



## REQUEST FOR PROPOSALS (RFP)

RFP1346  
*October 2023*

### Arrowhead Grove Developer Partner

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**To:** Prospective Developer-Partners

**Issued by:** Housing Authority of the County of San Bernardino (HACSB)

**Project:** Arrowhead Grove Phase IV

**Services:** Co-Developer and Partner for the Construction of Arrowhead Grove Phase IV

#### TIMELINE:

<b>RELEASE OF RFP:</b>	October 16, 2023
<b>PRE-PROPOSAL CONFERENCE (ATTENDANCE ENCOURAGED):</b>	October 25, 2023
<b>QUESTION DUE:</b>	October 26, 2023 @ 2PM
<b>ANSWERS TO QUESTIONS:</b>	October 31, 2023
<b>PROPOSALS DUE:</b>	November 16, 2023 @ 2PM
<b>EVALUATION PROCESS:</b>	November 2023
<b>PRESENTATIONS:</b>	December 3 – December 5
<b>AWARD OF CONTRACT:</b>	TBD

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**Document Availability:** All RFP documents are available on [PlanetBids Vendor Portal](#)

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## SECTION 1: INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB or the Authority) invites qualified developers to submit proposals to participate in the construction of Arrowhead Grove Phase IV (Project). HACSB seeks an experienced developer-partner (Developer) to collaborate in the development of 92 affordable housing units as well as master planning services for the development of a 120-unit development on an adjacent parcel.

### Arrowhead Grove Affordable Housing Phase 4



## SECTION 2: PROJECT BACKGROUND AND SCOPE

### A. Project Background

Arrowhead Grove Phase IV is the fourth of five total phases to the Arrowhead Grove development, a large-scale redevelopment of former public housing sites and other Authority-owned land. The map below shows previously completed phases I-III, including Valencia Vista, Olive Meadow, and Crestview Terrace. Future phases of development will include a public-use parcel for which HACSB is proposing a community center and/or park, a mixed-used site with commercial space for a community health center, and 38 single-family homeownership units. Feasibility analysis for these projects is currently underway. See [Addendum 1](#) for a detailed tract map.

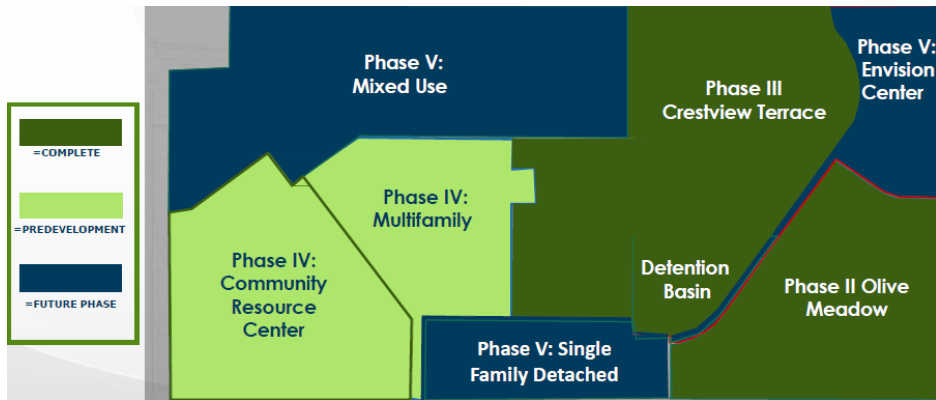


The mixed-use development proposed for Parcel F (shown as Phase V in the map below) contains a plan for the development of commercial space on the ground floor, which will be a community health center offering ancillary services in support of the federally qualified health care center currently being planned for the community center, as well as 120 units of housing. Master planning services for this mixed-use development are included as a part of this RFP. HACSB retains the right to approve or deny the chosen developer's development plans for this phase of the project based on its overall alignment with HACSB goals and intended outcomes. Following the successful start of work on the 93-unit development, HACSB will discuss the proposed development scope for this future phase with the selected developer and chose whether or not to proceed based on the developers' successful performance of work on the scope detailed within this RFP.

Separate from this RFP, HACSB is working on a development plan for a Community Resource Center on Parcel E (described below) which will include health care services, food services, and social services for the community.

### **B. Development and Financing Plans**

Arrowhead Grove Phase IV will be a vibrant mixed-use, mixed-income, green community on a 10-acre former public housing the site. Owned by the Authority, the now-vacant project area is part of a larger 38-acre redevelopment area which has replaced the former public housing units with an affordable and walkable community. The project area sites will advance the inclusive redevelopment of Arrowhead Grove and integrate mixed-income housing and managed care of residents via a planned Community Resource Center space. The map below shows Phase IV relative to other phases of the project.



**Multifamily Development.** Included in this RFP is the development of Parcel E, which includes a fully entitled plan for the development of 92 units of housing reserved for families of various income levels up to 80% of AMI. The plan for this development will include solar panels on roofs and carpools, EV charging stations, and many other sustainability features.

The Authority expects to finance this development with a combination of tax-exempt bonds, 4% LIHTC, and various gap funding sources. Preliminary sources, uses, unit mix, operating budget, and 15-year cash flows for this development are included in [Addendum 2](#). The sources and uses stated in this document are preliminary in nature. Several funding sources have either been applied for or are actively being negotiated. Several of the sources mentioned in Addendum 2 are also subject to change. The basis for development cost estimates for the Multifamily Development (as well as the Community Resource Center) is the preliminary cost document included in [Addendum 3](#).

The Authority is in discussions with various gap funding providers (e.g., the City, the County, Dignity Health) regarding the gap funding sources shown in the attached pro forma, however, no formal commitments have been issued to date. Moreover, The Authority understands the attached cost estimates to represent a conservative, upper-bound approximation of development costs. *Consequently, Developers are encouraged to consider and propose (1) additional/alternative gap funding sources and (2) value engineering strategies to reduce costs and improve project feasibility.*



**Community Resource Center.** The Community Resource Center will include healthcare offices and services provided by Dignity Health as well as additional spaces for local service providers. Dignity Health, and other nonprofit service providers, will utilize the Center as a hub for innovative health-related community outreach efforts for Arrowhead Grove and surrounding communities. The Center's two-story structures will be commercial construction, Type II-B, with a pre-engineered steel structure, and finishes appropriate for the use, as well as surface parking. Preliminary plans for this development are underway with a team of consultants. Services offered at this facility are meant to be offered in support of the 92-unit Multifamily Development. Offsite work coordination may be necessary as it relates to the scope of work being proposed for this development. HACSB will work with the chosen developer to seek additional sources of funding to offset project-related costs for both projects whenever opportunities for leveraged sources of funding for both projects is identified.

### **C. Proposed Development and Ownership Structure**

The anticipated development structure for the 93-unit development will involve a partnership between the Housing Authority and the selected developer utilizing a previously created LLC for the purposes of developing the Project. All committed funding procured under the LLC will be assigned to a newly formed partnership between the Housing Authority and the chosen developer. HACSB will negotiate with the chosen developer for all ongoing interests in the underlying fee from all procured financing sources.

HACSB also expects the ownership structure for the Multifamily Development to include a separate community development housing organization (CHDO) if the developer partner is not a CHDO. Inclusion of a CHDO in the ownership structure is necessary to access the CHDO HOME award currently proposed as a gap funding source. *Developers should describe whether they qualify as a CHDO and, if not, whether they have identified a CHDO willing to participate in the Project.*

### **D. RFP Objectives**

HACSB is seeking proposals from potential developer partners to assist the Authority with (1) the development of the 93-unit, Phase IV multifamily development and (2) master planning for the 120-unit residential portion of the Phase V mixed-income development. The Authority expects to issue an RFP for the Phase IV Community Resource Center at a later date.

### SECTION 3: RFP SCHEDULE

The RFP process will adhere to the following timeline (all times Pacific):

RFP Issue Date:	October 16, 2023
Pre-proposal Conference:	October 25, 2023
Deadline for Written Questions:	October 26, 2023 @ 2pm
Answers to Written Questions:	October 31, 2023
Proposals Due Date:	November 16, 2023 @ 2pm
Committee Evaluation (Including Interviews):	November 2023
Presentations:	December 3 - December 5
Award of Contract:	TBD

Questions regarding the contents of this RFP must be submitted via PlanetBids or before time and date and directed to the RFP Contact listed in Section II, Paragraph A – Contact Information. All questions submitted will be answered and posted on HACSB’s website.

Proposals and questions will not be accepted by e-mail or facsimile. All proposals must be completed and uploaded into the PlanetBids website or by paper response. Instructions listed in Section VII. Proposal Submission.

**Late proposals will not be considered.**

### SECTION 4: CHANGES TO RFP

HACSB reserves the right to change this RFP. Any changes will occur via a written addendum posted at the following web address: [PlanetBids Vendor Portal](#)

### SECTION 5: DEVELOPER SCOPE OF SERVICE

#### 1. Proposed Developer Responsibilities

Developer and HACSB would each have certain rights and obligations relating to the development and financing of the Project which would be detailed in a master developer agreement (MDA). Such rights and obligations would include, but not be limited to, construction and development obligations, and ownership and approval rights. Developer and HACSB would work cooperatively and collaboratively on the day-to-day development efforts. Developer would use its best efforts to secure required financing, in collaboration with HACSB.

Developer acknowledges and agrees that Developer would perform, or cause to be performed, the following:

- (a) Lead the effort to engage and coordinate the work of consultants including but not limited to civil engineer, architect, MEP, landscape architect, and structural engineer

- (b) Prepare and monitor budgets for the pre-development costs and manage costs to be within any project budget
- (c) Arrange for all required environmental testing studies and engineering surveys
- (d) Assist HACSB with all federal and state environmental review requirements, including all requirements imposed by HUD or San Bernardino County, which duties and obligations may be specified in a separate agreement between the Parties
- (e) Identify a CHDO to help secure CHDO HOME funds
- (f) Develop a financing plan for the Project and use best efforts to secure financing for the project, including preparing all applications and required submissions for government and private financing such as the LIHTC application
- (g) Apply for zoning variances entitlements, permits, approvals, certificates of occupancy, or equivalent documents for the Project
- (h) Assist HACSB with any submissions to HUD
- (i) Establish appropriate administrative and financial controls for the Project's design and development through the establishment of scopes of work and contracts with consultants
- (j) Carry out pre-construction activities, including design, engineering, and construction for the Project
- (k) Monitor progress of construction and change orders and report variances between actual and budgeted costs
- (l) Obtain necessary warranties of compliance with plans and specifications from architects and general contractors for the Project
- (m) Coordinate and manage lease-up and initial occupancy of the Project
- (n) Oversee, monitor, and direct professionals on behalf of the LIHTC owner
- (o) Ensure filing of IRS form 8609 or any other requisite document from funding sources for the Project
- (p) Provide construction completion guarantee, operating deficit guarantee, repurchase guarantee, recapture guarantee, and any other guarantees as required by lender/investor
- (q) Provide reporting of progress as required to HUD and other agencies



## **2. HACSB Responsibilities**

HACSB will be responsible for general oversight of the Project and carrying out the following:

- (a) Cooperatively work with the Developer to complete the Project in a timely and responsible manner and make available such representatives necessary to review, approve, and execute the documents, contracts, agreements, leases, operating agreements, designs, construction documents, and permits that are necessary to the successful completion of the Project. HACSB staff shall make all critical decisions in a timely manner, unless, at the discretion of HACSB's Executive Director, HACSB Board of Commissioners (Board) approval is required.
- (b) Assign adequate development staff to work closely with Developer
- (c) Undertake a Faircloth-to-RAD conversion for the Project
- (d) Use good faith best efforts to assist Developer in securing state and local gap funding for the Project
- (e) Review and provide timely input on all funding applications, include the LIHTC application.
- (f) To the extent HACSB provides funding, HACSB and the LIHTC owner entity shall negotiate and enter into loan documents to evidence such funds, including, but not limited to, predevelopment loan and construction/permanent loan agreements, promissory notes, regulatory agreements, deeds of trust, security and financing agreements and related documents, which loans shall be paid out of cash flow from the Project
- (g) Assist with applying for required site entitlements, tax exemptions, local code/zoning approvals, and permit applications
- (h) Provide timely input on the site plan, budgets, schedule, plans and specifications, and other significant items, unless, at the discretion of the HACSB's Executive Director, HACSB Board of Commissioners' approval is required
- (i) As necessary, review and comment on all LIHTC and other applications for funding for the Project

## **3. Joint Responsibilities**

Joint party decision making will be required for certain Project components, including the following:

- (a) Leading the community engagement and outreach process for the Project
- (b) Coordinating all matters required to secure necessary governmental approvals for the Project
- (c) Solicitation, evaluation, and selection of prospective lenders, LIHTC syndicators, and LIHTC

Investors for the Project. HACSB, or its consultants shall be responsible for the solicitation of such parties. Developer will have approval rights over all solicitations and other similar requests, as well as over final selection of lenders, LIHTC syndicators, and LIHTC investors for the Project. Selection of such parties shall be on commercially reasonable terms.

- (d) Jointly consenting to the terms and provisions of the LIHTC owner limited partnership agreement or operating agreement and to the terms and execution of any mortgage loan or other financing for the Project
- (e) Providing regular progress reports, education, and in-person outreach to community members about the Project and coordinating and managing resident and community participation, including recommending members for stakeholder groups and conducting resident outreach, and communicating with local, municipal, and elected officials, neighborhood groups, local organizations, and individuals with respect to the Project
- (f) Jointly approving the pre-development, development, and operating budgets for the Project
- (g) Identifying funding for necessary public improvements for the Project
- (h) Determining the scope and budget for any necessary environmental remediation for the Project and incorporating the cost for such remediation into the development budget

#### **4. Representatives**

Each Party will designate a representative to be the primary point of contact for the Project.

#### **5. Third Party Contractors**

Selection of the general contractor and other third-party contractors is subject to HACSB approval. General contractor fees for the Project shall not exceed the HUD Safe Harbor, and less if there is an identity of interest between the general contractor and Developer. Any third-party contractor with an identity of interest with Developer shall require the prior written approval of HACSB.

#### **6. Property Management; Fees and Agreement**

HACSB expects to retain Beacon Property Management to manage the Multifamily Development. The management agent for the Project shall receive a base management fee in accordance with any HUD and applicable requirements, not to exceed 6% of gross rents collected.

#### **7. Predevelopment and Development Costs**

Subject to HACSB review and approval of a predevelopment budget, HACSB and Developer shall each be responsible for 50% of the total approved predevelopment budget, which shall be treated as predevelopment loans and reimbursed from the financial closing. Developer shall strive to structure predevelopment budgets, costs, and loans to be supportable from later reimbursements.

## **8. Developer Fee**

The developer fee shall be included as a project cost for the Project in the budget approved by HACSB.

To the extent supported by financing and allowable under HUD and State of California requirements, and subject to the approval of Project lenders and investors, the developer fee will be up to 15% of total development costs, less approved reserves (such as operating reserves and replacement reserves) and less the developer fee itself and other deductions required by regulatory entities.

Developer should not anticipate receiving Developer Fee exceeding HUD's safe harbor of 9% of project costs. Any Developer Fee received by the Developer in excess of 9% of projects costs, if available, must be approved by the State and HUD.

The Developer Fee, including deferred Developer Fee, for the project will be shared as follows:

- a. 100% of cash developer fee installment at construction close shall be paid to Developer.
- b. For the balance of cash developer fee installments, 60% shall be paid to Developer and 40% HACSB.
- c. Then, 100% any deferred developer fee shall be paid to HACSB.

For example, if the developer fee was \$2,000,000, then that fee would be split as follows:

- a. \$400,000 to Developer at construction close
- b. \$600,000 to Developer at conversion/other fee payment milestones
- c. \$400,000 to HACSB at conversion/other fee payment milestones
- d. \$600,000 to HACSB as a deferred fee

Milestones for payment of the developer fee splits (b), (c), and (d) above shall be subject to lender and investor requirements. The Developer will certify that neither Developer nor any of its affiliates will receive fees related to the Project in addition to the Developer Fee other than disclosed related third-party fees such as property management fees, or syndication fees if applicable. Except for the fee referenced above, Developer shall disclose to HACSB in writing all fees paid to Developer derived from an entity which has an identity of interest with Developer.

As is customary for LIHTC and housing authority transactions, HACSB and Developer share of developer fee for the Project will be subject to approval by HUD as well as lender/investor.

## **9. Purchase Option and Right of First Refusal**

Following the close of the 15-year LIHTC compliance period for the Project and subject to the approval of the LIHTC Investor, HACSB (directly or through an affiliate) shall have a purchase option and right of first refusal to acquire the entire LIHTC owner's interest in the Project. The price under the right of first refusal shall be the minimum price under Section 42(i)(7)(B) of the Internal Revenue Code, as amended, subject to mutually acceptable terms, to be negotiated,

relating to the repayment of developer loans, exit taxes, and investor payments.

#### **10. Guarantees**

The Developer, or an affiliate of Developer with sufficient assets as determined by lender/investor and first approved by HACSB, shall provide all guarantees required by lenders or the LIHTC investor—including completion guarantee, operating deficit guarantee, repurchase guarantee, recapture guarantee, and any other guarantees as required by lender/investor—and shall provide HACSB with one or more completion guarantees covering all construction and demolition activity for the Project.

#### **11. Equity/Operating Losses**

Reserves for the Project will be established by the LIHTC owner as agreed by the parties and as required by lenders, the LIHTC investors, and HUD to cover operating losses and will be negotiated as part of financial closing of the Project.

#### **12. Termination**

Terms and conditions for termination shall be contained in the MDA for the Project.

#### **13. Ground Lease**

The subject property may be ground leased to the LIHTC owner for an annual rent based on the appraised value, discounted value, or such other means to value the leased premises for outside funding competitiveness, as determined by the HACSB Board in its sole discretion for a period of not less than 65 years, with an option to extend for 30 years at the discretion of HACSB. Affordability restrictions for the Project will also be recorded against the property with the same term as the ground lease. The ground lease for the Project will include an upfront payment and/or other compensation from cash flow to HACSB in an amount supported by the HACSB-approved development budget.

For purposes of funding applications, HACSB will provide ground lease options to individual partnerships to meet the site control requirements of the particular funding application. Such options are to be at no cost.

#### **14. Related Interest Disclosure**

The Parties shall disclose any transactions that are with related entities, affiliates, or other than at arm's length for the written approval of the other party, and such disclosures shall be taken into account with respect to the terms hereof.

In the event an affiliate of, or entity related to Developer submits a response to a Project proposal, RFP, RFQ, bid, or any other procurement for the Project, the review of all submissions and a recommendation on the selection of a successful bidder shall be conducted by a third-party selected by HACSB.

### **15. Communication with the State & Authorities**

The Parties shall work together in all communications with the State of California, San Bernardino County, and HUD. HACSB will lead discussions with the State of California, San Bernardino County, and HUD in partnership with the Developer on all matters related to the Project. To the extent HACSB, Developer, or their respective designees take the lead, in consultation with the other, with respect to a particular issue, the lead Party will include the other in meetings and communications and keep the other Party informed as to Project-related communication and developments in a timely manner.

### **16. Term of Agreement**

This Section 5 shall expire upon the earlier of (a) execution by HACSB and Developer of an MDA or (b) expiration of any earlier written agreement.

### **17. Parties Acknowledgement**

The Parties specifically acknowledge an developer's selection as developer for the Project is subject to the successful negotiation and timely execution of an MDA and completion of environmental review. The Parties also specifically acknowledge that the terms set forth herein are subject to the approval of HACSB's Board in their sole discretion.

### **18. Development Agreement**

Following approval of its Board, HACSB will work to finalize an MDA with the developer to define the respective roles and responsibilities of parties, fee structure, and provision of guarantees.

## **SECTION 6: SUBMISSION DETAILS**

Interested developers should submit their proposals electronically via the Opengov.com platform by the submission deadline of **November 16, 2023, at 2pm (Pacific)**.

The submission should encompass the following components:

1. **Developer Profile:** An overview of the developer's experience, qualifications, and past relevant projects
2. **Proposed Development Team:** List of key team members and consultants, including architects and property management entities
3. **Development Approach:** Detailed description of the proposed strategy to achieve Project goals and objectives
4. **Financial Plan:** A comprehensive financial plan outlining funding sources, investment terms, and financial projections
5. **Project Schedule:** Proposed Project timeline featuring key milestones and estimated completion dates
6. **Community Engagement Strategy:** Explanation of plans for resident engagement, empowerment, and involvement

7. **Relevant Experience:** Past experience with similar redevelopment projects, particularly those involving LIHTC and community engagement
8. **Deal Terms:** Completed Attachment E form detailing proposed deal terms
9. **Financial Statements:** Demonstration that liquidity and net worth requirements are met
10. **References:** Contact details for references from at least 3 previous relevant projects

## SECTION 7: EVALUATION

### A. Method of Award

The eventual award will occur based on the following detailed procedures:

1. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness to the Submission Requirements in this RFP.
2. **Evaluation Committee.** HACSB will convene an Evaluation Committee to evaluate each responsive submittal. **Please Note:** Proposers shall not be informed during or after the RFP process about the identity of any Evaluation Committee member. If, by chance, a proposer becomes aware of the identity of such person(s), they shall not attempt to contact or discuss anything related to this RFP with such person(s). This requirement must be adhered to in order to avoid the elimination of proposers from consideration for the award.
3. **Evaluation.** The Evaluation Committee will thoroughly evaluate all responsive proposals received. Proposals will be assessed based on the Evaluation Criteria outlined in this RFP. Upon completion of the proposal evaluation process, a competitive range will be established.
4. **Interviews:** Proposers falling within the competitive range will be invited to participate in an interview with the Evaluation Committee. The purpose of the interview is to gather additional information to facilitate the selection process.
5. **Recommendations:** Subsequent to the evaluation, interviews, and reference checks, the Evaluation Committee will put forth a recommendation for the top-ranked proposer. If the evaluation is completed to the satisfaction of the Executive Director, the recommendation may be forwarded to the HACSB Board of Commissioners for discussion.

### B. Evaluation Criteria

No.	Max. Point Value	Factor Description
1	2 points	COVER LETTER
2	10 points	APPROACH How the developer will engage to help fulfill the vision for the Arrowhead Grove Project:

		<ul style="list-style-type: none"> <li>a. Gap funding approach</li> <li>b. Project management approach</li> <li>c. Soundness of project implementation plan, controls, and governance</li> </ul>
<b>3</b>	<b>25 points</b>	<p><b>CAPACITY</b>  Demonstrated evidence of ability to perform the work:</p> <ul style="list-style-type: none"> <li>a. Qualifications, experience, and expertise of each team member assigned to the Project (principals and primary staff)</li> <li>b. Current project load and capacity of team to effectively manage this Project</li> </ul>
<b>4</b>	<b>15 points</b>	<p><b>EXPERIENCE</b>  Demonstrated Evidence of <b>PAST SUCCESSFUL EXPERIENCE</b> working on projects similar to the Project:</p> <ul style="list-style-type: none"> <li>a. Completion of new construction developments</li> <li>b. Completion of a scope of work that reduces the consumption of energy and water, increased climate resiliency, and improved indoor air quality</li> <li>c. Success in securing volume cap from the California Debt Limit Allocation Committee and LIHTCs from California Tax Credit Allocation Committee</li> <li>d. Success in securing development subsidy from the California Housing Finance Agency and other state-level gap funders</li> <li>e. Experience in repositioning public housing</li> <li>f. Past performance, including the quality of work, cost control, and compliance with performance schedules and regulatory requirements</li> </ul>
<b>5</b>	<b>15 points</b>	<p><b>PARTNERSHIP</b>  Degree to which the proposers understand, and their prior work reflect the overall vision for the project, including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Evidence the proposer understands the project and HACSB's goals, whether from experience with similar projects or from preparatory research</li> <li>b. Demonstrable indications of shared values</li> <li>c. Proven ability to work with stakeholders whose interests and development objectives may differ</li> <li>d. Evidence that the proposed team has experience in providing for meaningful resident and community participation throughout the planning and implementation of the development program, including the team's experience with issues and obstacles related to meaningful resident and community participation</li> </ul>
<b>6</b>	<b>20 points</b>	<p><b>FINANCIAL TERMS AND CAPACITY</b></p> <ul style="list-style-type: none"> <li>a. Acceptance of business terms proposed by HACSB</li> <li>b. Proposal of alternate business terms</li> </ul>
<b>7</b>	<b>10 points</b>	<b>FINANCIAL CAPACITY</b> to provide guarantees
<b>8</b>	<b>3 points</b>	<p><b>OVERALL QUALITY</b>  The overall quality, organization, and professional appearance of the proposal submitted, based upon the opinion of the evaluators</p>
	<b>100 points</b>	<b>Total Points</b>

## **SECTION 8: SUBMISSION REQUIREMENTS**

### **A. Overview**

Concise and clear submissions are strongly encouraged. The Evaluation Committee will view succinct and direct language favorably. Respond only to the items listed below and include only relevant information. Once submitted, no additions, deletions, or substitutions are possible after the due date/time. If necessary, HACSB may seek clarification of submission contents.

### **B. Submission Requirements**

To be considered responsive, each respondent must address the following requirements. Responses must be specific and complete unto themselves. Organize your response by the numbered items listed below.

#### **1. Cover Letter**

- Introduce your team and describe your interest in the project, general philosophy, or project approach, and anything that sets your firm apart.
- Identify all members of the Developer entity in the cover letter.
- Address the organizational structure of the Developer entity.
- The letter must be signed by an authorized representative of the Developer entity.

#### **2. Approach**

- Describe how the Project will be achieved.
- Outline the organization chart, Project controls, and Project oversight proposed.

#### **3. Capacity**

- Include documentation further explaining the proposer's services and how they intend to fulfill the requirements in this RFP.
- Present evidence of ability to perform the work, including qualifications, experience, and expertise of each team member assigned to the Project.
- Provide insight into the current project load and capacity of the team to effectively manage this Project.
- Highlight experience in repositioning public housing and past performance related to quality of work, cost control, and compliance with schedules and regulations.

#### **4. Experience**

- Provide evidence of past successful experience with public housing repositioning and affordable housing development and construction of similar scope and size.
- Include new construction or rehabilitation projects with energy and water efficiency improvements and experience with Faircloth-to-RAD or RAD conversions and LIHTCs.
- Showcase success in securing volume cap from the California Debt Limit Allocation Committee (CDLAC) and LIHTCs from California Tax Credit Allocation Committee (TCAC) and development subsidies from the California state sources.
- Highlight experience in repositioning public housing and ensuring related regulatory compliance.



## 5. **Partnership**

- Illustrate the overall vision for the Project, including shared values and the ability to work with diverse stakeholders.
- Demonstrate understanding of the Project and HACSB's goals, whether from similar project experience or preparatory research.
- Present evidence of experience in providing meaningful resident and community participation throughout the development program planning and implementation.

## 6. **Financial Terms and Capacity**

- Provide discussion of the proposed business terms, or alternative terms.

## 7. **Financial Statements**

- Provide 3 years audited financial statements demonstrating, in particular, sufficient liquidity and net worth.

## 8. **References**

- Provide references for 3 former or current clients, including public housing authorities if possible, for whom similar services were performed.
- Include client name, contact name, phone number, email, project description, total project costs, number of units, and service dates.

## 9. **Attachments**

- A. Exhibit A - Contact Information Form
- B. Exhibit B – Certification Regarding Debarment or Suspension
- C. Exhibit C - HUD Form 5369-B
- D. Exhibit D - HUD Form 5369-C
- E. Exhibit E – Proposal Form
- F. Exhibit F – State of California Labor Code
- G. Addendum 1 – Tract Map No. 18829
- H. Addendum 2 – Sources of Funds
- I. Addendum 3 - Conceptual Design Statement of Probable Cost R1
- J. Addendum 4 – Site Plan

## **C. Format Requirements**

To be considered responsive, each submittal should:

1. Be presented in an 8.5" x 11" format, either vertical or horizontal
2. Be typed with font size no smaller than 10 points
3. Be submitted as a single file in .pdf format
4. Number pages sequentially.

Submission Requirements items 1 through 8 listed above (Cover Letter through References) should not exceed the equivalent of 40 pages. Pages over this amount will not be evaluated.

## **SECTION 9: STATEMENTS & REQUIRED INFORMATION**

### **A. Clarifications & Addenda**

Any respondent requiring clarification of the information must submit specific questions or comments in writing to the RFP Contact. The deadline for submitting such questions for the proposal portion of the process is the close of business October 18, 2023, at 2pm (Pacific). If, in HACSB's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum made available through at the following web address: [PlanetBids Vendor Portal](#). Such Addenda shall have the same binding effect as though contained in the main body of the Request for Proposal. Oral instructions or information concerning the project specifications given to prospective respondents by HACSB employees or agents shall not bind HACSB. Final Addenda shall be issued by HACSB not less than three (3) calendar days before the proposal deadline.

### **B. Threshold Requirements**

To be eligible for consideration, development teams must meet the following criteria:

1. Possess the minimum experience required by CDLAC/TCAC to receive an allocation of volume cap and LIHTC.
2. No company proposed as part of the development team has filed for bankruptcy in the past seven years, and no owner or principal of the company has filed for bankruptcy in the past seven years.
3. No person involved in the ownership of any development team member can have received a suspension or debarment by HUD. The successful developer must be licensed to do business in California.

### **C. Clarification or Rejection of Proposals**

HACSB reserves the right to seek clarification of the written proposals from respondents and to reject any or all responses to this RFP.

### **D. Disputes**

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section II – Paragraph A of this RFP, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by HACSB. It must be received by the Procurement and Contracts Supervisor before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Procurement and Contracts Supervisor no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Procurement and Contracts Supervisor within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by HACSB to reject a bid submitted in response to an RFP must be received by the Procurement and Contracts Supervisor within two business days after being notified in writing of HACSB's decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision regarding the appeal and the basis for the decision. The decision of the HACSB shall be final and binding upon all parties.

#### **E. Selection of Subconsultants**

HACSB reserves the right to accept or reject any subconsultant to the Developer. Additionally, HACSB reserves the right to request the prime consultant subcontract for services with a subconsultant of HACSB's choosing.

#### **F. Cancellation**

HACSB reserves the right to cancel or reject any or all submittals, and to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in HACSB's best interest. In no event shall HACSB have any liability for cancellation of award.

#### **G. Cost of Preparation**

Costs incurred by respondents in preparation of a response to this RFP shall be borne by the respondents.

#### **H. References**

HACSB reserves the right to investigate references including those not listed in the response to this RFP. Investigation may include past performance of any team member with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule or on budget, and its lawful payment of subcontractors, employees, and workers. If demanded by HACSB, supportive references must be furnished.

#### **I. Confidentiality**

Proposals are public records. All information submitted by respondents shall be public record and subject to disclosure pursuant to the California Freedom of Information Act, except such portions of the proposal for which respondent requests exception from disclosure consistent with California Law. All such requests shall be in writing, noting specifically which portion of the

proposal the respondent requests exception from disclosure. Respondents shall not copyright, or cause to be copyrighted, any portion of any said document submitted to HACSB as a result of this RFP.

#### J. Collusion

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

#### K. Insurance Requirements

- A. **Proof of Insurance** shall not be terminated or expire without thirty (30) days written notice and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name HACSB as an additional insured. Following are the standard types and minimum amounts.

- General Liability:** \$2,000,000 per occurrence and \$3,000,000 aggregate; *HACSB Additional Insured.*
- Commercial General Liability:** limits of coverage for bodily injury and property damage liability of not less than \$1,000,000 per occurrence and not less than \$1,000,000 general aggregate; *HACSB named Additional Insured* on an attached endorsement.
- Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *HACSB named Additional Insured.*
- Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate **OR,**
- Professional Liability:** \$1,000,000; per occurrence and aggregate.
- Workers' Compensation:** \$1,000,000
- Self-Insurance Program**
- Environmental Liability**
- Owner's Liability**
- Fire Insurance with Extended Coverage**
- Crime/Fidelity Insurance:** \$250,000 Sufficient to cover all agents and employees employed by Property Manager;
- Excess/Umbrella Liability:** \$5,000,000; *HACSB named Additional Insured.*

Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

## **Indemnification and Insurance Requirements**

### **1. Indemnification**

The Contractor agrees to indemnify, defend and hold harmless HACSB and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACSB on account of any claim therefore, except where such indemnification is prohibited by law.

### **2. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming HACSB and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

### **3. Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against HACSB, its officers, employees, agents, volunteers, Contractors and subcontractors.

### **4. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACSB.

### **5. Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to HACSB Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

## **6. Insurance Review**

The above insurance requirements are subject to periodic review by HACSB. HACSB's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HACSB. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against HACSB, inflation, or any other item reasonably related to HACSB's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**EXHIBIT A - Contact Information Form**

To: Angie Lardapide, Procurement

Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

This document is to acknowledge that we are in receipt of RFP #PC1346 for Developer Services – Arrowhead Grove and have noted our intention to bid.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I PLAN TO SUBMIT A BID.**

- Yes, I will be submitting a bid.
- Maybe, I need to research and get more information (contact HACSB-information listed above)

**NO BID.** Indicate *any* of the following. We:

- Do NOT desire to be retained on the vendor list.
- Desire to be retained on the vendor list, but decline to bid based on the following:
  - Cannot comply with specifications/scope of work, Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - Cannot meet delivery requirements, Explain: \_\_\_\_\_  
\_\_\_\_\_
  - Do not regularly provide this type of product/service
  - Other, Explain: \_\_\_\_\_
  - Please update my information as listed above.

**HOW YOU FOUND OUT ABOUT THE BID.** Indicate *any* of the following. We:

- Checked the agency website
- Received notice by fax or e-mail
- Newspaper Ad, please list paper: \_\_\_\_\_
- Trade Publication, please list: \_\_\_\_\_
- Plan Room, please list: \_\_\_\_\_
- Other, Explain: \_\_\_\_\_

**EXHIBIT B – Certification Regarding Debarment or Suspension**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the HACSB Procurement and Contracts Supervisor if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HACSB government, the HACSB Procurement and Contracts Supervisor may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that is has no record of recent unsatisfactory performance with HACSB, during the past twenty-four (24) months at a minimum.

**Printed Name of Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT C – HUD Form 5369-B**

**Document on Following Page**

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**EXHIBIT D – HUD Form 5369-C**

**Document on Following Page**

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans       Asian Pacific Americans
- Hispanic Americans       Asian Indian Americans
- Native Americans       Hasidic Jewish Americans

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**EXHIBIT E – Proposal Form**

Vendor Name: \_\_\_\_\_

To: The Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the Scope of Work in accordance therewith.

2. In submitting this proposal, it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractors State License Number)

\_\_\_\_\_  
(Telephone Number)

## EXHIBIT F – STATE OF CALIFORNIA LABOR CODE



### State of California LABOR CODE Section 1771.1

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

(Added by Stats. 2014, Ch. 28, Sec. 63. (SB 854) Effective June 20, 2014.)



**Addendum 1 – Tract Map No. 18829**

**Document on Following Page**

**SURVEYOR'S NOTES:**

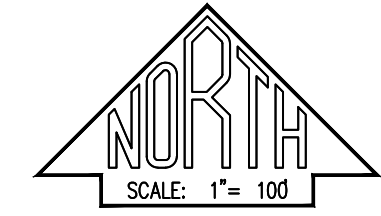
- INDICATES FOUND MONUMENT AS NOTED.
- ⊙ INDICATES FOUND STANDARD WELL MONUMENT.
- INDICATES TO BE SET 3/4" I.P. W/ TAG STAMPED LS 5173.
- (R1) INDICATES RECORD DATA PER PARCEL MAP NO. 14951 RECORDED IN P.M.B. 182, PAGES 85 AND 86.
- (R2) INDICATES RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 27 PAGE 86.
- (R3) INDICATES RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 157 PAGE 92.
- (R4) INDICATES RECORD DATA PR RECORD OF SURVEY FILED IN BOOK 60 PAGE 22.

# TRACT MAP NO. 18829

BEING A PORTION OF LOTS 11, 12, 13 AND 14, IN BLOCK 42, RANCHO SAN BERNARDINO AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRANSTECH ENGINEERS

SEPTEMBER 2020

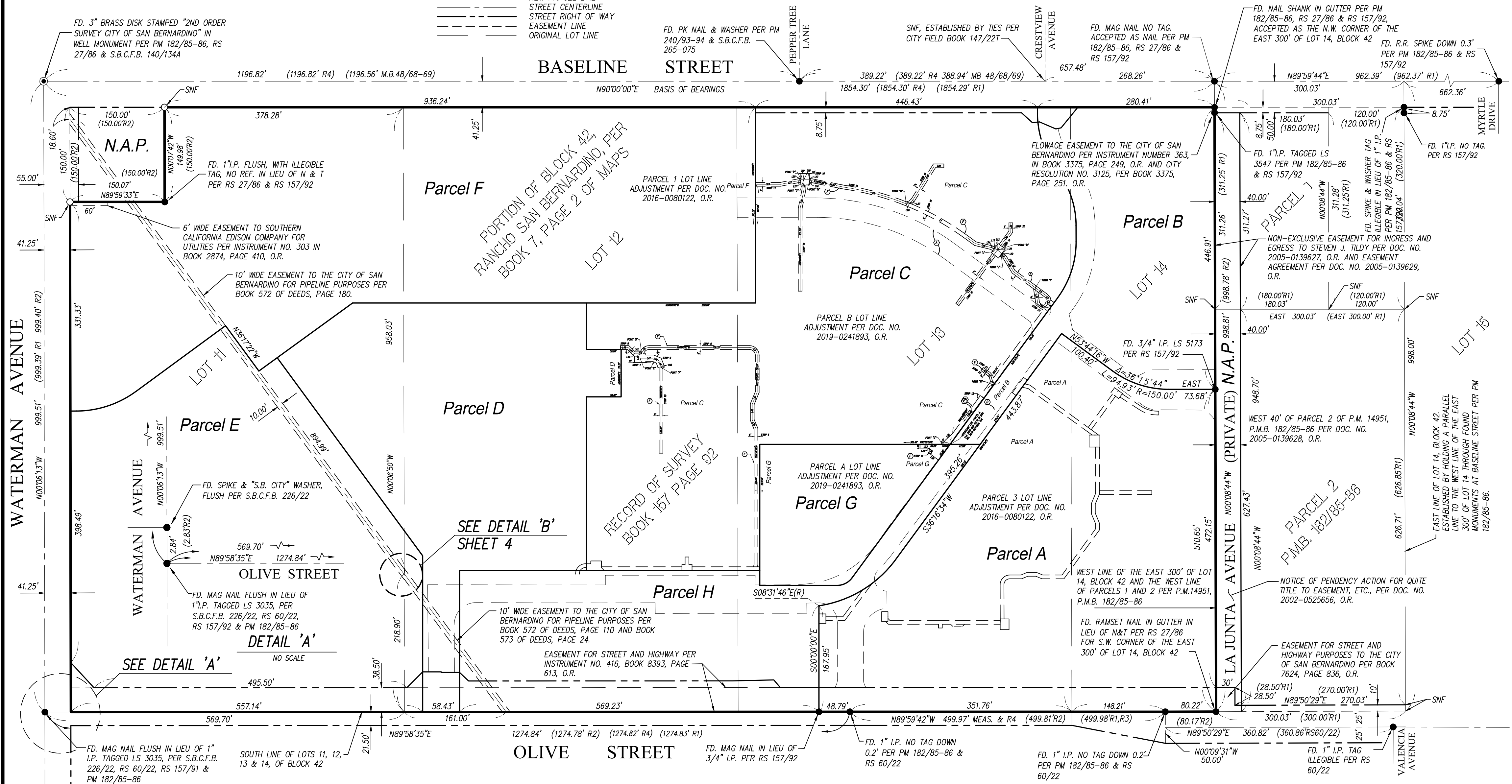


**BASIS OF BEARINGS:**

THE CENTERLINE OF BASELINE STREET, EAST OF WATERMAN AVENUE PER PARCEL MAP NO. 14951 FILED IN BOOK 182 OF PARCEL MAPS PAGES 85 AND 86. BEING NORTH 90°00'00" EAST.

