



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: September 29, 2010

ATTENTION: Land Use and Housing Committee meeting of October 6, 2010

SUBJECT: RESOLUTION AUTHORIZING EXPENDITURE OF THE
PROPOSITION 1C – TRANSIT ORIENTED DEVELOPMENT FUND
FOR TEN FIFTY B AFFORDABLE HOUSING PROJECT

REQUESTED ACTIONS:

- 1) Authorize the Chief Financial Officer to appropriate and expend Transit Oriented Development (TOD) grant funds from California Department of Housing and Community Development (HCD) to Foundation for Affordable Housing (FFAH) to pay for the infrastructure costs related to construction of Ten Fifty B affordable housing project, contingent upon receipt of a fully executed grant agreement.
- 2) Authorize the Chief Financial Officer to negotiate and execute any necessary agreements to disperse the funding.

STAFF RECOMMENDATION:

Approve the requested actions.

SUMMARY:

On March 5, 2008, the City Council approved Resolution No-303434 (Attachment 1), granting authority to the Mayor and/or his designee to apply for the TOD grant funding under the Proposition 1C administered by HCD for the Ten Fifty B project, a 229-unit affordable family rental project located at 1050 B Street in downtown San Diego ("Project"). The City was successful in receiving a funding commitment from HCD in the amount of \$4,002,240 for the Project.

The grant funds are intended to be permanent financing, and will only be disbursed from the state upon verification of project completion. The Project was completed in May 2009. The developer of the Project, Ten Fifty B Street, L.P. and Ten Fifty B Street Housing Partners, L.P. (collectively, "Developer Partnerships"), must close permanent financing before November 1, 2010, which is the maturity date of the construction loan by US Bank. In order to remain in good standing on the construction loan, funding needs to be disbursed to the Developer Partnership prior to the November 1st deadline. This action requests that authorization.

Staff is currently working with HCD to enter into a Standard Agreement so that the City can draw down funds. Once the Standard Agreement (Attachment 2) is executed between the City

and HCD, the City will submit a disbursement request to HCD requesting the grant funds in the amount of \$4,002,240. The budget for the TOD funds and backup documents of the expenditures are attached to this reimburse as Attachment 3. Upon receipt of funding, the City will in turn reimburse FFAH, the Developer Partnership's managing general partner, for infrastructure expenses approved in the disbursement request.

ENVIRONMENTAL ANALYSIS: The proposed action is statutorily exempt pursuant to state CEQA guidelines Section 15262.

FISCAL CONSIDERATIONS: This action does not impact the City's General Fund. Funding sources consist of state, federal and local redevelopment funds. If the State Prop IC funds are not disbursed prior to the maturity date of November 1, 2010, the Developer Partnerships will be in default of the \$45 million construction loan, and the Redevelopment Agency's \$34 million loan for the Project, which is in junior position to the construction loan, will be jeopardized. US Bank, the construction lender, indicated that the date will not be extended.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): Not applicable

PREVIOUS COUNCIL ACTION: On March 5, 2008, the City Council approved Resolution No-303434, granting authority to the Mayor to apply for the TOD grant funding under the Proposition 1C administered by HCD for the Project. The Resolution also authorized the Auditor and Comptroller to accept the TOD grant funds and establish a special interest-bearing fund for the grant funds if the project is awarded such funding.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None with this action. However, significant community engagement occurred upon the Project's approval.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

<i>Ten Fifty B Street, L.P.</i>		
ROLE	FIRM/CONTACT	OWNERSHIP
Administrative General Partner	Affirmed Housing Group James Silverwood, President	James Silverwood (privately Owned)
Managing General Partner	Foundation for Affordable Housing Deborrah Willard, President/Executive Director	501(c)(3) organization
Limited Partner (Tax Credit Investor)	Boston Capital Finance, LLC William Fazzano, Vice President	Privately owned

<i>Ten Fifty B Street Housing Partners, L.P.</i>		
ROLE	FIRM/CONTACT	OWNERSHIP
Administrative General Partner	Affirmed Housing Group James Silverwood, President	James Silverwood (privately Owned)
Managing General Partner	Foundation for Affordable Housing Deborrah Willard, President/Executive Director	50I(c)(3) organization
Limited Partner (Tax Credit Investor)	Boston Capital Finance, LLC William Fazzano, Vice President	Privately owned

CITY COUNCIL APPROVAL: The proposed action has been tentatively scheduled for City Council on October 18, 2010; pending a recommendation by the Land Use and Housing Committee.



William Anderson, FAICP
Director, City Planning and
Community Investment



Job Nelson
Director, Intergovernmental
Relations

- Attachment 1 - Resolution 303434
- Attachment 2- HCD Standard Agreement
- Attachment 3- Budget and Disbursement Request
- Attachment 4- CC Report - 2010
- Attachment 5- HCD Award Letter
- Attachment 6- Agreement between City and Affordable Housing Foundation

RESOLUTION NUMBER R- 303434
DATE OF FINAL PASSAGE MAR 05 2008

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO EXPRESSING SUPPORT FOR FOUR PROJECTS MEETING THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S (HCD) ELIGIBILITY CRITERIA FOR PROPOSITION 1C-TRANSIT ORIENTED DEVELOPMENT (TOD) FUNDS AND AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO APPLY FOR INFRASTRUCTURE IMPROVEMENT FUNDING UNDER THE PROPOSITION 1C - TOD HOUSING PROGRAM FOR THREE (3) OF THE FOUR PROJECTS, AND HOUSING DEVELOPMENT AND INFRASTRUCTURE FUNDS, AS WELL AS HOUSING DEVELOPMENT LAND ACQUISITION FUNDS, FOR THE 1050 B STREET PROJECT.

WHEREAS, Proposition 1C, approved by the voters in November 2006, authorized \$2.85 billion in general obligation bonds for various housing purposes; and

WHEREAS, of the funds authorized under Proposition 1C, \$300 million will go toward Transit Oriented Developments (TOD) under new criteria developed by the California Legislature and the State Department of Housing and Community Development (HCD); and

WHEREAS, the Infrastructure Bond Task Force, appointed by the Mayor, has identified four (4) projects within the City that meet the criteria outlined by HCD as eligible TODs; and

WHEREAS, a Notice of Funding Availability, making available approximately \$95 million statewide for the cycle 1-TOD, was issued on December 11, 2007, with final applications due on Friday, March 7, 2008; and

WHEREAS, the Mayor requests authorization to apply to the HCD for funding under Proposition 1C-TOD for infrastructure improvements associated with three (3) of the eligible projects, to apply as a co-applicant with Affirmed Housing Group for the Housing Development

and Infrastructure Project funds and to pursue Housing Development Land Acquisition funds for the 1050 B Street project, and to accept Proposition 1C funds if grant funding is secured; NOW, THEREFORE,

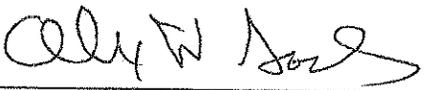
BE IT RESOLVED, by the Council of the City of San Diego:

1. That the Council does support, and the Mayor and/or his designee is authorized to express the City's support for, the four (4) projects recommended as eligible for Proposition 1C-TOD funds by the Infrastructure Bond Task Force, including the Comm22 project, the 15th and Commercial project, the 7th and Market Street project and the 1050 B Street project.
2. That the Mayor and/or his designee is hereby authorized to apply to the State Department of Housing and Community Development (HCD) for Proposition 1C-TOD funds to support infrastructure improvements for the Comm22 project located at 22nd Street and Commercial, adjoining the Logan Heights and Sherman Heights communities, and the 15th and Commercial and the 7th and Market Street projects located in the Centre City community.
3. That the Mayor and/or his designee is hereby authorized to apply to HCD, as a co-applicant with the Affirmed Housing Group, for Proposition 1C-TOD funding under the Housing Development and Infrastructure Project program, and to pursue Housing Development Land Acquisition funds, in both instances for the benefit of Affirmed Housing Group's 1050 B Street project.

4. That the Mayor and/or his designee is authorized to take all necessary actions to secure funding from the HCD for the aforementioned infrastructure improvement projects.
5. That the Auditor and Comptroller is hereby authorized to accept Proposition 1C-TOD grant funds, should such funding be secured.
6. That the Auditor and Comptroller is hereby authorized to establish a special interest-bearing fund for the grant funds, should they be secured.

BE IT FURTHER RESOLVED, that this activity has been determined by the City not to constitute a "project" and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(3). Any construction activities related to this approval shall be subject to environmental review by the City.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Alex W. Sachs
Deputy City Attorney

AWS:mm
02/21/08
02/21/08 cor. Copy
02/26/08 revised
Or.Dept: Intergovernmental Relations
R-2008-709
MMS#5936

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of FEB 26 2008.

ELIZABETH S. MALAND
City Clerk

By *Max Zamora*
Deputy City Clerk

Approved: 3.5.08
(date)

JSL
JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)



AGREEMENT NUMBER 07-TOD-4242
REGISTRATION NUMBER N/A

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of San Diego / CCDC

2. The term of this

Agreement is: **Upon HCD approval** through **6/30/2016**

3. The maximum amount

of this Agreement is: **\$ 4,002,240**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Authority, Purpose and Scope of Work	10 page(s)
Exhibit B – Budget Detail and Payment Provisions	5 page(s)
Exhibit C – HCD General Terms and Conditions	17 page(s)
Exhibit D – State of California General Terms and Conditions	7 page(s)
Exhibit E – Special Terms and Conditions	0 page(s)
Exhibit F – Additional Provisions	0 page(s)

TOTAL NUMBER OF PAGES ATTACHED:

39 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Diego

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

6-25-10

PRINTED NAME AND TITLE OF PERSON SIGNING

William Anderson, Director, City Planning & Community Investment

ADDRESS

202 C Street, mSBA, San Diego, CA 92101

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Stacy Q. Hernandez, Contracts Manager, Budget and Contracts Branch

ADDRESS

1800 Third Street, Room 350, Sacramento, CA 95811

California Department of General
 Services Use Only

Exempt per: SCM 4.04.3 (DGS Memo Dated 6/12/81)

AGREEMENT SUMMARY
STD 215 (Rev 4/2002)

AGREEMENT NUMBER 07-TOD-4242	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME City of San Diego / CCDC	2. FEDERAL I.D. NUMBER
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3. AGENCY TRANSMITTING AGREEMENT Housing and Community Development	4. DIVISION, BUREAU, OR OTHER UNIT Division of Financial Assistance	5. AGENCY BILLING CODE N/A
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Lucy Bottallo (916) 327-2244

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? **N/A**
 NO YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
To provide gap funding for the development of infrastructure to support housing

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The TOD Housing Program, also known as the Transit-Oriented Development Implementation Program, was funded by Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006. Program funds are available to assist development of both rental and ownership housing and for infrastructure improvements required to build housing or to enhance access of housing to transit.

MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain)

Contract Manager: See Year-End Contract Encumbrance Report attached to select appropriate coding for each TOD contract you prepare. (Do not include this note in your contract packages)

11. PROJECTED EXPENDITURES					
FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Transit-Oriented Development Fund	2240-101-9736	07/08	171	2007	\$4,002,240
					\$
					\$

OBJECT CODE **6-61-702 Governmental Grant** AGREEMENT TOTAL \$ **4,002,240**

OPTIONAL USE **Index/PCA: 2203/22478** AMOUNT ENCUMBERED BY THIS DOCUMENT \$ **4,002,240**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE <i>[Signature]</i>	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,002,240
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12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	Upon HCD Approval	06/30/16	\$ 4,002,240	Exempt
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 4,002,240	

(Continue)

AGREEMENT SUMMARY

STD. 215 (NEW 04/2002)

13. BIDDING METHOD USED:

- Request for Proposal (RFP), Invitation for Bid (IFB), Use of Master Service Agreement, Sole Source Contract, Exempt from Bidding, Other (Explain)

SCM 5.80, B.3.d.

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A

Table with 3 columns: 18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? 19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? 20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

Table with 2 columns: 21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? 22. REQUIRED RESOLUTIONS ARE ATTACHED

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any) NO (Explain below) YES (If YES complete the following) Good faith effort documentation attached if 3% goal is not reached. We have determined that the contractor has made a sincere good faith effort to meet the goal.

Table with 2 columns: 24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

Table with 2 columns: SIGNATURE/TITLE DATE SIGNED

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Transit-Oriented Development (TOD) Housing Program

Infrastructure Grant for Housing Developments

1. Authority & Purpose

This Standard Agreement, STD 213, (hereinafter "Agreement") is the result of the Recipient's application ("Application") for funding under the TOD Housing Program ("Program") pursuant to:

- A. Part 13 of Division 31 of the Health and Safety Code (commencing with Section 53560);
- B. The Program Guidelines dated December 3, 2007 ("Guidelines"), issued by the State of California, Department of Housing and Community Development ("Department"); and
- C. The Program's Notice of Funding Availability ("NOFA") issued by the Department, dated December 11, 2007. In accepting this grant award, the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, and the Disbursement Agreement, more particularly described in Exhibit B hereto.

2. Definitions:

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and page 1 of this Exhibit A, in addition:

"Recipient" refers to the entity or entities submitting an application or to a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page 1 to this Agreement (Std 213). In the case of joint applicants, "Recipient" shall refer to each applicant or the approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein.

EXHIBIT A

3. Scope of Work

The Scope of Work ("Work") for this Agreement shall consist of the development and construction by or on behalf of Recipient of the following:

A. The capital improvement(s) ("Infrastructure Project") described as follows:

Ten Fifty B is a single-phase affordable housing rental project located in downtown San Diego. Furthering the goals of the San Diego Downtown Community Plan, infrastructure improvements encouraging walking, biking and reliance on public transportation are design components of Ten Fifty B.

One of the main attractions of downtown San Diego is the ability to move freely and accomplish everyday tasks without a car. The Downtown Community Plan emphasizes a variety of uses in close proximity as well as diverse modes of public transportation to further the alternatives to private vehicle ownership. Downtown San Diego has extraordinary access to major transportation systems including air, water, light and heavy rail, and bus networks, connecting the area locally, regionally and even nationally and internationally.

