STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
23-AHSC-17950	

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

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
BRIDGE Housing Corporation, and City and County of San Francisco

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
11/30/2043

3. The maximum amount of this Agreement is:
$12,721,399.00

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	16
Exhibit E	Project Specific Provisions and Special Terms and Conditions	17
	TOTAL NUMBER OF PAGES ATTACHED	40

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

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CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street Suite 400	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
	Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

CONTRACTOR

BRIDGE Housing Corporation
a California nonprofit public benefit corporation

By: _____ Date: _____

Brad Wiblin
Executive Vice President

_____

Address:

600 California St, Suite 900
San Francisco, CA 94108

City and County of San Francisco
a municipal corporation, acting by and through the Mayor's Office of Housing and Community Development

By: _____ Date: _____

Daniel Adams
Director, Mayor's Office of Housing and Community Development

_____

Address:

1 South Van Ness Avenue, Fifth Floor. Attn: MOHCD
San Francisco, CA 94103

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STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER	AMENDMENT NUMBER
23-AHSC-17950	

1. CONTRACTOR'S NAME
BRIDGE Housing Corporation, and City and County of San Francisco

2. FEDERAL I.D. NUMBER
N/A

3. AGENCY TRANSMITTING AGREEMENT
Department of Housing and Community Development

4. DIVISION, BUREAU, OR OTHER UNIT
Financial Assistance

5. AGENCY BILLING CODE
N/A

6a. CONTRACT ANALYST NAME

6b. EMAIL

6c. PHONE NUMBER

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☑ NO ☐ YES (If Yes, enter prior contractor name and agreement number)

PRIOR CONTRACTOR NAME
N/A

PRIOR AGREEMENT NUMBER
N/A

8. BRIEF DESCRIPTION OF SERVICES
Land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas ("GHG") emissions.

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 AHSC Program, funded from the Greenhouse Gas Reduction Fund, will assist project areas by providing grants and/or loans, or any combination thereof, that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility between destinations resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from Single Occupancy Vehicle use to transit, bicycling or walking.

10. PAYMENT TERMS *(More than one may apply)*

☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☑ Progress Payment
☐ Itemized Invoice ☐ Withhold 0% ☐ Advanced Payment Not To Exceed
☐ Reimbursement/Revenue $ $ 0.00 or 0%
☐ Other (Explain)

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11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Greenhouse Gas Reduction Fund	2240 601 3228 Cat.	2023/2024	36	2014	$ 12,721,399.00

OBJECT CODE 22402000/45302 = $11,717,503.00 5432000 - Grants and Subventions - Governmental
22402000/45302 = $1,003,896.00 5432500 - Grants and Subventions - Non-Governmental

AGREEMENT TOTAL	$ 12,721,399.00
AMOUNT ENCUMBERED BY THIS DOCUMENT	$ 12,721,399.00
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	$ 0.00
TOTAL AMOUNT ENCUMBERED TO DATE	$ 12,721,399.00

OPTIONAL USE

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	ACCOUNTING OFFICER'S NAME *(Print or Type)*	DATE SIGNED

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	AMENDMENT NUMBER
23-AHSC-17950	

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original		11/30/2043	$ 12,721,399.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
		TOTAL	**$ 12,721,399.00**	

13. BIDDING METHOD USED:

☐ Request for Proposal (RFP) *(Attach justification if secondary method is used)*
☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
☑ Exempt from Bidding *(Give authority for exempt status)*
☐ Sole Source Contract *(Attach STD. 821)*
☑ Other *(Explain)* SCM Vol 1, 5.80, B.2.b

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.)*

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.)*

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

17a. 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). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 54760 must be attached to this document.
☑ Not Applicable (Interagency / Public Works / Other _____)

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17b. EMPLOYEE BARGAINING UNIT NOTIFICATION **N/A**

☐ *By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME *(Print or Type)*	DATE SIGNED
N/A	**N/A**	**N/A**

18. FOR AGREEMENTS IN EXCESS OF $5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☐ Yes ☑ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☐ Yes ☑ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ No ☐ Yes ☑ N/A

21. IS A SIGNED COPY OF THE FOLLOWING FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses ☐ No ☐ Yes ☑ N/A

B. STD.204 Vendor Data Record ☐ No ☑ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED ☐ No ☑ Yes ☐ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? ☐ No ☐ Yes

SB/DVBE Certification Number: **N/A**

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?
(If an amendment, explain changes, if any) **N/A**
☐ No *(Explain Below)* ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? **N/A**
☐ No ☐ Yes *(If Yes, provide justification below)*

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

SIGNATURE	NAME/TITLE *(Print or Type)*	DATE SIGNED
	Contracts Office / Contracts Analyst	

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:	
AGREEMENT NUMBER	**AMENDMENT NUMBER**
23-AHSC-17950	

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60
In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

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The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE *(Print or Type)*	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. Project-Specific Provisions

The following are project-specific terms and conditions (and shall inform the references made to project-specific information not contained in prior exhibits.