**LINE TYPE LEGEND:**

- TRACT BOUNDARY
- NEW PARCEL LINE
- STREET CENTERLINE
- STREET RIGHT OF WAY
- - - - EASEMENT LINE
- ORIGINAL LOT LINE



**Addendum 2 – Sources of Funds**

**Document on Following Page**

PERMANENT	AMOUNT	INT. RATE	TERM (Yr)	AMORT.	DSCR	
Permanent Loan	\$ 10,479,309	7.50%	20		35	1.2
City HOME Loan	\$ 3,000,000	3.00%	55			
CalHFA MIP	\$ 2,585,337	3.00%	57			
ProHousing Grant	\$ 5,000,000	3.00%	55			
BUILD Energy Smart Grant	\$ 500,000	0.00%	55			
County HOME	\$ 3,000,000	3.00%	0			Units Reserved
NSP (Neighborhood Stabilization Program)	\$ 1,900,000	3.00%	0			
Housing Development Fund Grant	\$ 2,000,000	3.00%	55			
Accrued and Deferred Soft loan Interest	\$ -					
Developer Fee Contribution (GP Equity)	\$ 4,324,447					
Deferred Developer Fee	\$ 1,300,000					
Capital Contributions						
General Partner	\$ 100					Credit pricing (Fe \$ 0.91
Limited Partners (Tax Credit Equity)	\$ 28,464,034					Credit pricing (St: \$ 0.85
<b>TOTAL SOURCES</b>	<b>\$ 62,553,227</b>					
Surplus/(Shortfall)	\$ -					

CONSTRUCTION	AMOUNT	INT. RATE	TERM (Mo)		
Tax-Exempt Construction Loan	\$ 31,793,338	8.25%	24	Aggregate Basis \$	59,987,431
Construction Loan Taxable Tail	\$ 2,725,754	8.50%	24		
City HOME Loan	\$ 3,000,000	3%			
CalHFA MIP	\$ -	3%			
ProHousing Grant	\$ 5,000,000	3%			
BUILD Energy Smart Grant	\$ -	0%			
Accrued and Deferred Soft loan Interest	\$ -				
Developer Fee Contribution (GP Equity)	\$ 4,324,447				
Deferred Developer Fee	\$ 1,300,000				
Costs Deferred Until Completion	\$ 1,596,781				
Capital Contributions				\$	-
General Partner	\$ 100			\$	-
Limited Partners (Tax Credit Equity)	\$ 5,912,807			\$	386,781
				\$	-
				\$	1,210,000
<b>TOTAL SOURCES</b>	<b>\$ 62,553,227</b>				
Surplus/(Shortfall)	\$ -				

LIHTC EQUITY PAY-IN SCHEDULE	AMOUNT	DEVELOPER FEE PAY-IN SCHEDULE	PERCENTAGE	AMOUNT	DATE
Closing	\$ 2,846,403	Closing	25.0%	\$ 550,000	Sep-24
25% Construction Complete	\$ -	25% Construction Complete	0.0%	\$ -	Feb-25
50% Construction Complete	\$ 220,000	50% Construction Complete	10.0%	\$ 220,000	Jul-25
60% Construction Complete	\$ -	60% Construction Complete	0.0%	\$ -	Aug-25
70% Construction Complete	\$ -	70% Construction Complete	0.0%	\$ -	Oct-25
Completion	\$ 2,846,403	Completion	10.0%	\$ 220,000	Apr-26
Conversion	\$ 22,426,227	Conversion	49.3%	\$ 1,085,000	Oct-26
8609	\$ 125,000	8609	5.7%	\$ 125,000	Feb-27
<b>TOTAL</b>	<b>\$ 28,464,034</b>	<b>TOTAL</b>		<b>\$ 2,200,000</b>	
		Deferred Fee		\$ 1,300,000	
		<b>TOTAL</b>		<b>\$ 3,500,000</b>	

**Addendum 3 – Conceptual Design Statement of Probable Cost R1**

**Document on Following Page**

**Waterman Gardens Phase II**

Conceptual Design Statement of Probable Cost R1

July 28, 2023

23-0000

Prepared for Housing Authority County of San Bernardino



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## CREDITS

*The information contained within this documents is confidential and should not be distributed or copied for any reason without the consent of either Cumming Construction Management, Inc. or the intended client.*

*Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions.*

*This opinion of the probable cost of construction is made on the basis of the experience, qualifications, and best judgment of a professional consultant familiar with the construction industry. However, Cumming cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.*

*This document reflects fair market value construction costs obtainable in a competitive bidding market. Cumming assumes a minimum of three (6) competitive bids from qualified general contractors, with bids from a minimum of five (5) subcontractors per trade. This statement is a determination of fair market value for the construction of the project and is not intended to be a prediction of low bid. Please note that experience indicates a fewer number of bidders may result in a higher bid amount, thus more bidders may result in a lower bid result.*

*The Cumming staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.*

## Global Reach



### Cumming Construction Management, Inc.

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**SUMMARY**

<b>Element</b>	<b>Area</b>	<b>Cost / SF</b>	<b>Total</b>
Community Center - East Wing	28,138 SF	\$606.73	\$17,072,202
Community Center- North Wing, Dignity	14,462 SF	\$973.15	\$14,073,723
Community Center - North Wing Growing Hope	11,562 SF	\$931.86	\$10,774,176
Community Center - Lobby	4,970 SF	\$1,250.78	\$6,216,384
Building B	76,960 SF	\$439.20	\$33,801,172
Building D	11,098 SF	\$423.60	\$4,701,132
Building F	16,546 SF	\$371.41	\$6,145,337
Sitework	480,702 SF	\$70.89	\$34,075,978
<b>Total Estimated Construction Cost</b>	<b>47,570 SF</b>	<b>\$2,666.81</b>	<b>\$126,860,104</b>
Soft Costs (40% for project, 50% for Dignity), allowance			\$52,151,414
<b>Total Estimated Project Cost</b>	<b>93,028 SF</b>	<b>\$1,924.28</b>	<b>\$179,011,519</b>
<b><u>Funding Breakouts</u></b>	<b>Construction (\$)</b>	<b>Soft Cost (\$)</b>	<b>Total (\$)</b>
Community Center	\$48,045,476	\$20,622,529	\$68,668,005
Housing	\$44,919,481	\$17,967,792	\$62,887,273
PV	\$12,950,322	\$5,180,129	\$18,130,451
Offsite and Bus Stops	\$619,527	\$247,811	\$867,338
Urban Greening	\$7,029,077	\$2,811,631	\$9,840,707
Pathways	\$1,601,884	\$640,753	\$2,242,637
<b>Total Grant Funding</b>			<b>\$162,636,412</b>

**Soft Cost Breakouts Per Funding Package**

**Total**

**Community Center**

Architectural	8.00%	\$3,644,051
Engineering	2.25%	\$1,031,126
Cost Estimating	0.28%	\$130,536
Permitting	2.00%	\$960,910
Legal	0.50%	\$240,227
PM/CM	4.00%	\$1,921,819
FF&E	16.70%	\$7,524,627
Contingency	11.00%	\$5,085,415

**Precon Portions**

A/E Design		\$368,779.52
Engineering Design		\$113,423.91
Cost Estimating		\$130,535.59

**Housing**

Architectural	7.0%	\$3,144,364
Engineering	2.0%	\$898,390
Cost Estimating	0.3%	\$116,791
Permitting	2.0%	\$898,390
Legal	0.5%	\$224,597
PM/CM	4.0%	\$1,796,779
FF&E	14.2%	\$6,378,566
Contingency	10.0%	\$4,491,948

**Precon Portions**

A/E Design		\$274,000.00
Engineering Design		\$98,822.86
Cost Estimating		\$116,790.65

**Solar - Housing**

Architectural	8.0%	\$283,072
Engineering	2.0%	\$70,768
Cost Estimating	0.3%	\$9,200
Permitting	2.0%	\$70,768
Legal	0.5%	\$17,692
PM/CM	6.0%	\$212,304
FF&E	6.0%	\$212,304
Contingency	15.0%	\$530,759

**Precon Portions**

A/E Design		\$31,137.87
Engineering Design		\$7,784.47
Cost Estimating		\$9,199.83

**Solar - Community Center**

Architectural	8.0%	\$752,954
Engineering	2.0%	\$188,239
Cost Estimating	0.3%	\$24,471
Permitting	2.0%	\$188,239
Legal	0.5%	\$47,060
PM/CM	6.0%	\$564,716
FF&E	6.0%	\$564,716
Contingency	0.0%	\$1,411,789

**Precon Portions**

A/E Design		\$82,824.97
Engineering Design		\$20,706.24
Cost Estimating		\$24,471.01

**Urban Greening - Housing**

Architectural	8.0%	\$408,864
Engineering	2.0%	\$102,216
Cost Estimating	0.3%	\$13,288
Permitting	2.0%	\$102,216
Legal	0.5%	\$25,554
PM/CM	6.0%	\$306,648
FF&E	6.0%	\$306,648
Contingency	15.0%	\$766,620

**Precon Portions**

A/E Design		\$44,975.04
Engineering Design		\$11,243.76
Cost Estimating		\$13,288.08

**Urban Greening - Community Center**

Architectural	8.0%	\$153,462
Engineering	2.0%	\$38,366
Cost Estimating	0.3%	\$4,988
Permitting	2.0%	\$38,366
Legal	0.5%	\$9,591
PM/CM	6.0%	\$115,097
FF&E	6.0%	\$115,097
Contingency	15.0%	\$287,741

**Precon Portions**

A/E Design		\$16,880.83
Engineering Design		\$4,220.21
Cost Estimating		\$4,987.52

**Pathways - Housing**

Architectural	11.0%	\$45,365
Engineering	3.0%	\$12,372
Cost Estimating	0.3%	\$1,072
Permitting	2.0%	\$8,248
Legal	0.5%	\$2,062
PM/CM	6.0%	\$24,745
FF&E	5.0%	\$20,621
Contingency	12.0%	\$49,489

**Precon Portions**

A/E Design		\$4,990.19
Engineering Design		\$1,360.96
Cost Estimating		\$1,072.27

**Pathways - Community Center**

Architectural	11.0%	\$130,842
Engineering	3.0%	\$35,684
Cost Estimating	0.3%	\$3,093
Permitting	2.0%	\$23,789
Legal	0.5%	\$5,947
PM/CM	6.0%	\$71,368
FF&E	5.0%	\$59,474
Contingency	12.0%	\$142,737

**Precon Portions**

A/E Design		\$14,392.60
Engineering Design		\$3,925.26
Cost Estimating		\$3,092.63

**Offsite**

Architectural	12.0%	\$74,343
Engineering	4.0%	\$24,781
Cost Estimating	0.3%	\$1,611
Permitting	2.0%	\$12,391
Legal	0.5%	\$3,098
PM/CM	6.0%	\$37,172
FF&E	0.0%	\$0
Contingency	15.0%	\$92,929

**Precon Portions**

A/E Design		\$8,177.76
Engineering Design		\$2,725.92
Cost Estimating		\$1,610.77

**Waterman Gardens Phase II**  
**San Bernardino, California**  
**Conceptual Design Statement of Probable Cost R1**

**SUMMARY MATRIX**

Element	Community Center - East Wing 28,138 SF		Community Center- North Wing, Dignity 14,462 SF		Community Center - North Wing Growing Hope 11,562 SF		Community Center - Lobby 4,970 SF		Building B 76,960 SF		Building D 11,098 SF		Building F 16,546 SF	
	Total	Cost/SF	Total	Cost/SF	Total	Cost/SF	Total	Cost/SF	Total	Cost/SF	Total	Cost/SF	Total	Cost/SF
01 General Requirements														
02 Existing Conditions														
03 Concrete	\$659,244	\$23.43	\$423,339	\$29.27	\$337,414	\$29.18	\$342,955	\$69.01	\$994,377	\$12.92	\$194,045	\$17.48	\$187,385	\$11.33
04 Masonry														
05 Metals	\$467,353	\$16.61	\$15,908	\$1.10	\$12,718	\$1.10	\$732,262	\$147.34	\$61,275	\$0.80	\$12,869	\$1.16	\$12,832	\$0.78
06 Wood, Plastics, And Composites									\$5,278,474	\$68.59	\$625,034	\$56.32	\$744,992	\$45.03
07 Thermal And Moisture Protection	\$470,780	\$16.73	\$390,485	\$27.00	\$236,533	\$20.46	\$431,757	\$86.87	\$696,654	\$9.05	\$109,508	\$9.87	\$116,511	\$7.04
08 Openings	\$952,867	\$33.86	\$1,201,068	\$83.05	\$658,477	\$56.95	\$707,029	\$142.26	\$966,123	\$12.55	\$138,150	\$12.45	\$229,488	\$13.87
09 Finishes	\$2,029,125	\$72.11	\$1,433,582	\$99.13	\$721,388	\$62.39	\$775,744	\$156.09	\$5,973,065	\$77.61	\$662,151	\$59.66	\$906,830	\$54.81
10 Specialties	\$202,396	\$7.19	\$130,496	\$9.02	\$93,473	\$8.08	\$43,824	\$8.82	\$426,607	\$5.54	\$98,452	\$8.87	\$165,591	\$10.01
11 Equipment									\$385,000	\$5.00	\$55,000	\$4.96	\$32,400	\$1.96
12 Furnishings	\$2,293	\$0.08	\$11,595	\$0.80	\$11,595	\$1.00	\$13,085	\$2.63						
13 Special Construction	\$1,236,426	\$43.94	\$1,117,546	\$77.27	\$2,485,103	\$214.94								
14 Conveying Systems	\$214,608	\$7.63												
21 Fire Suppression	\$223,416	\$7.94	\$114,828	\$7.94	\$91,802	\$7.94	\$39,462	\$7.94	\$758,056	\$9.85	\$109,315	\$9.85	\$140,641	\$8.50
22 Plumbing	\$344,784	\$12.25	\$592,972	\$41.00	\$321,357	\$27.79	\$90,600	\$18.23	\$2,131,122	\$27.69	\$307,304	\$27.69	\$458,159	\$27.69
23 HVAC	\$1,316,577	\$46.79	\$1,211,771	\$83.79	\$575,672	\$49.79	\$232,546	\$46.79	\$1,270,019	\$16.50	\$183,117	\$16.50	\$273,009	\$16.50
25 Integrated Automation	\$217,788	\$7.74	\$140,860	\$9.74	\$89,490	\$7.74	\$38,468	\$7.74	\$261,664	\$3.40	\$37,733	\$3.40	\$56,256	\$3.40
26 Electrical	\$1,665,917	\$59.21	\$1,321,014	\$91.34	\$741,972	\$64.17	\$290,894	\$58.53	\$2,417,094	\$31.41	\$403,858	\$36.39	\$551,158	\$33.31
27 Communications	\$254,930	\$9.06	\$246,722	\$17.06	\$104,752	\$9.06	\$45,028	\$9.06	\$132,241	\$1.72	\$19,089	\$1.72	\$28,459	\$1.72
28 Electrical Safety And Security	\$288,696	\$10.26	\$314,693	\$21.76	\$118,626	\$10.26	\$60,932	\$12.26	\$155,370	\$2.02	\$22,418	\$2.02	\$33,423	\$2.02
31 Earthwork	\$145,137	\$5.16	\$147,507	\$10.20	\$147,507	\$12.76	\$48,740	\$9.81	\$71,119	\$0.92	\$78,734	\$7.09	\$58,697	\$3.55
32 Exterior Improvements														
33 Utilities														
Subtotal Cost	\$10,692,338	\$380.00	\$8,814,387	\$609.49	\$6,747,878	\$583.63	\$3,893,328	\$783.37	\$21,978,257	\$285.58	\$3,056,778	\$275.44	\$3,995,832	\$241.50
Design Contingency 15.0%	\$1,603,851	\$57.00	\$1,322,158	\$91.42	\$1,012,182	\$87.54	\$583,999	\$117.50	\$3,296,739	\$42.84	\$458,517	\$41.32	\$599,375	\$36.22
Construction Contingency 5.0%	\$614,809	\$21.85	\$506,827	\$35.05	\$388,003	\$33.56	\$223,866	\$45.04	\$1,263,750	\$16.42	\$175,765	\$15.84	\$229,760	\$13.89
Escalation to MOC, varies 11.4%	\$1,666,544	\$59.23	\$1,373,840	\$95.00	\$1,051,747	\$90.97	\$606,827	\$122.10	\$2,323,260	\$30.19	\$323,123	\$29.12	\$422,388	\$25.53
General Conditions 8.0%	\$1,166,203	\$41.45	\$961,377	\$66.48	\$735,985	\$63.66	\$424,642	\$85.44	\$2,308,960	\$30.00	\$321,135	\$28.94	\$419,788	\$25.37
Bonds & Insurance 2.3%	\$362,106	\$12.87	\$298,508	\$20.64	\$228,523	\$19.77	\$131,851	\$26.53	\$716,932	\$9.32	\$99,712	\$8.98	\$130,344	\$7.88
GC Fee 6.0%	\$966,351	\$34.34	\$796,626	\$55.08	\$609,859	\$52.75	\$351,871	\$70.80	\$1,913,274	\$24.86	\$266,102	\$23.98	\$347,849	\$21.02
<b>Total Estimated Construction Cost</b>	<b>\$17,072,202</b>	<b>\$606.73</b>	<b>\$14,073,723</b>	<b>\$973.15</b>	<b>\$10,774,176</b>	<b>\$931.86</b>	<b>\$6,216,384</b>	<b>\$1,250.78</b>	<b>\$33,801,172</b>	<b>\$439.20</b>	<b>\$4,701,132</b>	<b>\$423.60</b>	<b>\$6,145,337</b>	<b>\$371.41</b>
Soft Costs 40.0%	\$6,828,881	\$242.69	\$7,036,862	\$486.58	\$4,309,671	\$56.00	\$2,486,554	\$500.31	\$13,520,469	\$175.68	\$1,880,453	\$169.44	\$2,458,135	\$148.56
<b>Total Estimated Project Cost</b>	<b>\$23,901,083</b>	<b>\$849.42</b>	<b>\$21,110,585</b>	<b>\$1,459.73</b>	<b>\$15,083,847</b>	<b>\$987.86</b>	<b>\$8,702,938</b>	<b>\$1,751.09</b>	<b>\$47,321,641</b>	<b>\$614.89</b>	<b>\$6,581,584</b>	<b>\$593.04</b>	<b>\$8,603,471</b>	<b>\$519.97</b>

Element	Sitework		Overall Totals
	Total	Cost/SF	Total
	480,702 SF		
01 General Requirements			\$144,211
02 Existing Conditions	\$144,211	\$0.30	\$3,138,759
03 Concrete			\$1,315,218
04 Masonry			\$6,648,500
05 Metals			\$2,452,227
06 Wood, Plastics, And Composites			\$4,853,201
07 Thermal And Moisture Protection			\$12,501,886
08 Openings			\$1,160,839
09 Finishes			\$472,400
10 Specialties			\$38,568
11 Equipment			\$4,839,075
12 Furnishings			\$214,608
13 Special Construction			\$1,477,520
14 Conveying Systems			\$4,246,298
21 Fire Suppression			\$5,062,711
22 Plumbing			\$842,259
23 HVAC	\$10,473,110	\$21.79	\$17,865,017
25 Integrated Automation			\$831,220
26 Electrical			\$994,158
27 Communications			\$1,598,425
28 Electrical Safety And Security			\$8,745,171
31 Earthwork	\$900,983	\$1.87	\$1,365,194
32 Exterior Improvements	\$8,745,171	\$18.19	
33 Utilities	\$1,365,194	\$2.84	
<b>Subtotal Cost</b>	<b>\$21,628,669</b>	<b>\$44.99</b>	<b>\$80,807,465</b>
Design Contingency 15.0%	\$3,244,300	\$6.75	\$12,121,120
Construction Contingency 5.0%	\$1,243,648	\$2.59	\$4,646,429
Escalation to MOC, varies 11.4%	\$2,980,038	\$6.20	\$10,747,769
General Conditions 8.0%	\$2,327,732	\$4.84	\$8,665,823
Bonds & Insurance 2.3%	\$722,761	\$1.50	\$2,690,738
GC Fee 6.0%	\$1,928,829	\$4.01	\$7,180,761
<b>Total Estimated Construction Cost</b>	<b>\$34,075,978</b>	<b>\$70.89</b>	<b>\$126,860,104</b>
Soft Costs 40.0%	\$13,630,391	\$28.36	\$52,151,414
<b>Total Estimated Project Cost</b>	<b>\$47,706,369</b>	<b>\$99.24</b>	<b>\$179,011,519</b>

**SCHEDULE OF AREAS AND CONTROL QUANTITIES**

Schedule of Areas	Community Center - East Wing	Community Center - North Wing, Dignity	Community Center - North Wing Growing Hope	Community Center - Lobby	Building B	Building D	Building F	Sitework	SF
<b>1. Enclosed Areas (x 100%)</b>									
Level 1	14,244	14,462	11,561	4,970	5,671	6,280	5,745	480,702	543,635
Level 2	13,894				5,772	4,818	5,400		29,884
Level 3					3,949		5,400		9,349
Level 4									
Level 5									
Level 6									
Level 7									
Buildings	1	1	1	1	5	1	1	1	
<b>Total Enclosed</b>	<b>28,138</b>	<b>14,462</b>	<b>11,562</b>	<b>4,970</b>	<b>76,960</b>	<b>11,098</b>	<b>16,546</b>	<b>480,702</b>	<b>582,868</b>
<b>2. Unenclosed Areas (x 50%)</b>									
Covered Deck									
<b>Total Unenclosed</b>									
<b>Total Gross Floor Area</b>	<b>28,138</b>	<b>14,462</b>	<b>11,562</b>	<b>4,970</b>	<b>76,960</b>	<b>11,098</b>	<b>16,546</b>	<b>480,702</b>	<b>582,868</b>

## Building B



**SUMMARY - BUILDING B**

Element	Total	Cost / SF
01 General Requirements		
02 Existing Conditions		
03 Concrete	\$994,377	\$12.92
04 Masonry		
05 Metals	\$61,275	\$0.80
06 Wood, Plastics, And Composites	\$5,278,474	\$68.59
07 Thermal And Moisture Protection	\$696,654	\$9.05
08 Openings	\$966,123	\$12.55
09 Finishes	\$5,973,065	\$77.61
10 Specialties	\$426,607	\$5.54
11 Equipment	\$385,000	\$5.00
12 Furnishings		
13 Special Construction		
14 Conveying Systems		
21 Fire Suppression	\$758,056	\$9.85
22 Plumbing	\$2,131,122	\$27.69
23 HVAC	\$1,270,019	\$16.50
25 Integrated Automation	\$261,664	\$3.40
26 Electrical	\$2,417,094	\$31.41
27 Communications	\$132,241	\$1.72
28 Electrical Safety And Security	\$155,370	\$2.02
31 Earthwork	\$71,119	\$0.92
32 Exterior Improvements		
33 Utilities		
Subtotal	\$21,978,257	\$285.58
Design Contingency	15.00% \$3,296,739	\$42.84
Subtotal	\$25,274,995	\$328.42
Construction Contingency	5.00% \$1,263,750	\$16.42
Subtotal	\$26,538,745	\$344.84
Escalation to MOC	8.75% \$2,323,260	\$30.19
Subtotal	\$28,862,005	\$375.03
General Conditions	8.00% \$2,308,960	\$30.00
Subtotal	\$31,170,966	\$405.03
Bonds & Insurance	2.30% \$716,932	\$9.32
Subtotal	\$31,887,898	\$414.34
GC Fee	6.00% \$1,913,274	\$24.86
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$33,801,172</b>	<b>\$439.20</b>

Total Area: 76,960 SF

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
<b>03 Concrete</b>				
Footings and Foundations				
F2 - Spread Footing				
Concrete, spread footings, 3000 psi	61	cy	\$301.17	\$18,221
Spread footing reinforcing	9,983	lbs	\$1.70	\$16,970
Formwork, spread footings	2,960	sf	\$9.92	\$29,363
Foundation excavation	127	cy	\$25.30	\$3,214
Foundation backfill	67	cy	\$21.97	\$1,462
Foundation haul excess	61	cy	\$19.65	\$1,189
F3 - Spread Footing				
Concrete, spread footings, 3000 psi	28	cy	\$301.17	\$8,282
Spread footing reinforcing	5,550	lbs	\$1.70	\$9,435
Formwork, spread footings	990	sf	\$9.92	\$9,821
Foundation excavation	58	cy	\$25.30	\$1,461
Foundation backfill	30	cy	\$21.97	\$665
Foundation haul excess	28	cy	\$19.65	\$540
F3A - Spread Footing				
Concrete, spread footings, 3000 psi	77	cy	\$301.17	\$23,090
Spread footing reinforcing	14,183	lbs	\$1.40	\$19,857
Formwork, spread footings	2,760	sf	\$9.92	\$27,379
Foundation excavation	161	cy	\$25.30	\$4,073
Foundation backfill	84	cy	\$21.97	\$1,853
Foundation haul excess	77	cy	\$19.65	\$1,507
F3B - Spread Footing				
Concrete, spread footings, 3000 psi	61	cy	\$301.17	\$18,221
Spread footing reinforcing	12,100	lbs	\$1.40	\$16,940
Formwork, spread footings	2,040	sf	\$9.92	\$20,237
Foundation excavation	127	cy	\$25.30	\$3,214
Foundation backfill	67	cy	\$21.97	\$1,462
Foundation haul excess	61	cy	\$19.65	\$1,189
F4A - Spread Footing				
Concrete, spread footings, 3000 psi	66	cy	\$301.17	\$19,877
Spread footing reinforcing	13,860	lbs	\$1.40	\$19,404
Formwork, spread footings	1,600	sf	\$9.92	\$15,872
Foundation excavation	139	cy	\$25.30	\$3,507
Foundation backfill	73	cy	\$21.97	\$1,595
Foundation haul excess	66	cy	\$19.65	\$1,297
F4B - Spread Footing				
Concrete, spread footings, 3000 psi	17	cy	\$301.17	\$4,969
Spread footing reinforcing	3,465	lbs	\$1.40	\$4,851
Formwork, spread footings	385	sf	\$9.92	\$3,819
Foundation excavation	35	cy	\$25.30	\$877

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
Foundation backfill	18	cy	\$21.97	\$399
Foundation haul excess	17	cy	\$19.65	\$324
<b>C1 - Continuous Footing</b>				
Concrete, continuous footings, 3000 psi	17	cy	\$301.17	\$4,969
Continuous footing reinforcing	3,218	lbs	\$1.40	\$4,505
Formwork, continuous footings	710	sf	\$8.97	\$6,369
Foundation excavation	35	cy	\$25.30	\$877
Foundation backfill	18	cy	\$21.97	\$399
Foundation haul excess	17	cy	\$19.65	\$324
<b>C1.5 - Continuous Footing</b>				
Concrete, continuous footings, 3000 psi	253	cy	\$301.17	\$76,196
Continuous footing reinforcing	51,865	lbs	\$1.40	\$72,611
Formwork, continuous footings	8,285	sf	\$8.97	\$74,316
Foundation excavation	531	cy	\$25.30	\$13,442
Foundation backfill	278	cy	\$21.97	\$6,114
Foundation haul excess	253	cy	\$19.65	\$4,971
<b>GB1.5 - Grade Beam</b>				
Concrete, grade beams, 3000 psi	22	cy	\$301.17	\$6,626
Grade beam reinforcing	4,400	lbs	\$1.40	\$6,160
Formwork, grade beams	730	sf	\$8.98	\$6,555
Foundation excavation	46	cy	\$25.30	\$1,169
Foundation backfill	24	cy	\$21.97	\$532
Foundation haul excess	22	cy	\$19.65	\$432
<b>T1 - Tie Beam</b>				
Concrete, tie beams, 3000 psi	22	cy	\$301.17	\$6,626
Tie beam reinforcing	4,070	lbs	\$1.40	\$5,698
Formwork, tie beams	1,110	sf	\$8.98	\$9,968
Foundation excavation	46	cy	\$25.30	\$1,169
Foundation backfill	24	cy	\$21.97	\$532
Foundation haul excess	22	cy	\$19.65	\$432
<b>Concrete Stem Wall/Column</b>				
Concrete, columns, 4000 psi	13	cy	\$326.10	\$4,076
Column reinforcing	2,500	lbs	\$1.40	\$3,500
Formwork, columns	360	sf	\$17.23	\$6,203
Foundation excavation	26	cy	\$25.30	\$664
Foundation backfill	14	cy	\$21.97	\$302
Foundation haul excess	13	cy	\$19.65	\$246
<b>Slab on Grade</b>				
S.O.G. 4"				
Concrete, slab on grade, 3000 psi	347	cy	\$230.21	\$79,782
Slab on grade reinforcing	21,093	lbs	\$1.40	\$29,530
Formwork, slab on grade	2,525	lf	\$6.88	\$17,372
Vapor barrier	23,940	sf	\$1.44	\$34,474
Radon mitigation	23,940	sf	\$2.19	\$52,429

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
Base course	23,940	sf	\$3.95	\$94,563
Fine grading	23,940	sf	\$0.68	\$16,279
Finish to slab on grade	23,940	sf	\$1.15	\$27,531

<b>Total - Concrete</b>				<b>\$994,377</b>
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**05 Metals**

Miscellaneous

Exterior Guardrails and Handrails  
 Balcony Guardrail, 3'-6" high

645	lf	\$95.00	\$61,275
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<b>Total - Metals</b>				<b>\$61,275</b>
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**06 Wood, Plastics, And Composites**

Rough Carpentry

Wood Columns

Double 2x4, treated lumber	2,467	bf	\$9.30	\$22,940
Double 2x6, treated lumber	9,600	bf	\$8.04	\$77,184
4x6, treated lumber	38,400	bf	\$7.94	\$304,896
6x6, treated lumber	2,100	bf	\$6.72	\$14,112

Wood Beams/Headers

Double 2x12, treated lumber	2,940	bf	\$6.09	\$17,905
4x4, treated lumber	1,713	bf	\$6.60	\$11,308
4x6, treated lumber	1,380	bf	\$7.49	\$10,336
4x12, treated lumber	440	bf	\$8.12	\$3,573
6x12, treated lumber	4,020	bf	\$6.15	\$24,723
7x11.25, parallam	325	lf	\$84.00	\$27,300

Wood Joists

2x12, treated lumber	80,490	bf	\$6.24	\$502,258
1-3/4x11-1/4, laminated veneer lumber, 2-ply	1,390	lf	\$34.68	\$48,205
1-3/4x11-1/4, laminated veneer lumber, 3-ply	355	lf	\$34.68	\$12,311

Pre-Fabricated Wood Trusses

Wood trusses, includes accessories, blocking and delivery	24,720	sf	\$10.00	\$247,200
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Sheathing

Plywood floor sheathing, 3/4"	50,620	sf	\$4.35	\$220,197
Gypcrete	50,620	sf	\$5.09	\$257,656
Roof sheathing, 5/8"	18,500	sf	\$5.44	\$100,640
Starter board at eaves	6,220	sf	\$5.75	\$35,765
Shear wall sheathing, 1/2", exterior	26,994	sf	\$4.45	\$120,123

Wall Framing, Wood Studs

Wood studs, 2" x 6" at 16" o.c., exterior walls	61,010	sf	\$9.67	\$589,967
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**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
Wood studs, 2" x 4" at 16" o.c., exterior walls	14,650	sf	\$6.72	\$98,448
Wood studs, 2" x 4", staggered stud exterior wall	20,650	sf	\$9.94	\$205,261
Wood studs, 2" x 6" at 16" o.c., partitions	56,815	sf	\$7.93	\$450,543
Wood studs, 2" x 4" at 16" o.c., partitions	8,900	sf	\$6.72	\$59,808
Wood studs, 2" x 6" at 16" o.c., furring	6,320	sf	\$7.93	\$50,118
Wood studs, 2" x 4" at 16" o.c., furring	7,100	sf	\$6.72	\$47,712
Wood studs, 2" x 4", staggered stud partition	11,750	sf	\$9.94	\$116,795
<b>Miscellaneous Rough Carpentry</b>				
Wood stairs, incl. treads and risers	5,100	lfr	\$96.53	\$492,303
Miscellaneous blocking/strapping and backing	76,960	sf	\$0.16	\$12,314
<b>Finish Carpentry</b>				
<b>Casework and millwork</b>				
Base cabinets, solid surface countertops	945	lf	\$546.91	\$516,830
Upper cabinets	825	lf	\$358.09	\$295,424
Full height cabinets	140	lf	\$645.32	\$90,345
Vanity units, solid surface countertop	385	lf	\$315.21	\$121,356
Closet shelving, wood, includes rods	1,900	lf	\$30.12	\$57,228
Miscellaneous trim and millwork	76,960	sf	\$0.20	\$15,392

**Total - Wood, Plastics, And Composites** **\$5,278,474**

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
<b>07 Thermal And Moisture Protection</b>				
Roofing and Accessories				
Metal Flashings, Copings and Fascias				
Composite trim with nailers and flashing	745	lf	\$10.87	\$8,098
Asphalt Shingle Roof				
Asphalt shingles over roofing underlayment	29,695	sf	\$6.88	\$204,302
Roof Insulation				
Roof / attic / ceiling insulation (per A.B41)	28,805	sf	\$1.12	\$32,262
Roof Accessories				
Square gutter	2,390	lf	\$12.66	\$30,257
3" x 4" Downspout	2,665	lf	\$12.96	\$34,538
Splash Block	80	ea	\$105.00	\$8,400
Fypon roof rafter tail	1,195	lf	\$48.24	\$57,647
Alumawood Trellis				
Alumawood trellis, at balconies	4,065	sf	\$18.57	\$75,487
Exterior Wall Insulation				
Sound batt insulation, unbacked	62,550	sf	\$1.83	\$114,467
Fiberglass batt insulation, unbacked	8,150	sf	\$2.06	\$16,789
Interior Wall Insulation				
Sound batt insulation, unbacked	54,135	sf	\$1.34	\$72,541
Fiberglass batt insulation, unbacked	16,020	sf	\$1.45	\$23,229
Waterproofing				
Patio deck	5,325	sf	\$3.50	\$18,638

<b>Total - Thermal And Moisture Protection</b>				<b>\$696,654</b>
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**08 Openings**

Exterior Doors and Frames

Fiberglass doors and hardware				
3'-0" x 6'-8", glazed, WD Frame	50	ea	\$1,342.00	\$67,100
3'-0" x 6'-8", WD frame	30	ea	\$1,105.00	\$33,150
Hollow metal doors and hardware				
2'-6" x 6'-8", HM frame	5	ea	\$968.00	\$4,840
2'-6" x 6'-8", louvered, WD frame	70	ea	\$1,084.00	\$75,880
3'-0" x 6'-8", HM frame	15	ea	\$1,040.00	\$15,600
3'-0" x 6'-8", louvered, HM frame	10	ea	\$1,108.00	\$11,080
Solid core wood doors and hardware				
3'-0" x 6'-8", timely frame	40	ea	\$1,108.00	\$44,320

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
Exterior Glazing				
Vinyl windows	5,794	sf	\$58.00	\$336,038
Interior Doors and Frames				
Hollow core wood doors, wood frames & hardware				
Flush 3'-0" x 6'-8" Hollow Core WD, WD frame	190	ea	\$648.00	\$123,120
Flush 2'-6" x 6'-8" Hollow Core WD, WD frame	120	ea	\$626.00	\$75,120
Sliding 3'-0" x 6'-8" Hollow Core WD, WD frame	20	ea	\$648.00	\$12,960
Louvered 3'-0" x 6'-8" Hollow Core WD, WD frame	40	ea	\$798.00	\$31,920
Double, Louvered 6'-0" x 6'-8" Hollow Core WD, WD frame	10	pr	\$947.00	\$9,470
Double, Louvered 5'-0" x 6'-8" Hollow Core WD, WD frame	20	pr	\$885.00	\$17,700
Double, Sliding 6'-0" x 6'-8" Hollow Core WD, WD frame	55	pr	\$872.00	\$47,960
Triple, Sliding 9'-0" x 6'-8" Hollow Core WD, WD frame	65	ea	\$921.00	\$59,865

<b>Total - Openings</b>				<b>\$966,123</b>
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**09 Finishes**

Exterior Finishes

Composite wood board and batten, at façade, incl. moisture barrier, trim and flashings	12,045	sf	\$28.76	\$346,414
Cement plaster over lath, includes moisture barrier and trim	69,540	sf	\$25.47	\$1,771,184
Soffit, cement plaster over lath, includes moisture barrier, trim and framing	7,625	sf	\$31.88	\$243,085

Exterior Walls And Parapets

Sheathing				
Exterior walls, densglass sheathing	99,350	sf	\$4.48	\$445,088
Gypsum Board to Interior of Exterior				
Interior of exterior, 5/8" thick gypsum board X, finished	91,425	sf	\$3.95	\$361,129
Interior of exterior, 5/8" thick gypsum board X, unfinished	20,650	sf	\$3.00	\$61,950
Gypsum board, 1" thick coreboard at exterior fire walls	16,300	sf	\$4.72	\$76,936

Interior Partitions

Partitions				
Metal stud	4,800	sf	\$10.00	\$48,000
Gypsum Board				
Gypsum board, 5/8" thick, finished	105,160	sf	\$3.95	\$415,382
Gypsum board, 5/8" thick, finished, mold resistant	56,070	sf	\$4.07	\$228,205
Gypsum board, 5/8" thick, unfinished	10,575	sf	\$3.00	\$31,725
Gypsum board, 1" thick coreboard at interior fire walls	16,095	sf	\$4.72	\$75,968
Premiums				
Fire sealant	17,500	lf	\$1.25	\$21,875

Interior Finishes

Floors				
VPF flooring	58,755	sf	\$4.13	\$242,658
Pli-dek, at stairs	2,735	sf	\$5.19	\$14,195
Sealed concrete	2,300	sf	\$1.94	\$4,462

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
Base				
MDF, 4"	19,590	lf	\$4.44	\$86,980
Walls				
Paint walls	176,310	sf	\$1.48	\$260,939
Ceiling				
Gypsum board ceilings, incl. framing	58,915	sf	\$16.68	\$982,702
Gypsum board ceilings, mold resistant, incl. framing	7,125	sf	\$17.30	\$123,263
Gypsum board soffit drops, incl. framing	1,025	sf	\$16.70	\$17,118
Paint gypsum board ceilings/soffit drops	67,065	sf	\$1.59	\$106,633
Attic access hatch, 20"x30"	35	ea	\$205.00	\$7,175

<b>Total - Finishes</b>				<b>\$5,973,065</b>
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**10 Specialties**

Buidling Specialties				
Fire extinguisher and cabinet	6	ea	\$247.00	\$1,482
Restroom Specialties				
Medicine cabinets	90	ea	\$240.00	\$21,600
Bathroom mirror	155	ea	\$366.20	\$56,761
Grab bar, ADA units	50	ea	\$258.91	\$12,946
Towel bars	90	ea	\$222.05	\$19,985
Toilet paper holder	155	ea	\$295.29	\$45,770
Locker/mail rooms, allow	300	sf	\$220.00	\$66,000
Miscellaneous				
Trash chutes	2	ea	\$18,300.00	\$36,600
Code signage	76,960	sf	\$0.65	\$50,024
General building specialties	76,960	sf	\$1.50	\$115,440

<b>Total - Specialties</b>				<b>\$426,607</b>
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**11 Equipment**

Appliances				
Kitchen appliances, allowance	70	unit	\$5,500.00	\$385,000

<b>Total - Equipment</b>				<b>\$385,000</b>
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**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
<b>21 Fire Suppression</b>				
Fire Protection				
Wet-pipe sprinklers	76,960	sf	\$9.85	\$758,056
<b>Total - Fire Suppression</b>				<b>\$758,056</b>

**22 Plumbing**

Plumbing

General Plumbing Equipment

Water heater, gas, residential, 70 gal	70	ea	\$1,296.00	\$90,720
Circulating pump	70	ea	\$631.80	\$44,226
HW rough-in at water heater	70	ea	\$472.50	\$33,075
HW rough-in at circulating pump	70	ea	\$405.00	\$28,350