New sidewalk improvements along Ten Fifty B's 400 feet of street frontage will include new smooth surface sidewalks, ADA compliant curb cuts, street trees and updated street traffic signalization, further supporting use of the city's pedestrian friendly infrastructure. Contributing to downtown's growing population, Ten Fifty B residents will be typical of downtown's growing population, incorporating more children, strollers, wheelchairs, and seniors. Based on the needs of this growing population, the Community Plan stipulates that sidewalks and crosswalks will need to be smooth and generous. The Downtown Community Plan anticipates that pedestrians will be encouraged throughout the city with the provision of sidewalk amenities and a pleasant walking environment where vehicle traffic is safely buffered, signalized, and calmed. Cyclists will benefit from ample bicycle storage within the parking structure of Ten Fifty B as well as by designated lanes and paths, and well-distributed bike racks and lockers throughout downtown. The goal of improving streets for pedestrians coincides with downtown structure and street hierarchy clarification, promotion of a mix of uses in every neighborhood, responding to climate, improving street design, and encouraging quality building design.

Substantial utility conflicts will result from the heavily occupied 11th Street utility trenches where Ten Fifty B must connect to all utilities requiring offsite infrastructure improvements. Gas lines will be relocated to avoid conflicts with sewerage and an AT&T vault will require additional shoring to eliminate a conflict where this vault abuts the structural wall of the garage. The present location of the vault encroaches into Ten Fifty B's

EXHIBIT A

right of way. Sewerage for the eastern portion of the ground floor retail unit requires pumping, as the sewer system serving this lower elevation point cannot receive additional capacity. Sidewalk improvements and street tree installation are additional infrastructure improvements that further lend this project to its pedestrian friendly environment.

Of particular importance in enhancing pedestrian and bicycle safety is reducing and controlling traffic speeds in downtown's system of freeway couplets, the various pairs of streets that direct traffic to and from freeway ramps. This involves measures such as signal synchronization modifications and on-street parking serving to buffer traffic, with allowances for parking restrictions during peak travel hours to create additional lanes during very limited portions of the day. Ten Fifty B incorporates these specific measures in its development.

Ten Fifty B provides subterranean parking providing 124 parking spaces serving the 229 residential units. The parking structure will also provide parking for 10 motorcycles and not fewer than 37 bicycles. Additionally, a minimum of one parking space will be reserved to serve a shared vehicle program available for use by all qualifying residents. Restricting automobile parking availability for residents and providing private transportation alternatives will strongly encourage use of the following existing local mass transit:

San Diego Trolley. Two trolley lines operated by SANDAG run to downtown, forming a loop within the downtown area. The Blue Line connects to Mission Valley in the north, and to National City, Chula Vista, and Imperial Beach in the south; it ends at the Mexican border in San Ysidro. The Blue Line extension through Mission Valley will achieve connection to San Diego State University. The Orange Line runs from Santee, El Cajon, La Mesa, and Lemon Grove in the northeast, terminating downtown. Ten Fifty B is two blocks from the trolley station located at Smart Corner at the intersection of 11th and C Streets.

- **Coaster.** The Coaster is a commuter rail service connecting the Oceanside Transit Center, Carlsbad Village, Carlsbad Poinsettia, Encinitas, Solana Beach, Sorrento Valley, the Old Town Transit Center, and downtown. It uses the historic Santa Fe depot, located at the center of Columbia and Civic/Core business activity, as its downtown terminal.

- **Buses.** There are currently 28 bus routes serving downtown from east to west and north to south. Major bus lines are located on three sides of the project at 10th Street, A Street and 11th Street.

Amenities and features of the surrounding East Village contribute to Ten Fifty B's residents' ability to meet their daily needs. Located in the northeast corner of downtown, the neighborhood embodies the spirit of innovation, scholarship, and progress, driving a development mix of residential, high-tech employment, and new educational institutions.

EXHIBIT A

This sub-district will buzz with creativity and synergistic relationships, in an environment where people live, work, and pursue learning amidst tree-lined streets and restful open spaces.

The estimated build-out population of the East Village will be over half of downtown's expected total build-out, and employment of 39,000 will be almost a quarter of downtown's total. This significant user base will be served by four distinct Neighborhood Centers within the East Village, providing retail and commercial nodes for residents to frequent. A series of parks and plazas will also be available to residents and workers. The centerpiece of the open space network will be the 4.1-acre East Village Green, offering ample active and passive recreation opportunities to serve not only this neighborhood, but downtown as a whole. Residential towers share the area with offices, as well as ground-level commercial uses, and residents can enjoy creative pursuits in re-used civic landmark buildings. Furthermore, many of downtown's coveted destinations are close at hand – Gaslamp Quarter and Horton Plaza, Petco Park, Main Library, City College, Civic/Core employment, and the East Village Green. Balboa Park is just north of Ten Fifty B providing residents with easy access to this vital recreation feature.

The Downtown Community Plan envisions a new 4.1-acre park—East Village Green—occupying one regular and one double-wide block close to residential areas. This will become the largest inland park in downtown, and a resource for the East Village, downtown and residents of Ten Fifty B. The growing Neighborhood Center will provide eateries, shopping, and services for local residents, students, and employees.

and

- B. The residential housing development designated in the Application ("Housing Development") that is supported by the Infrastructure Project, and which is to be developed and constructed by the Recipient, or other developer, as provided in the Application and meeting the following criteria:

EXHIBIT A

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County	Insert a table for each development, and identify the development (e.g. Affordable Rental Development, Market Rate Condos)		
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	TOD Restricted Units*	Income Limit (% of AMI)
Studio	33	33	35%
Studio	11	11	50%
Studio	24		60%
1 BR	7	7	30%
1 BR	15	15	50%
1 BR	34		60%
2 BR	17	17	30%
2 BR	3	3	50%
2 BR	9		60%
3 BR	10	10	25%
3 BR	7	7	30%
3 BR	10	10	35%
3 BR	4	4	40%
3 BR	10	10	50%
3 BR	32		60%
3 BR-Manager's	1		
1 BR-Manager's	1		
2 BR-Manager's	1		
Total Project Units**	229	127	

*TOD Restricted Units must equal at least 15% of the total residential units.

**Total Project Units must meet or exceed the number of residential units set out in the application for which points were awarded for the Recipient's application under section 108(k) of the Guidelines (e.g. 200+ units = 30 points) Additionally, upon completion, the Housing Development will meet or exceed the applicable minimum Net Density as set forth in the 103(a)(4) of the Guidelines.

C. The Infrastructure Project is necessary for the development of the Housing Development or to facilitate connections between the Housing Development and the transit station. The Recipient is responsible for and shall ensure the

EXHIBIT A

completion of the Infrastructure Project and the completion and occupancy of the Housing Development in accordance with the criteria set forth above. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

- D. The Department, the Recipient and other parties as required by the Department shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds as more particularly described in Exhibit B hereto.

4. Evidence of Transit-Supportive Land Uses, Walkable Corridor Features and Parking Attributes

- A. Transit-Supportive Land Uses – The Recipient’s application was evaluated for rating points based on the existing and planned transit-supportive amenities, services and uses located within half-mile of the Qualifying Transit Station, pursuant to Section 108(d) of the Guidelines. Based on the points awarded to its application, Recipient assures the Department of the existence of the following amenities, services, and uses meeting the criteria of Section 108(d):

[List the existing and planned amenities, services, and use as provided in the Recipient’s Application for which Recipient received points under Section 108(d).]

List of Transit- Supportive Amenities, Services, and Uses (“ASUs”)	Status of ASUs (e.g., completed and in service or in construction stage.)	If not in service, anticipated completion date of ASUs
Bank/Credit Union – Citibank	In Service	
Hair Care – Rocco’s Hair Design	In Service	
Health Club – 24 Hour Fitness	In Service	
Laundry/Dry Cleaner – Arya Cleaners	In Service	
Pharmacy - Longs Drug Store	In Service	
Restaurant – Panda Inn	In Service	
Coffee Shop – Starbucks	In Service	
School – San Diego Senior High	In Service	
Grocery Store – Super Junior	In Service	
Theater – United Artist	In Service	

EXHIBIT A

- B. Walkable Corridor Features - The Recipient's application was evaluated for rating points in potentially five (5) different categories based on the existence (at time of application or will be by the completion of the Project) of features within the primary walkable corridor between the Housing Development and the Qualifying Transit Station, pursuant to Section 108(e) of the Guidelines. Based on the points awarded to its application, Recipient shall ensure the following existing or planned Walkable Corridor Features for the Project:

[List the existing and planned Walkable Corridor Features as provided in the Recipient's Application for which Recipient received points under Section 108(e).]

List of Walkable Corridor Features ("WCFs")	Status of WCFs (e.g., completed and in service or in construction stage.)	If not in service, anticipated completion date of WCFs
No more than 25% of the street blocks in the corridor exceed 500 feet in length.	In Service	
The corridor is fully served by continuously-paved, ADA-compliant sidewalks with a minimum width of 4 feet.	In Service	
The corridor allows for safe pedestrian crossing of any arterials between the Housing Development and the Transit Station.	In Service	
The Transit Station contains waiting facilities that are lighted and provide overhead shelter from outdoor elements.	In Service	
The corridor is adequately lighted to accommodate pedestrian use after dark.	In Service	

- C. Parking - The Recipient's application was evaluated for rating points in potentially five (5) different categories based on the extent to which the pricing, supply and management of motor vehicle parking serving the Housing Development promotes economic efficiency and minimizes the development of new parking spaces, pursuant to Section 108(f) of the Guidelines. Based on the points awarded to its application, Recipient shall ensure the following attributes for motor vehicle parking serving the Housing Development:

EXHIBIT A

[List the parking related attributes as provided in the Recipient's Application for which Recipient received points under Section 108(f).]

List of Parking Attributes	Status of Attributes (e.g., completed and in service or in construction stage.)	If not in service, anticipated completion date of Attributes
Maximum Parking Spaces	122 spaces total Completed and in service	
Car Sharing Spaces	1 spaces Completed and in service	

At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed in A-C above for which the Recipient's application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the application and the reductions or cancellation of the amount of the grant award, require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

5. Performance Milestones

Recipient shall ensure the completion of the Performance Milestones set forth in this Exhibit, attached hereto and made a part hereof, by the designated dates. Recipient may apply to the Department for an extension of these timelines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

The project started construction in May 2008 and will be completed in April 2010.

6. State Contract Coordinator

The State Contract Coordinator of this Agreement for the Department is the TOD Housing Program Manager, Division of Financial Assistance, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract

EXHIBIT A

Coordinator at the following address:

Craig Morrow, Program Manager
TOD Housing Program
Division of Financial Assistance
Department of Housing and Community Development
P. O. Box 952054
Sacramento, California 94252-2054

7. **Recipient Contact Coordinator:** The Recipient's Contact Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the contact at the following address:

Recipient:	CCDC / City of San Diego 401 B Street, Suite 400 San Diego, CA 92101
Contact Name:	Jeff Graham
Contact Phone No.:	(619) 533-7181

EXHIBIT A

PERFORMANCE MILESTONES

Performance Milestone	Infrastructure Project		Housing Development	
	Single Phase	Multi-Phase	Single Phase	Multi-Phase
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	10/10/07		10/10/07	
Site Control of Housing Development site(s) by proposed housing developer.	10/10/07		10/10/07	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	5/8/08		5/8/08	
Obtaining all necessary and discretionary public land use approvals.	5/8/08		5/8/08	
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the infrastructure Project.	5/8/08		5/8/08	
Obtaining all enforceable funding commitments for all construction period financing.	5/8/08		5/8/08	
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction/permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	5/8/08		5/8/08	
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	Oct 2008		Oct 2008	
Commencement of construction	5/8/08		5/8/08	
Construction complete and the filing of the Notice of Completion.	April 2010		April 2010	
Program funds fully disbursed	April 2010		April 2010	

TOD Grant – Infrastructure
 NOFA Date: 12/11/07
 Rev. Date: 2/16/10
 Prep. Date: 3/1/10

EXHIBIT A

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

The preliminary projected Sources and Uses set forth in this Exhibit contains the cost items for the design, development and construction of the approved Infrastructure Project. Recipient agrees that any cost overruns or increases resulting in a total cost for Infrastructure Project exceeding that set forth therein shall be the responsibility of Recipient.

2. Contract Amount

- A. For the purposes of performing the Work, the Department agrees to provide the amount identified on page 1, number 3 of this Agreement in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget. Changes in aggregate of ten percent (10%) or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

- A. The grant must be matched by a cash contribution of funds, including Federal and State funds under local control, allocated by the Recipient equal to 20% of the TOD Program grant.
- B. Where the Sources and Uses set forth in this Exhibit identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided therein. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Sources and Uses are available for disbursement as provided in this Exhibit, and approved for the use specified in the Sources and Uses, except to the extent the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and

EXHIBIT B

assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

4. Completion Dates

- A. Program funds must be disbursed no later than June 30, 2012. All undisbursed funds remaining as of June 30, 2012, shall be disencumbered. All invoices for payment must be submitted to the Department no later than February 1, 2012.
- B. This Agreement shall expire on June 30, 2016.

5. Method of Payment

- A. Payment shall be made as progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.
- C. For multi-phased Housing Developments, disbursement of funds for improvements in excess of those needed for the first phase of the Housing Development will be subject to the following, as determined by the Department:
 - 1) The need for additional improvements at the time of the disbursement request, and
 - 2) The receipt of evidence acceptable to the Department that the subsequent phases to be supported by the additional fund disbursement are consistent with applicable planning and zoning requirements.

EXHIBIT B

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Infrastructure Project and an updated Sources and Uses therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.

- B. The requirement for a Disbursement Agreement set forth in this paragraph may be waived by the Department where, at its sole discretion, it determines that: 1. satisfactory completion of the Work, 2. proper disbursement and use of Program funds, 3. performance of, and compliance with, all the obligations, terms and conditions of this Agreement, and 4. compliance with all applicable statutes, laws and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material as it deems necessary to make this determination.