Provision Ex. A-E.1 (As Referenced in Exhibit A, section 1)

The Project Report is dated October 18, 2023.

Provision Ex. A-E.2 (As Referenced in Exhibit A, section 1)

The Award Letter is dated September 01, 2023.

Provision Ex. A-E.3 (As Referenced in Exhibit A, section 3)

The Scope of Work ("Work") for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, within the Program Project Area:

Included ("x")	Grant Award Categories
N/A	Housing Related Infrastructure (HRI)
X	Program Costs (PGM)
X	Sustainable Transportation Infrastructure (STI)
X	Transportation-Related Amenities (TRA)

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EXHIBIT E

Provision Ex. A-E.4 (As Referenced in Exhibit A, section 3)

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the following unit mix:

11 Frida Kahlo Way San Francisco, CA 94112 APN: 3180-201, 3180-002, Lot 190, BLOCK 3180 (PORTION) County: San Francisco	Balboa Building A			
Enter the number of units by bedroom size and income limit.				
# of Bedrooms	# of Project Units	AHSC Assisted Units*	Income Limit (Percent of AMI)	TOTAL RESTRICTED UNITS**
0	3	3	30%	3
0	7	7	50%	7
0	7	7	60%	7
1	12	12	30%	12
1	13	13	50%	13
1	21	21	60%	21
2	14	14	30%	14
2	10	10	50%	10
2	29	29	60%	29
3	11	11	30%	11
3	10	10	50%	10
3	21	21	60%	21
2	1	0	Manager	0
Total Project Units	159	158		158

EXHIBIT E

* Rental Affordable Housing Developments must include at least 20 percent of the total residential units as Affordable Units with an overall Project average affordability of all Restricted Units within the Project no greater than 50 percent represented by Area Median Income (AMI).

**Total Restricted units include all units restricted by the Program and the Tax Credit Allocation Committee (TCAC). The HRI Grant amount, if any, was calculated based on the number of Total Restricted Units.

Provision Ex. A-E.5 (As Referenced in Exhibit A, section 3A)

Housing Related Infrastructure

The Scope of Work for this Agreement for Housing Related Infrastructure ("HRI Work") shall consist of the following: N/A

Provision Ex. A-E.6 (As Referenced in Exhibit A, section 3B)

Program Costs

The Scope of Work for this Agreement for Program (PGM) Costs ("PGM Work"), shall consist of the following:

The first PGM component, BRIDGE will provide on-site instructor-led adult education, health and wellness or skill building classes. Classes that include: financial literacy, computer training, home-buyer education, general education (GED) classes, resume building classes, English as a Second Language (ESL), nutrition and exercise classes, health information and awareness, art, parenting, food preparation, and smoking cessation classes.

The second PGM component will provide each of the restricted units (1) free transit pass for three years consisting of forty commute length rides a month.

The third PGM component will have Bridge partnering with Eviction Defense Collaborative (EDC), providing support and free legal representation to tenants struggling with rent increases, evictions, housing discrimination and landlord harassment.

EXHIBIT E

The fourth PGM component, GRID Alternatives will extend a solar training program for up to 20 project area residents. This training provides virtual and hands-on solar installation learning opportunities, focusing on skills to help qualify for jobs in the solar industries.

Commercial Space

The Project has no proposed commercial space.

Provision Ex. A-E.7 (As Referenced in Exhibit A, section 3C)

Sustainable Transportation Infrastructure

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure ("STI Work") shall consist of the following:

The first STI component is the purchase two new BART cars as part of the Transbay Corridor Core Capacity Program. This will increase the number of trains during peak hours which increases the capacity to carry passengers.