Sanitary Fixtures

Water closet, WC-1, floor	120	ea	\$589.41	\$70,729
Lavatory, L-1, wall	190	ea	\$684.99	\$130,148
Bathtub, BT-1	120	ea	\$2,239.65	\$268,758

Rough-ins

Local rough-in at fixture	430	ea	\$734.15	\$315,685
Rough-in to dishwasher	70	ea	\$250.58	\$17,541
Cold water rough-in at laundry equipment	70	ea	\$523.01	\$36,611

Domestic Water

3/4" pipe, cu type L, in bldg	8,400	lf	\$29.19	\$245,196
1" pipe, cu type L, in bldg	1,925	lf	\$32.17	\$61,927
1-1/4" pipe, cu type L, in bldg	3,150	lf	\$31.93	\$100,580
1-1/2" pipe, cu type L, in bldg	700	lf	\$34.41	\$24,087
Pipe insulation, 3/4" pipe	5,600	lf	\$9.56	\$53,536
Pipe insulation, 1" pipe	525	lf	\$10.02	\$5,261
Pipe insulation, 1-1/4" pipe	1,400	lf	\$12.57	\$17,598

Waste / Vent

DWV connection to washer box	70	ea	\$418.23	\$29,276
1-1/2" pipe, ci, no-hub, in bldg	210	lf	\$44.66	\$9,379
2" pipe, ci, no-hub, in bldg	4,060	lf	\$46.53	\$188,912
3" pipe, ci, no-hub, in bldg	5,250	lf	\$57.27	\$300,668
4" pipe, ci, no-hub, in bldg	875	lf	\$67.27	\$58,861

**Total - Plumbing** **\$2,131,122**

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
<b>23 HVAC</b>				
HVAC				
Refrigerant Piping				
3/8" pipe, acr, type L	3,920	lf	\$26.27	\$102,978
7/8" pipe, acr, type L	3,920	lf	\$31.93	\$125,166
Pipe insulation, 7/8" pipe	3,920	lf	\$11.08	\$43,434
DX Fancoils/splits				
Fan coil, dx, 1.5 ton, 600 cfm	70	ea	\$1,707.75	\$119,543
Condensing unit, 2 tons	70	ea	\$3,515.40	\$246,078
Fans				
Exhaust fan EF-2, 500 cfm	120	ea	\$1,391.85	\$167,022
Air Distribution				
Ductwork, galv, self-fab'd, incl shop OH	21,369	lb	\$8.67	\$185,269
Flexible duct, insulated, various sizes	7,630	lf	\$20.28	\$154,736
Grilles and diffusers				
Ceiling diffusers	350	ea	\$179.28	\$62,748
Louvers	250	ea	\$252.18	\$63,045
<b>Total - HVAC</b>				<b>\$1,270,019</b>

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
<b>25 Integrated Automation</b>				
HVAC Controls	76,960	sf	\$3.40	\$261,664
<b>Total - Integrated Automation</b>				<b>\$261,664</b>

**26 Electrical**

Service and distribution

Distribution equipment

Panelboard, 150 amp, 480/277v, 3ph, 4w	70	ea	\$2,426.68	\$169,868
Panelboard, 225 amp, 120/208v, 3ph, 4w	10	ea	\$2,777.80	\$27,778
INV-125A	5	ea	\$4,784.74	\$23,924
Meter Stack	5	ea	\$11,110.20	\$55,551
Conduit, 2" pvc	26,075	lf	\$7.86	\$204,950
Copper wire, #6 thhn	200	lf	\$1.38	\$276
Copper wire, #3/0 thhn	600	lf	\$5.62	\$3,372
Aluminum wire, #3/0	26,980	lf	\$2.62	\$70,688
Aluminum wire, #4	8,990	lf	\$1.12	\$10,069
Grounding	5	ls	\$1,012.50	\$5,063
Copper wire, #6 thhn	500	lf	\$1.38	\$690
Pull box, 12x12x6 N3R	5	ea	\$194.75	\$974
Branch power,	15	lf	\$15.86	\$238

HVAC and equipment connections

WH-1	70	ea	\$666.85	\$46,680
Heat pump	70	ea	\$666.85	\$46,680
Radon Fan	70	ea	\$87.62	\$6,133
Circ Pump	70	ea	\$87.62	\$6,133
Exhaust fan	110	ea	\$254.89	\$28,038
Irrigation controller	5	ea	\$87.62	\$438
Hood vent	70	ea	\$87.62	\$6,133
12/2 Romex	13,000	lf	\$3.16	\$41,080
8/3 Romex	6,300	lf	\$5.55	\$34,965

Convenience power

Duplex receptacle, 20 amp	1,020	ea	\$79.18	\$80,764
Double duplex receptacle, 20 amp	5	ea	\$105.75	\$529
Duplex receptacle, 20 amp GFCI	560	ea	\$100.41	\$56,230
Duplex receptacle, 20 amp GFCI, wp	120	ea	\$114.86	\$13,783
20Amp Appliance	350	ea	\$89.81	\$31,434
30Amp Appliance	70	ea	\$106.51	\$7,456
50Amp Appliance	70	ea	\$102.99	\$7,209
12/2 Romex	41,100	lf	\$3.16	\$129,876
8/3 Romex	3,150	lf	\$5.55	\$17,483
6/3 Romex	3,150	lf	\$6.73	\$21,200
Door Bell & Chime, Xfrm	70	ea	\$355.17	\$24,862
Door Bell Strobe	150	ea	\$62.87	\$9,431

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
12/2 Romex	1,500	lf	\$3.16	\$4,740
16/2 Cable	5,600	lf	\$1.39	\$7,784
Lighting and lighting control				
Fixture Type A2	8	ea	\$323.96	\$2,592
Fixture Type A3	6	ea	\$212.72	\$1,276
Fixture Type R1	200	ea	\$262.06	\$52,412
Fixture Type R2	870	ea	\$178.43	\$155,234
Fixture Type R3	160	ea	\$290.50	\$46,480
Fixture Type R4	160	ea	\$190.13	\$30,421
Fixture Type R5	110	ea	\$230.28	\$25,331
Fixture Type S1	80	ea	\$257.04	\$20,563
Single pole switch	225	ea	\$87.62	\$19,715
Dimmer switch	220	ea	\$250.64	\$55,141
Dimmer three way switch	100	ea	\$277.69	\$27,769
Three way switch	1	ea	\$97.91	\$98
Occupancy sensor, ceiling mounted	20	ea	\$293.24	\$5,865
Occupancy sensor, wall mounted	215	ea	\$254.89	\$54,801
12/2 Romex	35,625	lf	\$3.16	\$112,575
12/3 Romex	3,030	lf	\$3.49	\$10,575
PV, allowance	125	kw	\$4,750.00	\$593,750

**Total - Electrical** **\$2,417,094**

**27 Communications**

Voice and Data system				
Tele/data outlet, 1 port	230	ea	\$56.06	\$12,894
CATV Outlet	70	ea	\$52.51	\$3,676
Telephone outlet	10	ea	\$56.06	\$561
Comm Panel	70	ea	\$809.46	\$56,662
Fire treated plywood	5	ea	\$304.53	\$1,523
Telecommunication grounding busbar	5	ea	\$344.86	\$1,724
CAT-6, 4 pair 23 AWG, UTP	12,000	lf	\$1.10	\$13,200
Coax Cable	3,500	lf	\$1.11	\$3,885
Closed circuit television system				
CCTV PTZ IP camera	15	ea	\$2,349.43	\$35,241
Head End Equip	1	ea	\$1,809.93	\$1,810
CCTV cabling	750	lf	\$1.42	\$1,065

**Total - Communications** **\$132,241**

**DETAIL ELEMENTS - BUILDING B**

Element	Quantity	Unit	Unit Cost	Total
<b>28 Electrical Safety And Security</b>				
Fire alarm system				
FA control panel	5	ea	\$11,059.56	\$55,298
FA horn wp strobe unit, wall mount	40	ea	\$255.92	\$10,237
FA horn strobe unit, wall mount	16	ea	\$182.86	\$2,926
Tamper and Flow Switch Conn	24	ea	\$120.62	\$2,895
Fire Alarm Bell	5	ea	\$195.95	\$980
Fire alarm cable rated, 4C	4,500	lf	\$4.22	\$18,990
CO/Smoke Det with Hearing Impaired Strobe	250	ea	\$141.93	\$35,483
12/3 Romex	6,250	lf	\$3.49	\$21,813
Misc Fire alarm	5	ea	\$1,350.00	\$6,750

**Total - Electrical Safety And Security** **\$155,370**

**31 Earthwork**

Earthwork				
Overexcavation and recompaction	1,212	cy	\$11.37	\$13,775
Engineered fill	1,212	cy	\$27.15	\$32,893
Haul	1,212	cy	\$15.23	\$18,452
Rough and fine grading	6,521	sf	\$0.92	\$5,999

**Total - Earthwork** **\$71,119**

## Building D

**SUMMARY - BUILDING D**

Element		Total	Cost / SF
02 Existing Conditions			
03 Concrete		\$194,045	\$17.48
04 Masonry			
05 Metals		\$12,869	\$1.16
06 Wood, Plastics, And Composites		\$625,034	\$56.32
07 Thermal And Moisture Protection		\$109,508	\$9.87
08 Openings		\$138,150	\$12.45
09 Finishes		\$662,151	\$59.66
10 Specialties		\$98,452	\$8.87
11 Equipment		\$55,000	\$4.96
12 Furnishings			
13 Special Construction			
14 Conveying Systems			
21 Fire Suppression		\$109,315	\$9.85
22 Plumbing		\$307,304	\$27.69
23 HVAC		\$183,117	\$16.50
25 Integrated Automation		\$37,733	\$3.40
26 Electrical		\$403,858	\$36.39
27 Communications		\$19,089	\$1.72
28 Electrical Safety And Security		\$22,418	\$2.02
31 Earthwork		\$78,734	\$7.09
32 Exterior Improvements			
33 Utilities			
Subtotal		\$3,056,778	\$275.44
Design Contingency	15.00%	\$458,517	\$41.32
Subtotal		\$3,515,295	\$316.75
Construction Contingency	5.00%	\$175,765	\$15.84
Subtotal		\$3,691,059	\$332.59
Escalation to MOC	8.75%	\$323,123	\$29.12
Subtotal		\$4,014,183	\$361.70
General Conditions	8.00%	\$321,135	\$28.94
Subtotal		\$4,335,318	\$390.64
Bonds & Insurance	2.30%	\$99,712	\$8.98
Subtotal		\$4,435,030	\$399.62
GC Fee	6.00%	\$266,102	\$23.98

<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		<b>\$4,701,132</b>	<b>\$423.60</b>
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Total Area: 11,098 SF

**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
<b>03 Concrete</b>				
Footings and Foundations				
F2A - Spread Footing				
Concrete, spread footings, 3000 psi	12	cy	\$301.17	\$3,614
Spread footing reinforcing	2,400	lbs	\$1.40	\$3,360
Formwork, spread footings	512	sf	\$9.92	\$5,079
Foundation excavation	25	cy	\$25.30	\$638
Foundation backfill	13	cy	\$21.97	\$290
Foundation haul excess	12	cy	\$19.65	\$236
F2 - Spread Footing				
Concrete, spread footings, 3000 psi	4	cy	\$301.17	\$1,071
Spread footing reinforcing	711	lbs	\$1.40	\$996
Formwork, spread footings	128	sf	\$9.92	\$1,270
Foundation excavation	7	cy	\$25.30	\$189
Foundation backfill	4	cy	\$21.97	\$86
Foundation haul excess	4	cy	\$19.65	\$70
F3A - Spread Footing				
Concrete, spread footings, 3000 psi	2	cy	\$301.17	\$602
Spread footing reinforcing	400	lbs	\$1.40	\$560
Formwork, spread footings	96	sf	\$9.92	\$952
Foundation excavation	4	cy	\$25.30	\$106
Foundation backfill	2	cy	\$21.97	\$48
Foundation haul excess	2	cy	\$19.65	\$39
F3B - Spread Footing				
Concrete, spread footings, 3000 psi	1	cy	\$301.17	\$301
Spread footing reinforcing	200	lbs	\$1.40	\$280
Formwork, spread footings	48	sf	\$9.92	\$476
Foundation excavation	2	cy	\$25.30	\$53
Foundation backfill	1	cy	\$21.97	\$24
Foundation haul excess	1	cy	\$19.65	\$20
C1 - Continuous Footing				
Concrete, continuous footings, 3000 psi	2	cy	\$301.17	\$535
Continuous footing reinforcing	347	lbs	\$1.40	\$485
Formwork, continuous footings	70	sf	\$8.97	\$628
Foundation excavation	4	cy	\$25.30	\$94
Foundation backfill	2	cy	\$21.97	\$43
Foundation haul excess	2	cy	\$19.65	\$35
C1.25 - Continuous Footing				
Concrete, continuous footings, 3000 psi	46	cy	\$301.17	\$13,804
Continuous footing reinforcing	8,938	lbs	\$1.40	\$12,513
Formwork, continuous footings	1,980	sf	\$8.97	\$17,761
Foundation excavation	96	cy	\$25.30	\$2,435
Foundation backfill	50	cy	\$21.97	\$1,108



**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
Foundation haul excess	46	cy	\$19.65	\$901
GB1.25 - Grade Beam				
Concrete, grade beams, 3000 psi	20	cy	\$301.17	\$6,065
Grade beam reinforcing	4,028	lbs	\$1.40	\$5,639
Formwork, grade beams	870	sf	\$8.98	\$7,813
Foundation excavation	42	cy	\$25.30	\$1,070
Foundation backfill	22	cy	\$21.97	\$487
Foundation haul excess	20	cy	\$19.65	\$396
Slab on Grade				
S.O.G. 4"				
Concrete, slab on grade, 3000 psi	80	cy	\$230.21	\$18,313
Slab on grade reinforcing	14,319	lbs	\$1.40	\$20,047
Formwork, slab on grade	410	lf	\$6.88	\$2,821
Vapor barrier	6,450	sf	\$1.44	\$9,288
Radon mitigation	6,450	sf	\$2.19	\$14,126
Base course	6,450	sf	\$3.95	\$25,478
Fine grading	6,450	sf	\$0.68	\$4,386
Finish to slab on grade	6,450	sf	\$1.15	\$7,418

<b>Total - Concrete</b>				<b>\$194,045</b>
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**05 Metals**

Miscellaneous				
Exterior Guardrails and Handrails				
Balcony Guardrail, 3'-6" high	103	lf	\$95.00	\$9,785
Metal Awning, 6' x 3'	3	ea	\$1,028.00	\$3,084

<b>Total - Metals</b>				<b>\$12,869</b>
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**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
<b>06 Wood, Plastics, And Composites</b>				
Rough Carpentry				
Wood Columns				
Double 2x6, treated lumber	728	bf	\$8.04	\$5,853
4x6, treated lumber	4,266	bf	\$7.94	\$33,872
6x6, treated lumber	1,066	bf	\$6.72	\$7,164
Wood Beams/Headers				
4x4, treated lumber	91	bf	\$6.60	\$601
4x6, treated lumber	226	bf	\$7.49	\$1,693
4x8, treated lumber	28	bf	\$8.31	\$235
6x8, treated lumber	171	bf	\$6.05	\$1,035
6x10, treated lumber	125	bf	\$6.11	\$764
6x12, treated lumber	152	bf	\$6.15	\$935
Wood Joists				
2x6, treated lumber	119	bf	\$6.11	\$727
2x12, treated lumber	8,370	bf	\$6.24	\$52,229
1-3/4x11-1/4, laminated veneer lumber, 2-ply	47	lf	\$34.68	\$1,630
1-3/4x11-1/4, laminated veneer lumber, 3-ply	179	lf	\$34.68	\$6,208
Pre-Fabricated Wood Trusses				
Wood trusses, includes accessories, blocking and delivery	6,200	sf	\$10.00	\$62,000
Sheathing				
Plywood floor sheathing, 3/4"	5,632	sf	\$4.35	\$24,499
Gypcrete	5,632	sf	\$5.09	\$28,667
Roof sheathing, 5/8"	5,344	sf	\$5.44	\$29,071
Starter board at eaves	856	sf	\$5.75	\$4,922
Shear wall sheathing, 1/2", exterior	1,444	sf	\$4.45	\$6,427
Wall Framing, Wood Studs				
Wood studs, 2" x 6" at 16" o.c., exterior walls	7,746	sf	\$9.67	\$74,904
Wood studs, 2" x 4" at 16" o.c., exterior walls	595	sf	\$6.72	\$3,998
Wood studs, 2" x 4", staggered stud exterior wall	2,228	sf	\$9.94	\$22,146
Wood studs, 2" x 6" at 16" o.c., partitions	7,098	sf	\$7.93	\$56,287
Wood studs, 2" x 4" at 16" o.c., partitions	320	sf	\$6.72	\$2,150
Wood studs, 2" x 6" at 16" o.c., furring	399	sf	\$7.93	\$3,164
Wood studs, 2" x 4", staggered stud partition	1,417	sf	\$8.55	\$12,115
Miscellaneous Rough Carpentry				
Wood stairs, incl. treads and risers	202	lfr	\$119.78	\$24,224
Miscellaneous blocking/strapping and backing	11,098	sf	\$0.16	\$1,776
Finish Carpentry				
Casework and millwork				
Base cabinets, solid surface countertops	138	lf	\$546.97	\$75,482
Upper cabinets	116	lf	\$358.16	\$41,547

**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
Full height cabinets	40	lf	\$645.37	\$25,815
Vanity units, solid surface countertop	20	lf	\$315.26	\$6,305
Closet shelving, wood, includes rods	145	lf	\$30.14	\$4,370
Miscellaneous trim and millwork	11,098	sf	\$0.20	\$2,220

<b>Total - Wood, Plastics, And Composites</b>				<b>\$625,034</b>
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**07 Thermal And Moisture Protection**

Roofing and Accessories

Metal Flashings, Copings and Fascias  
 Parapet coping

445	lf	\$12.17	\$5,416
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Built Up Roofing

Single ply membrane roofing

6,319	sf	\$6.41	\$40,505
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Roof Insulation

Roof rigid insulation  
 Roof / attic / ceiling insulation (per A.D41)  
 Crickets

6,319	sf	\$2.94	\$18,578
6,319	sf	\$1.12	\$7,077
1,000	sf	\$3.06	\$3,060

Roof Accessories

Overflow scupper  
 3" x 4" Downspout  
 Splash block  
 Leader box  
 Roof hatch, 10 sf  
 Radon riser

9	ea	\$148.00	\$1,332
235	lf	\$12.96	\$3,046
12	ea	\$105.00	\$1,260
10	ea	\$84.00	\$840
1	ea	\$948.00	\$948
2	ea	\$74.00	\$148

Exterior Wall Insulation

Sound batt insulation, unbacked

7,420	sf	\$1.83	\$13,579
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Interior Wall Insulation

Sound batt insulation, unbacked

8,964	sf	\$1.34	\$12,012
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Waterproofing

Patio deck

488	sf	\$3.50	\$1,708
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<b>Total - Thermal And Moisture Protection</b>				<b>\$109,508</b>
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**08 Openings**

Exterior Doors and Frames

Fiberglass doors and hardware  
 3'-0" x 6'-8", glazed, WD Frame  
 Hollow metal doors and hardware  
 2'-0" x 6'-8", HM frame  
 2'-6" x 6'-8", louvered, WD frame

10	ea	\$1,342.00	\$13,420
1	ea	\$968.00	\$968
8	ea	\$1,084.00	\$8,672

**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
3'-0" x 6'-8", HM frame	1	ea	\$1,040.00	\$1,040
3'-0" x 6'-8", louvered, HM frame	2	ea	\$1,108.00	\$2,216
Solid core wood doors and hardware			#REF!	
3'-0" x 6'-8", timely frame	8	ea	\$1,108.00	\$8,864
			#REF!	
Exterior Glazing				
Vinyl windows	860	sf	\$58.00	\$49,880
Interior Doors and Frames				
Hollow core wood doors, wood frames & hardware				
Flush 3'-0" x 6'-8" Hollow Core WD, WD frame	40	ea	\$648.00	\$25,920
Double, Louvered 6'-0" x 6'-8" Hollow Core WD, WD frame	10	pr	\$947.00	\$9,470
Double, Sliding 6'-0" x 6'-8" Hollow Core WD, WD frame	20	pr	\$885.00	\$17,700
<b>Total - Openings</b>				<b>\$138,150</b>

**09 Finishes**

Exterior Finishes

Composite wood board and batten, at façade, incl. moisture barrier, trim and flashings	1,398	sf	\$28.76	\$40,206
Cement plaster over lath, includes moisture barrier and trim	6,284	sf	\$25.47	\$160,042
Soffit, cement plaster over lath, includes moisture barrier, trim and framing	1,737	sf	\$31.88	\$55,376

Exterior Walls And Parapets

Sheathing				
Exterior walls, densglass sheathing	10,400	sf	\$4.48	\$46,592
Gypsum Board to Interior of Exterior				
Interior of exterior, 5/8" thick gypsum board X, finished	10,920	sf	\$3.95	\$43,134
Interior of exterior, 5/8" thick gypsum board X, unfinished	2,010	sf	\$3.00	\$6,030

Interior Partitions

Partitions				
Metal stud	380	sf	\$10.00	\$3,800
Gypsum Board				
Gypsum board, 5/8" thick, finished	10,081	sf	\$3.95	\$39,820
Gypsum board, 5/8" thick, finished, mold resistant	5,409	sf	\$4.07	\$22,015
Gypsum board, 5/8" thick, unfinished	1,215	sf	\$3.00	\$3,645

Interior Finishes

Floors				
VPF flooring	8,079	sf	\$4.13	\$33,366
Sealed concrete	324	sf	\$1.94	\$629
Base				
MDF, 4"	2,650	lf	\$4.44	\$11,766
Walls				
Paint walls	26,500	sf	\$1.48	\$39,220

**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
Ceiling				
Gypsum board ceilings, incl. framing	7,566	sf	\$16.68	\$126,201
Gypsum board ceilings, mold resistant, incl. framing	777	sf	\$17.30	\$13,442
Gypsum board soffit drops, incl. framing	197	sf	\$16.70	\$3,290
Paint gypsum board ceilings/soffit drops	8,540	sf	\$1.59	\$13,579

<b>Total - Finishes</b>				<b>\$662,151</b>
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**10 Specialties**

Building Specialties				
Fire extinguisher and cabinet	6	ea	\$247.00	\$1,482
Restroom Specialties				
Medicine cabinets	20	ea	\$240.00	\$4,800
Bathroom mirror	10	ea	\$366.20	\$3,662
Grab bar, ADA units	10	ea	\$258.91	\$2,589
Towel bars	20	ea	\$222.05	\$4,441
Toilet paper holder	10	ea	\$295.29	\$2,953
Misc. accessories, allow	11,098	sf	\$1.20	\$13,318
Locker/mail rooms, allow	150	sf	\$220.00	\$33,000
Miscellaneous				
Trash chutes, allow	2	ea	\$10,000.00	\$20,000
Code signage	11,098	sf	\$0.65	\$7,214
General building specialties	11,098	sf	\$0.45	\$4,994

<b>Total - Specialties</b>				<b>\$98,452</b>
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**11 Equipment**

Appliances				
Kitchen appliances, allowance	10	unit	\$5,500.00	\$55,000

<b>Total - Equipment</b>				<b>\$55,000</b>
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**21 Fire Suppression**

Fire Protection				
Wet-pipe sprinklers	11,098	sf	\$9.85	\$109,315

<b>Total - Fire Suppression</b>				<b>\$109,315</b>
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**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
<b>22 Plumbing</b>				
Plumbing				
General Plumbing Equipment	11,098	sf	\$2.55	\$28,300
Sanitary Fixtures	11,098	sf	\$6.10	\$67,698
Rough-ins	11,098	sf	\$4.81	\$53,381
Domestic Water	11,098	sf	\$6.60	\$73,247
Waste / Vent	11,098	sf	\$7.63	\$84,678
<b>Total - Plumbing</b>				<b>\$307,304</b>
<b>23 HVAC</b>				
Refrigerant Piping	11,098	sf	\$3.53	\$39,176
DX Fancoils/splits	11,098	sf	\$4.75	\$52,716
Fans	11,098	sf	\$2.17	\$24,083
Air Distribution	11,098	sf	\$4.42	\$49,053
Grilles and diffusers	11,098	sf	\$1.63	\$18,090
<b>Total - HVAC</b>				<b>\$183,117</b>
<b>25 Integrated Automation</b>				
HVAC Controls	11,098	sf	\$3.40	\$37,733
<b>Total - Integrated Automation</b>				<b>\$37,733</b>
<b>26 Electrical</b>				
Power and lighting				
Distribution equipment	11,098	sf	\$7.45	\$82,680
HVAC and equipment connections	11,098	sf	\$2.81	\$31,185
Convenience power	11,098	sf	\$5.36	\$59,485
Lighting and lighting control	11,098	sf	\$7.93	\$88,007

**DETAIL ELEMENTS - BUILDING D**

Element	Quantity	Unit	Unit Cost	Total
PV, allowance	30	kw	\$4,750.00	\$142,500
<b>Total - Electrical</b>				<b>\$403,858</b>

**27 Communications**

Voice and Data system	11,098	sf	\$1.22	\$13,540
Closed circuit television system	11,098	sf	\$0.50	\$5,549
<b>Total - Communications</b>				<b>\$19,089</b>

**28 Electrical Safety And Security**

Fire alarm system	11,098	sf	\$2.02	\$22,418
<b>Total - Electrical Safety And Security</b>				<b>\$22,418</b>

**31 Earthwork**

Earthwork				
Overexcavation and recompaction	1,341	cy	\$11.37	\$15,250
Engineered fill	1,341	cy	\$27.15	\$36,414
Haul	1,341	cy	\$15.23	\$20,427
Rough and fine grading	7,221	sf	\$0.92	\$6,643
<b>Total - Earthwork</b>				<b>\$78,734</b>

## Building F



**SUMMARY - BUILDING F**

Element		Total	Cost / SF
02 Existing Conditions			
03 Concrete		\$187,385	\$11.33
04 Masonry			
05 Metals		\$12,832	\$0.78
06 Wood, Plastics, And Composites		\$744,992	\$45.03
07 Thermal And Moisture Protection		\$116,511	\$7.04
08 Openings		\$229,488	\$13.87
09 Finishes		\$906,830	\$54.81
10 Specialties		\$165,591	\$10.01
11 Equipment		\$32,400	\$1.96
12 Furnishings			
13 Special Construction			
14 Conveying Systems			
21 Fire Suppression		\$140,641	\$8.50
22 Plumbing		\$458,159	\$27.69
23 HVAC		\$273,009	\$16.50
25 Integrated Automation		\$56,256	\$3.40
26 Electrical		\$551,158	\$33.31
27 Communications		\$28,459	\$1.72
28 Electrical Safety And Security		\$33,423	\$2.02
31 Earthwork		\$58,697	\$3.55
32 Exterior Improvements			
33 Utilities			
Subtotal		\$3,995,832	\$241.50
Design Contingency	15.00%	\$599,375	\$36.22
Subtotal		\$4,595,206	\$277.72
Construction Contingency	5.00%	\$229,760	\$13.89
Subtotal		\$4,824,967	\$291.61
Escalation to MOC	8.75%	\$422,388	\$25.53
Subtotal		\$5,247,355	\$317.14
General Conditions	8.00%	\$419,788	\$25.37
Subtotal		\$5,667,143	\$342.51
Bonds & Insurance	2.30%	\$130,344	\$7.88
Subtotal		\$5,797,487	\$350.39
GC Fee	6.00%	\$347,849	\$21.02

<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		<b>\$6,145,337</b>	<b>\$371.41</b>
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Total Area: 16,546 SF

**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
<b>03 Concrete</b>				
Footings and Foundations				
F2A - Spread Footing				
Concrete, spread footings, 3000 psi	3	cy	\$301.17	\$904
Spread footing reinforcing	540	lbs	\$1.40	\$756
Formwork, spread footings	160	sf	\$9.92	\$1,587
Foundation excavation	6	cy	\$25.30	\$159
Foundation backfill	3	cy	\$21.97	\$73
Foundation haul excess	3	cy	\$19.65	\$59
F3 - Spread Footing				
Concrete, spread footings, 3000 psi	7	cy	\$301.17	\$2,108
Spread footing reinforcing	1,260	lbs	\$1.40	\$1,764
Formwork, spread footings	252	sf	\$9.92	\$2,500
Foundation excavation	15	cy	\$25.30	\$372
Foundation backfill	8	cy	\$21.97	\$169
Foundation haul excess	7	cy	\$19.65	\$138
F3A - Spread Footing				
Concrete, spread footings, 3000 psi	21	cy	\$301.17	\$6,325
Spread footing reinforcing	4,200	lbs	\$1.40	\$5,880
Formwork, spread footings	696	sf	\$9.92	\$6,904
Foundation excavation	44	cy	\$25.30	\$1,116
Foundation backfill	23	cy	\$21.97	\$508
Foundation haul excess	21	cy	\$19.65	\$413
F4A - Spread Footing				
Concrete, spread footings, 3000 psi	6	cy	\$301.17	\$1,807
Spread footing reinforcing	1,260	lbs	\$1.40	\$1,764
Formwork, spread footings	160	sf	\$9.92	\$1,587
Foundation excavation	13	cy	\$25.30	\$319
Foundation backfill	7	cy	\$21.97	\$145
Foundation haul excess	6	cy	\$19.65	\$118
C1 - Continuous Footing				
Concrete, continuous footings, 3000 psi	2	cy	\$301.17	\$602
Continuous footing reinforcing	390	lbs	\$1.40	\$546
Formwork, continuous footings	90	sf	\$8.97	\$807
Foundation excavation	4	cy	\$25.30	\$106
Foundation backfill	2	cy	\$21.97	\$48
Foundation haul excess	2	cy	\$19.65	\$39
C1.5 - Continuous Footing				
Concrete, continuous footings, 3000 psi	34	cy	\$301.17	\$10,240
Continuous footing reinforcing	6,970	lbs	\$1.40	\$9,758
Formwork, continuous footings	1,210	sf	\$8.97	\$10,854
Foundation excavation	71	cy	\$25.30	\$1,806
Foundation backfill	37	cy	\$21.97	\$822

**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
Foundation haul excess	34	cy	\$19.65	\$668
<b>C2 - Continuous Footing</b>				
Concrete, continuous footings, 3000 psi	8	cy	\$301.17	\$2,409
Continuous footing reinforcing	1,680	lbs	\$1.40	\$2,352
Formwork, continuous footings	207	sf	\$8.97	\$1,857
Foundation excavation	17	cy	\$25.30	\$425
Foundation backfill	9	cy	\$21.97	\$193
Foundation haul excess	8	cy	\$19.65	\$157
<b>GB1.5 - Grade Beam</b>				
Concrete, grade beams, 3000 psi	20	cy	\$301.17	\$6,023
Grade beam reinforcing	4,000	lbs	\$1.40	\$5,600
Formwork, grade beams	709	sf	\$8.98	\$6,367
Foundation excavation	42	cy	\$25.30	\$1,063
Foundation backfill	22	cy	\$21.97	\$483
Foundation haul excess	20	cy	\$19.65	\$393
<b>GB2 - Grade Beam</b>				
Concrete, grade beams, 3000 psi	8	cy	\$301.17	\$2,409
Grade beam reinforcing	1,600	lbs	\$1.40	\$2,240
Formwork, grade beams	207	sf	\$8.98	\$1,859
Foundation excavation	17	cy	\$25.30	\$425
Foundation backfill	9	cy	\$21.97	\$193
Foundation haul excess	8	cy	\$19.65	\$157
<b>Slab on Grade</b>				
S.O.G. 4"				
Concrete, slab on grade, 3000 psi	70	cy	\$230.21	\$16,115
Slab on grade reinforcing	4,550	lbs	\$1.40	\$6,370
Formwork, slab on grade	358	lf	\$6.88	\$2,463
Vapor barrier	5,745	sf	\$1.44	\$8,273
Radon mitigation	5,745	sf	\$2.19	\$12,582
Base course	5,745	sf	\$3.95	\$22,693
Fine grading	5,745	sf	\$0.68	\$3,907
Finish to slab on grade	5,745	sf	\$1.15	\$6,607
<b>Total - Concrete</b>				<b>\$187,385</b>

**05 Metals**

Miscellaneous

Exterior Guardrails and Handrails

Contemporary Balcony Guardrail, 3'-6" high	96	lf	\$95.00	\$9,120
Metal Awning, 6' x 3'	4	ea	\$928.00	\$3,712

**Total - Metals**

**\$12,832**

**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
<b>06 Wood, Plastics, And Composites</b>				
Rough Carpentry				
Wood Columns				
Double 2x6, treated lumber	1,000	bf	\$8.04	\$8,040
4x6, treated lumber	6,600	bf	\$7.94	\$52,404
6x6, treated lumber	1,800	bf	\$6.72	\$12,096
Wood Beams/Headers				
4x4, treated lumber	149	bf	\$6.60	\$986
4x6, treated lumber	392	bf	\$7.49	\$2,936
6x8, treated lumber	256	bf	\$6.05	\$1,549
6x10, treated lumber	190	bf	\$6.11	\$1,161
6x12, treated lumber	456	bf	\$6.15	\$2,804
Wood Joists				
2x6, treated lumber	87	bf	\$6.11	\$532
1-3/4x11-1/4, laminated veneer lumber	189	lf	\$34.68	\$6,555
1-3/4x11-1/4, laminated veneer lumber, 2-ply	70	lf	\$34.68	\$2,428
1-3/4x11-1/4, laminated veneer lumber, 3-ply	317	lf	\$34.68	\$10,994
Pre-Fabricated Wood Trusses				
Wood trusses, includes accessories, blocking and delivery	5,617	sf	\$10.00	\$56,170
Sheathing				
Plywood floor sheathing, 3/4"	10,993	sf	\$4.35	\$47,820
Gypcrete	10,993	sf	\$5.09	\$55,954
Roof sheathing, 5/8"	4,314	sf	\$5.44	\$23,468
Starter board at eaves	692	sf	\$5.75	\$3,979
Shear wall sheathing, 1/2", exterior	1,315	sf	\$4.45	\$5,853
Wall Framing, Wood Studs				
Wood studs, 2" x 6" at 16" o.c., exterior walls	9,805	sf	\$8.68	\$85,107
Wood studs, 2" x 4" at 16" o.c., exterior walls	620	sf	\$6.03	\$3,739
Wood studs, 2" x 4", staggered stud exterior wall	2,860	sf	\$8.68	\$24,825
Wood studs, 2" x 6" at 16" o.c., partitions	12,044	sf	\$6.93	\$83,465
Wood studs, 2" x 4" at 16" o.c., partitions	1,675	sf	\$6.03	\$10,100
Wood studs, 2" x 6" at 16" o.c., furring	999	sf	\$6.93	\$6,923
Wood studs, 2" x 4", staggered stud partition	2,133	sf	\$8.68	\$18,514
Miscellaneous Rough Carpentry				
Wood stairs, incl. treads and risers	246	lfr	\$96.53	\$23,706
Miscellaneous blocking/strapping and backing	16,546	sf	\$0.16	\$2,647
Finish Carpentry				
Casework and millwork				
Base cabinets, solid surface countertops	159	lf	\$546.97	\$86,968
Upper cabinets	154	lf	\$358.16	\$55,157
Full height cabinets	36	lf	\$645.37	\$23,233
Vanity units, solid surface countertop	45	lf	\$315.26	\$14,187

**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
Closet shelving, wood, includes rods	245	lf	\$30.14	\$7,384
Miscellaneous trim and millwork	16,546	sf	\$0.20	\$3,309

<b>Total - Wood, Plastics, And Composites</b>				<b>\$744,992</b>
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**07 Thermal And Moisture Protection**

Roofing and Accessories

Metal Flashings, Copings and Fascias  
 Parapet coping

425	lf	\$12.17	\$5,172
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Built Up Roofing

Single ply membrane roofing

5,617	sf	\$6.41	\$36,005
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Roof Insulation

Roof rigid insulation  
 Roof / attic / ceiling insulation, per A.E41  
 Crickets

5,617	sf	\$2.94	\$16,514
5,617	sf	\$1.12	\$6,291
2,627	sf	\$3.06	\$8,039

Roof Accessories

Overflow scupper  
 3" x 4" Downspout  
 Splash block  
 Leader box  
 Roof hatch, 10 sf

13	ea	\$148.00	\$1,924
280	lf	\$12.96	\$3,629
9	ea	\$105.00	\$945
11	ea	\$84.00	\$924
1	ea	\$948.00	\$948

Exterior Wall Insulation

Sound batt insulation, unbacked

10,627	sf	\$1.83	\$19,448
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Interior Wall Insulation

Sound batt insulation, unbacked

11,444	sf	\$1.34	\$15,335
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Waterproofing

Patio deck

382	sf	\$3.50	\$1,337
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<b>Total - Thermal And Moisture Protection</b>				<b>\$116,511</b>
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**08 Openings**

Exterior Doors and Frames

Fiberglass doors and hardware

3'-0" x 6'-8", glazed, WD Frame

12	ea	\$1,342.00	\$16,104
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Hollow metal doors and hardware

2'-0" x 6'-8", HM frame

1	ea	\$968.00	\$968
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2'-6" x 6'-8", louvered, WD frame

12	ea	\$1,084.00	\$13,008
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3'-0" x 6'-8", HM frame

1	ea	\$1,040.00	\$1,040
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3'-0" x 6'-8", louvered, HM frame

2	ea	\$1,108.00	\$2,216
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Solid core wood doors and hardware

#REF!