EXHIBIT B

SOURCES AND USES
See attached schedule

SOURCES

US Bank	\$ 6,350,000
CCDC	\$19,820,000
Deferred Developer Fee	\$ 38,636
Low Income Housing Tax Credits	\$16,307,503
HCD-TOD	\$ 4,002,240

USES

Land Acquisition	\$ 2,112,000
On & Off Site Work	\$ 1,069,240
Direct Construction	\$32,270,480
Construction & Soft Cost Contingency	\$ 2,039,549
Architecture	\$ 1,845,000
Civil Engineer	\$ 96,000
Construction/Loan Interest & Fees	\$ 1,754,000
Site Security	\$ 90,000
Capitalized Reserves	\$ 230,000
Taxes & Insurance	\$ 592,800
Escrow & Title	\$ 52,800
Legal Fees/Bond Issuance	\$ 350,000
Development Impact Fees & Permits	\$ 1,279,200
Tax Credit Fees	\$ 129,510
Environmental Consultants	\$ 12,000
Misc. Soft Costs (Acct,Appraisal,etc)	\$ 95,800
Developer Fee	\$ 2,500,000

EXHIBIT B

Ten Fifty B
Infrastructure Budget

Item	Amount
	\$
Water System	125,280
	\$
Sewer System	29,280
	\$
Drainage System	29,280
	\$
Streets, Curbs, Gutters	115,680
Utility Access: Gas & Electrical	\$
Service	96,960
	\$
Signal Lights	48,000
	\$
Parking (three levels)	3,374,400
	\$
Other (Design consultants)	183,360
	\$
Total	4,002,240

EXHIBIT C

HCD GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by the State which is the date stamped by the Department in the lower right hand corner of the coversheet of this Agreement. The Recipient agrees that neither the construction of the Infrastructure Project nor the Housing Development has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, subject to the termination date specified on page 1, number 2, of this Agreement (Std 213), unless a written request for an extension is submitted and written approval by the Department is provided within ninety (90) days prior to the termination date of the Agreement. Any extension to the termination date shall require an amendment to this Agreement.

2. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include but not limited to Paragraph 43 of this Exhibit, or withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the State for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

EXHIBIT C

- C. If the State does not appropriate sufficient funds for the Program, the Department may amend the Agreement to reflect any reduction in funds or it may terminate this Agreement by giving fourteen (14) days written notice to the Recipient.

3. Transit-Oriented Development Grant Documents

In addition to this Agreement the Recipient shall execute and enter into a Disbursement Agreement which shall govern the terms, disbursement and use of the Program funds, the Covenant described below, and other additional agreements and documents, as the Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement.

4. Covenant Regarding Development of Affordable Housing

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding Development of Affordable Housing ("Covenant") with the Department, and including such other parties as the Department may reasonably require, which shall require the development and construction of the Housing Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, as set forth in Exhibit A, and other uses and amenities for which points were granted to the Application. The Covenant shall be recorded against the parcel or parcels of real property on which the Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Housing Development as follows:

- A. For rental housing developments, the Covenant shall require the continuation of the affordability of the Housing Development for a period of not less than fifty-five (55) years from the date of the filing of a notice of completion for Housing Development.
- B. For homeownership housing developments the Covenant shall require the continuation of the affordability for a period of not less than thirty (30) years from the date of a filing of a Notice of Completion for the Housing Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.

EXHIBIT C

- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Housing Development in accordance with this Agreement.

5. Site Control

The Recipient shall ensure that site control of the real property for both the Infrastructure Project and Housing Development is sufficient to meet the requirements of the Program. This shall include, but not be limited to, ensuring the timely commencement of the Infrastructure Project and the Housing Development as determined by the Department. Site control of the Infrastructure Project and Housing Development may be evidenced by one of the following:

- A. Fee title;
- B. A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all program requirements;
- C. An option to purchase or lease;
- D. A disposition and development Agreement with a public agency; or
- E. A land sales contract or other enforceable Agreement for the acquisition of the property.

The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Infrastructure Project and the Housing Development, and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Infrastructure Project or the Housing Development, prepared in a form, and by a qualified appraiser, acceptable to the Department.

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7. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the Project, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and regulations issued by the Department in California Code of Regulations, Title 25, section 6000 et seq. In addition to the regulatory requirements, the relocation plan shall contain a line item budget. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department.

8. Article XXXIV

The Recipient shall submit to the Department satisfactory evidence that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied as to the Housing developments identified in the Recipient's Program application.

9. Environmental Conditions

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment ("ESA") Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Infrastructure Project and the Housing Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Infrastructure Project is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all Environmental Site Assessment Report recommendations including remediation and/or mitigation work has been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report ("EIR" or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

EXHIBIT C

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Infrastructure Project and Housing Development, the Recipient, its Contractors or Subcontractors, and any grant activity.

11. **Litigation**

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

The Recipient shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

12. **Milestones**

Recipient shall ensure the completion of the designated activities within the times designated in Exhibit A, Performance Milestones, and as further set forth in the Disbursement Agreement.

13. **Insurance**

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

14. **Change of Conditions**

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Infrastructure Project's need for Program funds based on new information or funding sources. If the Department determines that the Program funds, or a portion thereof, are no

EXHIBIT C

longer necessary to complete the Infrastructure Project, the Department may reduce the amount of the grant accordingly. In the event the Department determines the Infrastructure Project or Housing Development is no longer financially feasible, any grant commitment issued by the Department and this Agreement may be terminated.

15. **Obligations of Recipient with Respect to Certain Third Party Relationships**

The Recipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Infrastructure Project and Housing Development with respect to which assistance is being provided under this Agreement. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Infrastructure Project and Housing Development in accordance with this Agreement.

16. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

17. **Identity of Interests**

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

EXHIBIT C

DESIGN

18. Architect

The Recipient shall utilize the services an architect and/or an engineer to provide professional design and engineering services for the Infrastructure Project and Housing Development. The contract shall require an architect and/or an engineer to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 33 of these General Conditions. At the request of the Department, Recipient shall submit any and all contracts for these services to the Department for its review and approval.

19. Plans and Specifications and Project Cost Estimates

At the request of the Department, the Recipient shall submit plans and specifications and project cost estimates for the Infrastructure Project and Housing Development to the Department for its review and approval. The Infrastructure Project and Housing Development shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

20. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Infrastructure Project and Housing Development are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

21. Adaptability and Accessibility

The Infrastructure Project and Housing Development shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

EXHIBIT C

22. Acoustics Report

Upon request, the Recipient shall provide the Department with an acoustics report for the Housing Development in form acceptable to the Department.

23. Approval by Public Works Department

Where approval by a local public works department, or its equivalent, is required for the Infrastructure Project, the Recipient must submit, prior to the disbursement of grant funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Infrastructure Project has been approved by that department.

CONSTRUCTION

24. Construction Contract

Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts ("Construction Contract(s)") with a duly licensed contractor or contractors ("Contractor(s)") for the construction work of the Infrastructure Project and the Housing Development. The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to the prior approval of the Department.

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Infrastructure Project by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to one hundred percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least twelve (12) months after completion. The Payment Bond shall be in an amount at least equal to one hundred percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Infrastructure Project and

EXHIBIT C

Housing Development and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least twenty percent (20%) of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Prevailing Wages

Pursuant to Section 109(h)(5) of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720-1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Infrastructure Project subject to the provisions of the State Prevailing Wage Law. Program funding of an Infrastructure Project shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Infrastructure Project in those circumstances where such public funding would not otherwise make the Housing Developments subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

27. Construction Phase Information

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period including but not limited to all change orders and modifications to the construction documents, and all inspection reports of the Infrastructure Project. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within ten (10) business days of receipt by the Department. Recipient shall not authorize

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or approve any change orders rejected by the Department where the Department's approval is required.

- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Housing Development architect and other consultants, and information relative to the Housing Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within ten (10) business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

28. Signage

Recipient shall place signs on the construction site for the Infrastructure Project and Housing Development stating that the Department is providing financing through the TOD Housing Program in an appropriate location(s), typeface and size containing the following message:

(INFRASTRUCTURE PROJECT/HOUSING DEVELOPMENT NAME)

**THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM VOTER-APPROVED
PROPOSITION 1C
TRANSIT-ORIENTED DEVELOPMENT HOUSING PROGRAM
THROUGH THE CALIFORNIA DEPARTMENT
OF HOUSING AND COMMUNITY DEVELOPMENT**

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgement and logo shall also be displayed in a similar size

EXHIBIT C

and layout. A copy of the Department logo can be obtained by contacting the Department Contract Manager.

Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Infrastructure Project and the Housing Development by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Infrastructure Project site and any structures or other improvements thereon to determine whether the Infrastructure Project site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Infrastructure Project in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

30. Infrastructure Project and Housing Development Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Infrastructure Project and Housing Development to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and /or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s)

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to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.

- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Infrastructure Project or the Housing Development and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Infrastructure Project and the Housing Development.

31. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four (4) years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Infrastructure Project or the Housing Development. At the

EXHIBIT C

Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

33. Architect Certification

Where required by the Department, the Recipient shall cause the Infrastructure Project and Housing Development architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" Plans and Specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

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34. Cost Certification

At the request of the Department, the Recipient shall submit an Infrastructure Project and Housing Development cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

35. Recorded Notice of Completion

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Housing Development recorded in the county in which the Housing Development is located.

36. "As-built" Plans and Specifications

Upon completion, at the request of the Department, the Recipient shall submit "as-built" plans and specifications for the Infrastructure Project and Housing Development acceptable to the Department.

HOUSING DEVELOPMENT REQUIREMENTS

37. Confirmation of Permitted Housing Units

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Housing Development. Alternatively, if the Housing Development includes multiple phases or developments, no program funds shall be disbursed until all entitlements and funding commitments for at least the first phase of the Housing Development have been received. The housing units to be developed in the Housing Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

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REPORTING REQUIREMENTS

38. Reports on Infrastructure Project

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction of the Infrastructure Project. The reports will be filed on forms provided by the Department.

39. Reports on Housing Development

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Housing Development. The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

40. Updated Information

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Infrastructure Project and the Housing Development and the conditions described above.

41. Monitoring Requirements

The Program may perform program and/or fiscal monitoring of the grant. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Infrastructure Project files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

EXHIBIT C

REPAYMENT OF GRANT FUNDS

42. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than thirty (30) days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.
 - 1) The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Infrastructure Project in accordance with Program requirements.
 - 2) The Department may seek such other remedies as may be available under this Agreement or any law.
- B. This Agreement may be canceled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement.
 - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Standard Agreement;
 - 3) Construction of the Infrastructure Project or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement;
 - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

EXHIBIT C

43. Repayment of Grant Funds for Failure to Develop Housing

Pursuant to §105(f)(1) of the Guidelines, the grant shall be repaid to the Department if all necessary and discretionary public land use approvals have not been received for the Housing Development within five (5) years of the date of the Program award.

EXHIBIT D

**State of California
General Terms and Conditions**

1. Approval

This Agreement is of no force and effect until signed by both parties.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

5. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided.

EXHIBIT D

7. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

8. Non-Discrimination Clause

A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

B. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. Timeliness

Time is of the essence in this Agreement.

10. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

EXHIBIT D

11. Child Support Compliance Act

If this Agreement is in excess of \$100,000, by executing this Agreement, Contractor acknowledges and agrees to the following:

- A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Severability

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

13. Drug-Free Workplace Requirements

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.

EXHIBIT D

- C. Every employee who works on the proposed contract will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment under this agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Government Code section 8350 et seq.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

14. Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

A. Current State Employees (Public Contracts Code Section 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

B. Former State Employees (Public Contract Code Section 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she

EXHIBIT D

engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
- C. If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contract Code section 10420).
- D. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code section 10430 (e))

15. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code section 3700)

16. Americans With Disabilities Act

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

17. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment.

EXHIBIT D

18. Corporate Qualifications to Do Business in California

- A. If Contractor is a corporation, the State may verify that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.
- B. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside California) must be in good standing in order to be qualified to do business in California. If Contractor is a corporation, the State will determine whether Contractor is in good standing by contacting the Office of the Secretary of State.

19. Resolution

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

20. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of the provisions of federal law relating to air or water pollution.