The second STI component, the San Francisco Municipal Transportation Agency (SFMTA) 29 Sunset Improvement Project aims to improve the performance of and passenger experience on the Muni 29. This project is focused on reducing delays on major Muni routes. This consists of: removal of some stops; relocation of stops; improvement of amenities at some stops; and the implementation of transit signal priority (TSP). All will serve to reduce delays and improve travel times and create more reliable service.

The third STI component will create one mile of Class III - B Context Sensitive Bikeway with traffic calming features and adding 2,500 continuous feet of sidewalk.

Provision Ex. A-E.8 (As Referenced in Exhibit A, section 3D)

Transportation-Related Amenities

The Scope of Work for this Agreement for Transportation-Related Amenities ("TRA Work") shall consist of the following:

The TRA component, the City of San Francisco through the Muni Forward Project will install at least four new bus bulb outs to enhance safety and convenience of bus riders.

EXHIBIT E

These bulb outs will be at transit stops which will meet the "at or along a block-face" requirement for TRA points.

Provision Ex. A-E.9 (As Referenced in Exhibit A, section 4)

Criteria Applicability

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107 in the Guidelines

AHSC Round 7 Guidelines, Section 107 Reference	Application Score
(a) GHG Transit and Shared Mobility	4
(b) GHG Project Area	6
(c) GHG Efficiency	9
(d) Active Transportation and Transit Improvements	12
(e) Green Buildings and Renewable Energy	3
(f) Housing and Transportation Collaboration	10
(g) Location Efficiency and Access to Destinations	3
(h) Funds Committed	4
(i) Prohousing Designation	2
(j) Anti-Displacement Activities	4
(k) Local Workforce Development and Hiring Practices	3
(l) Housing Affordability	4
(m) Programs	3
(n) Community Benefits & Engagement	5
(o) Climate Adaptation & Community Resiliency	1
(p) Collaboration & Planning	4
(q) Equity & Transformation	3

Provision Ex. A-E.10 (As Referenced in Exhibit A, section 4A)

GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO2e over the life of the project is 29,576. This information can be found on the SGC's website in a document titled Round 7 Data for Public Release

EXHIBIT E

Provision Ex. A - E.11 (As Referenced in Exhibit A, section 5)

Performance Milestones
Recipient shall ensure the completion of the Performance Milestones set forth by the designated dates as found below:

HRI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed Development detailing the terms and conditions of the Project development.	N/A
Site Control of Development site(s) by proposed housing developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	N/A
Obtaining all necessary and discretionary public land use approvals.	N/A
Obtaining all enforceable funding commitments for at least the first phase of the Development supported by HRI.	N/A
Obtaining all enforceable funding commitments for all construction period financing for the HRI.	N/A
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	N/A
Submission of final construction drawings and specifications to the appropriate local building department or permitting authority.	N/A
Commencement of construction of the HRI.	N/A
Construction of HRI complete.	N/A
Program funds fully disbursed.	N/A

EXHIBIT E

PGM PERFORMANCE MILESTONES	DATE
Identification and commitment of program operator and partners.	
Completion of a business or a work plan.	
Program funds fully disbursed.	

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the STI Work detailing the terms and conditions of the Project development.	
Site Control of STI site(s) by proposed developer.	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	
Obtaining all necessary and discretionary public land use approvals.	
Submission of final construction drawings and specifications to the appropriate local permitting authority.	
Commencement of construction of STI.	
Construction completion of STI and closeout.	
Program funds fully disbursed.	

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EXHIBIT E

TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the TRA Work detailing the terms and conditions of the Project development.	
Site Control of TRA site(s) by proposed developer.	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	
Obtaining all necessary and discretionary public land use approvals.	
Submission of final construction drawings and specifications to the appropriate local permitting authority.	
Commencement of construction of TRA.	
Construction completion of TRA and closeout.	
Program funds fully disbursed.	

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EXHIBIT E

Provision Ex. A-E.12 (As Referenced in Exhibit A, section 7)

Recipient Contact Coordinator

The Recipient's Contract 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:	BRIDGE Housing Corporation
Authorized Representative Name:	Smitha Seshadri
Authorized Representative Title:	Executive Vice President
Address:	600 California Street, Ste. #900 San Francisco, CA 94108
Phone No.:	415-989-1111
Email:	sseshadri@bridgehousing.com

Recipient:	City and County of San Francisco
Authorized Representative Name:	Sara Amaral
Authorized Representative Title:	Director of Housing Development
Address:	1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103
Phone No.:	628-652-5808
Email:	Sara.amaral@sfgov.org

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EXHIBIT E

Provision Ex. B-E.1 (As Referenced in Exhibit B, section 2(A)(1))

For the purposes of performing the HRI Work, as set forth in provision Ex. A-E.5 of this Exhibit E, the Department agrees to provide N/A.