**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
3'-0" x 6'-8", timely frame	12	ea	\$1,108.00 #REF!	\$13,296
Exterior Glazing				
Vinyl windows	1,594	sf	\$58.00	\$92,452
Interior Doors and Frames				
Hollow core wood doors, wood frames & hardware				
Flush 3'-0" x 6'-8" Hollow Core WD, WD frame	66	ea	\$648.00	\$42,768
Double, Louvered 6'-0" x 6'-8" Hollow Core WD, WD frame	2	pr	\$947.00	\$1,894
Double, Louvered 5'-0" x 6'-8" Hollow Core WD, WD frame	8	pr	\$885.00	\$7,080
Double, Sliding 6'-0" x 6'-8" Hollow Core WD, WD frame	38	pr	\$872.00	\$33,136
Triple, Sliding 9'-0" x 6'-8" Hollow Core WD, WD frame	6	ea	\$921.00	\$5,526

<b>Total - Openings</b>				<b>\$229,488</b>
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**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
<b>09 Finishes</b>				
Exterior Finishes				
Composite wood board and batten, at façade, incl. moisture barrier, trim and flashings	1,965	sf	\$14.76	\$29,003
Cement plaster over lath, includes moisture barrier and trim	17,220	sf	\$11.47	\$197,513
Soffit, cement plaster over lath, includes moisture barrier, trim and framing	2,586	sf	\$16.88	\$43,652
Exterior Walls And Parapets				
Sheathing				
Exterior walls, densglass sheathing	13,780	sf	\$4.48	\$61,734
Gypsum Board to Interior of Exterior				
Interior of exterior, 5/8" thick gypsum board X, finished	13,540	sf	\$3.95	\$53,483
Interior of exterior, 5/8" thick gypsum board X, unfinished	2,860	sf	\$3.00	\$8,580
Interior Partitions				
Partitions				
Metal stud	1,100	sf	\$10.00	\$11,000
Gypsum Board				
Gypsum board, 5/8" thick, finished	23,622	sf	\$3.95	\$93,307
Gypsum board, 5/8" thick, finished, mold resistant	11,538	sf	\$4.07	\$46,960
Gypsum board, 5/8" thick, unfinished	2,133	sf	\$3.00	\$6,399
Interior Finishes				
Floors				
VPF flooring	11,717	sf	\$4.13	\$48,391
Sealed concrete	440	sf	\$1.94	\$854
Base				
MDF, 4"	4,301	lf	\$4.44	\$19,096
Walls				
Paint walls	38,709	sf	\$1.48	\$57,289
Ceiling				
Gypsum board ceilings, incl. framing	10,746	sf	\$16.68	\$179,243
Gypsum board ceilings, mold resistant, incl. framing	1,411	sf	\$17.30	\$24,410
Gypsum board soffit drops, incl. framing	360	sf	\$16.70	\$6,012
Paint gypsum board ceilings/soffit drops	12,517	sf	\$1.59	\$19,902

<b>Total - Finishes</b>				<b>\$906,830</b>
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**10 Specialties**

Building Specialties

Fire extinguisher and cabinet	6	ea	\$247.00	\$1,482
Building signage, allowance	16,546	sf	\$0.22	\$3,640

Restroom Specialties

Medicine cabinets	18	ea	\$240.00	\$4,320
Bathroom mirror	18	ea	\$366.20	\$6,592

**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
Grab bar, ADA units	8	ea	\$258.91	\$2,071
Towel bars	18	ea	\$222.05	\$3,997
Toilet paper holder	18	ea	\$295.29	\$5,315
Locker/mail rooms, allow	300	sf	\$220.00	\$66,000
Miscellaneous				
Trash chutes	2	ea	\$18,300.00	\$36,600
Code signage	16,546	sf	\$0.65	\$10,755
General building specialties	16,546	sf	\$1.50	\$24,819
<b>Total - Specialties</b>				<b>\$165,591</b>

**11 Equipment**

Appliances				
Kitchen appliances, allowance	12	unit	\$2,700.00	\$32,400
<b>Total - Equipment</b>				<b>\$32,400</b>

**21 Fire Suppression**

Fire Protection				
Wet-pipe sprinklers	16,546	sf	\$8.50	\$140,641
<b>Total - Fire Suppression</b>				<b>\$140,641</b>

**22 Plumbing**

Plumbing				
General Plumbing Equipment	16,546	sf	\$2.55	\$42,192
Sanitary Fixtures	16,546	sf	\$6.10	\$100,931
Rough-ins	16,546	sf	\$4.81	\$79,586
Domestic Water	16,546	sf	\$6.60	\$109,204
Waste / Vent	16,546	sf	\$7.63	\$126,246
<b>Total - Plumbing</b>				<b>\$458,159</b>



**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
<b>23 HVAC</b>				
HVAC				
Refrigerant Piping	16,546	sf	\$3.53	\$58,407
DX Fancoils/splits	16,546	sf	\$4.75	\$78,594
Fans	16,546	sf	\$2.17	\$35,905
Air Distribution	16,546	sf	\$4.42	\$73,133
Grilles and diffusers	16,546	sf	\$1.63	\$26,970
<b>Total - HVAC</b>				<b>\$273,009</b>
<b>25 Integrated Automation</b>				
HVAC Controls	16,546	sf	\$3.40	\$56,256
<b>Total - Integrated Automation</b>				<b>\$56,256</b>
<b>26 Electrical</b>				
Power and lighting				
Distribution equipment	16,546	sf	\$7.45	\$123,268
HVAC and equipment connections	16,546	sf	\$2.81	\$46,494
Convenience power	16,546	sf	\$5.36	\$88,687
Lighting and lighting control	16,546	sf	\$7.93	\$131,210
PV, allowance	34	kw	\$4,750.00	\$161,500
<b>Total - Electrical</b>				<b>\$551,158</b>
<b>27 Communications</b>				
Voice and Data system	16,546	sf	\$1.22	\$20,186
Closed circuit television system	16,546	sf	\$0.50	\$8,273
<b>Total - Communications</b>				<b>\$28,459</b>

**DETAIL ELEMENTS - BUILDING F**

Element	Quantity	Unit	Unit Cost	Total
<b>28 Electrical Safety And Security</b>				
Fire alarm system	16,546	sf	\$2.02	\$33,423
<b>Total - Electrical Safety And Security</b>				<b>\$33,423</b>
<b>31 Earthwork</b>				
Earthwork				
Overexcavation and recompaction	1,227	cy	\$9.26	\$11,365
Engineered fill	1,227	cy	\$22.12	\$27,148
Haul	1,227	cy	\$12.41	\$15,231
Rough and fine grading	6,606	sf	\$0.75	\$4,954
<b>Total - Earthwork</b>				<b>\$58,697</b>

## Sitework

**SUMMARY - SITEWORK**

Element		Total	Cost / SF
02 Existing Conditions		\$144,211	\$0.30
03 Concrete			
04 Masonry			
05 Metals			
06 Wood, Plastics, And Composites			
07 Thermal And Moisture Protection			
08 Openings			
09 Finishes			
10 Specialties			
11 Equipment			
12 Furnishings			
13 Special Construction			
14 Conveying Systems			
21 Fire Suppression			
22 Plumbing			
23 HVAC			
25 Integrated Automation			
26 Electrical		\$10,473,110	\$21.79
27 Communications			
28 Electrical Safety And Security			
31 Earthwork		\$900,983	\$1.87
32 Exterior Improvements		\$8,745,171	\$18.19
33 Utilities		\$1,365,194	\$2.84
Subtotal		\$21,628,669	\$44.99
Design Contingency	15.00%	\$3,244,300	\$6.75
Subtotal		\$24,872,969	\$51.74
Construction Contingency	5.00%	\$1,243,648	\$2.59
Subtotal		\$26,116,617	\$54.33
Escalation to MOC, 11/09/25	11.41%	\$2,980,038	\$6.20
Subtotal		\$29,096,656	\$60.53
General Conditions	8.00%	\$2,327,732	\$4.84
Subtotal		\$31,424,388	\$65.37
Bonds & Insurance	2.30%	\$722,761	\$1.50
Subtotal		\$32,147,149	\$66.88
GC Fee	6.00%	\$1,928,829	\$4.01

<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		<b>\$34,075,978</b>	<b>\$70.89</b>
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Total Area: 480,702 SF

**DETAIL ELEMENTS - SITEWORK**

Element	Quantity	Unit	Unit Cost	Total
<b>02 Existing Conditions</b>				
Site Demolition				
Miscellaneous demolition	480,702	sf	\$0.20	\$96,140
Protect existing structures, finishes	480,702	sf	\$0.10	\$48,070
<b>Total - Existing Conditions</b>				<b>\$144,211</b>
<b>26 Electrical</b>				
Site service and distribution	480,702	sf	\$4.18	\$2,009,334
PV carports	1,180	kw	\$5,610.00	\$6,619,800
EV Charger				
EV Charging station	26	ea	\$20,625.00	\$536,250
Site Lighting & Controls, allowance	480,702	sf	\$1.65	\$793,158
Site Communication	480,702	sf	\$0.83	\$398,983
<b>Total - Electrical</b>				<b>\$10,473,110</b>
<b>31 Earthwork</b>				
Earthwork				
Site cut, allowance	21,777	cy	\$9.11	\$198,393
Site fill, allowance	5,444	cy	\$15.32	\$83,408
Rough and fine grade	391,994	sf	\$1.04	\$407,674
Erosion control	480,702	sf	\$0.44	\$211,509
<b>Total - Earthwork</b>				<b>\$900,983</b>
<b>32 Exterior Improvements</b>				
Site improvements				
Paving				
AC paving 4" over 6" AB	88,793	sf	\$6.24	\$554,068
Concrete curb and gutter	10,816	lf	\$28.63	\$309,662
Concrete paving	54,786	sf	\$13.36	\$731,936
Colored concrete paving	13,696	sf	\$19.81	\$271,326

**DETAIL ELEMENTS - SITEWORK**

Element	Quantity	Unit	Unit Cost	Total
Striping	88,793	sf	\$0.67	\$59,491
Rubberized play surface	8,521	sf	\$12.50	\$106,513
Miscellaneous				
Concrete wheel stop	28	ea	\$71.01	\$1,988
Truncated domes, allow	250	sf	\$25.54	\$6,385
Accessible symbol	28	ea	\$104.86	\$2,936
Accessible parking aluminum cabinet sign	28	ea	\$1,013.10	\$28,367
Accessible parking directional aluminum cabinet sign	28	ea	\$1,013.10	\$28,367
Accessible parking sign and post	28	ea	\$327.80	\$9,178
'EV Charging' metal sign and post	26	ea	\$435.60	\$11,326
Walls and fences				
Concrete seatwall	850	lf	\$218.72	\$185,912
Landscaping				
Trees				
Trees, 36" box	307	ea	\$992.20	\$304,605
Protect existing trees, allow	50	ea	\$852.50	\$42,625
Shrubs and groundcover				
Shrubs and ground cover, allow	234,634	sf	\$7.07	\$1,658,862
Miscellaneous				
Mulch, allow	140,780	sf	\$0.96	\$135,149
Bioswale	93,854	sf	\$11.29	\$1,059,607
Metal tree grates	9	ea	\$1,014.20	\$9,128
Irrigation				
Irrigation planting area	328,488	sf	\$2.75	\$903,341
Maintenance				
Maintenance period, 90 days	1	ls	\$289,000.00	\$289,000
Site structures				
Swimming pool	1,000	sf	\$225.00	\$225,000
Community center	2,000	sf	\$550.00	\$1,100,000
Miscellaneous				
Concrete bollards	10	ea	\$2,008.60	\$20,086
Drinking fountain, allow	2	ea	\$4,631.00	\$9,262
Bike rack	36	ea	\$1,018.60	\$36,670
Site Structure	2,000	sf	\$85.00	\$170,000
Cast aluminum letters 18" high	9	ea	\$601.70	\$5,415
Metal illuminated letters, 6'-0" high	18	ea	\$1,564.20	\$28,156
Marquee sign, allowance	1	ls	\$30,800.00	\$30,800
Miscellaneous furniture and signage etc., allowance	1	ls	\$22,000.00	\$22,000
Off-site improvements				
Earthwork, allow				
Site cut, allowance	1,140	cy	\$12.11	\$13,804

**DETAIL ELEMENTS - SITEWORK**

Element	Quantity	Unit	Unit Cost	Total
Site fill, allowance	290	cy	\$19.32	\$5,602
Rough and fine grade	20,500	sf	\$1.94	\$39,770
Erosion control	20,500	sf	\$1.44	\$29,520
Paving, allow				
AC paving 5" over 7" AB	20,500	sf	\$8.58	\$175,890
Concrete curb and gutter	740	lf	\$32.63	\$24,146
Striping	20,500	sf	\$1.17	\$23,985
Bus Stops				
Bus Turnout and loading zone	3,138	sf	\$11.58	\$36,338
Bus Shelter	371	sf	\$105.00	\$38,955

<b>Total - Exterior Improvements</b>				<b>\$8,745,171</b>
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**33 Utilities**

Storm water	480,702	sf	\$0.72	\$346,105
Sewer drains	480,702	sf	\$0.55	\$264,386
Domestic water	480,702	sf	\$0.61	\$293,228
Fire water	480,702	sf	\$0.79	\$379,755
Site gas	480,702	sf	\$0.17	\$81,719

<b>Total - Utilities</b>				<b>\$1,365,194</b>
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## APPENDIX 4 - APPROACH & METHODOLOGY

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<b>Basis of Estimate</b>	- Conceptual Design drawings received June 30, 2023
<b>COVID 19 Disclosure</b>	<p>The outbreak of the novel Coronavirus (COVID-19), declared by the World Health Organization as a “Global Pandemic” on 11 March 2020, has impacted global financial markets.</p> <p>Market activity is being impacted in many sectors and circumstances remain very fluid and variable in different jurisdictions. Accordingly, as of this date, we are concerned with the market related impacts on the deliverables we are furnishing to you as part of our Services including cost estimates, budgets, and schedules (“Deliverable(s)”). Indeed, the current response to this pandemic means that we are faced with an unprecedented set of circumstances on which to base a judgement of the effects on the availability of labor, materials, and access and other impacts, although we are monitoring those on a continuing basis.</p> <p>Our Deliverables must be regarded with a degree of ‘material uncertainty, – and a higher degree of caution – than would normally be the case. Given the unknown future impact that the COVID-19 pandemic might have on the construction and real estate markets, we recommend that you keep the Deliverables of this project under frequent review. For your information, we have not added or considered a COVID19 additional contingency within this Deliverable”</p>
<b>Cost Mark Ups</b>	<p>The following % mark ups have been included in each design option:</p> <ul style="list-style-type: none"><li>- Design Contingency (15.00% compound)</li><li>- Construction Contingency (5.00% compound)</li><li>- Escalation to MOC, 11/09/25 (11.37% compound)</li><li>- General Conditions (8.00% on direct costs)</li><li>- Bonds &amp; Insurance (2.30% compound)</li><li>- GC Fee (6.00% compound)</li><li>- Soft Costs (40.00% compound)</li></ul>
<b>Construction Schedule</b>	Costs included herein have been based upon a construction period of 31 months. Any costs for excessive overtime to meet accelerated schedule milestone dates are not included in this estimate.
<b>Method of Procurement</b>	The estimate is based on a Design-Build delivery method.
<b>Bid Conditions</b>	This estimate has been based upon competitive bid situations (minimum of 3 bidders) for all items of subcontracted work.
<b>Basis For Quantities</b>	Wherever possible, this estimate has been based upon the actual measurement of different items of work. For the remaining items, parametric measurements were used in conjunction with other projects of a similar nature.
<b>Basis for Unit Costs</b>	Unit costs as contained herein are based on current bid prices in San Bernardino, California. Sub overheads and profit are included in each line item unit cost. Their overhead and profit covers each sub's cost for labor burden, materials, and equipment, sales taxes, field overhead, home office overhead, and profit.



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## APPENDIX 4 - APPROACH & METHODOLOGY

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### Sources for Pricing

This estimate was prepared by a team of qualified cost consultants experienced in estimating construction costs at all stages of design. These consultants have used pricing data from Cumming's database for San Bernardino, California construction, updated to reflect current conditions in San Bernardino, California.

### Key Exclusions

The following items have been excluded from our estimate:

- Professional fees, inspections and testing.
- Plan check fees and building permit fees.
- Furnishings, fixtures and equipment (FF&E), except where noted through the cost estimate.
- Costs of hazardous material surveys, abatements and disposals unless noted in the body of the estimate.
- Site demolition, grading and clearing.
- Costs of offsite construction unless noted in body of the estimate.
- Blasting and excavation in rock.
- Owner furnished Telephone / Data equipment and accessories.
- OSHPD Costs

### Items Affecting Cost Estimate

Items which may change the estimated construction cost include, but are not limited to:

- Modifications to the scope of work included in this estimate.
- Unforeseen sub-surface conditions.
- Restrictive technical specifications or excessive contract conditions.
- Any specified item of material or product that cannot be obtained from 3 sources.
- Any other non-competitive bid situations.
- Bids delayed beyond the projected schedule.

### Statement of Probable Cost

Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. This estimate is made on the basis of the experience, qualifications, and best judgement of a professional consultant familiar with the construction industry. Cumming, however, cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Cumming's staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.

Pricing reflects probable construction costs obtainable in the project locality on the target dates specified and is a determination of fair market value for the construction of this project. The estimate is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all sub contractors with a range of 3 - 4 bidders for all items of work. Experience and research indicates that a fewer number of bidders may result in higher bids. Conversely, an increased number of bidders may result in more competitive bid day responses.

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## APPENDIX 4 - APPROACH & METHODOLOGY

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### Recommendations

Cumming recommends that the Owner and the Architect carefully review this entire document to ensure it reflects their design intent. Requests for modifications of any apparent errors or omissions to this document must be made to Cumming within ten days of receipt of this estimate. Otherwise, it will be assumed that its contents have been reviewed and accepted. If the project is over budget or there are unresolved budget issues, alternate systems / schemes should be evaluated before proceeding into further design phases.

It is recommended that there are preparations of further cost estimates throughout design by Cumming to determine overall cost changes since the preparation of this preliminary estimate. These future estimates will have detailed breakdowns indicating materials by type, kind, and size, priced by their respective units of measure.

Project: Waterman Garden Phase II



Owner: Housing Authority of The County of San Bernardino Estimator: Adli Batnij

Architect: RRM Design Group Date: 9/13/2023

Location: Arrohead Grove, San Bernardino, CA Subject: ROM

Description	Unit	Community Center		Building A, B, C Residential		Sitework		Grand	
		Total		Total		Total		Total	
<b>Gross area</b>	<b>SF</b>	<b>59,132</b>		<b>104,604</b>		<b>480,702</b>		<b>163,736</b>	
<b>Net Residential Area</b>	<b>EA</b>	<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	
<b>Number of units</b>	<b>EA</b>	<b>0</b>		<b>92</b>		<b>0</b>		<b>92</b>	
<b>No of Floors</b>	<b>LVL</b>	<b>2</b>		<b>3</b>		<b>0</b>		<b>3</b>	
	<b>Rates</b>	<b>Total</b>	<b>\$/GSF</b>	<b>Total</b>	<b>\$/GSF</b>	<b>Total</b>	<b>\$/GSF</b>	<b>Total</b>	<b>\$/GSF</b>
A10 - Foundations		\$ 1,300,904	\$ 22.00	\$ 1,673,664	\$ 16.00	\$ -		\$ 2,974,568	\$ 18.17
A20 - Basement construction		\$ -		\$ -		\$ -		\$ -	\$ -
B10 - Superstructure		\$ 2,660,940	\$ 45.00	\$ 6,276,240	\$ 60.00	\$ -		\$ 8,937,180	\$ 54.58
B20 - Exterior enclosure		\$ 4,730,560	\$ 80.00	\$ 3,138,120	\$ 30.00	\$ -		\$ 7,868,680	\$ 48.06
B30 - Roofing		\$ 1,300,904	\$ 22.00	\$ 523,020	\$ 5.00	\$ -		\$ 1,823,924	\$ 11.14
C10 - Interior construction		\$ 1,773,960	\$ 30.00	\$ 3,661,140	\$ 35.00	\$ -		\$ 5,435,100	\$ 33.19
C20 - Stairs		\$ 59,132	\$ 1.00	\$ 209,208	\$ 2.00	\$ -		\$ 268,340	\$ 1.64
C30 - Interior finishes		\$ 5,321,880	\$ 90.00	\$ 3,661,140	\$ 35.00	\$ -		\$ 8,983,020	\$ 54.86
D10 - Conveying		\$ 236,528	\$ 4.00	\$ -		\$ -		\$ 236,528	\$ 1.44
D20 - Plumbing		\$ 886,980	\$ 15.00	\$ 3,138,120	\$ 30.00	\$ -		\$ 4,025,100	\$ 24.58
D30 - HVAC		\$ 2,247,016	\$ 38.00	\$ 2,092,080	\$ 20.00	\$ -		\$ 4,339,096	\$ 26.50
D40 - Fire protection		\$ 591,320	\$ 10.00	\$ 836,832	\$ 8.00	\$ -		\$ 1,428,152	\$ 8.72
D50 - Electrical		\$ 5,321,880	\$ 90.00	\$ 4,707,180	\$ 45.00	\$ 10,575,444	\$ 22.00	\$ 20,604,504	\$ 125.84
E10 - Equipment		\$ 59,132	\$ 1.00	\$ 523,020	\$ 5.00	\$ -		\$ 582,152	\$ 3.56
E20 - Furnishings		\$ 118,264	\$ 2.00	\$ 627,624	\$ 6.00	\$ -		\$ 745,888	\$ 4.56
F10 - Special construction		\$ 2,956,600	\$ 50.00	\$ -		\$ -		\$ 2,956,600	\$ 18.06
F20 - Selective demolition		\$ -		\$ -		\$ 120,176	\$ 0.25	\$ 120,176	\$ 0.73
G20 - Sitework		\$ -		\$ -		\$ 11,536,848	\$ 24.00	\$ 11,536,848	\$ 70.46
G70 - Offsite work		\$ -		\$ -		\$ -		\$ -	\$ -
Z10 - General Requirement		\$ 886,980	\$ 15.00	\$ 1,882,872	\$ 18.00	\$ 480,702	\$ 1.00	\$ 3,250,554	\$ 19.85
<b>Subtotal - Hard Cost</b>		<b>\$ 30,452,980</b>	<b>\$ 515.00</b>	<b>\$ 32,950,260</b>	<b>\$ 315.00</b>	<b>\$ 22,713,170</b>	<b>\$ 47.25</b>	<b>\$ 86,116,410</b>	<b>\$ 525.95</b>
SDI	1.300%	\$ 395,889	\$ 6.70	\$ 428,353	\$ 4.10	\$ 295,271	\$ 0.61	\$ 1,119,513	\$ 6.84
Contractor contingency	3.000%	\$ 913,589	\$ 15.45	\$ 988,508	\$ 9.45	\$ 681,395	\$ 1.42	\$ 2,583,492	\$ 15.78
General conditions		\$ 2,758,281	\$ 46.65	\$ 2,984,472	\$ 28.53	\$ 2,057,247	\$ 4.28	\$ 7,800,000	\$ 47.64
Preconstruction services		\$ 106,088	\$ 1.79	\$ 114,787	\$ 1.10	\$ 79,125	\$ 0.16	\$ 300,000	\$ 1.83
General insurance	1.500%	\$ 519,402	\$ 8.78	\$ 561,996	\$ 5.37	\$ 387,393	\$ 0.81	\$ 1,468,791	\$ 8.97
Builder's Risk <i>By Owner</i>	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P&P Bond	0.850%	\$ 298,743	\$ 5.05	\$ 323,241	\$ 3.09	\$ 222,816	\$ 0.46	\$ 844,800	\$ 5.16
Overhead & profit	3.000%	\$ 1,063,349	\$ 17.98	\$ 1,150,549	\$ 11.00	\$ 793,092	\$ 1.65	\$ 3,006,990	\$ 18.36
<b>TOTAL Construction Cost</b>		<b>\$ 36,508,321</b>	<b>\$ 617.40</b>	<b>\$ 39,502,166</b>	<b>\$ 377.64</b>	<b>\$ 27,229,509</b>	<b>\$ 56.65</b>	<b>\$ 103,239,996</b>	<b>\$ 630.53</b>
<b>Soft Cost</b>		<b>Total</b>	<b>%</b>	<b>Total</b>	<b>%</b>	<b>Total</b>	<b>%</b>	<b>Total</b>	
Design fees		\$ 4,380,999	12.00%	\$ 4,740,260	12.00%	\$ 2,722,951	10.00%	\$ 11,844,209	\$ 72.34
Permits		\$ 730,166	2.00%	\$ 790,043	2.00%	\$ 544,590	2.00%	\$ 2,064,800	\$ 12.61
Legal		\$ 182,542	0.50%	\$ 197,511	0.50%	\$ 136,148	0.50%	\$ 516,200	\$ 3.15
Cost Estimating		\$ 109,525	0.30%	\$ 118,506	0.30%	\$ 54,459	0.20%	\$ 282,490	\$ 1.73
PM/CM		\$ 1,460,333	4.00%	\$ 1,580,087	4.00%	\$ 1,089,180	4.00%	\$ 4,129,600	\$ 25.22
FF&E		\$ 5,476,248	15.00%	\$ 1,975,108	5.00%	\$ 1,361,475	5.00%	\$ 8,812,832	\$ 53.82
Contingency		\$ 5,476,248	15.00%	\$ 5,925,325	15.00%	\$ 2,722,951	10.00%	\$ 14,124,524	\$ 86.26
<b>Total Soft Cost</b>		<b>\$ 17,816,061</b>	<b>\$ 301.29</b>	<b>\$ 15,326,840</b>	<b>\$ 146.52</b>	<b>\$ 8,631,754</b>	<b>\$ 17.96</b>	<b>\$ 41,774,656</b>	<b>\$ 255.13</b>
<b>Total Construction &amp; Soft Cost</b>		<b>\$ 54,324,382</b>	<b>\$ 918.70</b>	<b>\$ 54,829,007</b>	<b>\$ 524.16</b>	<b>\$ 35,861,263</b>	<b>\$ 74.60</b>	<b>\$ 145,014,652</b>	<b>\$ 885.66</b>
<b>Cumming's Budget</b>		\$ 68,798,453		\$ 62,506,696		\$ 47,706,369		\$ 179,011,518	
Delta		(\$14,474,071)		(\$7,677,689)		(\$11,845,106)		(\$33,996,866)	

Owner: HACSB  
Project: Arrowhead Grove Affordable Housing  
Address: San Bernardino, California  
Date: 9/6/2023

# ROM BUDGET

Plans dated 07/20/2023 by RRM Design.

## PROJECT PARAMETERS

<b>Site Acreage:</b>	3.80	<b>Building Type:</b>	Type V
<b>Construction Type:</b>	(6) 3 Story Building, (1) 2 Story Building and a community building.	<b>Framing SF:</b>	107,058
<b>Net Rentable SF:</b>	80,374	<b>Podium SF:</b>	0
<b>Gross SF:</b>	107,058	<b>Parking Structure SF:</b>	0
<b>Community/Fitness SF:</b>	2,025	<b>Roof SF:</b>	36,547
<b>Units:</b>	92	<b>Building Footprint:</b>	43,876
<b>Baths:</b>	156	<b>Open Space SF:</b>	78,342
<b>Bedrooms:</b>	186		

ROM BUDGET		ADDTL DATA	
Cost per Unit	\$ 381,279.32	Avg. Unit Size	874
Cost per NRSF	\$ 436.43	NRSF/GSF Efficiency	75%
Cost per GSF	\$ 327.65	Units/Acre	24

## ASSUMPTIONS & EXPLANATION OF COSTS

- Prevailing Wage
- Project based on Affordable specs
- Contractor Controlled Insurance Policy (CCIP) implemented
- Laminate Countertops
- Vinyl plank throughout units
- Included Laundry units in appliances
- No tile backsplash
- Solar, Appliances and signage costs included

## YOUR PROJECT

### Arrowhead Grove Affordable Housing Phase 4



## TOTAL PROJECTED COST

**\$35,077,697.11** **18**

RANGE: \$ 33,323,812.25 - \$ 36,831,581.96 Range: 17 to 19

\*Schedule will be dictated by material lead times

\*This ROM is good for 14 days





\*This ROM considers the cost to build with today's material and labor pricing and today's codes.

**Addendum 4 – Site Plan**





**Document on Following Page**



**FEATURE LEGEND**

- STRATEGY 3.1 AND 3.2 - ACTIVE TRANSPORTATION; TRANSIT AND RAIL ACCESS**
-  Bus Stop
  -  Public Pedestrian Circulation Path to Transit System
  -  Proposed Class II Bike Path along E. Baseline Street
  -  Eligible Street for 'Safe Street' Improvements

- STRATEGY 4 - SOLAR INSTALLATION, ENERGY EFFICIENCY AND APPLIANCE ELECTRIFICATION**
-  Solar Panels (Including Buildings)

- STRATEGY 5 AND 7 - WATER EFFICIENCY; URBAN GREENING AND GREEN INFRASTRUCTURE**
-  New Developments Receiving Drought Tolerant Plants, Carbon Sequestering Trees and Water Conserving Irrigation Systems
  -  'Growing Hope' Hydroponics Lab and Connection to Outdoor Plaza / Demonstration Garden
  -  Demonstration and Community Gardens
  -  Water Quality Basins and Bioswales

- STRATEGY 8 - HEALTH EQUITY AND WELL BEING**
-  Proposed Weekly Farmer's Market
  -  Rec-Center with Swimming Pool, Children's Playground, Open Lawn and Group Picnic
  -  Amphitheatre at Water Basin
  -  Dog Park at Water Basin
  -  Future Community Center for Adult Education with Additional New Parking



**OVERALL TCC STRATEGY MAP**  
**ARROWHEAD GROVE INCLUSIVE REDEVELOPMENT PROJECT**  
 NORTH EAST OF N. WATERMAN AVE. AND E. OLIVE ST., SAN BERNARDINO, CALIFORNIA

0 50 100 200  
 SCALE: 1" = 50'

SCALE: 1" = 50'  
 DATE: JULY 2023  
 AOC JOB #: 2020



**L-1**



**1 Phase 4 Exhibit**  
NOT TO SCALE



**6 Contemporary Perspective**  
NOT TO SCALE



**5 Contemporary Side Elevation**  
NOT TO SCALE



**2 Building B - Schematic Floor Plan 1**  
NOT TO SCALE



**3 Building B - Schematic Floor Plan 2**  
NOT TO SCALE



**4 Building B - Schematic Floor Plan 3**  
NOT TO SCALE





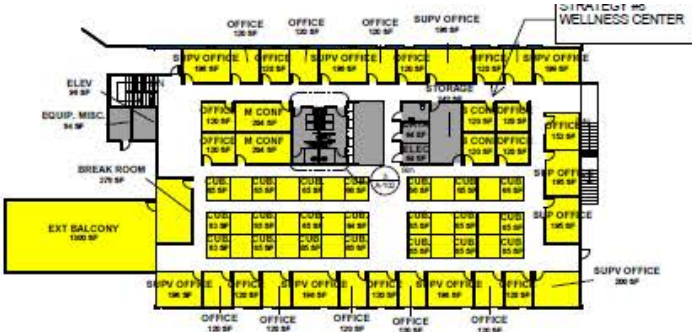
STRATEGY #7  
URBAN GREENING - GROWING HOPE

STRATEGY #3.1  
EV CHARGING STATIONS

STRATEGY #5  
WELLNESS CENTER

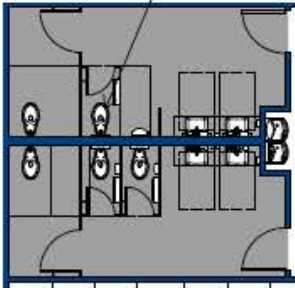
N WATERMAN AVE

E ALDER ST



STRATEGY #8 & #5 - COMMUNITY CENTER  
LEVEL 2 FLOOR PLAN

STRATEGY #5  
WATERLESS URINALS AND  
LOWFLOW PLUMBING FIXTURES



STRATEGY #5 - WATER EFFICIENCY  
ENLARGED RESTROOM PLAN TYPICAL

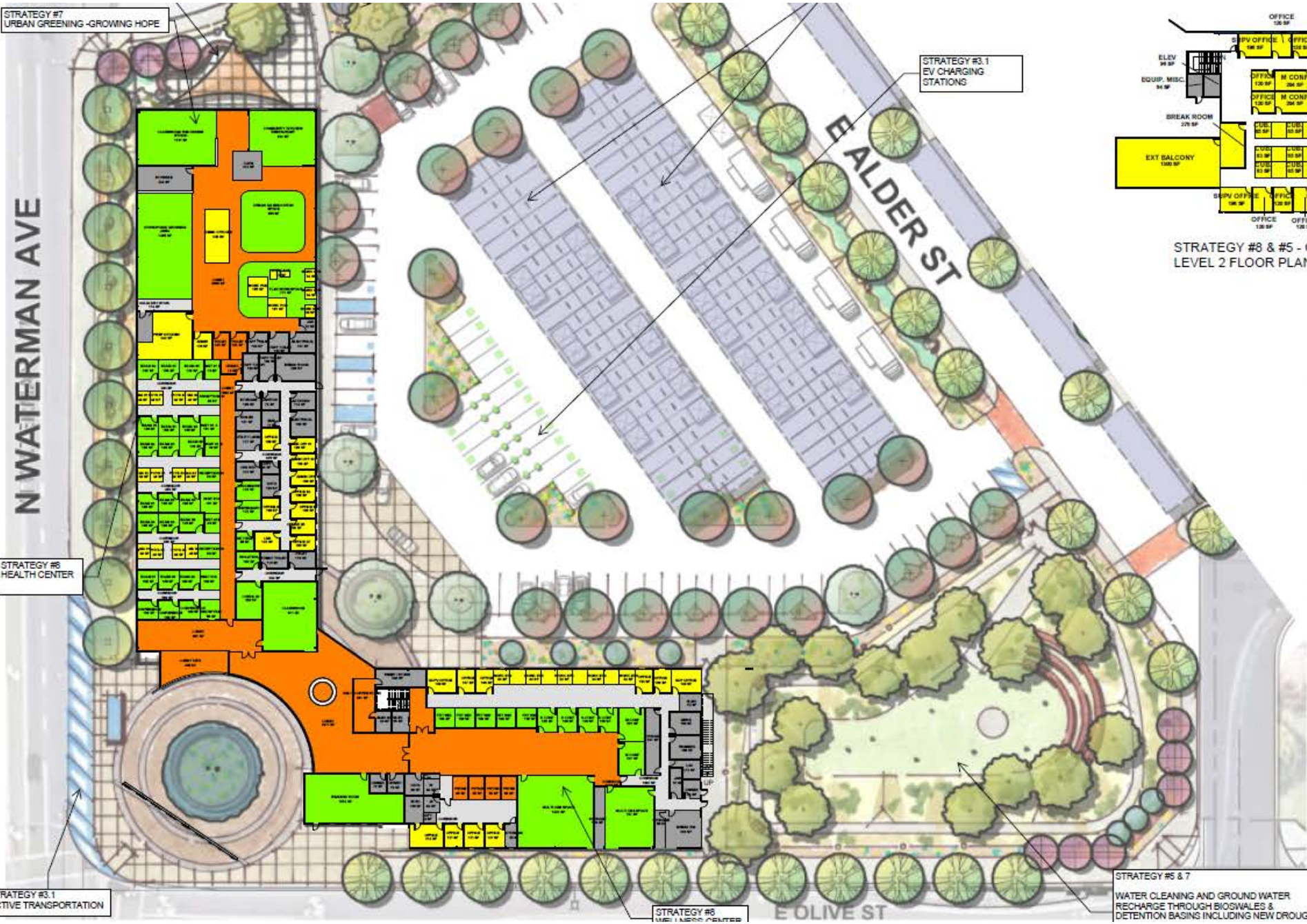
STRATEGY #6  
HEALTH CENTER

STRATEGY #6  
WELLNESS CENTER

STRATEGY #5 & 7  
WATER CLEANING AND GROUND WATER  
RECHARGE THROUGH BIOSWALES &  
DETENTION BASINS INCLUDING NEW DROUGHT

STRATEGY #3.1  
ACTIVE TRANSPORTATION

- PUBLIC
- SEMI-PUBLIC
- PRIVATE
- CORE
- CIRCULATION



HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
PROCUREMENT AND CONTRACTS DEPARTMENT  
715 E. BRIER DRIVE, SAN BERNARDINO, CA 92408  
(909) 890-0644 [procurement@hacsb.com](mailto:procurement@hacsb.com)

**ADDENDUM #1 FOR RFP PC#1346 Developer – Arrowhead Grove**

**PLEASE NOTE:** The following addendum to this Request for Proposal is hereby incorporated into the bid process.

**Timeline Update:**

RFP Issue Date:	October 16, 2023
Pre-proposal Conference:	October 30, 2023 @ 9AM PST (details below)
Deadline for Written Questions:	November 1, 2023 @ 2pm PST
Answers to Written Questions:	November 6, 2023
Proposals Due Date:	November 16, 2023 @ 2pm PST
Committee Evaluation (Including Interviews):	November 2023
Presentations:	December 3 - December 5
Award of Contract:	TBD

**Pre-Proposal Conference Meeting Link:**

## Microsoft Teams meeting

[Click here to join the meeting](#)

Meeting ID: 229 754 384 804

Passcode: DuWpXn

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 559-500-2713,238198019#](tel:+15595002713238198019) United States, Fresno

Phone Conference ID: 238 198 019#

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
PROCUREMENT AND CONTRACTS DEPARTMENT  
715 E. BRIER DRIVE, SAN BERNARDINO, CA 92408  
(909) 890-0644

**ADDENDUM #2 FOR RFP PC#1346 Developer – Arrowhead Grove**

**PLEASE NOTE:** The following addendum to this Request for Proposal is hereby incorporated into the bid process.

**Questions and Answers:** The following questions and answers were asked. Please review the responses and include them in your proposals.

1. Faircloth to RAD - How many units at what unit type(s) did you state in the NARR application? Our understanding is that at this stage the unit number and types can be reduced or increased. Would the Housing Authority be open to this if it's found that it is needed for project competitiveness and feasibility?

- All 92 units are assumed to be Faircloth to RAD. This will not change as any change would result in an increase in design costs. Below is a breakdown of how the FTR rents were applied which can be cross referenced with the proforma:

Faircloth Subsidy Breakdown:

- 1 Bedroom at \$599
- 2 Bedroom at \$756
- 3 Bedroom at \$972

For reference, for the 30% AMI units; the per unit monthly net rent is:

- 1 Bedroom at \$416
- 2 Bedroom at \$483
- 3 Bedroom at \$542

The below is a breakdown of how that subsidy is applied to the 30% AMI units. This same structure is followed for each of the income bands:

- 1 Bedroom is  $\$599 + \$416 = \$1,015$
- 2 Bedroom is  $\$756 + \$483 = \$1,239$
- 3 Bedroom is  $\$972 + \$542 = \$1,514$

2. Entitlements - What approved entitlement path was used for the site?
  - The project was approved through City Council Resolution number 2014-39, provided here as a supplementary document.
3. Entitlements - Can you please provide any entitlement approval documentation?
  - See attached City Council Resolution number 2014-39.
4. Property Management - Has a property manager already been secured? If so, who?
  - No property manager has been identified, however the Housing Authority does have several property managers with which it has a working relationship. The Housing Authority would like to work with the chosen developer to ensure that the most appropriate property manager is chosen to ensure both the long-term care of the property as well as ongoing compliance with various funding sources.

5. Developer Fee - When can the developer fee be negotiated?
  - Full negotiations of the developer fee will happen with the chosen developer, however the Housing Authority will provide answers to bidding parties regarding terms that they intend to propose in their final submission. This feedback will need to be shared with all other bidding parties as is standard practice for submitting responses to all submitted questions.
6. With the RFP for the 92-unit project and proforma, will we need to make reference to the 120 unit project?
  - Yes, please make reference to your experience in ability to compete that portion. Explain your ability and experience to handle that project.
7. Based on drawings, the site is entitled. In the estimates received, have they taken into account the drawings included in the entitlement cost or square foot cost?
  - The 50% SD set was used for all costing exercises. This plan set will also be made available to all bidders.
8. Are both the 92 units and 120 units entitled?
  - Only the 92 units are entitled right now.
9. For the 92 units, how many have been submitted via the “Notice of Anticipated RAD Rents” (NARR)?
  - All of the 92 units have been submitted via the NARR.
10. What entitlement did you go with?
  - Full counsel docket uploaded in the documents folder of PlanetBids.
11. What are HUD’s NARR rents for these F2RAD rents? Approximately how much lower are they to HACSB’s fair market rents?
  - The RAD subsidy is being layered over the LIHTC rent so rent per unit will be higher than traditional LIHCT rents. The Housing authority has the approval to do this via it’s “Moving to Work” designation from HUD.
12. Will HACSB award a property manager or will the awardee be able to select their own Property Manager?
  - HACSB will reserve the right to select a property manager but will work with awarded developer for suggestions. This will be open to discussion.
13. Is the decision to choose modular or stick build?
  - The project is designed and entitled as stick built, but we have had a preliminary analysis of the project done to assess what it would take for it to be converted to a modular project. This is covered in the slide deck presentation from the bidder’s conference which is being provided to you.
14. Identify how HACSB plans to use the RAD subsidy?
  - This project will be using a strategy called Faircloth to RAD where affordable housing units are converted to Section 8 via a program made available through HUD. Additionally the Housing Authority will be using its’ “Moving to Work designation by HUD to establish rents based on tax credit calculations.

15. Of the \$19-\$62M planned from grants, how will the remainder be financed?
- Please refer to the project proforma. The remainder of the project is planned to be financed as a Low Income Housing Tax Credit project, coupled with a construction loan. All other proposed funding sources are covered in the proforma.
16. As an alternative source, will HACSB be open to do a long-term lease with the developer?
- We are open to discussion on options and suggestions.