21. Payee Data Record Form Std. 204

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT D

22. National Labor Relations Board Certification

If Contractor is receiving federal funds under this Agreement, Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)

TOD Proposed Use of Funds

Activity	Subcontractor	Amount of Funding Requested	Actual Amount
Water System	Salzano Engineering	\$125,280.00	\$221,476.50
Sewer System	Salzano Engineering	\$29,280.00	\$18,729.55
Drainage System	Salzano Engineering	\$29,280.00	\$35,537.00
Streets, Curbs, Gutters	JR Construction (site)	\$115,680.00	\$150,000.00
Utility Access: Gas & Electric	Salzano Engineering		\$19,716.00
	Helix Electric		\$64,200.00
		\$96,960.00	\$83,916.00
Signal Lights: Relocation & Intersection	Helix Electric	\$48,000.00	\$80,222.00
Parking Structure (3 levels below grade)	JR Construction (structure)	\$3,374,400.00	\$3,875,000.00
Design Consultants		\$183,360.00	
Total Actual		\$4,002,240.00	<u>\$4,464,881.05</u>

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO: **TURNER CONSTRUCTION COMPANY**
 9330 Scranton Road, Suite 300
 San Diego, CA 92121

PROJECT: **TEN FIFTY B**
 1050 B Street
 San Diego, CA

APPLICATION NO: **7**
 APPLICATION DATE: **03/16/10**
 PERIOD TO: **03/31/10**
 PROJECT NO: **1238900**

FROM: **SALZANO ENGINEERING, INC.**
 1282 Greenfield Drive
 El Cajon, CA 92021

ARCHITECT: **Martinez and Cutri**
 750 B Street, Suite 1700
 San Diego, CA 92101

CONTRACT DATE: **2-Oct-08**

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Change Orders Approved Previously - Total	ADDITIONS	DEDUCTIONS
Approved to Date		
Plan Changes 12" WM	\$2,449.00	
Off-Set Wtr. Lat. Per SDG&E	26,332.00	
Add Fire Hydrant Connection	8,159.00	
CO #4 Elect Duct Bank	2,287.00	
Cox Cable on "B" Street PCO 10	19,282.00	
Storm Drain 10TH Ave SWR 11"	35,537.00	
Gas Line 10TH Ave	19,716.00	
Change Order 006 SDGE MH R	961.00	1,839.85
INSURANCE CCIP		
co #07 2-4" ducts from AT&T Va	5,300.00	
TOTALS	170,023.00	1,839.95
Net change by Change Orders		168,183.05

1. ORIGINAL CONTRACT SUM : \$251,058.00
2. NET CHANGE BY CHANGE ORDERS: \$170,022.00
3. CONTRACT SUM TO DATE: \$421,080.00
4. TOTAL COMPLETED & STORED TO DATE: \$421,080.00

Application is made for Paymer Continuation Sheet, AIA Docum

5. RETAINAGE: 100.00%
 a. % OF COMPLETED WORK

TOTAL RETAINAGE \$42,108.00

6. TOTAL EARNED LESS RETAINAGE \$378,972.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$374,202.00
8. CURRENT PAYMENT DUE \$4,770.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$42,108.00

APPROVED FOR PAYMENT

Date: **3-18-10**
 Amount: **4770**
 By: *[Signature]*
 Project#: **1238900**
 Phase Code: **5**

FROM: **SALZANO ENGINEERING, INC.**

BY: *[Signature]*

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$

ARCHITECT:

BY: _____ DATE: _____

#3

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been

**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

CIVIL CODE 3262 (d) (1)

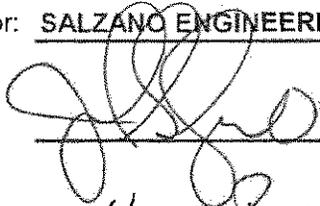
Upon receipt by the undersigned of a check from TURNER CONSTRUCTION COMPANY in the amount of \$4,770.00 payable to SALZANO ENGINEERING, INC. and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

TEN FIFTY B located at _____

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to TURNER CONSTRUCTION COMPANY through 03/31/10 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 1/22/2010

Sub-Contractor: SALZANO ENGINEERING, INC.

By:  _____

Title of Officer: Vice President

Note: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

BREAKDOWN OF COSTS

Similar to AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT.
Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		
Item No.	SUMMARY Description of Work	Base Contract Amount	Approved Turnar SCOs	Revised Contract Amount	WORK COMPLETED		Previous Applications	Total Comp. & Stored To Date	% Complete	Balance To Finish	Retainage This Period	Total Retainage	Retainage %	Net Previously Billed	Current Net Due																	
					Work In Place	Stored Mts.																										
1	DIRECT COSTS																															
2	EXAMPLE Concrete submittals/mobilization	1,000	0	1,000	0	1,000	1,000	1,000	100%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	Concrete curb & gutter - 10th street	18,750	0	18,750	0	18,750	18,750	18,750	100%	0	0	1,875	10%	16,875	0																	
4	Concrete curb & gutter - 8 street	37,500	0	37,500	0	37,500	37,500	100%	0	0	3,750	10%	33,750	0																		
5	Concrete sidewalk - 11th street	18,750	0	18,750	0	18,750	18,750	100%	0	0	1,875	10%	16,875	0																		
6	Concrete sidewalk - 10th street	18,750	0	18,750	0	18,750	18,750	100%	0	0	1,875	10%	16,875	0																		
7	Concrete sidewalk - 8 street	37,500	0	37,500	0	37,500	37,500	100%	0	0	3,750	10%	33,750	0																		
8	Concrete sidewalk - 11th street	18,750	0	18,750	0	18,750	18,750	100%	0	0	1,875	10%	16,875	0																		
9	Topping slab - 2nd level	3,000	0	3,000	0	3,000	3,000	100%	0	0	300	10%	2,700	0																		
10	Topping slab - 4th level	3,000	0	3,000	0	3,000	3,000	100%	0	0	300	10%	2,700	0																		
11	Topping slab - 7th level	18,000	0	18,000	0	18,000	18,000	100%	0	0	1,800	10%	16,200	0																		
12	Topping slab - 9th level	19,000	0	19,000	0	19,000	19,000	100%	0	0	1,900	10%	17,100	0																		
13	Allowance - Stainless steel angle	6,000	0	6,000	0	6,000	6,000	100%	0	0	600	10%	5,400	0																		
14	Allowance - Cure & sealer topping slabs	3,000	0	3,000	0	3,000	3,000	100%	0	0	300	10%	2,700	0																		
15		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
16		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
17		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
18		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
19		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
20		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
21		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
22		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
23		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
24		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
25		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
26		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
27		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
28		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
29		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
30		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
31		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
32		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
33		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
34		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
35		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
36		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
37		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
38		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
39		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
40		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
41		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
42		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
43		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
44		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
45		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
46		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
47		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
48		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		
49		0	0	0	0	0	0	0%	0	0	0	0%	0	0																		

STREET'S CURB & GUTTER

**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

CIVIL CODE 3262 (d) (1)

Upon receipt by the undersigned for a check from Turner Construction in the amount of
\$ 51,932 payable to J.R. Construction, Inc. and when the check has been
properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to
release any mechanic's lien, stop notice, or bond right the undersigned has on the job of
Ten Fifty B - SITE CONCRETE located at 1050 B Street
to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished
to TURNER CONSTRUCTION COMPANY through 05/31/10 only and
does not cover any retentions retained before or after the release date; extras furnished before the release date for
which payment has not been received; extras or items furnished after the release date. Rights based upon work
performed or items furnished under a written change order which has been fully executed by the parties prior to the
release date are covered by this release unless specifically reserved by the claimant in this release. This release of
any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between
parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the
undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release
if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before
any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 5/15/2010

Sub-Contractor: J.R. Construction, Inc.

By: 
Ramon B. Camacho - President

Title of Officer: PROJECT MANAGER

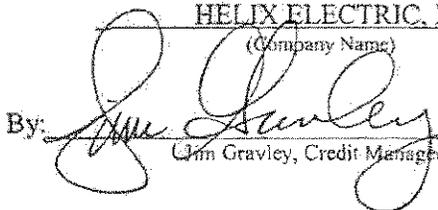
Note: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

RELEASE FORM 1

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
(Civil Code §3262(d)(1))

Upon receipt of the undersigned of a check from **TURNER CONSTRUCTION COMPANY** in the sum of \$29,529.80 payable to HELIX ELECTRIC, INC. and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **TEN FIFTY B – TCCO NO. 1238900** located at **1050 B STREET, SAN DIEGO, CA 92101** to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to **TURNER CONSTRUCTION COMPANY** through 05/31/10, only, and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 5/20/10

By: HELIX ELECTRIC, INC.
(Company Name)

Jim Gravley, Credit Manager

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank.

TO: TURNER CONSTRUCTION

TEN FIFTY B PROJECT - SUMMARY

APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS PERIOD APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
523	19-th Floor	72,450.00	72,450.00			72,450.00	100%		3,622.50
539	20-th Floor	72,450.00	72,450.00			72,450.00	100%		3,622.50
555	21-st Floor	72,450.00	72,450.00			72,450.00	100%		3,622.50
571	22-nd Floor	72,450.00	72,450.00			72,450.00	100%		3,622.50
587	23-rd Floor	72,450.00	72,450.00			72,450.00	100%		3,622.50
605	Roof	13,000.00	13,000.00			13,000.00	100%		650.00
614	Fire Alarm Materials/Programming/Checkout	120,750.00	120,750.00			120,750.00	100%		6,037.50
Fire Alarm Installation:									
619	Parking Garage - B3	2,961.00	2,961.00			2,961.00	100%		148.05
622	Parking Garage - B2	2,961.00	2,961.00			2,961.00	100%		148.05
625	Parking Garage - B1	2,961.00	2,961.00			2,961.00	100%		148.05
629	First Floor	10,857.00	10,857.00			10,857.00	100%		542.85
633	2-nd Floor	5,640.00	5,640.00			5,640.00	100%		282.00
636	3-rd Floor	5,640.00	5,640.00			5,640.00	100%		282.00
639	4-th Floor	5,640.00	5,640.00			5,640.00	100%		282.00
642	5-th Floor	5,640.00	5,640.00			5,640.00	100%		282.00
645	6-th Floor	5,640.00	5,640.00			5,640.00	100%		282.00
648	7-th Floor	5,640.00	5,640.00			5,640.00	100%		282.00
651	8-th Floor	5,640.00	5,640.00			5,640.00	100%		282.00
654	9-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
657	10-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
660	11-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
663	12-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
666	13-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
669	14-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
672	15-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
675	16-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
678	17-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
681	18-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
684	19-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
687	20-th Floor	2,632.00	2,632.00			2,632.00	100%		131.60
690	21-st Floor	2,632.00	2,632.00			2,632.00	100%		131.60
693	22-nd Floor	2,632.00	2,632.00			2,632.00	100%		131.60
696	23-rd Floor	2,632.00	2,632.00			2,632.00	100%		131.60
699	Temporary Power and Lighting	170,000.00	170,000.00			170,000.00	100%		8,500.00

APPLICATION AND CERTIFICATE FOR PAYMENT

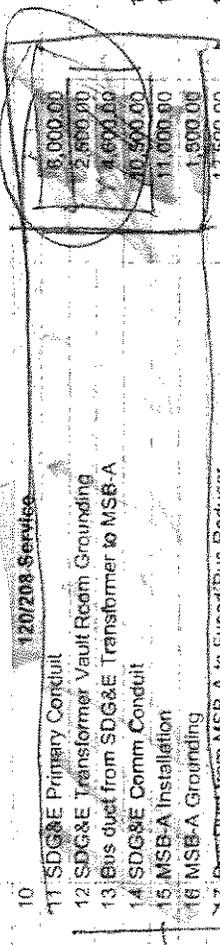
TO: TURNER CONSTRUCTION

TEN FIFTY B PROJECT

APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
1	Mobilization	195,000.00	195,000.00			195,000.00	100%		9,750.00
2	Coordination, pre-planning, & CADD-Shop Drawing Prep	95,000.00	95,000.00			95,000.00	100%		4,750.00
3	Switch Gear Package - Handling, Storage, & Warranty	16,500.00	16,500.00			16,500.00	100%		825.00
4	Emergency Generator and ATS's - Handling	10,500.00	10,500.00			10,500.00	100%		525.00
5	Light fixture Package - Handling, Storage, & Warranty	25,000.00	25,000.00			25,000.00	100%		1,250.00
6	General Mat. Submittals	5,000.00	5,000.00			5,000.00	100%		250.00
7	Electrical Permits	38,000.00	38,000.00			38,000.00	100%		1,900.00
8	Fire Alarm Design & Shop Drawings	25,440.00	25,440.00			25,440.00	100%		1,272.00
9	FA Materials Submittals	5,000.00	5,000.00			5,000.00	100%		250.00
10									
11	SDG&E Primary Conduit	8,000.00	8,000.00			8,000.00	100%		400.00
12	SDG&E Transformer Vault Room Grounding	2,500.00	2,500.00			2,500.00	100%		125.00
13	Bus duct from SDG&E Transformer to MSB-A	4,600.00	4,600.00			4,600.00	100%		230.00
14	SDG&E Comm Conduit	10,500.00	10,500.00			10,500.00	100%		525.00
15	MSB-A Installation	11,000.00	11,000.00			11,000.00	100%		550.00
16	MSB-A Grounding	1,500.00	1,500.00			1,500.00	100%		75.00
17	Bus Duct from MSB-A to Fused Bus Reducer	12,500.00	12,500.00			12,500.00	100%		625.00
18	Bus Duct from FBR to Level 22	13,500.00	13,500.00			13,500.00	100%		675.00
19	MB-2 Meter Bank Installation	16,500.00	16,500.00			16,500.00	100%		825.00
20	MB-3 Meter Bank Installation	16,500.00	16,500.00			16,500.00	100%		825.00



UTILITY (ELECTRICAL) = 4400

2012

TO: TURNER CONSTRUCTION

TEN FIFTY B PROJECT

ARCHITECT'S PROJECT NO:

APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPLICATION (D+E)	E WORK COMPLETED FROM PREVIOUS THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
56	MSB-B to Retail #5 Wire	1,350.00	1,350.00			1,350.00	100%		67.50
57	MSB-B to Retail #6 Conduit	2,850.00	2,850.00			2,850.00	100%		142.50
58	MSB-B to Retail #6 Wire	1,350.00	1,350.00			1,350.00	100%		67.50
59	MSB-B to Retail #7 Conduit	2,850.00	2,850.00			2,850.00	100%		142.50
60	MSB-B to Retail #7 Wire	1,350.00	1,350.00			1,350.00	100%		67.50
61	MSB-B to Retail #8 Conduit	2,850.00	2,850.00			2,850.00	100%		142.50
62	MSB-B to Retail #8 Wire	1,350.00	1,350.00			1,350.00	100%		67.50
63	HPNA to HNP1 Conduit	2,850.00	2,850.00			2,850.00	100%		142.50
64	HPNA to HNP1 Wire	1,350.00	1,350.00			1,350.00	100%		67.50
65	HNP1 Installation	500.00	500.00			500.00	100%		25.00
66	HPNA to ATS #1 Conduit	4,250.00	4,250.00			4,250.00	100%		212.50
67	HPNA to ATS #1 Wire	2,150.00	2,150.00			2,150.00	100%		107.50
68	ATS #1 Installation	1,000.00	1,000.00			1,000.00	100%		50.00
69	HPNA to ATS #2 Conduit	4,250.00	4,250.00			4,250.00	100%		212.50
70	HPNA to ATS #2 Wire	2,150.00	2,150.00			2,150.00	100%		107.50
71	ATS #2 Installation	1,000.00	1,000.00			1,000.00	100%		50.00
72	HPNA to HNR1 Conduit	4,500.00	4,500.00			4,500.00	100%		225.00
73	HPNA to HNR1 Wire	2,000.00	2,000.00			2,000.00	100%		100.00
74	HNR1 Installation	500.00	500.00			500.00	100%		25.00
75	HNP1 to T-LNP1 Conduit	500.00	500.00			500.00	100%		25.00
76	HNP1 to T-LNP1 Wire	250.00	250.00			250.00	100%		12.50
77	T-LNP1 Installation	500.00	500.00			500.00	100%		25.00
78	T-LNP1 Grounding	500.00	500.00			500.00	100%		25.00
79	T-LNP1 to LNP1 Conduit	500.00	500.00			500.00	100%		25.00
80	T-LNP1 to LNP1 Wire	250.00	250.00			250.00	100%		12.50
81	LNP1 Installation	500.00	500.00			500.00	100%		25.00
82	HNP1 to HN7 Conduit	1,750.00	1,750.00			1,750.00	100%		87.50
83	HNP1 to HN7 Wire	1,000.00	1,000.00			1,000.00	100%		50.00
84	HN7 Installation	500.00	500.00			500.00	100%		25.00
85	HPNA to Roof Photovoltaic Conduit	4,750.00	4,750.00			4,750.00	100%		237.50
86	ATS 1 to HEP2 Conduit	1,800.00	1,800.00			1,800.00	100%		90.00
87	ATS 1 to HEP2 Wire	1,000.00	1,000.00			1,000.00	100%		50.00
88	HEP2 Installation	500.00	500.00			500.00	100%		25.00
89	HEP2 Grounding	500.00	500.00			500.00	100%		25.00
90	HEP2 to HER1 Conduit	3,750.00	3,750.00			3,750.00	100%		187.50