Provision Ex. B-E.2 (As Referenced in Exhibit B, section 2(A)(2))

For the purposes of performing the PGM Work, as set forth in provision Ex. A-E.6 of this Exhibit E, the Department agrees to provide $1,003,896.

Provision Ex. B-E.3 (As Referenced in Exhibit B, section 2(A)(3))

For the purposes of performing the STI Work, as set forth in provision Ex. A-E.7 of this Exhibit E, the Department agrees to provide $10,217,503.

Provision Ex. B-E.4 (As Referenced in Exhibit B, section 2(A)(4))

For the purposes of performing the TRA Work, as set forth in provision Ex. A-E.8 of this Exhibit E, the Department agrees to provide $1,500,000.

Provision Ex. B-E.5 (As Referenced in Exhibit B, section 6)

All payees receiving Grant funds are listed below:

Payee Name	Activity	Award Amount
City and County of San Francisco	STI	$10,217,503
City and County of San Francisco	TRA	$1,500,000
BRIDGE Housing Corporation	PGM	$1,003,896

EXHIBIT E

Provision Ex. B - E.6 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES - HRI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Balboa Building A			BRIDGE Housing Corporation	
ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		$0.00	$0.00	$0.00
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$0.00	$0.00	$0.00
TOTAL PROJECT COSTS		$0.00	$0.00	$0.00

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EXHIBIT E

Provision Ex. B-E.7 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES				
Balboa Building A			BRIDGE Housing Corporation	
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
SOFT COST AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$1,003,896	$1,003,896	$0.00
TOTAL PROGRAM COSTS		$1,003,896	$1,003,896	$0.00

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EXHIBIT E

Provision Ex. B-E.8 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Balboa Building A			City and County of San Francisco	
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		$12,736,257	$10,217,503	$2,518,754
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$4,758,108	$0.00	$4,758,108
TOTAL PROJECT COSTS		$17,494,365	$10,217,503	$7,276,862

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EXHIBIT E

Provision Ex. B-E.9 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Balboa Building A			City and County of San Francisco	
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		$1,702,500	$1,500,000	$202,500
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$0.00	$0.00	$0.00
TOTAL PROJECT COSTS		$1,702,500	$1,500,000	$202,500

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EXHIBIT E

Provision Ex. D-E.1 (As Referenced in Exhibit D, section 28)

Balboa Building A

THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM

CALIFORNIA CLIMATE INVESTMENTS
(Funded through the GREENHOUSE GAS REDUCTION FUND)
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM
THROUGH THE
STRATEGIC GROWTH COUNCIL AND
THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

2. Special Conditions

2a. The Department will assess Negative Points, as applicable, to Sponsor(s)/Applicant(s)/Recipient(s) subject to Administrative Notice 2022-01, dated March 31, 2022, and any future amendments. The Negative Points policy is applicable to all HCD state and federal funding programs – loans and grants, administered by HCD's Divisions of State and Federal Financial Assistance. Negative points will be calculated based on the criteria outlined in the Notice and will be applicable to all Notices of Funding Availability issued on or after the original date of this notice for the previous 5-year period, except when noted or amended. Such determination will be on a case-by-case basis and may use the enumerated criteria set forth in the Notice when making such decisions. In addition, the Department reserves the right, in its sole discretion, to revoke an entity's eligible Sponsor/Applicant/Recipient status at any time based on documented serious issues with the operation, maintenance or implementation of project or program funds.

2b. The Department retains the right and discretion to disencumber awards where awardees have failed to make sufficient progress in meeting applicable milestones and deadlines subject to Administrative Notice 2022-02 dated March 30, 2022, and any future amendments. Such determination will be on a case-by-case basis, and may use the enumerated criteria set forth in the Notice when making such decisions. The disencumbrance policy is applicable to HCD state funded multifamily housing programs. For awards made prior to July 1, 2022, the 24-month period shall begin on July 1, 2022. For awards made on or after July 1, 2022, the 24-month period will begin as of the date of the initial program funding awarded to the project, unless amended in a subsequent Notice.