RESOLUTION NO. 2014-39

1  
2 **RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF**  
3 **SAN BERNARDINO ADOPTING THE MITIGATED NEGATIVE DECLARATION,**  
4 **ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM,**  
5 **APPROVING TENTATIVE TRACT MAP NO. 18829 AND CONDITIONAL USE**  
6 **PERMIT NO. 11-13, AND APPROVING AND AUTHORIZING EXECUTION OF**  
7 **DEVELOPMENT AGREEMENT NO. 12-02 FOR WATERMAN GARDENS.**

8 **SECTION 1. RECITALS**

9 WHEREAS, the Mayor and Common Council of the City of San Bernardino adopted  
10 the City's General Plan by Resolution No. 2005-362 on November 1, 2005; and

11 WHEREAS, the Housing Authority of the County of San Bernardino on August 1,  
12 2011 submitted applications for the redevelopment of the existing Waterman Gardens Public  
13 Housing Project by applying for Tentative Tract Map No. 18829 (Subdivision 11-03) and  
14 Conditional Use Permit No. 11-13 and later applying for Development Agreement No. 12-02  
15 on March 7, 2012 ("Project Approvals"); and

16 WHEREAS, the redevelopment of Waterman Gardens includes replacement of the  
17 existing 252 housing units with a total of 411 units, including 325 affordable units (73 units  
18 affordable to seniors) and 86 market-rate units, and associated community facilities and open  
19 space amenities ("Project"), as further described in the staff report prepared for the February  
20 18, 2014 meeting of the Mayor and Common Council ("Staff Report"); and

21 WHEREAS, on March 14, 2013, the Development/Environmental Review Committee  
22 (D/ERC) reviewed plans for the Project and recommended that a Notice of Intent to Adopt a  
23 Mitigated Negative Declaration be released for public review; and

24 WHEREAS, the Draft Mitigated Negative Declaration was circulated for public  
25 review for a 30-day period from March 21, 2013 to April 19, 2013; and

26 WHEREAS, the Final Mitigated Negative Declaration, which is attached to the Staff  
27 Report as Attachment E and incorporated herein by this reference, includes the comments  
28 received on the Draft Mitigated Negative Declaration and the responses to those comments;  
and

WHEREAS, although the Final Mitigated Negative Declaration identified potentially  
significant adverse environmental effects that could result if the Project were implemented, all  
significant adverse environmental effects will be avoided or mitigated by the implementation  
of the mitigation measures as set forth in the Mitigation Monitoring/Reporting Program  
attached to the Staff Report as Attachment D and incorporated herein by this reference; and

WHEREAS, on July 17, 2013, the Planning Commission of the City of San  
Bernardino held a duly and properly noticed public hearing on the Project to consider written

1 and oral comments on the Project Approvals, the Final Mitigated Negative Declaration, and  
 2 the Mitigation Monitoring/Reporting Program, which hearing was subsequently continued to  
 December 11, 2013; and

3 WHEREAS, the Planning Commission, after receiving public testimony, by a vote of  
 4 7-1, recommended on December 11, 2013 that the Mayor and Common Council adopt the  
 Final Mitigated Negative Declaration and the Mitigation Monitoring/Reporting Program and  
 5 approve Tentative Tract Map No. 18829 (Subdivision 11-03), Conditional Use Permit No. 11-  
 6 13, and Development Agreement No. 12-02, subject to Conditions of Approval, and based on  
 7 the Findings of Fact contained in the Planning Commission staff report; and

8 WHEREAS, the Mayor and Common Council conducted a duly and properly noticed  
 public hearing on February 18, 2014, and fully reviewed and considered the Final Mitigated  
 9 Negative Declaration; the Mitigation Monitoring/Reporting Program; the proposed Project  
 10 Approvals; the Staff Report containing Findings of Fact, Conditions of Approval,  
 Attachments, and Exhibits; and the recommendation of the Planning Commission with respect  
 11 to the Final Mitigated Negative Declaration, the Mitigation Monitoring/Reporting Program,  
 12 and the Project Approvals (collectively the "Supporting Documents"), which are hereby  
 13 incorporated by reference in this Resolution; and, together with the Recitals and any public  
 14 testimony received, form the evidentiary basis and establish the analytical route for reaching  
 15 the ultimate findings and conclusions contained in this resolution.

16 NOW, THEREFORE, BE IT RESOLVED, THE MAYOR AND COMMON  
 17 COUNCIL HEREBY RESOLVE, FIND, AND DETERMINE THE FOLLOWING:

18 **SECTION 2. MITIGATED NEGATIVE DECLARATION**

19 A. The facts and information contained in the above Recitals and Supporting  
 20 Documents are true and correct and are incorporated herein by this reference.

21 B. The Mayor and Common Council have considered the proposed Final Mitigated  
 22 Negative Declaration together with any comments received during the public review process.

23 C. The Final Mitigated Negative Declaration reflects the City's independent review,  
 analysis and judgment. The Mayor and Common Council hereby adopt the Final Mitigated  
 24 Negative Declaration, finding, on the basis of the whole record before them, including the  
 Initial Study, any comments received, and the Mitigation Monitoring/Reporting Program, that  
 25 there is no substantial evidence that the Project will have a significant effect on the  
 26 environment.

27 D. All potentially significant adverse environmental effects will be avoided or  
 28 mitigated by the implementation of the mitigation measures set forth in the Mitigation

1 Monitoring/Reporting Program. The Mayor and Common Council hereby adopt the  
2 Mitigation Monitoring/Reporting Program.

3 E. The location and custodian of the documents that constitute the record of  
4 proceedings on which the City's action is based are: Community Development Director,  
5 Community Development Department, San Bernardino City Hall, 300 North "D" Street, 3rd  
6 Floor, San Bernardino, CA 92418.

7 F. The adoption of the Final Mitigated Negative Declaration and the Mitigation  
8 Monitoring/Reporting Program shall be effective immediately upon adoption of this  
9 Resolution.

10 **SECTION 3. APPROVAL OF THE TENTATIVE TRACT MAP**

11 Based upon the Findings of Fact contained in the Staff Report and the evidence in the  
12 Supporting Documents, Tentative Tract Map No. 18829 (Subdivision 11-03) (included in  
13 Attachment F to the Staff Report and incorporated herein by reference) is hereby approved  
14 subject to the Conditions of Approval (Attachment C to the Staff Report). The approval of  
15 Tentative Tract Map No. 18829 (Subdivision 11-03) shall be effective immediately upon  
16 adoption of this Resolution.

17 **SECTION 4. APPROVAL OF THE CONDITIONAL USE PERMIT**

18 Based upon the Findings of Fact contained in the Staff Report and the evidence in the  
19 Supporting Documents, Conditional Use Permit No. 11-13 (included in Attachment F to the  
20 Staff Report and incorporated herein by reference) is hereby approved subject to the  
21 Conditions of Approval (Attachment C to the Staff Report). The approval of Conditional Use  
22 Permit No. 11-13 shall be effective immediately upon adoption of this Resolution.

23 **SECTION 5. APPROVAL OF THE DEVELOPMENT AGREEMENT**

24 A. Based upon the Findings of Fact contained in the Staff Report and the evidence  
25 in the Supporting Documents, Development Agreement No. 12-02 for the Waterman Gardens  
26 Project is hereby approved (attached as Exhibit A to this Resolution and incorporated herein  
27 by reference). The Mayor and Common Council hereby authorizes and directs the City  
28 Manager to execute Development Agreement No. 12-02 on behalf of the City. This  
Agreement shall be null and void if the parties fail to execute it within sixty (60) days from  
the date of approval by the Mayor and Common Council.

B. Notwithstanding any other provision herein, the approval of Development  
Agreement No. 12-02 shall become effective 30 days after the adoption of this Resolution by  
the Common Council and approval by the Mayor.



1 C. No later than 10 days after Development Agreement No. 12-02 is effective and  
2 has been executed by all parties, the City Clerk shall record with the San Bernardino County  
3 Recorder a copy of the Development Agreement, as required by Government Code Section  
4 65868.5.

5 **SECTION 6. NOTICE OF DETERMINATION**

6 In accordance with the provisions of this Resolution, the Planning Division is hereby  
7 directed to file a Notice of Determination with the County of San Bernardino Clerk of the  
8 Board of Supervisors.

9 ///

10 ///

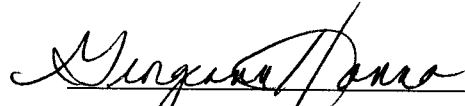
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1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF  
2 SAN BERNARDINO ADOPTING THE MITIGATED NEGATIVE DECLARATION,  
3 ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM,  
4 APPROVING TENTATIVE TRACT MAP NO. 18829 AND CONDITIONAL USE  
5 PERMIT NO. 11-13, AND APPROVING AND AUTHORIZING EXECUTION OF  
6 DEVELOPMENT AGREEMENT NO. 12-02 FOR WATERMAN GARDENS.

7 I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Mayor  
8 and Common Council of the City of San Bernardino at a joint regular meeting thereof, held on  
9 the 18th day of February, 2014, by the following vote to wit:

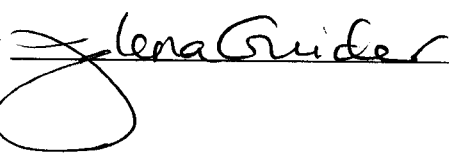
10 Council Members:	AYES	NAYS	ABSTAIN	ABSENT
11 MARQUEZ	<u>X</u>	_____	_____	_____
12 JENKINS	<u>X</u>	_____	_____	_____
13 VALDIVIA	<u>X</u>	_____	_____	_____
14 SHORETT	<u>X</u>	_____	_____	_____
15 NICKEL	<u>X</u>	_____	_____	_____
16 JOHNSON	<u>X</u>	_____	_____	_____
17 MULVIHILL	<u>X</u>	_____	_____	_____

18   
19 Georgeann Hanna, City Clerk

20 The foregoing Resolution is hereby approved this 20<sup>th</sup> day of February,  
21 2014.

22   
23 PATRICK J. MORRIS, Mayor  
City of San Bernardino

24 Approved as to form:  
25 GARY D. SAENZ  
City Attorney

26 By:   
27  
28

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of San Bernardino  
Attn: City Manager  
300 North "D" Street, 6<sup>th</sup> Floor  
San Bernardino, California 92418

Exempt from Recording Fee  
Pursuant to Government  
Code Section 27383

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Space above this line for Recorder's Use Only

**DEVELOPMENT AGREEMENT  
WATERMAN GARDENS**

**By and Between**

**THE CITY OF SAN BERNARDINO**

**and**

**HOUSING AUTHORITY OF  
THE COUNTY OF SAN BERNARDINO**

February 18, 2014

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into in the City of San Bernardino on the 18th day of February, 2014, by and between the CITY OF SAN BERNARDINO, a municipal corporation organized and existing under the laws of the State of California (the "City"), and the Housing Authority of the County of San Bernardino, a public body, corporate and politic (the "Land Owner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code and Chapter 19.40 of the San Bernardino Municipal Code. The City and the Land Owner are, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

### RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 through 65869.5 (the "Development Agreement Law"), which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application. The Mayor and Common Council of the City of San Bernardino (collectively, the "City Council") adopted Chapter 19.40 of the San Bernardino Municipal Code to govern the processing of development agreements by the City.

B. Land Owner is the fee owner of the real property located within the City of San Bernardino, County of San Bernardino, State of California, as further described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. Land Owner proposes to develop the Property to include the demolition of 252 existing residential units (the "Existing Dwelling Units") and the construction of a development consisting of seventy-three (73) units restricted for senior citizens (the "Senior Units") and three hundred thirty-eight (338) non-senior units (the "Non-Senior Units") for a total of four hundred eleven (411) residential units and community uses totaling 129,800 square feet (including a day care center, social service/recreation center, administration building and maintenance facility) to be known as Waterman Gardens (the "Project"). The Project includes development of the Property as contemplated by the City Approvals, this Agreement, and Subsequent Approvals.

D. Entering into this Agreement is acknowledged to be to the mutual benefit of the City and the Land Owner and is approved by the City in consideration of the significant public benefits to be derived from the Project, including: (1) redevelopment of 252 seventy-year old housing units affordable to low income households; (2) provision of 73 additional housing units for seniors affordable to low income households; (3) provision of 86 market-rate units to provide mixed-income housing; (4) improvements to Baseline Street, Waterman Avenue, and Olive Street to enhance vehicular and pedestrian safety, and which exceed the improvements necessitated by the impacts of the Project; (5) provision of more community amenities than the six required by the Development Code; (6) provision of community facilities, including recreational and training facilities; (7) enhanced public safety; (8) increased property tax

valuation; and (9) short-term construction employment and long-term employment at the community facilities.

E. Under the California State Density Bonus Law (Government Code Section 65915 et seq.; the "Density Bonus Law"), the Project is entitled to receive a density bonus of up to thirty-five percent (35%), three concessions and incentives, waivers, and parking concessions, all as defined in the Density Bonus Law.

F. The following approvals, entitlements, and findings have been adopted by the City with respect to the Property:

1. The Mayor and Common Council adopted a Mitigated Negative Declaration for the Project on February 18, 2014 (the "MND"). As required by the California Environmental Quality Act ("CEQA"), the City adopted written findings and a Mitigation Monitoring and Reporting Program on February 18, 2014.

2. The Planning Commission recommended approval of Tentative Tract Map No. 18829 (Subdivision No. 11-03) with respect to the Property on December 11, 2013.

3. The Planning Commission recommended approval of Conditional Use Permit No. 11-13 (for the density bonus, concessions and incentives permitted by Government Code Section 65915 and Municipal Code Section 19.04.030(D)(1)) with respect to the Property.

4. The Mayor and Common Council approved this Agreement, Tentative Tract Map No. 18829 and Conditional Use Permit No. 11-13 as more fully set forth below.

The City actions identified above are collectively referred to as the "City Approvals." The City Approvals incorporate all conditions of approval of Tentative Tract Map 18829 (Subdivision 11-03) and Conditional Use Permit 11-13 and all plans submitted by the Land Owner to the City and incorporated into the City Approvals, including but not limited to the site plans, landscape plan, floor plans, and building elevations date-stamped November 5, 2013.

G. The development of the Project will require future discretionary and ministerial approvals from the City, potentially including, but not limited to, encroachment permits, demolition permits, grading permits, building permits, final inspections, and certificates of occupancy consistent with the City Approvals (the "Subsequent Approvals"). "Subsequent Approvals" also include any review required by CEQA or NEPA, including implementation of all mitigation measures, monitoring programs, and conditions adopted as part of the City Approvals.

H. To ensure that the intent of the City and Land Owner with respect to the City Approvals are carried out, the Parties desire voluntarily to enter into this Agreement in order to facilitate development of the Project subject to the conditions and requirements included in this Agreement.

I. The Planning Commission, on December 11, 2013, after giving required notice, conducted a public hearing on this Agreement, as required by Municipal Code Chapter 19.40, and recommended that the Mayor and Common Council approve this Agreement. The Mayor

and Common Council on February 18, 2014 (the "Adoption Date"), after giving required notice, conducted a public hearing and adopted Resolution No. 2014-39 approving this Agreement and making all findings and determinations relating to this Agreement which are required by the Development Agreement Law and by Municipal Code Chapter 19.40.

J. The Mayor and Common Council find that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) are in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will promote preservation and enhancement of land values in the City; (iv) will encourage the development of the Project by providing a reasonable level of certainty to the Land Owner; and (v) will provide for orderly growth and development in a manner consistent with the General Plan, the Development Code and other plans and regulations of the City.

**NOW, THEREFORE**, with reference to the foregoing Recitals and in consideration of the mutual promises, obligations and covenants herein contained, the sufficiency of which consideration is hereby acknowledged, City and Land Owner agree as follows:

### AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth in both are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

### **ARTICLE I DEFINITIONS**

- 1.1 Definitions. The following defined terms are used in this Agreement.
- 1.1.1 "Adoption Date" is defined in Recital I.
  - 1.1.2 "Agreement" is defined in the first paragraph, page 1.
  - 1.1.3 "Annual Report" is defined in Section 5.1.
  - 1.1.4 "Applicable Law" is defined in Section 3.1.2.
  - 1.1.5 "Assignee" is defined in Section 8.2.1.
  - 1.1.6 "Assignment" is defined Section in 8.2.2.
  - 1.1.7 "CEQA" is defined in Recital F.
  - 1.1.8 "City" is defined in the first paragraph, page 1 and in Section
  - 2.1.1(a)
  - 1.1.9 "City Approvals" is defined in Recital F.



- 1.1.10 "City Council" is defined in Recital A.
- 1.1.11 "City Fees" is defined in Section 3.11.3.
- 1.1.12 "City Law" is defined in Section 3.2.1
- 1.1.13 "Current Impact Fee Schedule" is defined in Section 3.11.3(b)(iii).
- 1.1.14 "Current Processing Fee Schedule" is defined in Section 3.11.3(a).
- 1.1.15 "Declaration of Default" is defined in Section 6.2.
- 1.1.16 "Default" is defined in Section 6.1.
- 1.1.17 "Density Bonus Law" is defined in Recital E.
- 1.1.18 "Density Bonus Ordinance" is defined in Section 3.11.2.
- 1.1.19 "Development Agreement Law" is defined in Recital A.
- 1.1.20 "Effective Date" is defined in Section 2.4.
- 1.1.21 "Existing Dwelling Units" is defined in Recital C.
- 1.1.22 "Fee Study" is defined in Section 3.11.3(b)(i).
- 1.1.23 "FONSI" is defined in Recital F.
- 1.1.24 "Impact Fees" is defined in Section 3.11.3.
- 1.1.25 "Land Owner" is defined in the first paragraph, page 1.
- 1.1.26 "MND" is defined in Recital F.
- 1.1.27 "Mortgage" is defined in Section 9.1.
- 1.1.28 "Mortgagee" is defined in Section 9.1 and Section 9.5.
- 1.1.29 "NEPA" is defined in Recital F.
- 1.1.30 "Non-Senior Units" is defined in Recital C.
- 1.1.31 "Notice of Default" is defined in Section 6.3.1(a).
- 1.1.32 "Party" and "Parties" are defined in the first paragraph, page 1.
- 1.1.33 "Planning Commission" is defined in Recital F.
- 1.1.34 "Processing Fees" is defined in Section 3.11.3.

- 1.1.35 "Project" is defined in Recital C.
- 1.1.36 "Property" is defined in Recital B.
- 1.1.37 "Senior Units" is defined in Recital C.
- 1.1.38 "Subsequent Approvals" is defined in Recital G.
- 1.1.39 "Term" is defined in Section 2.6.
- 1.1.40 "Third Party Challenge" is defined in Section 11.1.1.
- 1.1.41 "Water Department" is defined in Section 3.11.3.

1.2 Capitalized Terms. If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.3 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Legal Description
- Exhibit B: Concessions Pursuant to Density Bonus Law
- Exhibit C: Current Processing Fee Schedule
- Exhibit D: Current Impact Fee Schedule

## ARTICLE II GENERAL PROVISIONS

### 2.1 Parties.

#### 2.1.1 The City.

(a) The City is a charter city and a municipal corporation duly organized and validly existing under the laws of the State of California. The office of the City is located at 300 North "D" Street, 6<sup>th</sup> Floor, San Bernardino, California 92418. "City," as used in this Agreement, includes the City of San Bernardino and any assignee or successor to its rights, powers and responsibilities.

(b) The City represents and warrants that, as of the Effective Date of this Agreement:

(i) The execution and delivery of this Agreement and the performance of the obligations of the City have been duly authorized by all necessary actions and approvals required for a municipal corporation;

(ii) The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement; and

(iii) This Agreement is a valid obligation of the City and is enforceable in accordance with its terms.

2.1.2 The Land Owner.

(a) Land Owner is the Housing Authority of the County of San Bernardino, a public body, corporate and politic. For the purposes of this Agreement, the Land Owner's office is 715 East Brier Drive, San Bernardino, California 92408.

(b) Land Owner represents and warrants that, as of the Effective Date of this Agreement, Land Owner is:

(i) The sole fee owner of the Property;

(ii) Duly organized and validly existing under the laws of the State of California;

(iii) Qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(iv) In good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of this Agreement.

(c) Land Owner further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Land Owner, except as have been obtained;

(ii) That the execution and delivery of this Agreement and the performance of the obligations of Land Owner have been duly authorized by all necessary actions and approvals required under Land Owner's organizational documents;

(iii) That this Agreement is a legal, valid, and binding obligation of Land Owner and is enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Agreement by the Land Owner does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the Land Owner's organizational documents (b) any law, rule, or regulation binding upon or applicable to the Land Owner, or (c) any material agreements to which the Land Owner is a party;

(v) That, unless otherwise disclosed in writing to the City prior to the date of the City Council's adoption of this Agreement, and except for threats of litigation

expressed in public hearings relating to the City Approvals, there is no existing or, to the Land Owner's reasonable knowledge, pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the Land Owner or, to the best knowledge of the Land Owner, the Property, that would, if adversely determined, materially and adversely affect the Land Owner or the Property or the Land Owner's ability to perform its obligations under this Agreement or to develop and operate the Project; and

(vi) That Land Owner and/or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate the Project on the Property.

2.2 Relationship of City and Land Owner. The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and the Land Owner and that the Land Owner is an independent contractor and not an agent or partner of the City. The Parties further acknowledge that neither Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of the Land Owner, the affairs of the City, or otherwise. The City and Land Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Land Owner joint venturers or partners.

2.3 Description of Property. The Property which is the subject of this Agreement is described in Exhibit A, attached hereto and incorporated herein by this reference.

2.4 Effective Date. This Agreement shall become effective thirty (30) days after the Adoption Date (the "Effective Date").

2.5 Execution and Recording. Not later than ten (10) days after the Adoption Date, the City and the Land Owner shall execute and acknowledge this Agreement. Not later than ten (10) days after the Effective Date, the City Clerk shall cause recordation of this Agreement with the San Bernardino County Recorder against the Property, provided that a referendum applicable to Resolution No. \_\_\_\_\_ has not been timely submitted to the City.

2.6 Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty (20) years from the Effective Date (the "Term"), unless the Term is terminated, modified, or extended by the provisions of this Agreement.

2.7 Provisions Required by Statute. The Development Agreement Law provides, among other things, that a development agreement shall specify the following:

2.7.1 Duration of the Agreement. See Section 2.6 of this Agreement.

2.7.2 Permitted Uses of the Property. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.3 Density or Intensity of Uses. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.4 Maximum Height and Size of Proposed Buildings. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.5 Reservation or Dedication of Land for Public Purposes. See Section 3.10 of this Agreement and the City Approvals.

2.7.6 Periodic Review Annually. See Article V of this Agreement.

2.8 Discrepancies. Chapter 19.40 of the San Bernardino Municipal Code provides at subsection 2 of Section 19.40.010, that: "Should any apparent discrepancies between the meaning of these documents [Chapter 19.40, Section 65864 et seq. of the Government Code, and the Development Agreement] arise, then the documents shall control in construing the development agreement in the following order of priority:

- 2.8.1 "The plain terms of this Agreement itself;
- 2.8.2 "The provisions of Municipal Code Chapter 19.40; and
- 2.8.3 "The provisions of Development Agreement Law."

### **ARTICLE III DEVELOPMENT OF THE PROPERTY**

3.1 Use of the Property and Applicable Law Subject to Agreement. The Property is hereby made subject to the provisions of this Agreement. All development of or on the Property, or any portion thereof, shall be undertaken only in compliance with the provisions of this Agreement and with Applicable Law.

3.1.1 Permitted Uses. The Project shall be developed in accordance with the City Approvals and this Agreement. During the Term of this Agreement, the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, other zoning standards, provisions for reservation or dedication of land for public purposes, and all other terms and conditions of development shall be those set forth in the City Approvals.

3.1.2 Applicable Law. "Applicable Law" includes the City Approvals, the Subsequent Approvals consistent with the City Approvals and when approved by the City, this Agreement, and those ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Project in effect on the Effective Date, and except as otherwise provided in Sections 3.3 and 3.5.

### 3.2 No Conflicting Enactments.

3.2.1 Except as and to the extent required by state or federal law, and subject to the provisions of Sections 3.3 and 3.6 below, the City shall not impose on the Project any ordinance, resolution, rule, regulation, standard, policy, condition, or specification, including by initiative (each individually, a "City Law"), that has any of the following effects on the rights provided by Applicable Law:

(a) Changes any land use designation or permitted use of the Project from that shown in Applicable Law;

(b) Limits or controls the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property except as set forth in this Agreement and in Applicable Law; or

(c) Limits or restricts any right specifically granted by the City Approvals or this Agreement, including, but not limited to, permitted uses and permitted floor area ratio.

### 3.3 Subsequently Enacted Rules and Regulations.

3.3.1 The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and which are not in conflict with the terms of this Agreement. The City may also modify the Applicable Law or the terms of this Agreement to address a compelling public necessity regarding health and safety which was not known and could not have been known with the exercise of reasonable diligence on the Effective Date and that cannot reasonably be addressed by other means.

3.3.2 The Parties recognize that planning and design considerations are constantly evolving and being modernized, and that development of the Project may from time to time require updating of City regulations and standards in order to achieve the most desirable outcomes for the City from the Project. Accordingly, the City agrees that, in accordance with Section 3.11.1 below, it shall diligently and in good faith review and process to final action any proposals made by the Land Owner for such updating of City regulations and standards.

### 3.4 Initiatives and Referenda.

3.4.1 If any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property. The Parties acknowledge, however, that the City's approval of this Agreement is a legislative action subject to referendum.

3.4.2 Without limiting the generality of any of the foregoing, no moratorium imposed by the City affecting subdivision maps, building permits, processing of off-site or on-site improvements, or any and all Subsequent Approvals shall apply to the Property.

3.4.3 The timing, sequencing, and phasing of development within the Project shall be consistent with those timing, sequencing and phasing provisions specified in this Agreement, the City Approvals, and Applicable Law.

3.4.4 The City shall cooperate with Land Owner and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect and that no conflicting enactments are imposed on the Property, except as otherwise authorized by this Agreement.

3.5 Compliance With Requirements of Other Governmental Entities.

3.5.1 During the Term, Land Owner shall comply with lawful requirements of, and obtain all permits and approvals required by, other local, regional, state and federal agencies having jurisdiction over Land Owner's activities in furtherance of this Agreement. Land Owner shall pay all required fees when due to federal, state, regional, or other local governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

3.5.2 City shall cooperate with Land Owner in Land Owner's effort to obtain permits and approvals for the Project from federal, state, regional, and other local governmental agencies.

3.5.3 As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations. In the event changes in the law prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified as may be necessary to comply with such state or federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified as may be necessary to comply with changes in the law, and City and Land Owner shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification be limited to that which is necessary and to preserve to the extent possible the Project consistent with Applicable Law. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such changed laws or regulations. Nothing in this Agreement shall preclude the City or Land Owner from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such state or federal laws or regulations and/or such state or federal laws or regulations themselves.

3.6 City's Police Power. The Parties acknowledge and agree that the limitations, reservations, and exceptions contained in this Agreement are intended to reserve to the City that part of its police power which cannot be limited by contract, and this Agreement shall be construed to reserve to the City that part of its police power which cannot be restricted by contract.

### 3.7 Subsequent Development Approvals for the Property.

3.7.1 Applications for Subsequent Approvals are anticipated to be submitted to the City by the Land Owner. The City shall diligently and in good faith process in a manner as expeditious as reasonably possible all applications for Subsequent Approvals filed by Land Owner in accordance with the rights granted by this Agreement and by Applicable Law. In no event shall such processing exceed the time periods set forth in any applicable state laws and local ordinances or regulations, and any conditions or requirements imposed by the City in connection with any such approvals or permits shall not conflict with Applicable Law or exceed those typically imposed by the City in connection with similar approvals for other affordable housing development projects in the City. The foregoing requirements are subject to the Land Owner's applications for Subsequent Approvals being in proper form for submittal and processing, including all fees consistent with Section 3.11.3 below and all documents and information required by the City's generally applicable standards in effect at the time of submittal.

3.7.2 In connection with the City's commitment to diligent processing of Subsequent Approvals in Section 3.11.1 below, the City shall, with the concurrence of the Land Owner as to cost, engage consultants or assign City staff for the purpose of coordinating, facilitating, expediting and/or reviewing applications by the Land Owner for Subsequent Approvals. If approved by the Land Owner, the Land Owner shall bear the cost of compensation of such specially assigned consultants and staff and any other City expenses associated with such persons, except as otherwise provided herein. The consultants and staff assigned to the Project shall at all times be persons having a level of training and experience commensurate with the size and complexity of the Project and the diversity of further approvals and permits required for the Project.

3.7.3 With the City Approvals, the City has made a final policy decision that the development of the Property is consistent with the City Approvals and is in the best interests of the City's public health, safety, and general welfare. Accordingly, the City shall not use its authority in considering any application for a Subsequent Approval that is consistent with the City Approvals to change the policy decisions reflected by the City Approvals. Nothing herein shall limit the ability of the City to require the necessary reports, analyses, or studies to assist in determining whether the requested Subsequent Approvals are consistent with Applicable Law and this Agreement. The City's review of the Subsequent Approvals shall be consistent with this Agreement, including, without limitation, Sections 3.2, 3.7, and 3.11.1 of this Agreement. To the extent consistent with CEQA and NEPA, as determined by the City in its reasonable discretion, the City shall utilize the MND and FONSI to review the environmental effects of Subsequent Approvals and shall not require additional environmental review pursuant to CEQA and NEPA except as may be mandated by state or federal law as provided in Section 3.5.3 above.

3.7.4 Notwithstanding the above, as required by Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of Government Code Section 66473.7, if applicable, and shall be extended from time to time as required by Government Code Section 66452.6.

3.8 Life of City Approvals and Subsequent Approvals. If any City Approval or Subsequent Approval shall expire, Land Owner shall retain all vested rights contained in this



Agreement and shall be entitled to re-approval of the City Approvals and Subsequent Approvals consistent with Applicable Law.

3.9 Timing of Development. The Parties acknowledge that development of the Project will be affected by numerous factors outside the control of the Land Owner, e.g., general economic conditions, interest rates and market demand. Accordingly, the Parties hereby acknowledge and agree that the Land Owner may develop the Property in such order and at such rate and times as are appropriate within the Land Owner's business judgment, subject to compliance by the Land Owner with the City Approvals and such other conditions and requirements imposed by the City and not in conflict with this Agreement.

### 3.10 Land Owner Obligations.

3.10.1 As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement, and as a material inducement to City to enter into this Agreement, Land Owner has offered and agreed to provide public improvements to the City as set forth in the City Approvals and has further agreed to comply with all of its obligations under this Agreement, including, in particular, the obligations set forth in this Section 3.10.

3.10.2 Prior to the issuance of the first building permit for the Project, Land Owner shall submit a final phasing plan to the City which shall specify the order in which the phases shall be built and which road improvements required by the City Approvals shall be completed as part of each phase of development. Land Owner shall substantially complete any required improvements to Baseline Street, Waterman Avenue, Olive Street, and La Junita Street prior to final inspection of the first unit in the corresponding phase of development or shall post adequate security to ensure completion within 90 days. After Land Owner has improved La Junita Street to public street standards, City hereby agrees to accept the dedication of La Junita Street from Land Owner.

### 3.11 City Obligations.

3.11.1 Diligent Processing of Subsequent Approvals. City staff shall diligently process in good faith all Subsequent Approvals and shall approve or recommend approval or conditional approval to the Planning Commission and City Council of the Subsequent Approvals if, as determined by the City in its reasonable discretion, the Subsequent Approvals comply with Applicable Law, CEQA, NEPA and other relevant state and federal laws and regulations.

3.11.2 Provision of Density Bonus and Concessions. Under the Density Bonus Law, the Project is entitled to receive a density bonus of up to thirty-five percent (35%), three concessions and incentives, waivers, and parking concessions, all as defined in the Density Bonus Law. Land Owner has applied for a density bonus of twenty-five percent (25%) for the Project pursuant to City Municipal Code Section 19.04.030(2)(D) (the "Density Bonus Ordinance") and the Density Bonus Law. Developer is also providing Senior Units which are allowed a fifty percent (50%) density increase pursuant to City Municipal Code Section 19.04.010(2)(E). City has approved the requested density bonuses, concessions, and incentives as shown in Exhibit B and incorporated herein by this reference.

3.11.3 Fees and Fee Credits. The Parties recognize that fees which may be imposed by the City ("City Fees") upon the Project fall within two categories (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary exactions which are intended to defray the costs of public facilities related to development projects (e.g. parks, streets, utilities, including sewer and water connection fees, and traffic controls) ("Impact Fees").

(a) Processing Fees. For a ten (10)-year period commencing upon the Effective Date, the City shall charge Processing Fees against the Project based upon the processing fees in effect on the Effective Date of this Agreement, except for any processing fees imposed by the City Municipal Water Department (the "Water Department"), including but not limited to sewer capacity fees and water acquisition of service charges imposed by the Water Department. Additionally, the Land Owner shall reimburse the City for actual consultant costs required to process Subsequent Approvals. A list of the categories and amounts of Processing Fees in effect as of the Effective Date of this Agreement is attached hereto as Exhibit C (the "Current Processing Fee Schedule"). After the ten (10)-year period, the City may charge those reasonably justified Processing Fees which are in force and effect within the jurisdiction of the City for the broadly based class of Subsequent Approvals being applied for.

(b) Impact Fees.

(i) Within each phase of development, City may impose Impact Fees only for increased development within that phase. Land Owner shall pay no Impact Fees for development that replaces Existing Dwelling Units or existing square footage for non-residential structures within that phase. The Land Owner may defer payment of Impact Fees imposed on each structure until the later to occur of the following for that structure: the time of the City's release of utility meters or final inspection. For any public facilities constructed by Land Owner which are included in any current Impact Fee list, such fees shall be credited in lieu by City. The amount of the credit shall be limited to the amount of cost estimated for the improvements as identified in the associated fee study (the "Fee Study") regardless of the actual cost. The amount of the credit shall not exceed the amount of the respective fee in question for which credit is sought. In the event that only a portion of a facility identified in the Fee Study is constructed, the credit amount will be a prorated amount that reflects the appropriate portion of the estimated cost of the facility as identified in the Fee Study as determined by the Director of Public Works.

(ii) Sewer Connection Fees. Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay sewer connection fees for the Project as specified in Condition No. 41 in the conditions of approval of Tentative Tract Map 18829 (Subdivision 11-03) and Conditional Use Permit 11-13.

(iii) Water Acquisition of Service Charges Imposed by the Water Department. Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay water acquisition of service charges for a structure prior to final inspection of that structure; provided, however, that Land Owner shall only pay water acquisition of service charges for units developed in each phase in excess of the Existing Dwelling Units and existing square footage for non-residential structures in that phase. The number of Existing Dwelling Units and non-residential square footage shall be calculated for each phase, such that at project

completion, the Water Department shall credit Land Owner for water acquisition of service charges for all of the Project's Existing Dwelling Units and non-residential square footage in accordance with the Water Department's Rule and Regulation No. 5 and the City and Water Department approvals.

(iv) Sewer Capacity Fees Imposed by the Water Department.

Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay sewer capacity fees for a structure prior to final inspection of that structure; provided, however, that Land Owner shall only pay sewer capacity fees for units and non-residential square footage developed in each phase in excess of the Equivalent Dwelling Units (EDUs) for the Existing Dwelling Units and existing non-residential square footage in that phase. The number of EDUs for the Existing Dwelling Units and existing non-residential square footage shall be calculated for each phase, such that at project completion, the Water Department shall credit Land Owner for sewer capacity fees for all of the Project's existing EDUs in accordance with City Municipal Code Section 13.08.055B and the City and Water Department approvals.

(v) For a ten (10)-year period commencing upon the Effective Date, the City shall charge Impact Fees against the Project based upon the processing fees in effect on the Effective Date of this Agreement, except for sewer capacity fees, water acquisition of service charges, and other Impact Fees imposed by the Water Department.. A list of the categories and amounts of Impact Fees in effect as of the Effective Date of this Agreement is attached hereto as Exhibit D (the "Current Impact Fee Schedule"). After the ten (10)-year period, the City may charge those Impact Fees which are in force and effect within the jurisdiction of the City for the broadly based type of development being applied for.

(c) Fee Categories. The City shall not impose upon the Project any categories of fees or other monetary exactions which are not included within (i) the Processing Fees as those categories exist as of the date of this Agreement, or (ii) the Impact Fees as those categories exist on the Effective Date of this Agreement, unless required by state or federal law or regulations.

3.12 Mutual Obligations of the Parties. City has agreed to provide Land Owner with the long term assurances, vested rights, and other City obligations described in this Agreement, including, in particular, those City obligations described in this Article III, in consideration for the Land Owner's obligations contained in this Agreement, including, in particular, those Land Owner obligations described in this Article III. Land Owner has agreed to provide City with the Land Owner obligations described in this Agreement, including, in particular, those Land Owner obligations described in this Article III, in consideration for the City's obligations contained in this Agreement, including, in particular, those City obligations described in this Article III.

#### ARTICLE IV AMENDMENT, CANCELLATION, AND TERMINATION OF AGREEMENT

4.1 Amendment or Cancellation Procedure. This Agreement may be voluntarily terminated in whole or in part or amended by the mutual consent of the Parties or their successors in interest. In accordance with Municipal Code Chapter 19.40, the procedure for amendments shall be a tiered review procedure as follows:

4.1.1 Amendment of City Approvals. To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified by submittal of an application from the Land Owner and following the procedures for such amendment or modification contained in the San Bernardino Municipal Code. Upon any approval of such an amendment or modification, the amendment or modification to the City Approval shall automatically be deemed to be incorporated into the Applicable Law and into the provisions of this Agreement without any further requirement to amend this Agreement.

4.1.2 Other Amendments. Any other cancellation or amendment of this Agreement may be made only upon compliance with the provisions of Government Code Section 65858 and those procedures prescribed in Chapter 19.40 of the San Bernardino Municipal Code for entering into a new development agreement, including, but not limited to, public hearings before the San Bernardino Planning Commission and City Council and adoption of the amendment or cancellation by resolution.

4.2 Recordation of Amendment or Cancellation. The City Clerk shall record any amendment or cancellation with the San Bernardino County Recorder not later than ten (10) days after the effective date of the action effecting such amendment or cancellation, accompanied by a legal description of the Property.

4.3 Amendments to Development Agreement Legislation. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Law, as those provisions existed at the date of execution of this Agreement. No amendment or addition to the Development Agreement Law which would materially affect the substantive provisions of this Agreement or the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing to amend this Agreement to permit such applicability.

## ARTICLE V ANNUAL REVIEW

5.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) calendar days following each anniversary of Effective Date of this Agreement, the Land Owner shall submit to the City Manager written documentation demonstrating good-faith compliance with the terms of this Agreement ("Annual Report"). Failure by the Land Owner to submit the Annual Report in a timely manner shall not itself constitute a breach of this Agreement, unless the City has first given the Land Owner a minimum of thirty (30) calendar days' written notice and the Land Owner fails to submit the Annual Report within thirty (30) calendar days after receipt of such written notice.

5.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any Subsequent Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the recording date or the date of the preceding annual review. The City shall

review all the information contained in such report in determining the Land Owner's good faith compliance with this Agreement.

5.3 Waiver. The City does not waive any claim of defect in performance by the Land Owner if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder. However, in the event that the City, following receipt of the Annual Report for any year, fails to review the information contained therein and/or to determine the Land Owner's good faith compliance with this Agreement within ninety (90) calendar days following the date of such receipt, the Land Owner shall be deemed to be in good faith compliance with regard to the period covered by that Annual Report.

## ARTICLE VI DEFAULT, REMEDIES, AND TERMINATION

6.1 Default. A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("Default").

6.2 Remedies for Default. City and Land Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Land Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Land Owner agree that in the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suits for specific performance to remedy a specific breach, (b) suits for declaratory or injunctive relief, (c) suits for mandamus under Code of Civil Procedure Section 1085, or special writs, and (d) termination or cancellation of this Agreement. Except for attorneys' fees and costs as set forth in Section 11.3 below, monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under Section 3.10 of this Agreement. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Any legal action by a Party alleging a Default must be filed within ninety (90) days from date of declaring such default (the "Declaration of Default") as contained in the Notice of Default as defined below and after following the procedures in Section 6.3 below.