TO: TURNER CONSTRUCTION

TEN FIFTY B PROJECT

APPLICATION NUMBER: 12808-023-REV
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 PERIOD TO: 5/31/2010

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS PERIOD APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
126	T-LE23 Grounding	500.00	500.00	500.00		500.00	100%		25.00
127	T-LE23 to LE23 Conduit	500.00	500.00	500.00		500.00	100%		25.00
128	T-LE23 to LE23 Wire	250.00	250.00	250.00		250.00	100%		12.50
129	LE23 Installation	500.00	500.00	500.00		500.00	100%		25.00
130	HN7 to T-LN7 Conduit	500.00	500.00	500.00		500.00	100%		25.00
131	HN7 to T-LN7 Wire	250.00	250.00	250.00		250.00	100%		12.50
132	T-LN7 Installation	500.00	500.00	500.00		500.00	100%		25.00
133	T-LN7 Grounding	500.00	500.00	500.00		500.00	100%		25.00
134	T-LN7 to LN7 Conduit	500.00	500.00	500.00		500.00	100%		25.00
135	T-LN7 to LN7 Wire	250.00	250.00	250.00		250.00	100%		12.50
136	LN7 Installation	500.00	500.00	500.00		500.00	100%		25.00
137	LN7 to LN7A Conduit	500.00	500.00	500.00		500.00	100%		25.00
138	LN7 to LN7A Wire	250.00	250.00	250.00		250.00	100%		12.50
139	LN7A Installation	500.00	500.00	500.00		500.00	100%		25.00
140	LN7 to LN7B Conduit	500.00	500.00	500.00		500.00	100%		25.00
141	LN7 to LN7B Wire	250.00	250.00	250.00		250.00	100%		12.50
142	LN7B Installation	500.00	500.00	500.00		500.00	100%		25.00
143	HN7 to HN15 Conduit	1,800.00	1,800.00	1,800.00		1,800.00	100%		90.00
144	HN7 to HN15 Wire	1,000.00	1,000.00	1,000.00		1,000.00	100%		50.00
145	HN15 Installation	500.00	500.00	500.00		500.00	100%		25.00
146	HN15 to HN23 Conduit	1,800.00	1,800.00	1,800.00		1,800.00	100%		90.00
147	HN15 to HN23 Wire	1,000.00	1,000.00	1,000.00		1,000.00	100%		50.00
148	HN23 Installation	500.00	500.00	500.00		500.00	100%		25.00
149	HN23 to T-LN23 Conduit	500.00	500.00	500.00		500.00	100%		25.00
150	HN23 to T-LN23 Wire	250.00	250.00	250.00		250.00	100%		12.50
151	T-LN23 Installation	500.00	500.00	500.00		500.00	100%		25.00
152	T-LN23 Grounding	500.00	500.00	500.00		500.00	100%		25.00
153	T-LN23 to LN23 Conduit	500.00	500.00	500.00		500.00	100%		25.00
154	T-LN23 to LN23 Wire	250.00	250.00	250.00		250.00	100%		12.50
155	LN23 Installation	500.00	500.00	500.00		500.00	100%		25.00
156	HER1 to Elev. 1 Conduit	2,500.00	2,500.00	2,500.00		2,500.00	100%		125.00
157	HER1 to Elev. 1 Wire	1,750.00	1,750.00	1,750.00		1,750.00	100%		87.50
158	HER1 to Elev. 2 Conduit	2,500.00	2,500.00	2,500.00		2,500.00	100%		125.00
159	HER1 to Elev. 2 Wire	1,750.00	1,750.00	1,750.00		1,750.00	100%		87.50
160	HER1 to Elev. 3 Conduit	2,500.00	2,500.00	2,500.00		2,500.00	100%		125.00

TO: TURNER CONSTRUCTION
 TEN FIFTY B PROJECT
 APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

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			APPLICATION (D+E)	% (G/C)				5%
195								
196	Parking Garage - P3							
197	Installation of Conduit in SOG	10,000.00	10,000.00			10,000.00	100%	500.00
198	Installation of Wire in Conduit	5,000.00	5,000.00			5,000.00	100%	250.00
199	Installation of Conduits in Walls	4,000.00	4,000.00			4,000.00	100%	200.00
200	Installation of Branch Circuits in Walls	2,000.00	2,000.00			2,000.00	100%	100.00
201	Installation of Devices/Outlets	500.00	500.00			500.00	100%	25.00
202	Area 1 Installation of Light Fixtures	4,000.00	4,000.00			4,000.00	100%	200.00
203	Area 2 Installation of Light Fixtures	3,000.00	3,000.00			3,000.00	100%	150.00
204								
205	Parking Garage - P2							
206	Area A Installation of Boxes & Sleeves in Deck	8,500.00	8,500.00			8,500.00	100%	425.00
207	Area A Installation of Conduit in Deck	10,500.00	10,500.00			10,500.00	100%	525.00
208	Area A Installation of Wire in Conduit	4,000.00	4,000.00			4,000.00	100%	200.00
209	Area A Installation of Conduits in Walls	3,000.00	3,000.00			3,000.00	100%	150.00
210	Area A Installation of Branch Circuits in Walls	1,000.00	1,000.00			1,000.00	100%	50.00
211	Area A Installation of Devices/Outlets	500.00	500.00			500.00	100%	25.00
212	Area A Installation of Light Fixtures	3,000.00	3,000.00			3,000.00	100%	150.00
213	Area B Installation of Boxes & Sleeves in Deck	7,500.00	7,500.00			7,500.00	100%	375.00
214	Area B Installation of Conduit in Deck	8,500.00	8,500.00			8,500.00	100%	425.00
215	Area B Installation of Wire in Conduit	4,000.00	4,000.00			4,000.00	100%	200.00
216	Area B Installation of Conduits in Walls	3,000.00	3,000.00			3,000.00	100%	150.00
217	Area B Installation of Branch Circuits in Walls	1,000.00	1,000.00			1,000.00	100%	50.00
218	Area B Installation of Devices/Outlets	500.00	500.00			500.00	100%	25.00
219	Area B Installation of Light Fixtures	3,000.00	3,000.00			3,000.00	100%	150.00
220								
221								
222	Parking Garage - P1							
223	Area A Installation of Boxes & Sleeves in Deck	8,500.00	8,500.00			8,500.00	100%	425.00
224	Area A Installation of Conduit in Deck	10,500.00	10,500.00			10,500.00	100%	525.00
225	Area A Installation of Wire in Conduit	4,000.00	4,000.00			4,000.00	100%	200.00
226	Area A Installation of Conduits in Walls	3,000.00	3,000.00			3,000.00	100%	150.00
227	Area A Installation of Branch Circuits in Walls	1,000.00	1,000.00			1,000.00	100%	50.00
228	Area A Installation of Devices/Outlets	500.00	500.00			500.00	100%	25.00
229	Area A Installation of Light Fixtures	3,000.00	3,000.00			3,000.00	100%	150.00
230	Area B Installation of Boxes & Sleeves in Deck	7,500.00	7,500.00			7,500.00	100%	375.00

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TEN FIFTY B PROJECT

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266									
267	3-rd Floor								
268	Installation of boxes & Sleeves in deck, columns, and concrete	11,600.00	11,600.00			11,600.00	100%	580.00	
269	Conduit installation in deck, columns and concrete walls	18,500.00	18,500.00			18,500.00	100%	925.00	
270	Installation of boxes in stud walls (common area)	1,500.00	1,500.00			1,500.00	100%	75.00	
271	Branch cabling in stud walls and ceiling (common area)	3,800.00	3,800.00			3,800.00	100%	190.00	
272	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	100%	50.00	
273	Trim devices (common area)	500.00	500.00			500.00	100%	25.00	
274	Installation of boxes in stud walls (units, FA, & Voice/Data)	10,000.00	10,000.00			10,000.00	100%	500.00	
275	Branch cabling in stud walls (units)	48,000.00	48,000.00			48,000.00	100%	2,400.00	
276	Sound Proofing & Fire Pads	1,800.00	1,800.00			1,800.00	100%	90.00	
277	Wire pulling (units)	4,000.00	4,000.00			4,000.00	100%	200.00	
278	Trim devices (units)	2,000.00	2,000.00			2,000.00	100%	100.00	
279	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	100%	75.00	
280	Install unit panel	7,500.00	7,500.00			7,500.00	100%	375.00	
281	Unit Feeders 3rd Floor	50,000.00	50,000.00			50,000.00	100%	2,500.00	
282									
283	4-th Floor								
284	Installation of boxes & Sleeves in deck, columns, and concrete	11,600.00	11,600.00			11,600.00	100%	580.00	
285	Conduit installation in deck, columns and concrete walls	18,500.00	18,500.00			18,500.00	100%	925.00	
286	Installation of boxes in stud walls (common area & FA)	1,500.00	1,500.00			1,500.00	100%	75.00	
287	Branch cabling in stud walls and ceiling (common area)	3,800.00	3,800.00			3,800.00	100%	190.00	
288	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	100%	50.00	
289	Trim devices (common area)	500.00	500.00			500.00	100%	25.00	
290	Installation of boxes in stud walls (units, FA, & Voice/Data)	10,000.00	10,000.00			10,000.00	100%	500.00	
291	Branch cabling in stud walls (units)	48,000.00	48,000.00			48,000.00	100%	2,400.00	
292	Sound Proofing & Fire Pads	1,800.00	1,800.00			1,800.00	100%	90.00	
293	Wire pulling (units)	4,000.00	4,000.00			4,000.00	100%	200.00	
294	Trim devices (units)	2,000.00	2,000.00			2,000.00	100%	100.00	
295	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	100%	75.00	
296	Install unit panel	7,500.00	7,500.00			7,500.00	100%	375.00	
297	Unit Feeders 4th Floor	50,000.00	50,000.00			50,000.00	100%	2,500.00	

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			(D+E)	(D+E+F)	(NOT IN D O R E)	(D+E+F)	(C-G)	5%
			APPLICATION	TO DATE	AND STORED	(G/C)		
	7-th Floor							
330								
331								
332	Installation of boxes & Sleeves in deck, columns, and concrete	9,800.00	9,800.00			9,800.00	100%	490.00
333	Conduit installation in deck, columns and concrete walls	14,900.00	14,900.00			14,900.00	100%	745.00
334	Installation of boxes in stud walls (common area)	2,500.00	2,500.00			2,500.00	100%	125.00
335	Branch cabling in stud walls and ceiling (common area)	6,800.00	6,800.00			6,800.00	100%	340.00
336	Installation of light fixtures (common area)	2,600.00	2,600.00			2,600.00	100%	130.00
337	Trim devices (common area)	1,500.00	1,500.00			1,500.00	100%	75.00
338	Installation of boxes in stud walls (units FA, & Voice/Data)	6,500.00	6,500.00			6,500.00	100%	325.00
339	Branch cabling in stud walls (units)	31,200.00	31,200.00			31,200.00	100%	1,560.00
340	Sound Proofing & Fire Pads	1,800.00	1,800.00			1,800.00	100%	90.00
341	Wire puffing (units)	4,000.00	4,000.00			4,000.00	100%	200.00
342	Trim devices (units)	2,000.00	2,000.00			2,000.00	100%	100.00
343	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	100%	75.00
344	Install unit panel	7,500.00	7,500.00			7,500.00	100%	375.00
345	Unit Feeders 7th Floor	32,500.00	32,500.00			32,500.00	100%	1,625.00
346								
	8-th Floor							
347								
348	Installation of boxes & Sleeves in deck, columns, and concrete	9,800.00	9,800.00			9,800.00	100%	490.00
349	Conduit installation in deck, columns and concrete walls	14,900.00	14,900.00			14,900.00	100%	745.00
350	Installation of boxes in stud walls (common area)	1,500.00	1,500.00			1,500.00	100%	75.00
351	Branch cabling in stud walls and ceiling (common area)	3,800.00	3,800.00			3,800.00	100%	190.00
352	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	100%	50.00
353	Trim devices (common area)	500.00	500.00			500.00	100%	25.00
354	Installation of boxes in stud walls (units FA, & Voice/Data)	7,500.00	7,500.00			7,500.00	100%	375.00
355	Branch cabling in stud walls (units)	36,000.00	36,000.00			36,000.00	100%	1,800.00
356	Sound Proofing & Fire Pads	1,800.00	1,800.00			1,800.00	100%	90.00
357	Wire puffing (units)	4,000.00	4,000.00			4,000.00	100%	200.00
358	Trim devices (units)	2,000.00	2,000.00			2,000.00	100%	100.00
359	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	100%	75.00
360	Install unit panel	7,500.00	7,500.00			7,500.00	100%	375.00
361	Unit Feeders 8th Floor	37,500.00	37,500.00			37,500.00	100%	1,875.00

TO: TURNER CONSTRUCTION
 TEN FIFTY B PROJECT
 APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPLICATION FROM PREVIOUS PERIOD (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
394								
395	11-th Floor							
396	Installation of boxes & Sleeves in deck, columns, and concrete	6,650.00	6,650.00			6,650.00	0.00	332.50
397	Conduit installation in deck, columns and concrete walls	10,600.00	10,600.00			10,600.00	0.00	530.00
398	Installation of boxes in stud walls (common area)	1,000.00	1,000.00			1,000.00	0.00	50.00
399	Branch cabling in stud walls and ceiling (common area)	2,800.00	2,800.00			2,800.00	0.00	140.00
400	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	0.00	50.00
401	Trim devices (common area)	500.00	500.00			500.00	0.00	25.00
402	Installation of boxes in stud walls (units, FA, & Voice/Data)	3,500.00	3,500.00			3,500.00	0.00	175.00
403	Branch cabling in stud walls (units)	16,800.00	16,800.00			16,800.00	0.00	840.00
404	Sound Proofing & Fire Pads	800.00	800.00			800.00	0.00	40.00
405	Wire pulling (units)	3,200.00	3,200.00			3,200.00	0.00	160.00
406	Trim devices (units)	1,600.00	1,600.00			1,600.00	0.00	80.00
407	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	0.00	75.00
408	Install unit panel	5,000.00	5,000.00			5,000.00	0.00	250.00
409	Unit Feeders 11th Floor	17,500.00	17,500.00			17,500.00	0.00	875.00
410								
411	12-th Floor							
412	Installation of boxes & Sleeves in deck, columns, and concrete	6,650.00	6,650.00			6,650.00	0.00	332.50
413	Conduit installation in deck, columns and concrete walls	10,600.00	10,600.00			10,600.00	0.00	530.00
414	Installation of boxes in stud walls (common area)	1,000.00	1,000.00			1,000.00	0.00	50.00
415	Branch cabling in stud walls and ceiling (common area)	2,800.00	2,800.00			2,800.00	0.00	140.00
416	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	0.00	50.00
417	Trim devices (common area)	500.00	500.00			500.00	0.00	25.00
418	Installation of boxes in stud walls (units, FA, & Voice/Data)	3,500.00	3,500.00			3,500.00	0.00	175.00
419	Branch cabling in stud walls (units)	16,800.00	16,800.00			16,800.00	0.00	840.00
420	Sound Proofing & Fire Pads	800.00	800.00			800.00	0.00	40.00
421	Wire pulling (units)	3,200.00	3,200.00			3,200.00	0.00	160.00
422	Trim devices (units)	1,600.00	1,600.00			1,600.00	0.00	80.00
423	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	0.00	75.00
424	Install unit panel	5,000.00	5,000.00			5,000.00	0.00	250.00
425	Unit Feeders 12th Floor	17,500.00	17,500.00			17,500.00	0.00	875.00

APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

TEN FIFTY B PROJECT

TURNER CONSTRUCTION

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS PERIOD APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%	
							% (G/C)		
15-th Floor									
458									
459									
460	Installation of boxes & Sleeves in deck, columns, and concrete	6,650.00	6,650.00	6,650.00		6,650.00	100%	332.50	
461	Conduit installation in deck, columns and concrete walls	10,600.00	10,600.00	10,600.00		10,600.00	100%	530.00	
462	Installation of boxes in stud walls (common area & FA)	1,000.00	1,000.00	1,000.00		1,000.00	100%	50.00	
463	Branch cabling in stud walls and ceiling (common area)	2,800.00	2,800.00	2,800.00		2,800.00	100%	140.00	
464	Installation of light fixtures (common area)	1,000.00	1,000.00	1,000.00		1,000.00	100%	50.00	
465	Trim devices (common area)	500.00	500.00	500.00		500.00	100%	25.00	
466	Installation of boxes in stud walls (units, FA, & Voice/Data)	3,500.00	3,500.00	3,500.00		3,500.00	100%	175.00	
467	Branch cabling in stud walls (units)	16,800.00	16,800.00	16,800.00		16,800.00	100%	840.00	
468	Sound Proofing & Fire Pads	800.00	800.00	800.00		800.00	100%	40.00	
469	Wire pulling (units)	3,200.00	3,200.00	3,200.00		3,200.00	100%	160.00	
470	Trim devices (units)	1,600.00	1,600.00	1,600.00		1,600.00	100%	80.00	
471	Installation of light fixtures (units)	1,500.00	1,500.00	1,500.00		1,500.00	100%	75.00	
472	Install unit panel	5,000.00	5,000.00	5,000.00		5,000.00	100%	250.00	
473	Unit Feeders 4th Floor	17,500.00	17,500.00	17,500.00		17,500.00	100%	875.00	
474									
16-th Floor									
475									
476	Installation of boxes & Sleeves in deck, columns, and concrete	6,650.00	6,650.00	6,650.00		6,650.00	100%	332.50	
477	Conduit installation in deck, columns and concrete walls	10,600.00	10,600.00	10,600.00		10,600.00	100%	530.00	
478	Installation of boxes in stud walls (common area & FA)	1,000.00	1,000.00	1,000.00		1,000.00	100%	50.00	
479	Branch cabling in stud walls and ceiling (common area)	2,800.00	2,800.00	2,800.00		2,800.00	100%	140.00	
480	Installation of light fixtures (common area)	1,000.00	1,000.00	1,000.00		1,000.00	100%	50.00	
481	Trim devices (common area)	500.00	500.00	500.00		500.00	100%	25.00	
482	Installation of boxes in stud walls (units, FA, & Voice/Data)	3,500.00	3,500.00	3,500.00		3,500.00	100%	175.00	
483	Branch cabling in stud walls (units)	16,800.00	16,800.00	16,800.00		16,800.00	100%	840.00	
484	Sound Proofing & Fire Pads	800.00	800.00	800.00		800.00	100%	40.00	
485	Wire pulling (units)	3,200.00	3,200.00	3,200.00		3,200.00	100%	160.00	
486	Trim devices (units)	1,600.00	1,600.00	1,600.00		1,600.00	100%	80.00	
487	Installation of light fixtures (units)	1,500.00	1,500.00	1,500.00		1,500.00	100%	75.00	
488	Install unit panel	5,000.00	5,000.00	5,000.00		5,000.00	100%	250.00	
489	Unit Feeders 4th Floor	17,500.00	17,500.00	17,500.00		17,500.00	100%	875.00	

TO: TURNER CONSTRUCTION
 TEN FIFTY B PROJECT
 APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
19-th Floor								
522								
523								
524	Installation of boxes & Sleeves in deck, columns, and concrete	6,650.00	6,650.00			6,650.00	100%	332.50
525	Conduit installation in deck, columns and concrete walls	10,600.00	10,600.00			10,600.00	100%	530.00
526	Installation of boxes in stud walls (common area & FA)	1,000.00	1,000.00			1,000.00	100%	50.00
527	Branch cabling in stud walls and ceiling (common area)	2,800.00	2,800.00			2,800.00	100%	140.00
528	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	100%	50.00
529	Trim devices (common area)	500.00	500.00			500.00	100%	25.00
530	Installation of boxes in stud walls (units, FA, & Voice/Data)	3,500.00	3,500.00			3,500.00	100%	175.00
531	Branch cabling in stud walls (units)	16,800.00	16,800.00			16,800.00	100%	840.00
532	Sound Proofing & Fire Pads	800.00	800.00			800.00	100%	40.00
533	Wire pulling (units)	3,200.00	3,200.00			3,200.00	100%	160.00
534	Trim devices (units)	1,600.00	1,600.00			1,600.00	100%	80.00
535	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	100%	75.00
536	Install unit panel	5,000.00	5,000.00			5,000.00	100%	250.00
537	Unit Feeders 4th Floor	17,500.00	17,500.00			17,500.00	100%	875.00
538								
20-th Floor								
539								
540	Installation of boxes & Sleeves in deck, columns, and concrete	6,650.00	6,650.00			6,650.00	100%	332.50
541	Conduit installation in deck, columns and concrete walls	10,600.00	10,600.00			10,600.00	100%	530.00
542	Installation of boxes in stud walls (common area & FA)	1,000.00	1,000.00			1,000.00	100%	50.00
543	Branch cabling in stud walls and ceiling (common area)	2,800.00	2,800.00			2,800.00	100%	140.00
544	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	100%	50.00
545	Trim devices (common area)	500.00	500.00			500.00	100%	25.00
546	Installation of boxes in stud walls (units, FA, & Voice/Data)	3,500.00	3,500.00			3,500.00	100%	175.00
547	Branch cabling in stud walls (units)	16,800.00	16,800.00			16,800.00	100%	840.00
548	Sound Proofing & Fire Pads	800.00	800.00			800.00	100%	40.00
549	Wire pulling (units)	3,200.00	3,200.00			3,200.00	100%	160.00
550	Trim devices (units)	1,600.00	1,600.00			1,600.00	100%	80.00
551	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	100%	75.00
552	Install unit panel	5,000.00	5,000.00			5,000.00	100%	250.00
553	Unit Feeders 4th Floor	17,500.00	17,500.00			17,500.00	100%	875.00

TO: TURNER CONSTRUCTION
 APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

TEN FIFTY B PROJECT

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS THIS PERIOD APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD (D+E)	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
586								
587	23-rd Floor							
588	Installation of boxes & Sleeves in deck, columns, and concrete	6,650.00	6,650.00			6,650.00	0.00	332.50
589	Conduit installation in deck, columns and concrete walls	10,600.00	10,600.00			10,600.00	0.00	530.00
590	Installation of boxes in stud walls (common area & FA)	1,000.00	1,000.00			1,000.00	0.00	50.00
591	Branch cabling in stud walls and ceiling (common area)	2,800.00	2,800.00			2,800.00	0.00	140.00
592	Installation of light fixtures (common area)	1,000.00	1,000.00			1,000.00	0.00	50.00
593	Trim devices (common area)	500.00	500.00			500.00	0.00	25.00
594	Installation of boxes in stud walls (units, FA, & Voice/Data)	3,500.00	3,500.00			3,500.00	0.00	175.00
595	Branch cabling in stud walls (units)	16,800.00	16,800.00			16,800.00	0.00	840.00
596	Sound Proofing & Fire Pads	800.00	800.00			800.00	0.00	40.00
597	Wire pulling (units)	3,200.00	3,200.00			3,200.00	0.00	160.00
598	Trim devices (units)	1,600.00	1,600.00			1,600.00	0.00	80.00
599	Installation of light fixtures (units)	1,500.00	1,500.00			1,500.00	0.00	75.00
600	Install unit panel	5,000.00	5,000.00			5,000.00	0.00	250.00
601	Unit Feeders 4th Floor	17,500.00	17,500.00			17,500.00	0.00	875.00
602								
603								
604								
605	Roof							
606	Installation of boxes in deck	1,000.00	1,000.00			1,000.00	0.00	50.00
607	Conduit installation in deck	2,500.00	2,500.00			2,500.00	0.00	125.00
608	Wire Pulling	2,000.00	2,000.00			2,000.00	0.00	100.00
609	Trim Devices	500.00	500.00			500.00	0.00	25.00
610	Install light fixtures	500.00	500.00			500.00	0.00	25.00
611	Connect Equipment	6,500.00	6,500.00			6,500.00	0.00	325.00
612								
613								
614	Fire Alarm							
615	F/A Material and Equipment	115,750.00	115,750.00			115,750.00	0.00	5,787.50
616	F/A - Programming	2,500.00	2,500.00			2,500.00	0.00	125.00
617	F/A - Checkout / Testing	2,500.00	2,500.00			2,500.00	0.00	125.00
618								
619	Parking Garage - B3							
620	F/A Wire - Installation	2,157.00	2,157.00			2,157.00	0.00	107.85
621	F/A Devices - Installation	804.00	804.00			804.00	0.00	40.20

TO: TURNER CONSTRUCTION

TEN FIFTY B PROJECT

APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS PERIOD	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED	H BALANCE TO FINISH	I RETAINAGE	
			(D+E)	(D+E)	(NOT IN D.O.R.E)	(D+E+F)	(C-G)	5%	
11-th Floor									
660	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
661	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
12-th Floor									
662	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
663	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
13-th Floor									
664	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
665	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
14-th Floor									
666	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
667	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
15-th Floor									
668	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
669	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
16-th Floor									
670	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
671	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
17-th Floor									
672	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
673	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
18-th Floor									
674	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
675	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
19-th Floor									
676	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
677	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
20-th Floor									
678	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
679	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
21-st Floor									
680	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
681	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
22-nd Floor									
682	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
683	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
23-rd Floor									
684	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
685	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
686	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
687	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
688	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
689	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
690	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
691	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
692	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
693	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
694	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
695	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
696	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
697	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	
698	FIA Wire - Installation	1,917.00	1,917.00	1,917.00		1,917.00	100%	95.85	
699	FIA Devices - Installation	715.00	715.00	715.00		715.00	100%	35.75	