### 6.3 Notice and Procedure Regarding Defaults.

6.3.1 Default by Land Owner. The Land Owner shall be deemed in Default of the terms of this Agreement if a finding is made by the City Manager, upon the basis of substantial evidence, that the Land Owner has not complied with one or more of the material terms or conditions of this Agreement. A default on the part of an Assignee, as defined below, after an Assignment in conformance with all provisions of Section 8.2 below shall not constitute a Default of this Agreement by the Land Owner for those obligations under this Agreement that have been assigned to the Assignee.

(a) If the City Manager believes the Land Owner to be in Default of this Agreement, the City Manager or his or her designee shall make a Declaration of Default by giving the Land Owner thirty (30) calendar days' written notice specifying the nature of the alleged Default (the "Notice of Default") and, when appropriate, the manner in which the Default may be satisfactorily cured. Failure or delay in giving the Notice of Default shall not constitute a waiver of such violation.

(b) The Land Owner may appeal a Declaration of Default by filing a notice of appeal with the City Clerk within the thirty (30) calendar day cure period described in the preceding paragraph. The Land Owner's appeal shall be placed on the agenda of the next regularly scheduled meeting of the City Council, which shall be an open meeting but not a public hearing. If the City Council finds that a Default has occurred and is continuing, the Land Owner shall be given sixty (60) calendar days within which to cure such Default; provided that such time period may be extended by the City Manager for a period not to exceed 180 calendar days, upon a determination that the Land Owner is engaged in making good faith efforts to cure the Default. At the next City Council meeting following expiration of the period allowed by the City Council for curing the Default, or any extension thereof, the City Council shall set forth by motion or resolution its determination as to (i) the continuation of the Default and (ii) any action to be taken, which action may include amendment or termination of this Agreement. Any action to terminate shall be in the form of a resolution supported by written findings and be in compliance with Section 4.1 above.

(c) After proper notice and expiration of the cure period without appeal, cure, or commencement of substantial effort toward a cure by the Land Owner, the City may take unilateral action by adoption of a resolution with written findings to terminate or amend this Agreement.

6.3.2 Default by City. The City shall be deemed in Default of the terms of this Agreement upon failure of the City to carry out any of its obligations hereunder.

(a) If the Land Owner believes the City to be in Default of this Agreement, the Land Owner promptly shall make a Declaration of Default by filing a Notice of Default with the City Manager setting forth the grounds upon which a Default is claimed, facts in support of such grounds, and the means through which such Default may be cured. The City shall have thirty (30) calendar days following the date of receipt of a Notice of Default from Land Owner within which to take action to deny the claim, cure the Default, or undertake substantial action toward the cure.

(b) If the action of the City is unsatisfactory to the Land Owner, the Land Owner may make an appeal to the City Council, provided that, within ten (10) days following the date of receipt of the notice of denial of the claim, or within ten (10) days following the date of expiration of the cure period described in the preceding paragraph, whichever occurs first, the Land Owner files with the City Clerk a notice of appeal to the City Council. The City Council thereafter shall consider this matter on the agenda of its next regularly scheduled meeting, which shall be an open meeting but not a public hearing, at which the Land Owner may present information regarding the alleged violation. Based upon the information presented by the Land Owner, the City Council shall make a determination as to whether the City is in Default of this Agreement, as alleged by the Land Owner.

**ARTICLE VII  
ESTOPPEL CERTIFICATE**

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Default(s). The Party receiving a request under this Article VII shall execute and return the certificate within thirty (30) days following receipt of the request. The City Manager is hereby authorized to execute on behalf of the City any certificate requested by Land Owner. Land Owner and the City acknowledge that a certificate hereunder may be relied upon by transferees and Mortgagees.

**ARTICLE VIII  
TRANSFERS, ASSIGNMENTS**

8.1 Agreement Runs With the Land.

8.1.1 This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

8.1.2 All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to law applicable to such servitudes and covenants, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property hereunder (a) is for the benefit of the Property and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon Land Owner and each successive owner during its ownership of the Property or any portion thereof, and each person or entity having any interest in the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

8.2 Right to Assign.

8.2.1 The Land Owner may assign its rights and obligations hereunder to any other person or entity ("Assignee"), at any time during the term of this Agreement, provided that:

(a) (i) such assignment shall occur in connection with sale, hypothecation or other transfer of a legal or equitable interest in the Property or a portion thereof, including any foreclosure of a mortgage or deed of trust or a deed in lieu of foreclosure, or in connection with formation of a new entity which is the assignee and in which the Land Owner is a partner, member or other form of co-owner, or (ii) such assignment results from the formation, by Land Owner, of a new legal entity, in which Land Owner has an interest, which will own all or a portion of the Property; and

(b) the Assignee demonstrates the following, to the reasonable satisfaction of the City Manager: (i) the ability to perform or secure any public improvement obligations required by the City in connection with the Project or other interest being transferred, as identified in the conditions of approval or elsewhere in the City Approvals; (ii) the financial capabilities to meet the obligations of this Agreement as they relate to that portion of the Project assigned to Assignee; and (iii) its expertise in managing projects similar in size to the Project or other interest being assigned. The City shall give the Land Owner written notice of its satisfaction or dissatisfaction with the proposed Assignee within thirty (30) calendar days of receipt by the City of the information the City requires pursuant to this Section. The City's failure to timely communicate to Land Owner its approval or disapproval shall result in City being deemed to have approved. The City shall, to the extent permitted by law, treat all such information as confidential and proprietary, to be made available solely to City officials and staff required to review it in order to carry out the purposes of this paragraph.

8.2.2 The Land Owner shall give the City notice of any such assignment, and the Assignee shall provide the City with notice acknowledging its acceptance of its obligations hereunder as a successor in interest to the Land Owner. Upon such assignment, the acceptance thereof by the Assignee and provision of the required notices to the City by both the Land Owner and the Assignee, the Land Owner shall be relieved of its rights and obligations hereunder to the extent that such rights and obligations have been specifically transferred to and accepted by the Assignee. Only upon compliance with all of conditions set forth in this Section 8.2 shall there be an assignment hereunder (the "Assignment").

8.2.3 Each Assignee acquiring all or any portion of the Property, and thus becoming an Assignee of the rights and obligations in this Agreement to the extent of such property acquisition, shall be entitled to each and all of the rights, and be subject to each and all of the conditions and obligations, set forth in, and established by, the City Approvals. Subsequent to an Assignment under this Section 8.2, all references in this Agreement to "Land Owner" shall mean and refer, instead, to the Assignee as such references pertain to a portion of the Project acquired by the Assignee.

8.2.4 Upon Assignment and approval of that Assignment as provided in Section 8.2.1 above, such Assignee shall be entitled to all of the rights and be subject to all of the obligations as set forth in this Agreement, as such rights and obligations apply specifically, either wholly or pro-rata, to that portion of the Project to which Assignee has acquired an interest as the result of such Assignment. Such rights and obligations shall include, by way of example only, the obligations concerning Impact Fees and the rights concerning waivers and refunds, each and all as they apply to that portion of the Project so assigned. Any default by the Land Owner in the terms or conditions of this Agreement or in the City Approvals, existing at the time of assignment of any of its rights and obligations hereunder, shall remain the obligation of the Land



Owner, unless the Assignee expressly accepts such obligation and the City expressly approves the assignment of such obligation. Any default by the Assignee in the terms or conditions of this Agreement or in the City Approvals, occurring after the time of assignment of any rights and obligations of the Land Owner to the Assignee, shall be solely the responsibility of that Assignee, and shall not be deemed to be a default by either the Land Owner or any other Assignee and shall not affect the rights occurring to any other portion of the Property pursuant to this Agreement or the City Approvals.

8.3 Release Upon Sale or Completion of Development. At such time as: (a) any single dwelling unit is sold to an individual homebuyer member of the general public; or (b) within a single phase, as described in Section 3.10.2, all on-site and off-site construction is completed in compliance with the City Approvals, and the final inspection or its equivalent is approved by the City for all structures within that phase, then such individual dwelling unit or phase, as applicable, shall be deemed released from all of the restrictions and obligations of this Agreement and shall thereafter be forever conveyed free and clear of the provisions and obligations contained in this Agreement. The release of any dwelling unit or phase, as applicable, from the restrictions of this Agreement shall not otherwise amend, modify, invalidate, release, or terminate the rights and obligations of the Land Owner or any Assignee under this Agreement as to the remainder of the Property subject to this Agreement and not deemed released in accordance with the first sentence of this Section 8.3. If reasonably required, the Parties shall execute such further assurances as may be necessary to confirm the release and termination of the restrictions contained in this Agreement

## ARTICLE IX MORTGAGEE PROTECTION

9.1 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including, but not limited to, City's remedies to terminate the rights of Land Owner (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under Applicable Law.

9.3 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Land Owner or any approved assignee requesting a copy of any Notice of Default given Land Owner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Land Owner's cost), concurrently with service to Land Owner, any notice given to Land Owner with respect to any claim by City the Land Owner is in Default under this Agreement, and if City issues a Declaration of Default, City shall, if so requested by the Mortgagee, likewise serve at Mortgagee's cost (or Land Owner's cost) notice on the Mortgagee concurrently with service on Land Owner. Each Mortgagee shall have the right, but not the obligation, during the same period available to Land Owner to cure or remedy, or to commence to cure or remedy, the event of Default claimed in the Notice of Default or Declaration of Default, and City will accept such cure or remedy as though performed by Land Owner.

9.4 No Supersedure. Nothing in this Article IX shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Article IX constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 9.3 above.

9.5 Mortgagee Protection. The Parties hereto agree that this Agreement shall not prevent or limit the Land Owner, in any manner, at Land Owner's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing may require certain interpretations and modifications to this Agreement and agrees, upon request, from time to time, to meet with the Land Owner and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including, without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure (also deemed a Mortgagee) on the Property shall be entitled to the following rights and privileges.

## ARTICLE X NOTICES

10.1 Notices. Notices, demands, correspondence and communications between City and Land Owner shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express or DHL to the offices of City and Land Owner indicated below, provided that a receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City:

City Manager  
City of San Bernardino  
300 North "D" Street, 6<sup>th</sup> Floor  
San Bernardino, California 92418

With copy to:

City Attorney  
City of San Bernardino  
300 North "D" Street, 6<sup>th</sup> Floor  
San Bernardino, California 92418

Land Owner:

Executive Director  
Housing Authority of the County of San Bernardino  
715 East Brier Drive  
San Bernardino, California 92408

With Copy to:

Goldfarb & Lipman LLP  
1300 Clay Street, Eleventh Floor  
Oakland, CA 94612  
Attn: Barbara Kautz

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given and received on the earlier of the date personal delivery is made or on the delivery date or attempted delivery date shown on the return receipt or air bill. Counsel for a Party may provide notice for each Party with the same force and effect as if notice were given by the Party.

**ARTICLE XI  
MISCELLANEOUS**

**11.1 Third-Party Legal Challenge.**

11.1.1 Actions of the Parties. In the event of any legal action, claim, or proceeding instituted by a third party challenging the validity of any provision of this Agreement, the City Approvals, or the Subsequent Approvals ("Third Party Challenge"), the City shall actively defend against any such action or proceeding, including taking all reasonable measures to protect the enforceability of the Agreement. The Land Owner shall pay all actual, reasonable legal expenses associated with such defense. The Parties shall cooperate in defending against any such challenge. The City shall consult regularly with the Land Owner regarding such defense and shall notify the Land Owner of any significant developments relating to the action or proceeding. During the entire course of any such challenge, including any review up to a court of final jurisdiction, this Agreement shall remain in full force and effect. Under no circumstances shall Land Owner be required to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Land Owner.

11.1.2 Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court

in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

11.2 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

11.3 Applicable Law/Venue/Attorneys' Fees and Costs. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Bernardino, State of California. Should any legal action or arbitration be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court, including without limitation costs and fees that may be incurred on appeal. The costs, salary, and expenses of the City Attorney and members of his office in connection with that action shall be considered as "attorneys' fees" for the purpose of this Agreement.

11.4 Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

11.5 Severability. Except as otherwise provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement based on such determination.

11.6 Nondiscrimination. Land Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

11.7 Land Owner Right to Rebuild. City agrees that Land Owner may renovate or rebuild a development located on the Property within the Term of this Agreement should it become necessary due to natural disaster. Any such renovation or rebuilding shall comply with the Applicable Law and this Agreement.

11.8 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

11.9 Agreement is Entire Understanding. This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

11.10 Interpretation. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

11.11 Recordation of Termination. Upon termination of this Agreement, a written statement acknowledging such termination shall be executed by Land Owner and City and shall be recorded by City in the Official Records of San Bernardino County, California.

11.12 Signature Pages; Execution in Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

*[Signatures on the Following Page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF SAN BERNARDINO,  
a municipal corporation and charter city

HOUSING AUTHORITY OF THE COUNTY  
OF SAN BERNARDINO, a public body,  
corporate and politic

By: \_\_\_\_\_  
Allen J. Parker, City Manager

By: \_\_\_\_\_  
Daniel J. Nackerman, President/CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Georgeann Hanna, City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
Gary D. Saenz, City Attorney

By: *Glenn Crider*

Dated: 2/13/14

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

*Notary*

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All that property in the City of San Bernardino, County of San Bernardino, further described as:

Real property in the San Bernardino County of San Bernardino, State of California, described as follows:

PARCEL A: (APN: 0147-211-01-0-000 THROUGH 0147-211-04-0-000)

LOTS 11, 12, 13 AND 14, IN BLOCK 42, RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2 RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM A PARCEL 150 FEET BY 150 FEET IN THE NORTHWEST CORNER OF LOT 11; AND THE EAST 300 FEET OF LOT 14.

PARCEL B: (APN: 0147-181-33-0-000)

THE WEST 40 FEET OF PARCEL 1 OF PARCEL MAP NO. 14951, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP ON FILE IN BOOK 185, PAGES 85 AND 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 0147-181-35-0-000)

THE WEST 40 FEET OF PARCEL 2 OF PARCEL MAP NO. 14951, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP ON FILE IN BOOK 185, PAGES 85 AND 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



**EXHIBIT B****CONCESSIONS PURSUANT TO DENSITY BONUS LAW**

1. A twenty-five percent (25%) maximum density bonus is granted to increase the maximum density of the mixed-income non-senior units from twelve (12) to fifteen (15) units per acre, and a fifty percent (50%) maximum density increase is granted to increase the maximum density of the senior units from twelve (12) to eighteen (18) units per acre, for a maximum of four hundred eleven (411) dwelling units in the Project. Density shall be calculated for the overall Project rather than for each separate phase of development.
2. Three concessions are hereby granted, as described below:
  - a. **Private Open Space**. Dwelling units with private patios that are smaller in area than those required by the City's zoning ordinance as shown in the table below.

**Concession #1:** Private Open Space requirements.

Unit	Unit Type	Unit Description	Unit Size	Required: Private Open Space (sq ft)	Provided: Private Open Space (sq ft)
1 BR	A1	1 BR – seniors	576 sqft	n/a*	102
	A2	1 BR flat – singles/couples	618 sqft	155	104
2 BR	B1	2 BR flat (accessible)	813 sqft	203	105
	B2.1	2 BR townhouse (2 story)	998 sqft	250	269
	B2.2	2 BR townhouse (2 story)	997 sqft	249	282
	B3	2 BR flat (senior building manager unit)	1,088 sqft	n/a*	154
3 BR	C1	3 BR townhouse (2 story)	1,241 sqft	300	267
	C2	3 BR townhouse (2 story accessible)	1,234 sqft	300	294
	C3.1	3 BR townhouse (3 story 20' wide)	1,458 sqft	300	308
	C3.2	3 BR townhouse (3 story 20' wide)	1,455 sqft	300	308
	C4	3 BR shop house (3 story 25' wide)	1,614 sqft	300	200
4 BR	D1.1	4 BR townhouse	1,478 sqft	300	289
	D1.2	4 BR townhouse (accessible)	1,478 sqft	300	289
*Part of Senior Building – Private Open Space requirements do not apply.					

b. **Parking Requirements.** Parking for the Project as shown in the table below.

**Concession #2:** Parking:

Residential Parking Proposed							
Unit Type	# of units	off-street covered pkg per unit proposed	off-street uncovered pkg per unit proposed	Total off-street parking proposed	Total on-street parking (private streets)	Total Parking proposed	Residential Parking Ratio (spaces/unit)
Senior	73	0.0	1.0	73.0	3	76	
1 Bedroom	57	0.0	1.0	57.0		57	
2 Bedroom	137	2.0	0.0	274.0		274	
3 Bedroom	133	2.0	0.0	266.0		266	
4 Bedroom	11	2.0	0.5	27.5		28	
unassigned spaces				28.0	190	218	
<b>Total</b>	<b>411</b>			<b>725.5</b>	<b>193</b>	<b>919</b>	<b>2.23</b>

Non-Residential Parking				
	Area (sqft)	Parking required per use	Parking Required	Parking Spaces Proposed
Recreation and Community Centers	93,350 sqft		TBD*	129
Administration Building	7,387 sqft	1 space/250sqft	30	7
Existing Central Shop, Maintenance Bldg, Community Garden Bldg	18,394 sqft	1 space / 1,000 sqft	18.4	32
<b>Total</b>			<b>168</b>	

\* The unique program of the existing community center does not fall under any existing parking requirement category for the City of San Bernardino. Further discussions with the city are needed to determine the required parking standards for this program.

- c. **Setbacks.** Reduced setbacks shown in the table below.

**Concession #3: Setbacks.**

<b>RM (Residential Medium) Zone</b>	<b>Required</b>	<b>Provided</b>
Front Yard	20'-0" min. (25' avg)	16'-9" min.
Side Yard: 2 story	10'-0" min (+1' per 15' wall length)	6'-3" min.
Rear Yard	10'-0"	10'-0" min.
Distance between Buildings	20'-0"	6'-10" min.

EXHIBIT C

## CURRENT PROCESSING FEE SCHEDULE

**SCHEDULE OF FEES**
**Building & Safety Division,  
Community Development Department**

300 North D Street, San Bernardino, CA 92418  
 Ph: (909) 384-5071 Fax: (909) 384-3089  
 Website: www.sbcity.org

**I. Plan Review and Building Permits Fees**

The plan review and building permit fees applicable to building construction projects in the City of San Bernardino are provided in the following tables. These fees are collected to cover the costs of the plan review and building inspection services provided as part of the building permit process.

These fees do not include Development Impact Fees, School Fees, Engineering Division Fees, Planning Division Fees, Water Department Fees, Health Department Fees, or other fees collected for other purposes, unless noted otherwise.

**A. Determining Plan Review Fees**

In order to determine the Plan Review Fee for a project the following procedure should be followed:

1. **Plan Review Deposit (all except 1 and 2 family dwellings):**
  - a.) Identify the Construction Cost Factor in Table 2 based on the building's occupancy group (use) and type of construction, then multiply this factor by the square footage of the use. The result is the valuation of the construction. If the building contains mixed uses, compute the valuation of each distinct use and add the valuations together to get the total valuation of the building.
  - b.) Find the appropriate valuation range in the left-hand column of Table 3 that corresponds to the total valuation. Select the appropriate column (residential or commercial) to determine the plan review deposit fee.
2. **Total Plan Review Fees:**  
 The Total Plan Review Fee is the sum of the following fee components, when applicable:
 
$$\text{Total} = \text{Plan Review Deposit} + \text{Expeditious Plan Review} + \text{E/P/M Plan Review} + \text{Energy Plan Review} + \text{Fire Plan Review} + \text{Accessibility Plan Review} + \text{Zoning Review}$$
3. **Hourly Plan Review Rate**  
 The hourly rate for in-house plan review is \$94.15. When expeditious review is requested by the applicant and performed by an outside vendor, any plan review billed hourly shall be at the vendor's prevailing hourly rate, which is typically higher than the City rate.
4. **One & Two Family Residential Construction – Plan Review**  
 Plan reviews of new single-family and duplex residential construction, additions or alteration thereto, will be performed at the hourly rate. Repetitive tract housing units will be billed at one hour. The plan review deposit for new 1 & 2 family dwellings is equal to 5 hours. The deposit for additions is equal to 3 hours.

## B. Determining Building Permit Fees

### 1. Single-family Residential Construction

#### A. Additions

- Additions without a bath or kitchen: \$1.39 per sq. ft.
- Additions with a bath or kitchen: \$1.54 per sq. ft.
- Minimum fee for additions: \$300
- Maximum fee for additions up to 1200 sq. ft.: \$1166
- The fee for additions over 1200 sq. ft. is as indicated in Table 1B

#### B. New Single-family Tract Homes (constructed in phases of five or more homes)

- Refer to Table 1A

#### C. New Single-family Infill or Custom Homes

- Refer to Table 1B

### 2. Commercial, Industrial, and Multifamily

#### Basic Building Permit Fee:

The basic building permit fee is listed in the 2<sup>nd</sup> column of Table 3.

#### Total Building Permit Fee:

The Total Building Permit Fee is the sum of the following fee components, when applicable:

**Total = Basic Building Permit Fee + Issuance Fees + Elec/Plbg/Mech Permit Fees +  
Certificate of Occupancy Fee + SMIP Fee\* + Cultural Development Impact Fee + Archive  
Fee + Technology Fee**

(\*SMIP = Strong Motion Instrumentation Program Fees)

## BUILDING VALUATION DATA

The Community Development Department uses the following cost factors (dollars per square foot) to determine project valuation under Section 304.2 of the Uniform Administrative Code as adopted by the City of San Bernardino. Plan check and building permit fees for occupancies other than single-family residences are based on value of the project per Section 304. Valuation of a project is determined by the Building Official. The cost factors contained in Table 2 are used to calculate building valuation, which in turn is used to determine permit and plan check fees in Table 3. Valuation may or may not have a resemblance to actual square foot cost of a project. In most cases the costs indicated are below market rates compared to a bid, contract price, assessed value or sales price. The use of these cost factors by the City simply assures consistency and uniformity in the amount of fees collected for projects of similar size, construction, and occupancy.

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Table 2 (continued)	Other Costs	UNIT CONSTRUCTION COST
BLOCK WALLS:	- 4' high	\$30.00 /ln. ft.
	- 5' high	\$37.00 /ln. ft.
	- 6' high	\$44.00 /ln. ft.
	- other	\$7.35 /sq. ft.
DEMOLITION:	(valuation = contract price)	(valuation = contract price)
DRYWALL		\$18.00 /sheet
FIREPLACE		\$3000.00 ea.
PATIOS, PORCHES		\$19.55 /sq. ft.
PATIO SLAB ONLY WITH FOOTING		\$6.45 /sq. ft.
PATIO COVER ONLY		\$13.10 /sq. ft.
REROOFING: (1 square = 100 sq. ft.)		
- Built-up		\$210.00/square
- Composition Shingles		\$165.00/square
- Shake or Tile		\$320.00/square
- Resheathing		\$ 96.00/square
SIGNS:	(by valuation)	
SIDING, EXTERIOR		\$3.00/sq. ft.
STUCCO:		\$4.44 /sq. ft.
SWIMMING POOLS AND SPAS - GUNITE	(valuation = contract price)	
- MANUFACTURED ABOVE-GROUND POOL/SPA		\$125/\$75
TENANT IMPROVEMENT	(Use 30% of cost per square foot)	30%
WINDOW CHANGE OUTS (per window)		\$370.00 ea.

\* Deduct 20 % for shell only buildings.      \*\* Use 30% for tenant improvements.

**TABLE 3 Plan Review and Building Permit Fees  
Commercial, Industrial, and Multifamily Residential Occupancies**

Note: The following table provides basic permit and plan review fees based on valuation for commercial, industrial, and multifamily residential occupancies. Additional fees for permit issuance, electrical, plumbing, mechanical, development impacts, sewer capacity, schools, etc may apply.

TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total	TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total
1,000 - 500	60.00	14.25	74.25				
501 - 600	60.00	16.15	76.15				
601 - 700	60.00	18.05	78.05				
701 - 800	60.00	19.95	79.95				
801 - 900	60.00	21.85	81.85				
901 - 1,000	60.00	23.75	83.75				
1,001 - 1,100	60.00	25.65	85.65	30,001 - 31,000	291.00	276.45	567.45
1,101 - 1,200	60.00	27.55	87.55	31,001 - 32,000	297.50	282.63	580.13
1,201 - 1,300	60.00	29.45	89.45	32,001 - 33,000	304.00	288.80	592.80
1,301 - 1,400	60.00	31.35	91.35	33,001 - 34,000	310.50	294.98	605.48
1,401 - 1,500	60.00	33.25	93.25	34,001 - 35,000	317.00	301.15	618.15
1,501 - 1,600	60.00	35.15	95.15	35,001 - 36,000	323.50	307.33	630.83
1,601 - 1,700	60.00	37.05	97.05	36,001 - 37,000	330.00	313.50	643.50
1,701 - 1,800	60.00	38.95	98.95	37,001 - 38,000	336.50	319.68	656.18
1,801 - 1,900	60.00	40.85	100.85	38,001 - 39,000	343.00	325.85	668.85
1,901 - 2,000	60.00	42.75	102.75	39,001 - 40,000	349.50	332.03	681.53
				40,001 - 41,000	356.00	338.20	694.20
				41,001 - 42,000	362.50	344.38	706.88
2,001 - 3,000	60.00	51.30	111.30	42,001 - 43,000	369.00	350.55	719.55
3,001 - 4,000	63.00	59.85	122.85	43,001 - 44,000	375.50	356.73	732.23
4,001 - 5,000	72.00	68.40	140.40	44,001 - 45,000	382.00	362.90	744.90
5,001 - 6,000	81.00	76.95	157.95	45,001 - 46,000	388.50	369.08	757.58
6,001 - 7,000	90.00	85.50	175.50	46,001 - 47,000	395.00	375.25	770.25
7,001 - 8,000	99.00	94.05	193.05	47,001 - 48,000	401.50	381.43	782.93
8,001 - 9,000	108.00	102.60	210.60	48,001 - 49,000	408.00	387.60	795.60
9,001 - 10,000	117.00	111.15	228.15	49,001 - 50,000	414.50	393.78	808.28
10,001 - 11,000	126.00	119.70	245.70	50,001 - 51,000	419.50	398.05	817.55
11,001 - 12,000	135.00	128.25	263.25	51,001 - 52,000	423.00	402.33	825.33
12,001 - 13,000	144.00	136.80	280.80	52,001 - 53,000	428.00	406.60	834.60
13,001 - 14,000	153.00	145.35	298.35	53,001 - 54,000	432.50	410.88	843.38
14,001 - 15,000	162.00	153.90	315.90	54,001 - 55,000	437.00	415.15	852.15
15,001 - 16,000	171.00	162.45	333.45	55,001 - 56,000	441.50	419.43	860.93
16,001 - 17,000	180.00	171.00	351.00	56,001 - 57,000	446.00	423.70	869.70
17,001 - 18,000	189.00	179.55	368.55	57,001 - 58,000	450.50	427.98	878.48
18,001 - 19,000	198.00	188.10	386.10	58,001 - 59,000	455.00	432.25	887.25
19,001 - 20,000	207.00	196.65	403.65	59,001 - 60,000	459.50	436.53	896.03
20,001 - 21,000	216.00	205.20	421.20	60,001 - 61,000	464.00	440.80	904.80
21,001 - 22,000	225.00	213.75	438.75	61,001 - 62,000	468.50	445.08	913.58
22,001 - 23,000	234.00	222.30	456.30	62,001 - 63,000	473.00	449.35	922.35
23,001 - 24,000	243.00	230.85	473.85	63,001 - 64,000	477.50	453.63	931.13
24,001 - 25,000	252.00	239.40	491.40	64,001 - 65,000	482.00	457.90	939.90
25,001 - 26,000	258.00	245.10	503.10	65,001 - 66,000	486.50	462.18	948.68
26,001 - 27,000	265.00	251.75	516.75	66,001 - 67,000	491.00	466.45	957.45
27,001 - 28,000	271.00	257.45	528.45	67,001 - 68,000	495.50	470.73	966.23
28,001 - 29,000	278.00	264.10	542.10	68,001 - 69,000	500.00	475.00	975.00
29,001 - 30,000	284.00	269.80	553.80	69,001 - 70,000	504.50	479.28	983.78

s://fees/schedule of fees (revised Sept. 8, 2008)



TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total	TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total
70,001 - 71,000	509.00	483.55	992.55	120,001 - 121,000	713.00	677.35	1390.35
71,001 - 72,000	513.50	487.83	1001.33	121,001 - 122,000	716.50	680.68	1397.18
72,001 - 73,000	518.00	492.10	1010.10	122,001 - 123,000	720.00	684.00	1404.00
73,001 - 74,000	522.40	496.38	1018.78	123,001 - 124,000	723.50	687.33	1410.83
74,001 - 75,000	527.00	500.65	1027.65	124,001 - 125,000	727.00	690.65	1417.65
75,001 - 76,000	531.50	504.93	1036.43	125,001 - 126,000	730.50	693.98	1424.48
76,001 - 77,000	536.00	509.20	1045.20	126,001 - 127,000	734.00	697.30	1431.30
77,001 - 78,000	540.40	513.38	1053.78	127,001 - 128,000	737.50	700.63	1438.13
78,001 - 79,000	545.00	517.75	1062.75	128,001 - 129,000	741.00	703.95	1444.95
79,001 - 80,000	549.50	522.03	1071.53	129,001 - 130,000	744.50	707.28	1451.78
80,001 - 81,000	554.00	526.50	1080.50	130,001 - 131,000	748.00	710.60	1458.60
81,001 - 82,000	558.50	530.58	1089.08	131,001 - 132,000	751.50	713.93	1465.43
82,001 - 83,000	563.00	534.85	1097.85	132,001 - 133,000	755.00	717.25	1472.25
83,001 - 84,000	567.50	539.13	1106.63	133,001 - 134,000	758.50	720.58	1479.08
84,001 - 85,000	572.00	543.40	1115.40	134,001 - 135,000	762.00	723.90	1485.90
85,001 - 86,000	576.00	547.68	1123.68	135,001 - 136,000	765.50	727.23	1492.73
86,001 - 87,000	581.00	551.95	1132.95	136,001 - 137,000	769.00	730.55	1499.55
87,001 - 88,000	585.00	556.23	1141.23	137,001 - 138,000	772.50	733.88	1506.38
88,001 - 89,000	590.00	560.50	1150.50	138,001 - 139,000	776.00	737.20	1513.20
89,001 - 90,000	594.50	564.78	1159.28	139,001 - 140,000	779.50	740.53	1520.03
90,001 - 91,000	599.00	569.05	1168.05	140,001 - 141,000	783.00	743.85	1526.85
91,001 - 92,000	603.50	573.33	1176.83	141,001 - 142,000	786.50	747.18	1533.68
92,001 - 93,000	608.50	577.60	1186.10	142,001 - 143,000	790.00	750.50	1540.50
93,001 - 94,000	612.50	581.88	1194.38	143,001 - 144,000	793.50	753.83	1547.33
94,001 - 95,000	617.00	586.15	1203.15	144,001 - 145,000	797.00	757.15	1554.15
95,001 - 96,000	621.50	590.43	1211.93	145,001 - 146,000	800.50	760.98	1560.98
96,001 - 97,000	626.00	594.70	1220.70	146,001 - 147,000	804.00	763.80	1567.80
97,001 - 98,000	630.50	598.98	1229.48	147,001 - 148,000	807.50	767.13	1574.63
98,001 - 99,000	635.00	603.25	1238.25	148,001 - 149,000	811.00	770.45	1581.45
99,001 - 100,000	639.50	607.53	1247.03	149,001 - 150,000	814.50	773.78	1588.28
100,001 - 101,000	643.00	610.85	1253.85	150,001 - 151,000	818.00	777.10	1595.10
101,001 - 102,000	646.50	614.18	1260.68	151,001 - 152,000	821.50	780.43	1601.93
102,001 - 103,000	650.00	617.50	1267.50	152,001 - 153,000	825.00	783.75	1608.75
103,001 - 104,000	653.50	620.83	1274.33	153,001 - 154,000	828.50	787.08	1615.58
104,001 - 105,000	657.00	624.15	1281.15	154,001 - 155,000	832.00	790.40	1622.40
105,001 - 106,000	660.50	627.48	1287.98	155,001 - 156,000	835.50	793.73	1629.23
106,001 - 107,000	664.00	630.80	1294.80	156,001 - 157,000	839.00	797.05	1636.05
107,001 - 108,000	667.50	634.11	1301.61	157,001 - 158,000	842.50	800.38	1642.88
108,001 - 109,000	671.00	637.45	1308.45	158,001 - 159,000	846.00	803.70	1649.70
109,001 - 110,000	674.50	640.78	1315.28	159,001 - 160,000	849.50	807.03	1656.53
110,001 - 111,000	678.00	644.10	1322.10	160,001 - 161,000	853.00	810.35	1663.35
111,001 - 112,000	681.50	647.43	1328.93	161,001 - 162,000	856.50	813.68	1670.18
112,001 - 113,000	685.00	650.75	1335.75	162,001 - 163,000	860.00	817.00	1677.00
113,001 - 114,000	688.50	654.08	1342.58	163,001 - 164,000	863.50	820.33	1683.83
114,001 - 115,000	692.00	657.40	1349.40	164,001 - 165,000	867.00	823.65	1690.65
115,001 - 116,000	695.50	660.73	1356.23	165,001 - 166,000	870.50	826.98	1697.48
116,001 - 117,000	699.00	664.05	1363.05	166,001 - 167,000	874.00	830.30	1704.30
117,001 - 118,000	702.50	667.38	1369.88	167,001 - 168,000	877.50	833.63	1711.13
118,001 - 119,000	706.00	670.70	1376.70	168,001 - 169,000	881.00	836.95	1717.95
119,001 - 120,000	709.50	674.03	1383.53	169,001 - 170,000	884.50	840.28	1724.78
For higher valuations use the formulas below.							

**Building Permit Fees:**

For valuation ranges beyond the scope of the above table the following formulas can be used to determine the basic building permit fee:

Where the valuation (V) is between \$100,000.00 and \$500,000.00 -- \$639.50 for first \$100,000.00 and \$3.50 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$639.50 + \left( \frac{V-100,000}{1000} \right) (3.50)$$

Where the valuation (V) is between \$500,000.00 thru \$1,000,000.00 -- \$2,039.50 for first \$500,000.00 and \$3.00 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$2039.50 + \left( \frac{V-500,000}{1000} \right) (3.00)$$

Where the valuation (V) is \$1,000,000.00 or greater -- \$3,539.50 for first \$1,000,000.00 and \$2.00 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$3539.50 + \left( \frac{V-1,000,000}{1000} \right) (2.00)$$

**Plan Review Fees:**

For valuation ranges beyond the scope of this table the Plan Review fee shall be as follows:

Commercial/Industrial and Multifamily Residential: 95% of the calculated building permit fee

<b>Table 4 ELECTRICAL FEES</b>	
Single-family Residential Rewire (plus service)	\$ 056
Apartments, condominiums per sq. ft. (plus service)	\$ .050
Commercial buildings per sq. ft. (plus service)	\$ 015
<b>Electrical Service :</b> Up to 200 amps	\$30.50
200 amps to 1000 amps	\$62.15
1000 amps and over	\$124.30
<b>Subpanels</b>	18.20
<b>Temporary Power Poles</b>	\$23.50
Meter pole	\$ 12.30
Each extension pole (no meter)	
<b>Unit Schedule</b>	\$ 1.10
Receptacles, lights, switches-first 20, each	\$ .73
After 20, each	\$ 4.75
Range/oven, washer/dryer, a/c unit, evaporative cooler, each	
<b>Electrical Signs (for electrical work -- does not include the sign structure)</b>	\$24.60
Additional branch circuit within same sign	\$ 4.75
<b>Meter Reset</b>	\$40.00
When issued in conjunction with other work	\$11.00
Each additional meter on same building or lot	\$10.00
<b>Minimum Fee</b>	\$60.00
<b>Solar Energy Systems</b>	No Charge
<b>Private Swimming Pools</b>	\$49.50
<b>Power Apparatus (motors, generators, transformer, industrial heating, cooling or cooking equipment, etc.)</b>	
- Up to 1 hp	\$ 4.75
- Over 1 to 10 hp	\$12.30
- Over 10 to 50 hp	\$24.60
- Over 50 to 100 hp	\$49.50
- Over 100 hp	\$74.50
<b>Carnivals and Circuses</b>	
- Generators and Electrically Driven Rides	\$23.50
- Mechanically Driven Rides, Walk-thru attractions w/elec. lighting	\$ 7.25
- System of area booth lighting	\$ 7.25

<b>Table 5 Plumbing Fees</b>	
Plumbing fixture, each	\$ 9.80
Gas meter reset (gauge test required)	\$40.00
Gas meter reset (when issued in conjunction w/other work)	\$11.00
Gas meter-each additional meter on same building or lot	\$10.00
House sewer, each	\$24.65
Cesspool	\$37.25
Private Sewage Disposal System	\$74.50
Demo Septic/Pit	\$22.00
Water heater, each	\$12.30
Repair or alteration of drainage or vent piping	\$ 4.75
Gas piping system of 1 to 5 outlets	\$ 6.15
Each additional outlet over 5, per outlet	\$ 1.10
Industrial Waste, pretreatment interceptor, except kitchen type grease interceptors, functioning as fixture traps.	\$19.90
Water Piping installation, alteration or repair	\$ 4.75
Drainage/vent Piping	\$4.75
Lawn Sprinkler System on any one meter	\$ 14.80
Rainwater systems-per drain (inside building)	\$9.80
Minimum Fee	\$60.00
Solar Energy Systems	No Charge

<b>Table 6 Mechanical Fees</b>	
FAU to 100,000 BTU	\$14.80
FAU over 100,000 BTU	\$18.20
A/C unit up to 3 tons	\$14.80
A/C unit over 3 tons up to 15 tons	\$27.15
Twin-pack (new or replacement, includes gas or electric)	\$29.60
Wall heater, floor furnace, suspended heater	\$14.80
Evaporative cooler	\$10.65
Bath exhaust fan	\$ 7.25
Grease hood and duct systems	\$10.65
Duct alter	\$10.65
Air-handling unit HVAC	\$10.65

Table 7 Mobile Home Park Fees	
Installation/Set-up	\$196
Earthquake Bracing Systems	\$196
Accessory Buildings (Cabanas, Ramadas, Patios, Blockwalls, Garages, Awnings, Carports, Porches, etc.)	
- Without Standard Plans	Based on valuation
- With Standard Plans	\$196
<b>Fees For Constr./Alteration of Mobilehome Park Facilities</b>	
- For Each Lot	\$ 5.75
- Electrical Fee: Park Service	\$14.00
- Street Lights	\$ 3.00
- Unit Substation/Secondary Distribution Transformer	\$10.50
- Alter/Replace Service or Transformer	\$10.50
- Mobilehome Lot Service	\$7.00
- Alter/repair/replace lot service	\$7.00
Plan Review Fees (not charged to HCD Standard Plans)	Based on valuation
<b>Plumbing Fees</b>	
Park Drain System	\$14.00
Private Sewage Disposal or Water Treatment System	\$14.00
Lot Drain Inlet	\$ 7.00
Alter/Repair of Drainage/Vent Piping	\$ 7.00
Park Water System	\$ 7.00
Water Service Outlets (water meters)	\$ 4.25
Fire Hydrant or Riser	\$ 4.25
Water Conditioner	\$ 4.25
Plumbing Fixtures/Equipment (alter/repair/replace)	\$ 4.25
Park Gas Piping System	\$ 7.00
LPG or Natural Gas Tank of 60 gal. or more	\$ 7.00
Mobilehome Lot Gas Outlet Riser	\$ 4.25
Gas Distribution Equipment (alter/repair/replace)	\$ 4.25
Miscellaneous Equipment (each installation)	\$ 7.00