TO: TURNER CONSTRUCTION

TEN FIFTY B PROJECT

APPLICATION NUMBER: 12808-023-REV
 APPLICATION DATE: 5/20/2010
 PERIOD TO: 5/31/2010

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS PERIOD APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
							% (G/C)	
CHANGE ORDERS								
CO #01	AT&T Phone transfer per PCO No. 043-001	3,305.00	3,305.00			3,305.00	100%	165.25
CO #02	Dry Utility Room Installation - Street Light Poles	33,891.00	33,891.00			33,891.00	100%	1,694.55
CO #03	Electrical Main Lobby Coordination Re-Draw	727.00	727.00			727.00	100%	36.35
CO #04	Electrical Main Lobby for ASI RCP	1,363.00	1,363.00			1,363.00	100%	68.15
CO #05	Emergency Call Buttons @ Stair Landings/Elevator Lobbies	77,519.00	77,519.00			77,519.00	100%	3,875.95
CO #06	Vending Machine & Flat	2,179.00	2,179.00			2,179.00	100%	108.95
CO #07	Additional Conduit for Security Garage Cameras	11,912.00	11,912.00			11,912.00	100%	595.60
CO #08	Citywide Electronics	1,802.00	1,802.00			1,802.00	100%	90.10
CO #09	ASI 107 & RFI 301	4,700.00	4,700.00			4,700.00	100%	235.00
CO #10	Main Lobby Electrical Work	12,298.00	12,298.00			12,298.00	100%	614.90
CO #11	ASU & Lobby New Traffic Signal Pole	33,022.00	33,022.00			33,022.00	100%	1,651.10
CO #12	Traffic Signal Pole Work at Night	13,309.00		13,309.00		13,309.00	100%	665.45
CO #13	Credit: Phone ETP Signage/Programming & Light Pole Overl	(7,844.00)		(7,844.00)		(7,844.00)	100%	(392.20)
CO #14	ASI-117-R3 Electrical work / Garage Lighting	10,887.00		10,887.00		10,887.00	100%	544.35
CO #15	Upgrades to Low Level & Exterior Exits	16,040.00		16,040.00		16,040.00	100%	802.00
CO #16	Replacement costs for missing fixtures/Re-work @ Lobby	(1,308.00)		(1,308.00)		(1,308.00)	100%	(65.40)
TOTAL		4,012,442.00	3,981,358.00	31,084.00		4,012,442.00	100%	200,622.10

Handwritten notes:
 Lobby
 Lobby

Handwritten note: STREET LIGHTS 80, 222

BREAKDOWN OF COSTS

Ten Fifty B - 12336900

Similar to AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT.
 Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

A Item No.	B SUMMARY Description of Work	C Base Contract Amount	D Approved Turner SCOs	E Revised Contract Amount	F WORK COMPLETED		G This Application Work in Place	H Stored Mtls.	I Total Comp & Stored To Date	J % Complete	K Balance To Finish	L Retainage this Period	M Total Retainage	N Retainage %	O Net Previously Billed	P Current Net Due
					Previous Applications	This Application										
1	Concrete submittals/mobilization	25,000	0	25,000	25,000	0	0	25,000	100%	0	0	0	1,250	5%	23,750	0
2	Erect tower crane	150,000	0	150,000	150,000	0	0	150,000	100%	0	0	0	7,500	5%	142,500	0
3	Mud submittals for center mat slab	75,000	0	75,000	75,000	0	0	75,000	100%	0	0	0	3,750	5%	71,250	0
4	Pour center mat slab	250,000	0	250,000	250,000	0	0	250,000	100%	0	0	0	12,500	5%	237,500	0
5	Mud submittals for east mat slab	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
6	Pour east mat slab	350,000	0	350,000	350,000	0	0	350,000	100%	0	0	0	17,500	5%	332,500	0
7	Mud submittals for west mat slab	350,000	0	350,000	350,000	0	0	350,000	100%	0	0	0	17,500	5%	332,500	0
8	Pour west mat slab	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
9	Templates for spread/continuous footings	300,000	0	300,000	300,000	0	0	300,000	100%	0	0	0	15,000	5%	285,000	0
10	Pour spread/continuous footings	300,000	0	300,000	300,000	0	0	300,000	100%	0	0	0	15,000	5%	285,000	0
11	Form and pour slab on grade	250,000	0	250,000	250,000	0	0	250,000	100%	0	0	0	12,500	5%	237,500	0
12	Form P3 vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
13	Pour P3 vertical	300,000	0	300,000	300,000	0	0	300,000	100%	0	0	0	15,000	5%	285,000	0
14	Form P2 deck	300,000	0	300,000	300,000	0	0	300,000	100%	0	0	0	15,000	5%	285,000	0
15	Pour P2 deck	150,000	0	150,000	150,000	0	0	150,000	100%	0	0	0	7,500	5%	142,500	0
16	Form P2 vertical	250,000	0	250,000	250,000	0	0	250,000	100%	0	0	0	12,500	5%	237,500	0
17	Pour P2 vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
18	Form P1 deck	300,000	0	300,000	300,000	0	0	300,000	100%	0	0	0	15,000	5%	285,000	0
19	Pour P1 deck	150,000	0	150,000	150,000	0	0	150,000	100%	0	0	0	7,500	5%	142,500	0
20	Form P1 vertical	250,000	0	250,000	250,000	0	0	250,000	100%	0	0	0	12,500	5%	237,500	0
21	Pour P1 vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
22	Form 1st floor	430,000	0	430,000	430,000	0	0	430,000	100%	0	0	0	21,500	5%	408,500	0
23	Pour 1st floor	250,000	0	250,000	250,000	0	0	250,000	100%	0	0	0	12,500	5%	237,500	0
24	Form 1st floor vertical (Retail Area)	150,000	0	150,000	150,000	0	0	150,000	100%	0	0	0	7,500	5%	142,500	0
25	Pour 1st floor vertical (Retail Area)	67,178	0	67,178	67,178	0	0	67,178	100%	0	0	0	3,359	5%	63,819	0
26	Form 2nd floor	430,000	0	430,000	430,000	0	0	430,000	100%	0	0	0	21,500	5%	408,500	0
27	Pour 2nd floor	207,822	0	207,822	207,822	0	0	207,822	100%	0	0	0	10,391	5%	197,431	0
28	Form 2nd floor vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
29	Pour 2nd floor vertical	50,000	0	50,000	50,000	0	0	50,000	100%	0	0	0	2,500	5%	47,500	0
30	Form 3rd floor	180,000	0	180,000	180,000	0	0	180,000	100%	0	0	0	9,000	5%	171,000	0
31	Pour 3rd floor	90,000	0	90,000	90,000	0	0	90,000	100%	0	0	0	4,500	5%	85,500	0
32	Form 3rd floor vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
33	Pour 3rd floor vertical	50,000	0	50,000	50,000	0	0	50,000	100%	0	0	0	2,500	5%	47,500	0
34	Form 4th floor	180,000	0	180,000	180,000	0	0	180,000	100%	0	0	0	9,000	5%	171,000	0
35	Pour 4th floor	90,000	0	90,000	90,000	0	0	90,000	100%	0	0	0	4,500	5%	85,500	0
36	Form 4th floor vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
37	Pour 4th floor vertical	50,000	0	50,000	50,000	0	0	50,000	100%	0	0	0	2,500	5%	47,500	0
38	Form 5th floor	180,000	0	180,000	180,000	0	0	180,000	100%	0	0	0	9,000	5%	171,000	0
39	Pour 5th floor	90,000	0	90,000	90,000	0	0	90,000	100%	0	0	0	4,500	5%	85,500	0
40	Form 5th floor vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
41	Pour 5th floor vertical	50,000	0	50,000	50,000	0	0	50,000	100%	0	0	0	2,500	5%	47,500	0
42	Form 6th floor	180,000	0	180,000	180,000	0	0	180,000	100%	0	0	0	9,000	5%	171,000	0
43	Pour 6th floor	90,000	0	90,000	90,000	0	0	90,000	100%	0	0	0	4,500	5%	85,500	0
44	Form 6th floor vertical	100,000	0	100,000	100,000	0	0	100,000	100%	0	0	0	5,000	5%	95,000	0
45	Pour 6th floor vertical	50,000	0	50,000	50,000	0	0	50,000	100%	0	0	0	2,500	5%	47,500	0
46	Form 7th floor	180,000	0	180,000	180,000	0	0	180,000	100%	0	0	0	9,000	5%	171,000	0
47	Pour 7th floor	90,000	0	90,000	90,000	0	0	90,000	100%	0	0	0	4,500	5%	85,500	0
48	Form 7th floor vertical	80,000	0	80,000	80,000	0	0	80,000	100%	0	0	0	4,000	5%	76,000	0
49	Pour 7th floor vertical	40,000	0	40,000	40,000	0	0	40,000	100%	0	0	0	2,000	5%	38,000	0

59,875.00

BREAKDOWN OF COSTS

A Item No.	B SUMMARY Description of Work	C Base Contract Amount	D Approved Turner SCOs	E Revised Contract Amount	F WORK COMPLETED		G This Application Work in Place	H Stored Mtls	I Total Comp & Stored To Date	J % Complete	K Balance To Finish	L Retainage this period	M Total Retainage	N Retainage %	O Net Previously Billed	P Current Net Due
					Previous Applications	Applications										
101	Pour 20th floor vertical	20,000	0	20,000	20,000	0	0	20,000	100%	0	0	0	1,000	5%	19,000	0
102	Form 21st floor	60,000	0	60,000	60,000	0	0	60,000	100%	0	0	0	3,000	5%	57,000	0
103	Pour 21st floor	30,000	0	30,000	30,000	0	0	30,000	100%	0	0	0	1,500	5%	28,500	0
104	Form 21st floor vertical	40,000	0	40,000	40,000	0	0	40,000	100%	0	0	0	2,000	5%	38,000	0
105	Pour 21st floor vertical	20,000	0	20,000	20,000	0	0	20,000	100%	0	0	0	1,000	5%	19,000	0
106	Form 22nd floor	60,000	0	60,000	60,000	0	0	60,000	100%	0	0	0	3,000	5%	57,000	0
107	Pour 22nd floor	30,000	0	30,000	30,000	0	0	30,000	100%	0	0	0	1,500	5%	28,500	0
108	Form 22nd floor vertical	40,000	0	40,000	40,000	0	0	40,000	100%	0	0	0	2,000	5%	38,000	0
109	Pour 22nd floor vertical	20,000	0	20,000	20,000	0	0	20,000	100%	0	0	0	1,000	5%	19,000	0
110	Form 23rd floor	60,000	0	60,000	60,000	0	0	60,000	100%	0	0	0	3,000	5%	57,000	0
111	Pour 23rd floor	30,000	0	30,000	30,000	0	0	30,000	100%	0	0	0	1,500	5%	28,500	0
112	Form 23rd floor vertical	40,000	0	40,000	40,000	0	0	40,000	100%	0	0	0	2,000	5%	38,000	0
113	Pour 23rd floor vertical	20,000	0	20,000	20,000	0	0	20,000	100%	0	0	0	1,000	5%	19,000	0
114	Form roof	60,000	0	60,000	60,000	0	0	60,000	100%	0	0	0	3,000	5%	57,000	0
115	Pour roof	30,000	0	30,000	30,000	0	0	30,000	100%	0	0	0	1,500	5%	28,500	0
116	Dismantle tower crane	75,000	0	75,000	75,000	0	0	75,000	100%	0	0	0	3,750	5%	71,250	0
117	Laydown area	60,000	0	60,000	60,000	0	0	60,000	100%	0	0	0	3,000	5%	57,000	0
118		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
119	Pad allowance	20,000	0	20,000	20,000	0	0	20,000	100%	0	0	0	1,000	5%	19,000	0
120	Curb allowance	20,000	0	20,000	17,129	2,871	0	20,000	100%	0	0	144	1,000	5%	16,273	2,727
121	Embed allowance	50,000	0	50,000	50,000	0	0	50,000	100%	0	0	0	2,500	5%	47,500	0
122	Blockout allowance	10,000	0	10,000	10,000	0	0	10,000	100%	0	0	0	500	5%	9,500	0
123	Carpenter & labor allowance	47,000	0	47,000	47,000	0	0	47,000	100%	0	0	0	2,350	5%	44,650	0
124		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
125		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
126		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
127		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
128		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
129		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
130		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
131		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
132		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
133		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
134		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
135		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
136		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
137		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
138		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
139		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
140		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
141		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
142		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
143		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
144		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
145		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
146		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
147		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
148		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
149		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
150		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
151		0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0

Similar to AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT.
 Contractors signed. Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

Ten Fifty B - 1238910

APPLICATION NO.: 22-Jan-09
 APPLICATION DATE: 3/15/2010
 PERIOD FROM: 3/1/2010
 PERIOD TO: 3/31/2010

**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

CIVIL CODE 3262 (d) (1)

Upon receipt by the undersigned of a check from Turner Construction in the amount of
\$ 20,097 payable to J.R. Construction, Inc. and when the check has been
properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to
release any mechanic's lien, stop notice, or bond right the undersigned has on the job of
Ten Fifty B located at 1050 B Street
to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished
to TURNER CONSTRUCTION COMPANY through 03/31/10 only and
does not cover any retentions retained before or after the release date; extras furnished before the release date for
which payment has not been received; extras or items furnished after the release date. Rights based upon work
performed or items furnished under a written change order which has been fully executed by the parties prior to the
release date are covered by this release unless specifically reserved by the claimant in this release. This release of
any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between
parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the
undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release
if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before
any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 3/15/2010

Sub-Contractor: J.R. Construction, Inc.

By: 
Ramon B. Camacho - President

Title of Officer: PROJECT MANAGER

Note: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

Staff is currently working with HCD to enter into a Standard Agreement so that the City can draw down funds. Once the Standard Agreement (Attachment 2) is executed between the City

and HCD, the City will submit a disbursement request to HCD requesting the grant funds in the amount of \$4,002,240. The budget for the TOD funds and backup documents of the expenditures are attached to this report (Attachment 3). Upon receipt of funding, the City will in turn reimburse FFAH, the Developer Partnership's managing general partner, for infrastructure expenses approved in the disbursement request.

FISCAL CONSIDERATIONS: This action does not impact the City's General Fund. Funding sources consist of state, federal and local redevelopment funds. If the State Prop IC funds are not disbursed prior to the maturity date of November 1, 2010, the Developer Partnerships will be in default of the \$45 million construction loan, and the Redevelopment Agency's \$34 million loan for the Project, which is in junior position to the construction loan, will be jeopardized. US Bank, the construction lender, indicated that the date will not be extended.

PREVIOUS COUNCIL ACTION: On March 5, 2008, the City Council approved Resolution No-303434, granting authority to the Mayor to apply for the TOD grant funding under the Proposition IC administered by HCD for the Project. The Resolution also authorized the Auditor and Comptroller to accept the TOD grant funds and establish a special interest-bearing fund for the grant funds if the project is awarded such funding.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None with this action. However, significant community engagement occurred upon the Project's approval.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

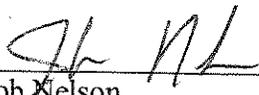
<i>Ten Fifty B Street, L.P.</i>		
ROLE	FIRM/CONTACT	OWNERSHIP
Administrative General Partner	Affirmed Housing Group James Silverwood, President	James Silverwood (privately Owned)
Managing General Partner	Foundation for Affordable Housing Deborah Willard, President/Executive Director	501(c)(3) organization
Limited Partner (Tax Credit Investor)	Boston Capital Finance, LLC William Fazzano, Vice President	Privately owned

<i>Ten Fifty B Street Housing Partners, L.P.</i>		
ROLE	FIRM/CONTACT	OWNERSHIP
Administrative General Partner	Affirmed Housing Group James Silverwood, President	James Silverwood (privately Owned)
Managing General Partner	Foundation for Affordable Housing Deborrah Willard, President/Executive Director	501(c)(3) organization
Limited Partner (Tax Credit Investor)	Boston Capital Finance, LLC William Fazzano, Vice President	Privately owned

CITY COUNCIL APPROVAL: The proposed action has been tentatively scheduled for City Council on October 18, 2010; pending a recommendation by the Land Use and Housing Committee.



 William Anderson, FAICP
 Director, City Planning and
 Community Investment



 Job Nelson
 Director, Intergovernmental
 Relations

- Attachment 1 - Resolution 303434
- Attachment 2- HCD Standard Agreement
- Attachment 3- Budget and Disbursement Request
- Attachment 4- CC Report - 2010
- Attachment 5- HCD Award Letter
- Attachment 6- Agreement between City and Affordable Housing Foundation

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE

Arnold Schwarzenegger, Governor



Transit Oriented Development Housing Program
1800 Third Street, Suite 480
1800 3rd Street
Sacramento, CA 95811
(916) 324-1555
FAX (916) 324-1461

Centre City
Development Corp.

JUL 08 2008

Orig. To:
Copy To:

June 24, 2008

Mr. Jeff Graham
Assistant Vice President-Redevelopment
City of San Diego/CCDC
225 Broadway #1100
San Diego, California 92101

RE: Ten-Fifty B

Dear Mr. Graham:

I am pleased to inform you that the Department of Housing and Community Development (Department) has awarded a grant from the Transit Oriented Development (TOD) Ten-Fifty B. This letter constitutes notice of the award of TOD grant funds in the amount of \$4,002,240 for the Ten-Fifty B project in the City of San Diego, San Diego County. Department staff is preparing a detailed commitment letter that will state the specific conditions of the TOD grant.

This commitment is conditioned on compliance with the requirements of all applicable Program statutes, regulations, and guidelines as well as any project agreements stipulated in the commitment letter and contract documents, which will be forwarded to the awardee.

The Department reserves the right to continue to analyze and underwrite the application to determine such compliance. If, as a result of such further analysis and underwriting, the Department determines that the project does not substantially comply with program requirements, it may condition, amend or terminate its award accordingly. Please note that the Department does not have authority to disburse any funds until all required agreements are fully executed.

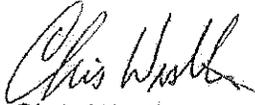
The mission of the Department is to preserve and expand safe and affordable housing opportunities and promote strong communities for all Californians. The TOD Housing Program provides permanent financing for the development and construction of mixed use and rental housing development projects, for homeownership mortgage assistance, and grants for infrastructure necessary for the development of housing near transit stations or to facilitate connection between housing and the transit station. Awards are being widely distributed throughout the state.

Attachment 5
HCD Award Letter

Mr. Graham
June 24, 2008
Page 2

We look forward to working with you on this project. If you have any questions regarding the grant and its conditions, please contact Craig Morrow, Manager at (916) 324-1565.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chris Westlake".

Chris Westlake
Deputy Director



AGREEMENT

BETWEEN

THE CITY OF SAN DIEGO

AND

FOUNDATION FOR AFFORDABLE HOUSING V, INC.

**A Not-for-Profit Organization under
Section 501(c)(3) of the Internal Revenue Code**

**FOR FUNDING FOR INFRASTRUCTURE PROVIDED AS PART OF DEVELOPMENT
FOR THE 1050 B STREET AFFORDABLE HOUSING PROJECT- COOPERATIVE
AGREEMENT**

**Attachment 6
Agreement between City
and Affordable Housing
Foundation**

THIS AGREEMENT is entered by and between THE CITY OF SAN DIEGO, a municipal corporation [City], and FOUNDATION FOR AFFORDABLE HOUSING, V, Inc., a California non-profit public benefit corporation (Contractor), the managing general partner of TEN FIFTY B STREET, L.P. and TEN FIFTY B STREET HOUSING PARTNERS, L.P. whose address is, 30950 Rancho Viejo Road, Suite 100, San Juan Capistrano, CA 92675, made with reference to the following:

RECITALS

WHEREAS, the City requires infrastructure to support the affordable housing project developed at 1050 B Street, San Diego, CA 92101 (Project); and

WHEREAS, City forces are presently unable to provide adequately the required service; and

WHEREAS, City has applied for Proposition 1C Transit-Oriented Development (TOD) Grant Funds from the California Department of Housing and Community Development for use for infrastructure necessary for the development of housing near transit stations; and

WHEREAS, Contractor is the managing general partner of Ten Fifty B Street, L.P. and Ten Fifty B Street Housing Partners, L.P., the Project's developers (collective the 'Project Developer'), which is located within a one-quarter mile of a Qualifying Transit Station, as is defined in the TOD Program Guidelines, and

WHEREAS, as a condition of the Map Waiver No. 530079 issued by discretionary hearing on April 23, 2008, the Project required the development of infrastructure, including but not limited to, new sidewalk improvements along the Project's street frontage, ADA compliant curb cuts, street trees and updated street traffic signalization, utility trenches, gas lines, and subterranean parking in order for the Project to be viable; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

ARTICLE I

CONTRACTOR SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Service. The Contractor has (through the development partnerships 1050 B Street, L.P. and Ten Fifty B Street Housing Partners, L.P.) provided infrastructure accompanying the development of the Project, including but not limited to, new sidewalk improvements along the Project's street frontage, ADA compliant curb cuts, street trees and updated street traffic signalization, utility trenches, gas lines, and subterranean parking, as is more particularly described in Exhibit A to the Standard Grant Agreement between the City and the California Department of Housing and Community Development. The City has accepted the improvements and the project was given a Certificate of Occupancy on May 17, 2010,

confirming these improvements were completed according to the City's requirements. All services required by Contractor to be performed pursuant to this Agreement have been performed.

1.2 Compliance With Laws. Contractor shall comply with all applicable local, state and federal laws and regulations in performing this Agreement.

1.3 Non-Assignment. Contractor or Project Developer shall perform all services required under this Agreement. No part of this Agreement or the services required hereunder may be assigned or subcontracted to any other person or entity without the prior written approval of the City.

1.4 Status of Contractor. The Contractor shall be an independent contractor and nothing contained herein shall authorize the Contractor to act as agent of the City in any manner. All persons engaged in performing work for the Contractor under the project shall be employees or contractors of the Contractor, not of the City.

ARTICLE II

OBLIGATIONS OF THE CITY

2.1 Assignment Coordination. The Intergovernmental Relations Department in the Office of the Mayor shall be responsible for coordinating assignments undertaken pursuant to this Agreement and will provide overall supervision of the progress and performance of this Agreement for City.

2.2 Payment By City. Upon their receipt from the California Department of Housing & Community Development, The City shall release funds to the Contractor as payment for installation of the infrastructure, as described in section 1.1, in Proposition 1C TOD grant proceeds not to exceed Four Million Two Thousand Two Hundred and Forty Dollars (\$4,002,240). The City shall have no obligation to provide said grant funds to Contractor should the California Department of Housing and Community Development fail first to issue grant funds to City.

2.3 No Further Payment By City. Contractor and City agree that City is not liable for any other costs, including wages, incurred by Contractor in the performance of this Agreement, nor will the City be liable for any costs whatsoever should the California Department of Housing and Community Development fail first to issue grant funds to City.

2.4 Contract Administrator. The Contract Administrator is Amy Benjamin or designee at:

- Telephone No.: (619) 533-3983
- Email: abenjamin@sandiego.gov

The City's designated representative will communicate with the Contractor on all matters related to the administration of this Agreement and the Contractor's performance of the Services

rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

2.5 Right to Enter and Inspect. Upon three days' prior written notice, City and its agents and employees shall at all times have the right of entry and free access to the project sites during normal business hours and right to inspect all work done, labor performed, and materials furnished in and about the project.

2.7 City's Right to Terminate for Default. If the Contractor fails to perform or adequately perform any obligation required by this Agreement, the Contractor's failure constitutes a Default. If the Contractor fails to satisfactorily cure a Default within thirty (30) calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor under this Agreement. The rights and remedies of the City enumerated in this paragraph are cumulative and shall not limit the City's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the City against the Contractor.

ARTICLE III

INDEMNIFICATION

3.1 Indemnification. Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of Contractor, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of City, its agents, officers, or employees.

ARTICLE IV. MISCELLANEOUS PROVISIONS

4.1 Term of Agreement. Following the execution of this Agreement by the Parties, this Agreement shall be effective upon the date it is executed by City Attorney in accordance with San Diego Charter section 40 (Effective Date). Unless otherwise terminated, the Agreement shall be effective until (i) the City transfers the Proposition 1C TOD grant funds to the Contractor or (ii) the California Housing and Community Development Department notifies

the City that the grant funds will not be forthcoming, whichever is earlier, but not to exceed five years unless approved by City ordinance.

4.2 Construction Documents. Construction Documents include, but are not limited to: construction contract, contract addenda, notice inviting bids, instructions to bidders, bid (including documentation accompanying bid and any post-bid documentation submitted prior to notice of award), the bond(s), the general conditions, permits from other agencies, the special provisions, the plans, standard plans, standard specifications, reference specifications, and all modifications issued after the execution of the construction contract.

4.3 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

4.4 Gender & Number. Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine genders, and (ii) the singular number includes the plural number.

4.5 Reference to Paragraphs. Each reference in this Agreement to a Section refers, unless otherwise stated, to a Section of this Agreement.

4.6 Incorporation of Recitals. All Recitals herein are true and correct to the Parties' best knowledge and belief, and are fully incorporated into this Agreement by reference and are made a part hereof.

4.7 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

4.8 Integration. This Agreement and all Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or a written amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

4.9 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

4.10 Drafting Ambiguities. The Parties acknowledge they each have been fully advised by their own counsel with respect to the negotiations, terms, and conditions of this Agreement. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

4.11 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement

shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

4.12 Prompt Performance. Time is of the essence of each covenant and condition set forth in this Agreement.

4.13 Good Faith Performance. The Parties shall cooperate with each other in good faith, and assist each other in the performance of the provisions of this Agreement.

4.14 Further Assurances. City and Contractor each agree to execute and deliver such additional documents as may be required to effectuate the purposes of this Agreement.

4.15 Exhibits. Each of the Exhibits referenced and attached to this Agreement is fully incorporated herein by reference.

4.16 Compliance with Controlling Law. Contractor certifies it required its consultants, contractors, subcontractors, agents, and employees to comply with all laws, statutes, resolutions, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement (and if expressly made applicable by the City Council, California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and preconstruction phases of Project), including during inspection and land surveying work. In addition, Contractor certifies it required its consultants, contractors, subcontractors, agents, and employees comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, resolutions, ordinances, rules, regulations or policies.

4.17 Hazardous Materials. Hazardous Materials constitute any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to Property, including, without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395.15), and the Hazardous Waste Control Law (Health and Safety Code sections 25100-25250.25). Contractor certifies it complied with all applicable state, federal and local laws and regulations pertaining to Hazardous Materials.

4.18 Jurisdiction, Venue, Choice of Law, and Attorney Fees. The venue for any suit or proceeding concerning this Agreement, including the interpretation or application of any of its terms or any related disputes, shall be in the County of San Diego, State of California. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

4.19 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

4.20 Third-Party Relationships. Nothing in this Agreement shall create a contractual relationship between City and any third-party.

4.21 Non-Assignment. The Contractor shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

4.22 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

4.23 Independent Contractors. The Contractor, any consultants, contractors, subcontractors, and any other individuals employed by Contractor shall be independent contractors and not agents of City. Any provisions of this Agreement that may appear to give City any right to direct Contractor concerning the details of performing the work or services under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

4.24 Approval. Where the consent or approval of a Party is required or necessary under this Agreement, the consent or approval shall not be unreasonably withheld; however, nothing in this Section shall in any way bind or limit any future action of the City Council pertaining to this Agreement or Project.

4.25 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

4.26 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been duly obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

4.27 Remedies. Notwithstanding any other remedies available to City at law or in equity, Contractor understands that its failure to comply with the obligations required by this Agreement, and/or submitting false information in response to these requirements, may result in

withholding payments until Contractor complies and/or may result in suspension from participating in future city contracts as a developer, prime contractor or consultant for a period of not less than one (1) year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three (3) years.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by Contractor.

This Agreement was approved as to form and content by the City Attorney this _____ of _____, 2010, and this date shall constitute the Effective Date of this Agreement.

FOUNDATION FOR AFFORDABLE HOUSING V, INC., a California non-profit public benefit corporation

By: _____
Deborrah Willard, President

THE CITY OF SAN DIEGO, a Municipal Corporation

By: _____ Dated: _____
Jay Goldstone, Chief Operating Officer

Approved as to form and content:
JAN I. GOLDSMITH, City Attorney

By: _____ Dated: _____
Andrea Contreras Dixon, Deputy City Attorney