Table 8 Miscellaneous Fees	
Permit Issuance Fees (to be included on all permits)	\$40.00
Supplemental Issuance Fee:	\$10.00
Minimum Permit Fee	\$60.00
Inspections - Hourly	\$94.45
Reinspection Fee	\$94.45
Inspection Outside Normal Business Hours	\$188.90 + \$94.45/hr. beyond 2 hr
Zoning Consistency Review Fee (Bldg. Permits, Demo, etc)	\$54.00
Certificate of Occupancy	\$475.08
(if included on building permit)	\$133.62
<b>Strong Motion Instrumentation Program (SMIP) Fees:</b>	Residential = .0001 x Valuation
Strong Motion Instrumentation Program (SMIP) fees are imposed by the State of California and provide funding for seismic monitoring and instrumentation throughout the State.	Com/Ind. = .00021 x Valuation (including hotels)
<b>Technology Fee</b>	2% of plan review & permit fees
<b>Archive Fees</b>	
- Per Permit or Application	\$1.00
- Plans	\$2.00/sheet
- Documents	\$ .25/page



**Engineering Division**  
Development Services Department

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
Phone: (909) 384-5111 Fax: (909) 384-5115  
Website: [www.sbcity.org](http://www.sbcity.org)

**ENGINEERING DIVISION SCHEDULE OF FEES**

Fees Effective: July 18, 2009

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Basic Permit Fees:</b>					
- Engineering Permit		\$45.00	\$ .90	\$1.00	\$46.90
- Blanket Permit		\$53.00	\$1.06	\$1.00	\$55.06
- Permit Extension		\$43.00	\$ .86	\$1.00	\$44.86
<b>Permanent Encroachment Permit</b>	\$625.00	\$45.00	\$12.50	\$1.00	\$683.50
<b>Temporary Encroachment Permit:</b>					
- No Lane Closure	\$25.00	\$45.00	\$1.40	\$1.00	\$74.80
- With Lane Closure (First Day)	\$136.00	\$45.00	\$3.62	\$1.00	\$185.62
- Each Additional Day	\$60.00	*	\$1.20	*	\$61.20
<b>Combo Lane Closure With Excavation</b>	\$286.00	\$53.00	\$6.78	\$1.00	\$346.78
<b>Special Events Encroachment Permit:</b>					
- With A Lane Closure	\$500.00	\$45.00	\$10.90	\$1.00	\$556.90
- With A Street Closure	\$514.00	\$45.00	\$11.18	\$1.00	\$571.18
- Road Closure (First Day)	\$302.00	\$45.00	\$6.94	\$1.00	\$354.94
- Road Closure (Each Additional Day)	\$302.00	*	*	*	\$302.00
<b>Oversize Load Permit/Building Move:</b>					
- One Day Permit (State Fee)	\$17.00	*	\$ .34	\$1.00	\$18.34
- Annual Permit (State Fee)	\$95.00	*	\$1.90	\$1.00	\$97.90
<b>Hauling Permit:</b>					
- First Day	\$393.00	\$45.00	\$7.86	\$1.00	\$446.86
- Each Additional Day	\$100.00	*	\$2.00	*	\$102.00
<b>Excavation Permit (Per Day)</b>	\$150.00	\$45.00	\$3.90	\$1.00	\$199.90

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Traffic Study Report</b>					
- Base Fee	\$719.00	*	\$14.38	\$.25	\$733.63
- Extended Review (Per Hour)	\$80.00	*	\$1.60	*	\$81.60
<b>Final Map or Parcel Map Review:</b>					
- Base Fee	\$2,210.00	*	\$44.20	\$2.00	\$2,256.20
- Per Lot Fee	\$55.00	*	+ 2%		
- Each Additional Review	\$135.00	*	\$2.70	*	\$137.70
- Final Map Continuance	\$404.00	*	\$8.08	*	\$412.08
- Certificate of Correction (Per Hour)	\$97.00	*	\$1.94	\$2.00	\$100.94
<b>Off-Site Improvement Plan Check Fee/Based on Construction Cost Estimate Minimum \$50.00 Charge</b>					
	4%	*	+ 2%	\$2.00	
<b>On-Site Improvement Plan Check Fee/Based on Construction Cost Estimate</b>					
	2%	*	+ 2%	\$2.00	
<b>Grading Plan Check Fees:</b>					
- 50 or Less Cubic Yards (CY)	No Fee	*	*	*	*
- 51 - 100 Cubic Yards (CY)	\$15.00	*	\$.30	\$2.00	\$17.30
- 101 - 1,000 Cubic Yards (CY)	\$22.50	*	\$.45	\$2.00	\$24.95
- 1,001 - 10,000 Cubic Yards (CY)	\$30.00	*	\$.60	\$2.00	\$32.60
- 10,001 - 100,000 Cubic Yards (CY)	\$30.00/\$15.00 additional 10,000 CY	*	+ 2%	\$2.00	
- 100,001 - 200,000 Cubic Yards (CY)	\$165.00/\$9.00 additional 10,000 CY	*	+ 2%	\$2.00	
- 200,001 Cubic Yards (CY) and up	\$255.00/\$4.50 additional 10,000 CY	*			
<b>Four or More Plan Checks</b>	\$85.00	*	+ 2%	\$1.00	
<b>Review Revisions to Approved Plans</b>	\$137.00	*	\$2.74	\$2.00	\$141.74
<b>Review Fee:</b>					
- Certificates of Compliance	\$828.00	*	\$16.56	\$.25	\$844.81
- Lot Merger	\$828.00	*	\$16.56	\$.25	\$848.81
- Lot Line Adjustment - Single Family/Owner Occupied	\$414.00	*	\$8.28	\$.25	\$422.53
- Lot Line Adjustment - Commercial/Industrial	\$828.00	*	\$16.56	\$.25	\$844.81

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Off-Site Construction Inspection</b>					
Fee/Based on Construction Cost Estimate	4%	*	+ 2%	*	
<b>On-Site Construction Inspection</b>					
Fee/Based on Construction Cost Estimate	3%		+ 2%	*	
<b>Grading Inspection Fees:</b>					
- 50 or Less Cubic Yards (CY)	No Fee	*	*	*	*
- 51 - 100 Cubic Yards (CY)	\$150.00	*	\$3.00	*	\$153.00
- 101 - 1,000 Cubic Yards (CY)	\$225.00	*	\$4.50	*	\$229.00
- 1,001 - 10,000 Cubic Yards (CY)	\$300.00	*	\$6.00	*	\$606.00
- 10,001 - 100,000 Cubic Yards (CY)	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
- 100,001 - 200,000 Cubic Yards (CY)	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
- 200,001 Cubic Yards (CY) and up	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
<b>Blanket Permit Inspection (Per Location)</b>	\$73.00	*	\$1.46	*	\$74.46
<b>Re-inspection</b>	\$59.00	*	\$1.18	*	\$60.18
<b>Bond Release Inspection</b>	\$59.00	*	\$1.18	\$1.00	\$61.18
<b>After Hours and Holiday Construction Inspection:</b>					
- 4 Hour Minimum	\$369.00	*	\$7.38	*	\$376.38
- Each Additional Hour	\$92.45	*	\$1.85	*	\$93.30
<b>Review of Storm Water Pollution Prevention Plans (SWPPP):</b>					
- Commercial and Residential Projects	\$410.00	*	\$8.20	\$.25	\$418.45
- Industrial and Linear (CIP/Utility) Projects	\$265.00	*	\$5.30	\$.25	\$270.55
<b>Review of Water Quality Management Plans (WQMP):</b>					
- Non- Categorical	\$80.00	*	\$1.60	\$.25	\$81.85
- Categorical without Conditions of Concern	\$365.00	*	\$7.30	\$.25	\$372.55
- Categorical with Conditions of Concern	\$1,130.00	*	\$22.60	\$.25	\$1,152.85
- Four or more Reviews (Per Hour)	\$99.00	*	\$1.98	\$.25	\$101.23



Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
Review of Erosion/Waste Management Control Plan	\$75.00	*	\$1.50	\$ .25	\$76.75
National Pollutant Discharge Elimination System (NPDES) Construction Inspection:	\$98.00	*	\$1.96	*	\$99.96
- Less Than 10 acres	\$179.00	*	\$3.58	*	\$182.58
- 10 Acres or More					
National Pollutant Discharge Elimination System (NPDES) Business Inspection:	\$143.00	*	\$2.86	\$1.00	\$145.86
Hydraulic/Hydrology Study:	\$487.00	*	\$9.74	\$ .25	\$496.99
- Three Hour Minimum	\$100.00	*	\$2.00	\$ .25	\$102.45
- Four or More Hours					
Temporary Certificate of Occupancy	\$520.00	*	\$10.40	\$1.00	\$530.25
Engineering Letter	\$100.00	*	\$2.00	\$ .25	\$102.25
Street Name Change					
- Plus the Cost of the Sign	\$1,345.00	*	\$26.90	\$ .25	\$1,372.15
Sewer Capacity Analysis:					
- Minimum Fee	\$280.00	*	\$5.60	\$ .25	\$285.85
- Extended Review (Per Hour)	\$80.00	*	\$1.60	\$ .25	\$81.85
Street Light Electrical Energy Fee					
- 70W 5,800L Type A	\$420.00 Each	*	\$8.40		\$428.40
- 100W 9,500L Type B	\$472.80 Each	*	\$9.52		\$482.26
- 150W 16,000L Type C	\$720.00 Each	*	\$14.40		\$734.40
- 200W 22,000L Type D	\$912.00 Each	*	\$18.24		\$930.24
Billing Fee	\$59.00	*	\$1.18	\$ .25	\$60.43
Street or Alley Vacation					
- Deposit	\$1,000.00	*	\$20.00	\$ .25	\$1,020.25
- Balance Due Prior to Processing	\$1,000.00	*	\$20.00	\$ .25	\$1,020.25
Dedication of Right-of-Way (Each):					
- If Legal and Map are Provided	\$315.00	*	\$6.30	\$ .25	\$321.55
- If City Prepares Legal and Map	\$800.00	*	\$16.00	\$ .25	\$816.25
Private Party Annexation Request	\$14,750.00	*	\$295.00	\$ .25	\$15,045.25
City Property Lease Processing	\$2,100.00	*	\$42.00	\$ .25	\$2142.25

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Community Facility District</b>					
Verdemon Area Only	\$7,010.78/Lot		\$140.22	\$ .25	\$7,151.25
- Residential in Lieu Fee	\$386.43/Lot		\$7.73	\$ .25	\$394.40
- Residential if in CFD 2009/2010	\$48,975.34/Acre		\$979.51	\$ .25	\$49,954.46
- Industrial/Commercial in Lieu Fee	\$2,699.48/Acre		\$53.98	\$ .25	\$2,753.72
- Industrial/Commercial if in CFD 2009/2010	\$5,900		\$118.00	\$ .25	\$6,018.25
- CFD Formation Fee					
<b>Assessment District</b>	\$5,900		\$118.00	\$ .25	\$6,018.25
<b>Outside City Sewer Service Permit</b>	\$1,300.00	\$45.00	\$26	\$1.00	\$1,327

\* Archive fees are \$1.00 per permit, \$2.00 per plan sheet and \$.25 per document. Total archive fee will vary base on the total number of case file documents.

**FEES FOR DOCUMENTS & MAPS**

Account # 001-000-4710

**Documents**

The General Plan, Development Code, and other documents are available on the City's web page: [www.sbcity.org](http://www.sbcity.org), select *Departments* and *Development Services* and *Planning*.

**Maps**

Maps are available in the General Plan located on the City's web page: [www.sbcity.org](http://www.sbcity.org), select *Departments* and *Development Services* and *Planning*.

**Copying**

Photocopies ..... 35¢ first page, plus 15¢ each additional page



**Planning Division**  
**Community Development Department**

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
Phone: (909) 384-5057 Fax: (909) 384-5080  
Website: [www.sbcity.org](http://www.sbcity.org)

**PLANNING DIVISION SCHEDULE OF FEES**

Fees Effective: January 1, 2009

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
<b>Amendment to Conditions:</b>				
- Director review (DP1)	\$583	\$11.66	\$8.00	\$602.66
- D/ERC review (DP2)	\$822	\$16.44	\$8.00	\$846.44
- Planning Comm. Review (CUP/DP3/SUB)	\$2,550	\$51	\$8.00	\$2,609.00
<b>Antenna Development Permit (DP1)</b>	\$2,938	\$58.76	11.25	\$3,008.01
<b>Appeal to Mayor &amp; Common Council</b>				
- Non-applicant, City resident	\$177	\$3.54	\$2.00	\$182.54
- All others	\$1,766	\$35.32	\$2.00	\$1,803.32
<b>Appeal to Planning Commission</b>				
- Non-applicant, City resident	\$276	\$5.56	\$2.00	\$285.56
- All others	\$2,772	\$55.44	\$2.00	\$2,829.44
<b>Conditional Use Permit</b>				
- Alcohol outlet in existing building	\$3,858	\$77.16	\$12.00	\$3,947.16
- Commercial & Industrial (non-residential)	\$7,133	\$142.66	\$12.00	\$7,287.66
- Residential (Condo, HMOD, Guest House)	\$2,809	\$56.18	\$12.00	\$2,877.18
- Revision	\$2,113	\$42.26	\$12.00	\$2,167.26
<b>Design Review</b>	Full Consultant Cost		*	
<b>Development Agreement or Agreement Amendment</b>	Direct Cost Recovery Fee	+ 2%	*	
<b>Development Code Amendment</b>	\$7,449 plus Full Consultant Cost	\$148.98	*	
<b>Development Permit</b>				
- Type 1 (DP1-Director review)	\$1,070	\$21.40	\$11.25	\$1,102.65
- Type 2 (DP2- Dev. Review Committee)	\$6,890	\$137.80	\$12.00	\$7,039.80
- Type 3 (Planning Commission)	\$7,191	\$143.82	\$12.00	\$7,334.82
- Type 3 (Mayor and Common Council)	\$7,288	\$145.76	\$12.00	\$7,445.76

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
Document Copies	Varies – see page 4			
Environmental Study (Initial Study prepared by staff for MND with MM/RP)	\$3,273	\$65.46	n/a	\$3,338.46
Environmental Impact Report	Direct Cost Recovery Fee plus Full Consultant Cost			
Extension of Time	\$3,922	\$78.44	\$11.25	\$4,011.69
- CUP & Development Permit 2/3	\$4,768	\$95.36	\$11.25	\$4,874.61
- Tentative Tract Maps				
Fence/Wall Permit	\$56	\$1.12	1.50	\$58.62
Fire Fees				
- CUP & Development Permit 2/3	\$413.45			\$413.45
- Subdivisions, Tentative Tracts, Parcel Maps, and Lot Line Adjustments	\$361.85	n/a	n/a	\$361.85
(CA Dept of) Fish & Game Fees (Make check payable to "Clerk of the Board of Supervisors")				
- Environmental Impact Report	\$2,768.25	+ \$50 Admin. Fee		\$2,818.25
- Negative Declaration (with or without MMRP)	\$1,993.00	+ \$50 Admin. Fee		\$2,043.00
- Notice of Exemption	\$50			\$50.00
General Plan Amendment (text or map)	Direct Cost Recovery Fee (\$1500 Deposit)			
Historic Preservation Report	Direct Cost Recovery Fee (\$815 deposit plus Consultant Cost)			
Home Occupation Permit	\$268	\$5.36	\$2.00	\$275.36
Letter of Zoning & Gen. Plan Consistency	\$450	\$9.00	\$2.00	\$461.00
Lot Line Adjustment	\$477	\$9.54	\$8.00	\$494.54
Minor Exception				
- Concurrent with another application	\$288	\$5.76	\$4.50	\$298.26
- Owner-occupied single-family residence	\$268	\$5.36	\$4.50	\$277.86
- Other	\$792	\$15.84	\$4.50	\$812.34
Misc. Environmental Report Review	Direct Cost Recovery Fee (\$245 deposit) plus Full Consultant Cost (\$327 deposit)			
Minor Modification/Revision	\$561	\$11.22	\$4.50	\$576.72
Phasing Plan Review				
- If not part of original project review	\$823	\$16.46	\$12.00	\$851.46
- Dev. Review Committee application (DP2)	\$514	\$10.28	\$12.00	\$536.28
- Planning Comm. application	\$536	\$10.72	\$12.00	\$558.72

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
<b>(CUP/DP3/SUB)</b>				
Planning Commission Interpretation	\$1,119	\$22.38	n/a	1141.38
Public Convenience or Necessity Letter (PCN)	\$636	\$12.72	5.50	\$654.22
Pre-Application Review – DRC Review (If an application is filed within 60 days of the review, \$1,500 will be credited toward that application.)	\$2,424	\$48.48	\$6.00	\$2,478.48
Reconsideration by the Planning Comm.	\$506	10.12	n/a	\$516.12
Sign Permit	\$182	\$3.64	\$5.50	\$191.14
- Requiring Conditional Use Permit	\$3,858	\$77.16	\$5.50	\$3,940.66
- Temporary	\$111	\$2.22	\$5.50	\$118.72
Sign Program	\$610	\$12.20	\$5.50	\$627.70
Specific Plan or Specific Plan Amendment	Direct Cost Recovery Fee plus Full Consultant Cost			
Temporary Use Permit				
- Director Review	\$450	\$9.00	\$4.75	\$463.75
- Planning Commission Review	\$782	\$15.64	\$4.75	\$802.39
Tentative Parcel Map	\$4,262 plus \$65 per parcel	+ 2% of calculated base fee	\$8.00	Varies
Tentative Tract Map (for Single-Family Residential, Condo's, or P.R.D.)	\$7,561 plus \$65 per lot/dwlg unit	+ 2% of calculated base fee	\$8.00	Varies
Tentative Map Revision – Tract/Parcel Map	\$2,113	\$42.26	\$8.00	\$2,163.26
Tree Removal Permit	\$506	\$10.12	\$4.25	\$520.37
Variance	\$2,724	\$54.48	\$4.75	\$2,783.23
- With another application	\$910	\$18.20	\$4.75	\$932.95
- Single Family Residence	\$322	\$6.44	\$4.75	\$333.19
Vesting Tentative Maps	Direct Cost Recovery Fee plus Full Consultant Cost			
Zoning Form – written verification of zoning only	\$22	\$.44	\$2.00	\$24.44
Zoning Verification Review (for Business Registration Certificate)	\$37	\$.74	\$2.00	\$39.74

\* Archive fees are \$1.00 plus \$2.00 per plan sheet plus \$.25 per document. Total archive fee will vary base on the total number of case file documents.

**Direct Cost Recovery Fee**

The Direct Cost Recovery Fee shall include all City labor and material costs, both direct and indirect, including overhead charged against the specific item being discussed. The applicant shall pay a deposit for the Direct Cost Recovery Fee at the time of filing the application.

**Full Consultant Cost**

The Full Consultant Cost shall include all costs incurred by the City under contract with a consultant. The applicant shall pay a deposit for the full consultant costs at the time of filing the application.

**Deposit Required**

The applicant shall pay an initial deposit of \$1,500 (or the deposit listed in the fee schedule) at the time of filing an application on which there is a Direct Cost Recovery Fee. The applicant shall pay an initial deposit of \$1,500 (or the deposit listed in the fee schedule) at the time of filing an application on which there is a Full Consultant Cost Fee. When 75% of a deposit has been expended, and the Planning Division determines that the estimated remaining costs of the job will exceed the amount deposited, an additional deposit of such excess shall be required. Notification of the additional deposit required will be mailed to the applicant, who shall deposit such monies prior to the date specified in the notice. When an additional deposit has been requested, work will be suspended on the project when 95% of the deposit previously received has been expended. Projects will not be completed with money due. If an additional deposit is not made by the date specified in the notice, the project shall be deemed withdrawn on the date specified without any further action on the part of the City of San Bernardino and without refund of any money deposited for services performed. Such project may be reinstated only if additional deposit is made within 30 days from the date that the project was deemed withdrawn. If a project involves multiple applications, the full amount of fees for each type of application shall be paid.

Refunds will be made by the City of any fee that was erroneously paid or collected, for any unused deposit monies of Direct Cost Recovery Fee or Full Consultant Cost Fee after all changes for the project have been determined, or as determined by the Director.

Fees are automatically adjusted annually on January 1st of each year, based on the latest available Consumer Price Index increase from the prior year. Fees adopted per Resolution No. 89-471 (11/22/89), Resolution No. 91-148 (4/18/92), Resolution No. 2003-211 (8/4/03), and Resolution No. 2006-325 (9/5/06). Fire Department fees authorized by Resolution No. 1999-173 (7/13/99) and Resolution No. 2006-325 (9/5/06). Technology Fee of 2.0% is authorized by Resolution No. 2008-149 (05/07/08).

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**FEES FOR DOCUMENTS & MAPS**

Account # 001-000-4710

**Documents**

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**Maps**

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**Copying**

Photocopies ..... 35¢ first page, plus 15¢ each additional page

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## Temporary Fee Reductions and Deferrals

Effective: July 21, 2010  
Expires: August 2, 2014

Building & Safety Division, Community Development Dept.  
300 North D Street, San Bernardino, CA 92418  
Ph: (909) 384-5071 Fax: (909) 384-5080  
Website: www.sbcity.org

### Development Impact Fee Reductions – Resolution 2010-266

FEETYPE	APPLICABILITY	AMOUNT OF REDUCTION
Law Enforcement Facilities	All New Occupancies	50%
Fire Suppression Facilities	All New Occupancies	50%
Library Facilities	New Residential	55%
Aquatic Facilities	New Residential	55%
Parkland Acquisition	New Residential	55%

### Service Fee Reductions – Resolution 2010-268

FEETYPE	APPLICABILITY	AMOUNT OF REDUCTION
Archive (Bldg, Fire, Plng)	Single-family Subdivisions of 5 or more units	50%
Building Planning Review	Townhomes	50%
DRS	Condominiums,	50%
Building Permit	Commercial, and	50%
Engineering Permit (Grading, On-site, Off-site, Landscaping)	Offices	50%
Fire Plan Review/Inspection		50%
Fire Sprinklers		50%
Issuance (Bldg)		50%
Plan Review (Bldg, Fire, Technology (Bldg, Plng)		50%
WQMP		50%
Hydrology		50%
SWPPP		50%

### DEFERRALS OF DEVELOPMENT IMPACT FEES

FEETYPE	APPLICABILITY	REFERENCE
Law Enforcement Facilities	Single-family Subdivisions of 5 or more units, and	Reso: 2008-81
Fire Suppression Facilities	New Commercial, Office, or Industrial.	Reso. 2010-247
Library Facilities		
Aquatic Facilities		
Parkland Acquisition		
Local Circulation		
Regional Circulation		
Public Meetings Facilities		
Storm Drain	Plus all single-family residences	Reso. 2010-247 and SBMC 3.38.040
Sewer Connection	All single-family residences Only	SBMC 13.08.055(D)

JL/S.Bldg and Safety/ all form s/

(revised August 2, 2012)

EXHIBIT D

## CURRENT IMPACT FEE SCHEDULE


**COMMUNITY DEVELOPMENT DEPARTMENT  
BUILDING & SAFETY DIVISION**

300 North "D" Street • San Bernardino • CA 92418-0001  
 Planning & Building: 909-384-5057 • Fax: 909-384-5080  
 www.sbcity.org

Housing Authority

The Impact Fees are calculated for the dwellings only; all other community structures will be provided shortly. The following fees were assessed under the following parameters:

Existing Site:

Number of existing Dwellings is 252  
 Number of existing Bedrooms is 594

New Site Design:

Number of new Dwellings is 411  
 Number of new Bedrooms is 848

Local Traffic:	\$ 24,689.52
Regional Traffic:	\$ 258,534.00
Law Enforcement:	\$ 90,028.98
Fire Suppression:	\$ 155,363.67
Library Facilities/Collection Fee:	\$ 80,342.70
Aquatic Facilities Fee:	\$ 41,022.00
Public Meetings Facilities Fee:	\$ 137,032.56
Sewer Connection Fee:	\$ 106,638.06
Storm Drain Fees:	\$ 257,686.53
Quimby Parkland Fee:	\$ 1,197,818.55

**Total Impact Fees** **\$2,349,156.57**

Cultural Not Included



CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**STREET IMPROVEMENTS (Off Site)**  
**REVISED: JULY 15, 2009**

Developer: \_\_\_\_\_ Planning Case # \_\_\_\_\_  
 Engineer: \_\_\_\_\_ TM No./PM No.: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawing No: \_\_\_\_\_

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
6" Curb and Gutter		LF	\$16.27	\$0.00
6" Curb only		LF	\$13.02	\$0.00
8" Curb and Gutter		LF	\$17.35	\$0.00
8" Curb only		LF	\$13.56	\$0.00
Gutter (Adj. To existing curb)		LF	\$7.06	\$0.00
Cross gutter		SF	\$8.68	\$0.00
Side walk		SF	\$5.42	\$0.00
Residential DWY APPR		SF	\$7.59	\$0.00
Commercial DWY APPR		SF	\$9.78	\$0.00
Handicap ramp		EA	\$2,169.30	\$0.00
6" AC Dike		LF	\$11.93	\$0.00
8" AC Dike		LF	\$16.27	\$0.00
AC Pavement/Aggregate Base		SF	\$3.25	\$0.00
AC Pavement/Native		SF	\$1.35	\$0.00
Aggregate base		Ton	\$35.79	\$0.00
Roadway excavation		CY	\$14.10	\$0.00
Barricades		EA	\$2,272.60	\$0.00
AC overlay		SF	\$0.82	\$0.00
Fog seal		SF	\$0.11	\$0.00
Preparation of subgrade		SF	\$0.33	\$0.00
Street name signs		EA	\$542.33	\$0.00
Regulatory signs		EA	\$270.65	\$0.00
Stop sign		EA	\$325.40	\$0.00
Guide marker		EA	\$81.35	\$0.00
Saw cut		LF	\$3.80	\$0.00
Relocate chain link fence		LF	\$7.59	\$0.00
Chain link		LF	\$26.03	\$0.00
AC removal		SF	\$0.66	\$0.00
Street tree		EA	\$379.11	\$0.00
Street light		EA	\$6,198.00	\$0.00
Remove street light		EA	\$1,549.50	\$0.00
Grading (import soil)		GY	\$13.02	\$0.00
Remove curb and gutter		LF	\$4.07	\$0.00
Street striping		LF	\$0.43	\$0.00
AC Street cut repair		Ton	\$135.58	\$0.00
AB Street cut repair		Ton	\$92.20	\$0.00
Cold mill. (\$3,500.00 + \$0.80/sf)		SF	\$1.35	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Street Improvement (Off- Site) Subtotal w/o traffic control during CONST \$0.00  
 Traffic control during construction (5% of estimated construction cost.) \$0.00  
**Street Improvement (Off- Site) Subtotal \$0.00**

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**STORM DRAIN IMPROVEMENTS (Off Site)**  
 REVISED: JULY 15, 2009

Developer: 0  
 Engineer: 0  
 Phone No: 0  
 Drawing No:

Planning Case # 0  
 TM No./PM No.: 0  
 Date: 01/00/00

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
69" RCP and over		LF	\$413.20	\$0.00
66" RCP		LF	\$361.55	\$0.00
60" RCP		LF	\$330.56	\$0.00
54" RCP		LF	\$299.57	\$0.00
48" RCP		LF	\$268.58	\$0.00
42" RCP		LF	\$237.59	\$0.00
36" RCP		LF	\$206.60	\$0.00
30" RCP		LF	\$175.61	\$0.00
24" RCP		LF	\$144.62	\$0.00
18" RCP		LF	\$103.30	\$0.00
Catch basin - 7'		EA	\$5,681.50	\$0.00
Catch basin - 14'		EA	\$10,330.00	\$0.00
Catch basin - 21'		EA	\$15,495.00	\$0.00
Catch basin - 28'		EA	\$22,726.00	\$0.00
Junction structure		EA	\$2,582.50	\$0.00
Manhole No. 2		EA	\$5,165.00	\$0.00
Local depression		EA	\$1,084.65	\$0.00
Concrete collar		EA	\$2,711.63	\$0.00
Drainage inlet structure		EA	\$6,198.00	\$0.00
Drainage outlet structure		EA	\$2,711.63	\$0.00
Transition Structure (DW6 #412)		EA	\$1,626.98	\$0.00
Grate inlet structure		EA	\$2,169.30	\$0.00
Parkway culvert		EA	\$1,301.58	\$0.00
Headwall (LA STD)		EA	\$867.72	\$0.00
Crushed rock for Rip Rap		CY	\$43.39	\$0.00
Concrete collar		CY	\$759.26	\$0.00
Adjustment manhole to FG		LS	\$650.79	\$0.00
Connect to existing MH		LS	\$2,169.30	\$0.00
Reinforced concrete		CY	\$867.72	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Storm Drain Improvement (Off Site) Subtotal</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**SANITARY SEWER IMPROVEMENTS (Off Site)**  
**REVISED: JULY 15, 2009**

Developer: 0 Planning Case # 0  
 Engineer: 0 TM No./PM No.: 0  
 Phone No: 0 Date: 01/00/00  
 Drawing No:

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Manhole-----60" DIA		EA	\$5,423.25	\$0.00
Manhole-----48" DIA		EA	\$4,338.60	\$0.00
Drop Manhole		EA	\$5,423.25	\$0.00
Wyes		EA	\$108.47	\$0.00
Clean Out		EA	\$732.14	\$0.00
Sewer Saddle		EA	\$216.93	\$0.00
Remodeling Existing Manhole		EA	\$976.19	\$0.00
Sewer 4" PVC		LF	\$32.54	\$0.00
Sewer 6" PVC		LF	\$43.39	\$0.00
Sewer 8" PVC		LF	\$75.93	\$0.00
Sewer 10" PVC		LF	\$81.35	\$0.00
Sewer 12" PVC		LF	\$86.77	\$0.00
Sewer 15" PVC		LF	\$97.62	\$0.00
Encasement		LF	\$37.96	\$0.00
Pavement Restoration		SF	\$7.06	\$0.00
				\$0.00
				\$0.00
<b>Off-site Sanitary Sewer Improvement Subtotal</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**TRAFFIC SIGNALS / SIGNS / STRIPING (Off Site)**  
**REVISED: JULY 15, 2009**

Developer: 0 Planning Case #: 0  
 Engineer: 0 TM No./PM No.: 0  
 Phone No: 0 Date: 01/00/00  
 Drawing No:

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Traffic Signals		LEG	\$54,232.50	
Major Intersection (4 LEG)		LS	\$216,930.00	\$0.00
Minor Intersection (4 LEG)		LS	\$173,544.00	\$0.00
Add Phase to Existing Signal (One Direction)		LS	\$32,539.50	\$0.00
Add Phase to Existing Signal (Both Directions)		LS	\$65,079.00	\$0.00
Traffic Signal Relocation Per Pole, 1A (10' Pole)		EA	\$5,423.25	\$0.00
Traffic Signal Relocation Per Pole, Pole with Signal Mastarm		EA	\$10,846.50	\$0.00
Relocate PB or Adj. Grade		EA	\$108.47	\$0.00
Traffic Signal Loops		EA	\$406.74	\$0.00
Striping		LF	\$0.49	\$0.00
Pedestrian Crosswalk Striping		LF	\$0.65	\$0.00
Pavement Marker		LF	\$3.25	\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Traffic Signals / Signs / Striping Subtotal</b>				<b>\$0.00</b>

## CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE  
ON SITE IMPROVEMENTS (PRIVATE AREA)  
REVISED: JULY 15, 2009**

Developer: 0 \_\_\_\_\_  
 Engineer: 0 \_\_\_\_\_  
 Phone No: 0 \_\_\_\_\_  
 Drawing No: \_\_\_\_\_

Planning Cse # 0  
 TM No./PM No.: 0  
 Date: 01/00/00

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Curb and Gutter		LF	\$16.27	\$0.00
Planter curb		LF	\$13.02	\$0.00
Ribbon gutter		SF	\$8.68	\$0.00
Walkways		SF	\$5.42	\$0.00
Residential DWY		SF	\$7.59	\$0.00
Commercial DWY		SF	\$9.76	\$0.00
AC or PCC pavement		SF	\$3.25	\$0.00
48" RCP		LF	\$268.58	\$0.00
42" RCP		LF	\$237.59	\$0.00
36" RCP		LF	\$206.60	\$0.00
30" RCP		LF	\$175.61	\$0.00
24" RCP		LF	\$144.62	\$0.00
18" RCP		LF	\$103.30	\$0.00
Parking lot drain (Std. 402)		EA	\$325.40	\$0.00
Chain link fence		LF	\$26.03	\$0.00
Catch basin		EA	\$5,965.58	\$0.00
Concrete collar		EA	\$2,711.63	\$0.00
6' garden wall		LF	\$54.23	\$0.00
3' Retaining wall		LF	\$59.66	\$0.00
4' Retaining wall		LF	\$97.62	\$0.00
5' Retaining wall		LF	\$108.47	\$0.00
6' Retaining wall		LF	\$135.58	\$0.00
8' Retaining wall		LF	\$216.93	\$0.00
Sewer main		LF	\$75.93	\$0.00
Manholes		EA	\$5,423.25	\$0.00
Clean-out		EA	\$732.14	\$0.00
Headwall structures		EA	\$2,711.63	\$0.00
Trash enclosure		EA	\$6,507.90	\$0.00
PCC Pavement		SF	\$8.14	\$0.00
4" Sewer lateral (on-site)		LF	\$12.40	\$0.00
6" Sewer lateral (on-site)		LF	\$14.46	\$0.00
				\$0.00
				\$0.00
<b>On-site Total</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

FEES  
REVISED: JULY 15, 2009

Developer:	0
Engineer:	0
Phone No:	0
Planning Case #	0
Tract Map No./Parcel Map No.:	0
Date:	01/00/00

OFF-SITE	TOTALS
Street Improvement (Off-Site) Subtotal	\$0.00
Storm Drain Improvement (Off Site) Subtotal	\$0.00
Sanitary Sewer Improvement Subtotal	\$0.00
Traffic Signals / Signs / Striping Subtotal	\$0.00
Landscaping (LMD, publicly maintained areas)	
<b>TOTAL OFF-SITE IMPROVEMENTS</b>	<b>\$0.00</b>
Plan checking fee 4% (Reso. 92-344)	\$0.00
Inspection fee 4% (Reso. 92-344)	\$0.00
<b>TOTAL OFF-SITE FEE</b>	<b>\$0.00</b>

MAP CHECK FEE		
PM/TR Number	No. of lots	AMOUNT
		\$0.00

ON-SITE IMPROVEMENTS	TOTALS
Site Improvement (Private Area)	\$ -
Landscaping (Private Areas)	
<b>TOTAL ON-SITE IMPROVEMENTS</b>	<b>\$ -</b>
Plan checking fee 2% (Reso. 92-344)	\$ -
Inspection fee 3% (Reso. 92-344)	\$ -
<b>TOTAL ON-SITE FEE</b>	<b>\$0.00</b>



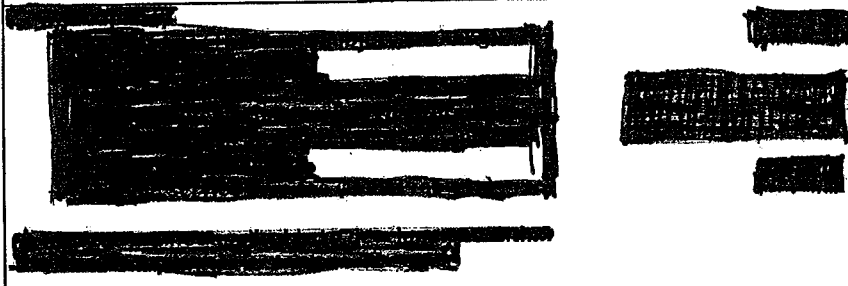
**Engineering Division  
Development Services Department**

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
 Phone: (909) 384-5111 Fax: (909) 384-5115  
 Website: [www.sbcity.org](http://www.sbcity.org)

**ENGINEERING DIVISION IMPACT FEES**

Fees Effective: July 15, 2009

Type of Application	Fee
<b>Local Circulation System Fee</b>	
<b>Type of Development:</b>	
- Detached Dwelling Units	\$225.06
- Attached Dwelling Units	\$150.03
- Mobile Home Units*	\$155.03
- Commercial Lodging	\$155.03
- Commercial/Office	\$0.243
- Industrial Uses	\$0.147
*Fees for mobile homes shall apply to mobile homes located in mobile home parks.	
<b>Regional Circulation System Fee</b>	
<b>Type of Development:</b>	
- Detached Dwelling Units	\$2,435.00
- Attached Dwelling Units	\$1,626.00
- Mobile Home Units*	\$1,274.00
- Commercial Lodging	\$1,281.00
- Commercial/Office	\$2.625
- Industrial Uses	\$1.591
*Fees for mobile homes shall apply to mobile homes located in mobile home parks.	
<p>These Fees are due prior to Issuance of a Building Permit. The Local Circulation System Fee is updated each July 15<sup>th</sup> based on the ENR Construction Cost Index.</p> <p>The Regional Circulation System Fee is updated annually by Resolution of the Mayor and Council.</p> <p>The total Traffic Circulation System Fee is the sum of the Local and Regional Circulation System Fee for each unit.</p>	

Type of Application	Fee
<b>Sewer Connection Fee:</b>	
- Inspection Fee	\$28.19
- Sewer Connection Fee	
- Residential	\$405.53/bedroom
- Mobile Homes	\$405.53/mobile home
- Motels and Hotels	\$161.84/dwelling unit
- Commercial, Institutional, and Industrial	\$323.69/3,000 SF
<p>The Connection and Inspection Fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. These fees are due at the time the application for connection.</p>	
<p>These fees are not applicable to development within the East Valley Water District service area.</p>	
	
<b>Storm Drain Fee</b>	
- Type of Use	
- Detached Dwelling Units	\$3,793.15
- Attached Dwelling Units	\$1,565.86
- Mobile Home Units	\$3,017.42
- Commercial Lodging and Commercial/Office	\$0.86
- Industrial Users	\$1.089
<b>CSDP Project 3-5 (Pepper/Randall) Storm Drain Fee</b>	
- All projects	\$12,633.33/gross acre
<p>All Drainage Fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. These Fees are due at the time of application for Building Permits.</p>	
<b>Verdemont Fees</b>	
- Chestnut Drainage Fee	
	\$0.289/SQ FT not to exceed \$3,171.79
- Palm Box Culvert/Signal Fee	
	\$0.022



Type of Application	Fee
<b>Law Enforcement Fee:</b>	
– Type of Use	
– Detached Dwelling Units	\$617.46/unit
– Attached Dwelling Units	\$547.07/unit
– Mobile Home Units*	\$349.71/unit
– Commercial Lodging	\$343.94/unit
– Commercial Office	\$0.75/SQ FT
– Industrial Users	\$0.005/SQ FT
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Fire Suppression Fee:</b>	
– Type of Use	
– Detached Dwelling Units	\$765.30/unit
– Attached Dwelling Units	\$944.09/unit
– Mobile Home Units*	\$612.85/unit
– Commercial Lodging	\$382.78/unit
– Commercial Office	\$0.280/SQ FT
– Industrial Users	\$0.002/SQ FT
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
These fees are updated each July 15 <sup>th</sup> based on the ERN Construction Cost Index. These fees are due prior to issuance of a Building Permit.	
<b>Library Facilities Fee:</b>	
– Type of Use	
– Detached Dwelling Units	\$516.32/unit
– Attached Dwelling Units	\$488.21/unit
– Mobile Home Units*	\$443.19/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Aquatic Facilities Fee:</b>	
– Type of Use	
– Detached Dwelling Units	\$315.08/unit
– Attached Dwelling Units	\$249.28/unit
– Mobile Home Units*	\$226.22/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Public Meeting Facilities Fee:</b>	
– Type of Use	
– Detached Dwelling Units	\$1,052.70/unit
– Attached Dwelling Units	\$832.70/unit
– Mobile Home Units*	\$756.80/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	

Type of Application	Fee
<b>Parkland and Open Space Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$9,196.00/unit
- Attached Dwelling Units	\$7,278.70/unit
- Mobile Home Units*	\$6,611.00/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Cultural Development Fee:</b>	
- Type of Use	1/2% of the valuation
- New and Reconstruction Commercial/Industrial Uses	
<p>These fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. Public Meeting Facilities and Parkland and Open Space Fees will increase by 10% on January 1 of each year through 2009. The fees are due prior to issuance of a Building Permit.</p>	



## Temporary Fee Reductions and Deferrals

Effective: July 21, 2010  
Expires: August 2, 2014

**Building & Safety Division, Community Development Dept.**  
300 North D Street, San Bernardino, CA 92418  
Ph: (909) 384-5071 Fax: (909) 384-5080  
Website: [www.sbcity.org](http://www.sbcity.org)

Development Impact Fee Reductions – Resolution 2010-266		
FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Law Enforcement Facilities	All New Occupancies	50%
Fire Suppression Facilities	All New Occupancies	50%
Library Facilities	New Residential	55%
Aquatic Facilities	New Residential	55%
Parkland Acquisition	New Residential	55%

Service Fee Reductions – Resolution 2010-268		
FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Archive (Bldg, Fire, Ping)	Single-family Subdivisions of 5 or more units,	50%
Building Planning Review	Townhomes,	50%
DP3	Condominiums,	50%
Building Permit	Commercial, and	50%
Engineering Permit: (Grading, On-site, Off-site, Landscaping)	Offices.	50%
Fire Plan Review/Inspection	"	50%
Fire Sprinklers	"	50%
Issuance (Bldg)	"	50%
Plan Review (Bldg, Fire,	"	50%
Technology (Bldg, Ping)	"	50%
WQMP	"	50%
Hydrology	"	50%
SWPPP	"	50%

DEFERRALS OF DEVELOPMENT IMPACT FEES		
FEE TYPE	APPLICABILITY	REFERENCE
Law Enforcement Facilities	Single-family Subdivisions of 5 or more units, and	Reso. 2008-81
Fire Suppression Facilities	New Commercial, Office, or Industrial.	Reso. 2010-247
Library Facilities		
Aquatic Facilities		
Parkland Acquisition		
Local Circulation		
Regional Circulation		
Public Meetings Facilities		
Storm Drain	Plus all single-family residences	Reso. 2010-247 and SBMC 3.38.040
Sewer Connection	All single-family residences Only	SBMC 13.08.055(D)

JL/S: Bldg and Safety/ all forms/ (revised August 2, 2012)

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of San Bernardino  
Attn: City Manager  
300 North "D" Street, 6<sup>th</sup> Floor  
San Bernardino, California 92418

Exempt from Recording Fee  
Pursuant to Government  
Code Section 27383

---

Space above this line for Recorder's Use Only

**DEVELOPMENT AGREEMENT**

**WATERMAN GARDENS**

**By and Between**

**THE CITY OF SAN BERNARDINO**

**and**

**HOUSING AUTHORITY OF  
THE COUNTY OF SAN BERNARDINO**

February 18, 2014

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into in the City of San Bernardino on the 18th day of February, 2014, by and between the CITY OF SAN BERNARDINO, a municipal corporation organized and existing under the laws of the State of California (the "City"), and the Housing Authority of the County of San Bernardino, a public body, corporate and politic (the "Land Owner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code and Chapter 19.40 of the San Bernardino Municipal Code. The City and the Land Owner are, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

### RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 through 65869.5 (the "Development Agreement Law"), which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application. The Mayor and Common Council of the City of San Bernardino (collectively, the "City Council") adopted Chapter 19.40 of the San Bernardino Municipal Code to govern the processing of development agreements by the City.

B. Land Owner is the fee owner of the real property located within the City of San Bernardino, County of San Bernardino, State of California, as further described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. Land Owner proposes to develop the Property to include the demolition of 252 existing residential units (the "Existing Dwelling Units") and the construction of a development consisting of seventy-three (73) units restricted for senior citizens (the "Senior Units") and three hundred thirty-eight (338) non-senior units (the "Non-Senior Units") for a total of four hundred eleven (411) residential units and community uses totaling 129,800 square feet (including a day care center, social service/recreation center, administration building and maintenance facility) to be known as Waterman Gardens (the "Project"). The Project includes development of the Property as contemplated by the City Approvals, this Agreement, and Subsequent Approvals.

D. Entering into this Agreement is acknowledged to be to the mutual benefit of the City and the Land Owner and is approved by the City in consideration of the significant public benefits to be derived from the Project, including: (1) redevelopment of 252 seventy-year old housing units affordable to low income households; (2) provision of 73 additional housing units for seniors affordable to low income households; (3) provision of 86 market-rate units to provide mixed-income housing; (4) improvements to Baseline Street, Waterman Avenue, and Olive Street to enhance vehicular and pedestrian safety, and which exceed the improvements necessitated by the impacts of the Project; (5) provision of more community amenities than the six required by the Development Code; (6) provision of community facilities, including recreational and training facilities; (7) enhanced public safety; (8) increased property tax

valuation; and (9) short-term construction employment and long-term employment at the community facilities.

E. Under the California State Density Bonus Law (Government Code Section 65915 et seq.; the "Density Bonus Law"), the Project is entitled to receive a density bonus of up to thirty-five percent (35%), three concessions and incentives, waivers, and parking concessions, all as defined in the Density Bonus Law.

F. The following approvals, entitlements, and findings have been adopted by the City with respect to the Property:

1. The Mayor and Common Council adopted a Mitigated Negative Declaration for the Project on February 18, 2014 (the "MND"). As required by the California Environmental Quality Act ("CEQA"), the City adopted written findings and a Mitigation Monitoring and Reporting Program on February 18, 2014.

2. The Planning Commission recommended approval of Tentative Tract Map No. 18829 (Subdivision No. 11-03) with respect to the Property on December 11, 2013.

3. The Planning Commission recommended approval of Conditional Use Permit No. 11-13 (for the density bonus, concessions and incentives permitted by Government Code Section 65915 and Municipal Code Section 19.04.030(D)(1)) with respect to the Property.

4. The Mayor and Common Council approved this Agreement, Tentative Tract Map No. 18829 and Conditional Use Permit No. 11-13 as more fully set forth below.

The City actions identified above are collectively referred to as the "City Approvals." The City Approvals incorporate all conditions of approval of Tentative Tract Map 18829 (Subdivision 11-03) and Conditional Use Permit 11-13 and all plans submitted by the Land Owner to the City and incorporated into the City Approvals, including but not limited to the site plans, landscape plan, floor plans, and building elevations date-stamped November 5, 2013.

G. The development of the Project will require future discretionary and ministerial approvals from the City, potentially including, but not limited to, encroachment permits, demolition permits, grading permits, building permits, final inspections, and certificates of occupancy consistent with the City Approvals (the "Subsequent Approvals"). "Subsequent Approvals" also include any review required by CEQA or NEPA, including implementation of all mitigation measures, monitoring programs, and conditions adopted as part of the City Approvals.

H. To ensure that the intent of the City and Land Owner with respect to the City Approvals are carried out, the Parties desire voluntarily to enter into this Agreement in order to facilitate development of the Project subject to the conditions and requirements included in this Agreement.

I. The Planning Commission, on December 11, 2013, after giving required notice, conducted a public hearing on this Agreement, as required by Municipal Code Chapter 19.40, and recommended that the Mayor and Common Council approve this Agreement. The Mayor



and Common Council on February 18, 2014 (the "Adoption Date"), after giving required notice, conducted a public hearing and adopted Resolution No. 2014-39 approving this Agreement and making all findings and determinations relating to this Agreement which are required by the Development Agreement Law and by Municipal Code Chapter 19.40.

J. The Mayor and Common Council find that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) are in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will promote preservation and enhancement of land values in the City; (iv) will encourage the development of the Project by providing a reasonable level of certainty to the Land Owner; and (v) will provide for orderly growth and development in a manner consistent with the General Plan, the Development Code and other plans and regulations of the City.

**NOW, THEREFORE**, with reference to the foregoing Recitals and in consideration of the mutual promises, obligations and covenants herein contained, the sufficiency of which consideration is hereby acknowledged, City and Land Owner agree as follows:

### AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth in both are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

### **ARTICLE I DEFINITIONS**

- 1.1 Definitions. The following defined terms are used in this Agreement.
- 1.1.1 "Adoption Date" is defined in Recital I.
  - 1.1.2 "Agreement" is defined in the first paragraph, page 1.
  - 1.1.3 "Annual Report" is defined in Section 5.1.
  - 1.1.4 "Applicable Law" is defined in Section 3.1.2.
  - 1.1.5 "Assignee" is defined in Section 8.2.1.
  - 1.1.6 "Assignment" is defined Section in 8.2.2.
  - 1.1.7 "CEQA" is defined in Recital F.
  - 1.1.8 "City" is defined in the first paragraph, page 1 and in Section 2.1.1(a)
  - 1.1.9 "City Approvals" is defined in Recital F.

- 1.1.10 "City Council" is defined in Recital A.
- 1.1.11 "City Fees" is defined in Section 3.11.3.
- 1.1.12 "City Law" is defined in Section 3.2.1
- 1.1.13 "Current Impact Fee Schedule" is defined in Section 3.11.3(b)(iii).
- 1.1.14 "Current Processing Fee Schedule" is defined in Section 3.11.3(a).
- 1.1.15 "Declaration of Default" is defined in Section 6.2.
- 1.1.16 "Default" is defined in Section 6.1.
- 1.1.17 "Density Bonus Law" is defined in Recital E.
- 1.1.18 "Density Bonus Ordinance" is defined in Section 3.11.2.
- 1.1.19 "Development Agreement Law" is defined in Recital A.
- 1.1.20 "Effective Date" is defined in Section 2.4.
- 1.1.21 "Existing Dwelling Units" is defined in Recital C.
- 1.1.22 "Fee Study" is defined in Section 3.11.3(b)(i).
- 1.1.23 "FONSI" is defined in Recital F.
- 1.1.24 "Impact Fees" is defined in Section 3.11.3.
- 1.1.25 "Land Owner" is defined in the first paragraph, page 1.
- 1.1.26 "MND" is defined in Recital F.
- 1.1.27 "Mortgage" is defined in Section 9.1.
- 1.1.28 "Mortgagee" is defined in Section 9.1 and Section 9.5.
- 1.1.29 "NEPA" is defined in Recital F.
- 1.1.30 "Non-Senior Units" is defined in Recital C.
- 1.1.31 "Notice of Default" is defined in Section 6.3.1(a).
- 1.1.32 "Party" and "Parties" are defined in the first paragraph, page 1.
- 1.1.33 "Planning Commission" is defined in Recital F.
- 1.1.34 "Processing Fees" is defined in Section 3.11.3.

- 1.1.35 "Project" is defined in Recital C.
- 1.1.36 "Property" is defined in Recital B.
- 1.1.37 "Senior Units" is defined in Recital C.
- 1.1.38 "Subsequent Approvals" is defined in Recital G.
- 1.1.39 "Term" is defined in Section 2.6.
- 1.1.40 "Third Party Challenge" is defined in Section 11.1.1.
- 1.1.41 "Water Department" is defined in Section 3.11.3.

1.2 Capitalized Terms. If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.3 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Legal Description
- Exhibit B: Concessions Pursuant to Density Bonus Law
- Exhibit C: Current Processing Fee Schedule
- Exhibit D: Current Impact Fee Schedule

## ARTICLE II GENERAL PROVISIONS

### 2.1 Parties.

#### 2.1.1 The City.

(a) The City is a charter city and a municipal corporation duly organized and validly existing under the laws of the State of California. The office of the City is located at 300 North "D" Street, 6<sup>th</sup> Floor, San Bernardino, California 92418. "City," as used in this Agreement, includes the City of San Bernardino and any assignee or successor to its rights, powers and responsibilities.

(b) The City represents and warrants that, as of the Effective Date of this Agreement:

(i) The execution and delivery of this Agreement and the performance of the obligations of the City have been duly authorized by all necessary actions and approvals required for a municipal corporation;

(ii) The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement; and

(iii) This Agreement is a valid obligation of the City and is enforceable in accordance with its terms.

2.1.2 The Land Owner.

(a) Land Owner is the Housing Authority of the County of San Bernardino, a public body, corporate and politic. For the purposes of this Agreement, the Land Owner's office is 715 East Brier Drive, San Bernardino, California 92408.

(b) Land Owner represents and warrants that, as of the Effective Date of this Agreement, Land Owner is:

(i) The sole fee owner of the Property;

(ii) Duly organized and validly existing under the laws of the State of California;

(iii) Qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(iv) In good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of this Agreement.

(c) Land Owner further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Land Owner, except as have been obtained;

(ii) That the execution and delivery of this Agreement and the performance of the obligations of Land Owner have been duly authorized by all necessary actions and approvals required under Land Owner's organizational documents;

(iii) That this Agreement is a legal, valid, and binding obligation of Land Owner and is enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Agreement by the Land Owner does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the Land Owner's organizational documents (b) any law, rule, or regulation binding upon or applicable to the Land Owner, or (c) any material agreements to which the Land Owner is a party;

(v) That, unless otherwise disclosed in writing to the City prior to the date of the City Council's adoption of this Agreement, and except for threats of litigation

expressed in public hearings relating to the City Approvals, there is no existing or, to the Land Owner's reasonable knowledge, pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the Land Owner or, to the best knowledge of the Land Owner, the Property, that would, if adversely determined, materially and adversely affect the Land Owner or the Property or the Land Owner's ability to perform its obligations under this Agreement or to develop and operate the Project; and

(vi) That Land Owner and/or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate the Project on the Property.

2.2 Relationship of City and Land Owner. The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and the Land Owner and that the Land Owner is an independent contractor and not an agent or partner of the City. The Parties further acknowledge that neither Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of the Land Owner, the affairs of the City, or otherwise. The City and Land Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Land Owner joint venturers or partners.

2.3 Description of Property. The Property which is the subject of this Agreement is described in Exhibit A, attached hereto and incorporated herein by this reference.

2.4 Effective Date. This Agreement shall become effective thirty (30) days after the Adoption Date (the "Effective Date").

2.5 Execution and Recording. Not later than ten (10) days after the Adoption Date, the City and the Land Owner shall execute and acknowledge this Agreement. Not later than ten (10) days after the Effective Date, the City Clerk shall cause recordation of this Agreement with the San Bernardino County Recorder against the Property, provided that a referendum applicable to Resolution No. \_\_\_\_\_ has not been timely submitted to the City.

2.6 Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty (20) years from the Effective Date (the "Term"), unless the Term is terminated, modified, or extended by the provisions of this Agreement.

2.7 Provisions Required by Statute. The Development Agreement Law provides, among other things, that a development agreement shall specify the following:

2.7.1 Duration of the Agreement. See Section 2.6 of this Agreement.

2.7.2 Permitted Uses of the Property. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.3 Density or Intensity of Uses. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.4 Maximum Height and Size of Proposed Buildings. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.5 Reservation or Dedication of Land for Public Purposes. See Section 3.10 of this Agreement and the City Approvals.

2.7.6 Periodic Review Annually. See Article V of this Agreement.

2.8 Discrepancies. Chapter 19.40 of the San Bernardino Municipal Code provides at subsection 2 of Section 19.40.010, that: "Should any apparent discrepancies between the meaning of these documents [Chapter 19.40, Section 65864 et seq. of the Government Code, and the Development Agreement] arise, then the documents shall control in construing the development agreement in the following order of priority:

2.8.1 "The plain terms of this Agreement itself;

2.8.2 "The provisions of Municipal Code Chapter 19.40; and

2.8.3 "The provisions of Development Agreement Law."

### **ARTICLE III DEVELOPMENT OF THE PROPERTY**

3.1 Use of the Property and Applicable Law Subject to Agreement. The Property is hereby made subject to the provisions of this Agreement. All development of or on the Property, or any portion thereof, shall be undertaken only in compliance with the provisions of this Agreement and with Applicable Law.

3.1.1 Permitted Uses. The Project shall be developed in accordance with the City Approvals and this Agreement. During the Term of this Agreement, the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, other zoning standards, provisions for reservation or dedication of land for public purposes, and all other terms and conditions of development shall be those set forth in the City Approvals.

3.1.2 Applicable Law. "Applicable Law" includes the City Approvals, the Subsequent Approvals consistent with the City Approvals and when approved by the City, this Agreement, and those ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Project in effect on the Effective Date, and except as otherwise provided in Sections 3.3 and 3.5.

### 3.2 No Conflicting Enactments.

3.2.1 Except as and to the extent required by state or federal law, and subject to the provisions of Sections 3.3 and 3.6 below, the City shall not impose on the Project any ordinance, resolution, rule, regulation, standard, policy, condition, or specification, including by initiative (each individually, a "City Law"), that has any of the following effects on the rights provided by Applicable Law:

(a) Changes any land use designation or permitted use of the Project from that shown in Applicable Law;

(b) Limits or controls the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property except as set forth in this Agreement and in Applicable Law; or

(c) Limits or restricts any right specifically granted by the City Approvals or this Agreement, including, but not limited to, permitted uses and permitted floor area ratio.

### 3.3 Subsequently Enacted Rules and Regulations.

3.3.1 The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and which are not in conflict with the terms of this Agreement. The City may also modify the Applicable Law or the terms of this Agreement to address a compelling public necessity regarding health and safety which was not known and could not have been known with the exercise of reasonable diligence on the Effective Date and that cannot reasonably be addressed by other means.

3.3.2 The Parties recognize that planning and design considerations are constantly evolving and being modernized, and that development of the Project may from time to time require updating of City regulations and standards in order to achieve the most desirable outcomes for the City from the Project. Accordingly, the City agrees that, in accordance with Section 3.11.1 below, it shall diligently and in good faith review and process to final action any proposals made by the Land Owner for such updating of City regulations and standards.

### 3.4 Initiatives and Referenda.

3.4.1 If any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property. The Parties acknowledge, however, that the City's approval of this Agreement is a legislative action subject to referendum.

3.4.2 Without limiting the generality of any of the foregoing, no moratorium imposed by the City affecting subdivision maps, building permits, processing of off-site or on-site improvements, or any and all Subsequent Approvals shall apply to the Property.

3.4.3 The timing, sequencing, and phasing of development within the Project shall be consistent with those timing, sequencing and phasing provisions specified in this Agreement, the City Approvals, and Applicable Law.

3.4.4 The City shall cooperate with Land Owner and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect and that no conflicting enactments are imposed on the Property, except as otherwise authorized by this Agreement.

3.5 Compliance With Requirements of Other Governmental Entities.

3.5.1 During the Term, Land Owner shall comply with lawful requirements of, and obtain all permits and approvals required by, other local, regional, state and federal agencies having jurisdiction over Land Owner's activities in furtherance of this Agreement. Land Owner shall pay all required fees when due to federal, state, regional, or other local governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

3.5.2 City shall cooperate with Land Owner in Land Owner's effort to obtain permits and approvals for the Project from federal, state, regional, and other local governmental agencies.

3.5.3 As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations. In the event changes in the law prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified as may be necessary to comply with such state or federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified as may be necessary to comply with changes in the law, and City and Land Owner shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification be limited to that which is necessary and to preserve to the extent possible the Project consistent with Applicable Law. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such changed laws or regulations. Nothing in this Agreement shall preclude the City or Land Owner from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such state or federal laws or regulations and/or such state or federal laws or regulations themselves.

3.6 City's Police Power. The Parties acknowledge and agree that the limitations, reservations, and exceptions contained in this Agreement are intended to reserve to the City that part of its police power which cannot be limited by contract, and this Agreement shall be construed to reserve to the City that part of its police power which cannot be restricted by contract.



### 3.7 Subsequent Development Approvals for the Property.

3.7.1 Applications for Subsequent Approvals are anticipated to be submitted to the City by the Land Owner. The City shall diligently and in good faith process in a manner as expeditious as reasonably possible all applications for Subsequent Approvals filed by Land Owner in accordance with the rights granted by this Agreement and by Applicable Law. In no event shall such processing exceed the time periods set forth in any applicable state laws and local ordinances or regulations, and any conditions or requirements imposed by the City in connection with any such approvals or permits shall not conflict with Applicable Law or exceed those typically imposed by the City in connection with similar approvals for other affordable housing development projects in the City. The foregoing requirements are subject to the Land Owner's applications for Subsequent Approvals being in proper form for submittal and processing, including all fees consistent with Section 3.11.3 below and all documents and information required by the City's generally applicable standards in effect at the time of submittal.

3.7.2 In connection with the City's commitment to diligent processing of Subsequent Approvals in Section 3.11.1 below, the City shall, with the concurrence of the Land Owner as to cost, engage consultants or assign City staff for the purpose of coordinating, facilitating, expediting and/or reviewing applications by the Land Owner for Subsequent Approvals. If approved by the Land Owner, the Land Owner shall bear the cost of compensation of such specially assigned consultants and staff and any other City expenses associated with such persons, except as otherwise provided herein. The consultants and staff assigned to the Project shall at all times be persons having a level of training and experience commensurate with the size and complexity of the Project and the diversity of further approvals and permits required for the Project.

3.7.3 With the City Approvals, the City has made a final policy decision that the development of the Property is consistent with the City Approvals and is in the best interests of the City's public health, safety, and general welfare. Accordingly, the City shall not use its authority in considering any application for a Subsequent Approval that is consistent with the City Approvals to change the policy decisions reflected by the City Approvals. Nothing herein shall limit the ability of the City to require the necessary reports, analyses, or studies to assist in determining whether the requested Subsequent Approvals are consistent with Applicable Law and this Agreement. The City's review of the Subsequent Approvals shall be consistent with this Agreement, including, without limitation, Sections 3.2, 3.7, and 3.11.1 of this Agreement. To the extent consistent with CEQA and NEPA, as determined by the City in its reasonable discretion, the City shall utilize the MND and FONSI to review the environmental effects of Subsequent Approvals and shall not require additional environmental review pursuant to CEQA and NEPA except as may be mandated by state or federal law as provided in Section 3.5.3 above.

3.7.4 Notwithstanding the above, as required by Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of Government Code Section 66473.7, if applicable, and shall be extended from time to time as required by Government Code Section 66452.6.

3.8 Life of City Approvals and Subsequent Approvals. If any City Approval or Subsequent Approval shall expire, Land Owner shall retain all vested rights contained in this

Agreement and shall be entitled to re-approval of the City Approvals and Subsequent Approvals consistent with Applicable Law.

3.9 Timing of Development. The Parties acknowledge that development of the Project will be affected by numerous factors outside the control of the Land Owner, e.g., general economic conditions, interest rates and market demand. Accordingly, the Parties hereby acknowledge and agree that the Land Owner may develop the Property in such order and at such rate and times as are appropriate within the Land Owner's business judgment, subject to compliance by the Land Owner with the City Approvals and such other conditions and requirements imposed by the City and not in conflict with this Agreement.

3.10 Land Owner Obligations.

3.10.1 As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement, and as a material inducement to City to enter into this Agreement, Land Owner has offered and agreed to provide public improvements to the City as set forth in the City Approvals and has further agreed to comply with all of its obligations under this Agreement, including, in particular, the obligations set forth in this Section 3.10.

3.10.2 Prior to the issuance of the first building permit for the Project, Land Owner shall submit a final phasing plan to the City which shall specify the order in which the phases shall be built and which road improvements required by the City Approvals shall be completed as part of each phase of development. Land Owner shall substantially complete any required improvements to Baseline Street, Waterman Avenue, Olive Street, and La Junita Street prior to final inspection of the first unit in the corresponding phase of development or shall post adequate security to ensure completion within 90 days. After Land Owner has improved La Junita Street to public street standards, City hereby agrees to accept the dedication of La Junita Street from Land Owner.

3.11 City Obligations.

3.11.1 Diligent Processing of Subsequent Approvals. City staff shall diligently process in good faith all Subsequent Approvals and shall approve or recommend approval or conditional approval to the Planning Commission and City Council of the Subsequent Approvals if, as determined by the City in its reasonable discretion, the Subsequent Approvals comply with Applicable Law, CEQA, NEPA and other relevant state and federal laws and regulations.

3.11.2 Provision of Density Bonus and Concessions. Under the Density Bonus Law, the Project is entitled to receive a density bonus of up to thirty-five percent (35%), three concessions and incentives, waivers, and parking concessions, all as defined in the Density Bonus Law. Land Owner has applied for a density bonus of twenty-five percent (25%) for the Project pursuant to City Municipal Code Section 19.04.030(2)(D) (the "Density Bonus Ordinance") and the Density Bonus Law. Developer is also providing Senior Units which are allowed a fifty percent (50%) density increase pursuant to City Municipal Code Section 19.04.010(2)(E). City has approved the requested density bonuses, concessions, and incentives as shown in Exhibit B and incorporated herein by this reference.

3.11.3 Fees and Fee Credits. The Parties recognize that fees which may be imposed by the City ("City Fees") upon the Project fall within two categories (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary exactions which are intended to defray the costs of public facilities related to development projects (e.g. parks, streets, utilities, including sewer and water connection fees, and traffic controls) ("Impact Fees").

(a) Processing Fees. For a ten (10)-year period commencing upon the Effective Date, the City shall charge Processing Fees against the Project based upon the processing fees in effect on the Effective Date of this Agreement, except for any processing fees imposed by the City Municipal Water Department (the "Water Department"), including but not limited to sewer capacity fees and water acquisition of service charges imposed by the Water Department. Additionally, the Land Owner shall reimburse the City for actual consultant costs required to process Subsequent Approvals. A list of the categories and amounts of Processing Fees in effect as of the Effective Date of this Agreement is attached hereto as Exhibit C (the "Current Processing Fee Schedule"). After the ten (10)-year period, the City may charge those reasonably justified Processing Fees which are in force and effect within the jurisdiction of the City for the broadly based class of Subsequent Approvals being applied for.

(b) Impact Fees.

(i) Within each phase of development, City may impose Impact Fees only for increased development within that phase. Land Owner shall pay no Impact Fees for development that replaces Existing Dwelling Units or existing square footage for non-residential structures within that phase. The Land Owner may defer payment of Impact Fees imposed on each structure until the later to occur of the following for that structure: the time of the City's release of utility meters or final inspection. For any public facilities constructed by Land Owner which are included in any current Impact Fee list, such fees shall be credited in lieu by City. The amount of the credit shall be limited to the amount of cost estimated for the improvements as identified in the associated fee study (the "Fee Study") regardless of the actual cost. The amount of the credit shall not exceed the amount of the respective fee in question for which credit is sought. In the event that only a portion of a facility identified in the Fee Study is constructed, the credit amount will be a prorated amount that reflects the appropriate portion of the estimated cost of the facility as identified in the Fee Study as determined by the Director of Public Works.

(ii) Sewer Connection Fees. Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay sewer connection fees for the Project as specified in Condition No. 41 in the conditions of approval of Tentative Tract Map 18829 (Subdivision 11-03) and Conditional Use Permit 11-13.

(iii) Water Acquisition of Service Charges Imposed by the Water Department. Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay water acquisition of service charges for a structure prior to final inspection of that structure; provided, however, that Land Owner shall only pay water acquisition of service charges for units developed in each phase in excess of the Existing Dwelling Units and existing square footage for non-residential structures in that phase. The number of Existing Dwelling Units and non-residential square footage shall be calculated for each phase, such that at project

completion, the Water Department shall credit Land Owner for water acquisition of service charges for all of the Project's Existing Dwelling Units and non-residential square footage in accordance with the Water Department's Rule and Regulation No. 5 and the City and Water Department approvals.

(iv) Sewer Capacity Fees Imposed by the Water Department.

Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay sewer capacity fees for a structure prior to final inspection of that structure; provided, however, that Land Owner shall only pay sewer capacity fees for units and non-residential square footage developed in each phase in excess of the Equivalent Dwelling Units (EDUs) for the Existing Dwelling Units and existing non-residential square footage in that phase. The number of EDUs for the Existing Dwelling Units and existing non-residential square footage shall be calculated for each phase, such that at project completion, the Water Department shall credit Land Owner for sewer capacity fees for all of the Project's existing EDUs in accordance with City Municipal Code Section 13.08.055B and the City and Water Department approvals.

(v) For a ten (10)-year period commencing upon the Effective Date, the City shall charge Impact Fees against the Project based upon the processing fees in effect on the Effective Date of this Agreement, except for sewer capacity fees, water acquisition of service charges, and other Impact Fees imposed by the Water Department.. A list of the categories and amounts of Impact Fees in effect as of the Effective Date of this Agreement is attached hereto as Exhibit D (the "Current Impact Fee Schedule"). After the ten (10)-year period, the City may charge those Impact Fees which are in force and effect within the jurisdiction of the City for the broadly based type of development being applied for.

(c) Fee Categories. The City shall not impose upon the Project any categories of fees or other monetary exactions which are not included within (i) the Processing Fees as those categories exist as of the date of this Agreement, or (ii) the Impact Fees as those categories exist on the Effective Date of this Agreement, unless required by state or federal law or regulations.

3.12 Mutual Obligations of the Parties. City has agreed to provide Land Owner with the long term assurances, vested rights, and other City obligations described in this Agreement, including, in particular, those City obligations described in this Article III, in consideration for the Land Owner's obligations contained in this Agreement, including, in particular, those Land Owner obligations described in this Article III. Land Owner has agreed to provide City with the Land Owner obligations described in this Agreement, including, in particular, those Land Owner obligations described in this Article III, in consideration for the City's obligations contained in this Agreement, including, in particular, those City obligations described in this Article III.

#### ARTICLE IV AMENDMENT, CANCELLATION, AND TERMINATION OF AGREEMENT

4.1 Amendment or Cancellation Procedure. This Agreement may be voluntarily terminated in whole or in part or amended by the mutual consent of the Parties or their successors in interest. In accordance with Municipal Code Chapter 19.40, the procedure for amendments shall be a tiered review procedure as follows:

4.1.1 Amendment of City Approvals. To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified by submittal of an application from the Land Owner and following the procedures for such amendment or modification contained in the San Bernardino Municipal Code. Upon any approval of such an amendment or modification, the amendment or modification to the City Approval shall automatically be deemed to be incorporated into the Applicable Law and into the provisions of this Agreement without any further requirement to amend this Agreement.

4.1.2 Other Amendments. Any other cancellation or amendment of this Agreement may be made only upon compliance with the provisions of Government Code Section 65858 and those procedures prescribed in Chapter 19.40 of the San Bernardino Municipal Code for entering into a new development agreement, including, but not limited to, public hearings before the San Bernardino Planning Commission and City Council and adoption of the amendment or cancellation by resolution.

4.2 Recordation of Amendment or Cancellation. The City Clerk shall record any amendment or cancellation with the San Bernardino County Recorder not later than ten (10) days after the effective date of the action effecting such amendment or cancellation, accompanied by a legal description of the Property.

4.3 Amendments to Development Agreement Legislation. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Law, as those provisions existed at the date of execution of this Agreement. No amendment or addition to the Development Agreement Law which would materially affect the substantive provisions of this Agreement or the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing to amend this Agreement to permit such applicability.

## ARTICLE V ANNUAL REVIEW

5.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) calendar days following each anniversary of Effective Date of this Agreement, the Land Owner shall submit to the City Manager written documentation demonstrating good-faith compliance with the terms of this Agreement ("Annual Report"). Failure by the Land Owner to submit the Annual Report in a timely manner shall not itself constitute a breach of this Agreement, unless the City has first given the Land Owner a minimum of thirty (30) calendar days' written notice and the Land Owner fails to submit the Annual Report within thirty (30) calendar days after receipt of such written notice.

5.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any Subsequent Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the recording date or the date of the preceding annual review. The City shall

review all the information contained in such report in determining the Land Owner's good faith compliance with this Agreement.

5.3 Waiver. The City does not waive any claim of defect in performance by the Land Owner if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder. However, in the event that the City, following receipt of the Annual Report for any year, fails to review the information contained therein and/or to determine the Land Owner's good faith compliance with this Agreement within ninety (90) calendar days following the date of such receipt, the Land Owner shall be deemed to be in good faith compliance with regard to the period covered by that Annual Report.

## ARTICLE VI DEFAULT, REMEDIES, AND TERMINATION

6.1 Default. A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("Default").

6.2 Remedies for Default. City and Land Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Land Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Land Owner agree that in the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suits for specific performance to remedy a specific breach, (b) suits for declaratory or injunctive relief, (c) suits for mandamus under Code of Civil Procedure Section 1085, or special writs, and (d) termination or cancellation of this Agreement. Except for attorneys' fees and costs as set forth in Section 11.3 below, monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under Section 3.10 of this Agreement. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Any legal action by a Party alleging a Default must be filed within ninety (90) days from date of declaring such default (the "Declaration of Default") as contained in the Notice of Default as defined below and after following the procedures in Section 6.3 below.

### 6.3 Notice and Procedure Regarding Defaults.

6.3.1 Default by Land Owner. The Land Owner shall be deemed in Default of the terms of this Agreement if a finding is made by the City Manager, upon the basis of substantial evidence, that the Land Owner has not complied with one or more of the material terms or conditions of this Agreement. A default on the part of an Assignee, as defined below, after an Assignment in conformance with all provisions of Section 8.2 below shall not constitute a Default of this Agreement by the Land Owner for those obligations under this Agreement that have been assigned to the Assignee.

(a) If the City Manager believes the Land Owner to be in Default of this Agreement, the City Manager or his or her designee shall make a Declaration of Default by giving the Land Owner thirty (30) calendar days' written notice specifying the nature of the alleged Default (the "Notice of Default") and, when appropriate, the manner in which the Default may be satisfactorily cured. Failure or delay in giving the Notice of Default shall not constitute a waiver of such violation.

(b) The Land Owner may appeal a Declaration of Default by filing a notice of appeal with the City Clerk within the thirty (30) calendar day cure period described in the preceding paragraph. The Land Owner's appeal shall be placed on the agenda of the next regularly scheduled meeting of the City Council, which shall be an open meeting but not a public hearing. If the City Council finds that a Default has occurred and is continuing, the Land Owner shall be given sixty (60) calendar days within which to cure such Default; provided that such time period may be extended by the City Manager for a period not to exceed 180 calendar days, upon a determination that the Land Owner is engaged in making good faith efforts to cure the Default. At the next City Council meeting following expiration of the period allowed by the City Council for curing the Default, or any extension thereof, the City Council shall set forth by motion or resolution its determination as to (i) the continuation of the Default and (ii) any action to be taken, which action may include amendment or termination of this Agreement. Any action to terminate shall be in the form of a resolution supported by written findings and be in compliance with Section 4.1 above.

(c) After proper notice and expiration of the cure period without appeal, cure, or commencement of substantial effort toward a cure by the Land Owner, the City may take unilateral action by adoption of a resolution with written findings to terminate or amend this Agreement.

6.3.2 Default by City. The City shall be deemed in Default of the terms of this Agreement upon failure of the City to carry out any of its obligations hereunder.

(a) If the Land Owner believes the City to be in Default of this Agreement, the Land Owner promptly shall make a Declaration of Default by filing a Notice of Default with the City Manager setting forth the grounds upon which a Default is claimed, facts in support of such grounds, and the means through which such Default may be cured. The City shall have thirty (30) calendar days following the date of receipt of a Notice of Default from Land Owner within which to take action to deny the claim, cure the Default, or undertake substantial action toward the cure.

(b) If the action of the City is unsatisfactory to the Land Owner, the Land Owner may make an appeal to the City Council, provided that, within ten (10) days following the date of receipt of the notice of denial of the claim, or within ten (10) days following the date of expiration of the cure period described in the preceding paragraph, whichever occurs first, the Land Owner files with the City Clerk a notice of appeal to the City Council. The City Council thereafter shall consider this matter on the agenda of its next regularly scheduled meeting, which shall be an open meeting but not a public hearing, at which the Land Owner may present information regarding the alleged violation. Based upon the information presented by the Land Owner, the City Council shall make a determination as to whether the City is in Default of this Agreement, as alleged by the Land Owner.

**ARTICLE VII  
ESTOPPEL CERTIFICATE**

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Default(s). The Party receiving a request under this Article VII shall execute and return the certificate within thirty (30) days following receipt of the request. The City Manager is hereby authorized to execute on behalf of the City any certificate requested by Land Owner. Land Owner and the City acknowledge that a certificate hereunder may be relied upon by transferees and Mortgagees.

**ARTICLE VIII  
TRANSFERS, ASSIGNMENTS**

8.1 Agreement Runs With the Land.

8.1.1 This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

8.1.2 All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to law applicable to such servitudes and covenants, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property hereunder (a) is for the benefit of the Property and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon Land Owner and each successive owner during its ownership of the Property or any portion thereof, and each person or entity having any interest in the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

8.2 Right to Assign.

8.2.1 The Land Owner may assign its rights and obligations hereunder to any other person or entity ("Assignee"), at any time during the term of this Agreement, provided that:



(a) (i) such assignment shall occur in connection with sale, hypothecation or other transfer of a legal or equitable interest in the Property or a portion thereof, including any foreclosure of a mortgage or deed of trust or a deed in lieu of foreclosure, or in connection with formation of a new entity which is the assignee and in which the Land Owner is a partner, member or other form of co-owner, or (ii) such assignment results from the formation, by Land Owner, of a new legal entity, in which Land Owner has an interest, which will own all or a portion of the Property; and

(b) the Assignee demonstrates the following, to the reasonable satisfaction of the City Manager: (i) the ability to perform or secure any public improvement obligations required by the City in connection with the Project or other interest being transferred, as identified in the conditions of approval or elsewhere in the City Approvals; (ii) the financial capabilities to meet the obligations of this Agreement as they relate to that portion of the Project assigned to Assignee; and (iii) its expertise in managing projects similar in size to the Project or other interest being assigned. The City shall give the Land Owner written notice of its satisfaction or dissatisfaction with the proposed Assignee within thirty (30) calendar days of receipt by the City of the information the City requires pursuant to this Section. The City's failure to timely communicate to Land Owner its approval or disapproval shall result in City being deemed to have approved. The City shall, to the extent permitted by law, treat all such information as confidential and proprietary, to be made available solely to City officials and staff required to review it in order to carry out the purposes of this paragraph.

8.2.2 The Land Owner shall give the City notice of any such assignment, and the Assignee shall provide the City with notice acknowledging its acceptance of its obligations hereunder as a successor in interest to the Land Owner. Upon such assignment, the acceptance thereof by the Assignee and provision of the required notices to the City by both the Land Owner and the Assignee, the Land Owner shall be relieved of its rights and obligations hereunder to the extent that such rights and obligations have been specifically transferred to and accepted by the Assignee. Only upon compliance with all of conditions set forth in this Section 8.2 shall there be an assignment hereunder (the "Assignment").

8.2.3 Each Assignee acquiring all or any portion of the Property, and thus becoming an Assignee of the rights and obligations in this Agreement to the extent of such property acquisition, shall be entitled to each and all of the rights, and be subject to each and all of the conditions and obligations, set forth in, and established by, the City Approvals. Subsequent to an Assignment under this Section 8.2, all references in this Agreement to "Land Owner" shall mean and refer, instead, to the Assignee as such references pertain to a portion of the Project acquired by the Assignee.

8.2.4 Upon Assignment and approval of that Assignment as provided in Section 8.2.1 above, such Assignee shall be entitled to all of the rights and be subject to all of the obligations as set forth in this Agreement, as such rights and obligations apply specifically, either wholly or pro-rata, to that portion of the Project to which Assignee has acquired an interest as the result of such Assignment. Such rights and obligations shall include, by way of example only, the obligations concerning Impact Fees and the rights concerning waivers and refunds, each and all as they apply to that portion of the Project so assigned. Any default by the Land Owner in the terms or conditions of this Agreement or in the City Approvals, existing at the time of assignment of any of its rights and obligations hereunder, shall remain the obligation of the Land

Owner, unless the Assignee expressly accepts such obligation and the City expressly approves the assignment of such obligation. Any default by the Assignee in the terms or conditions of this Agreement or in the City Approvals, occurring after the time of assignment of any rights and obligations of the Land Owner to the Assignee, shall be solely the responsibility of that Assignee, and shall not be deemed to be a default by either the Land Owner or any other Assignee and shall not affect the rights occurring to any other portion of the Property pursuant to this Agreement or the City Approvals.

8.3 Release Upon Sale or Completion of Development. At such time as: (a) any single dwelling unit is sold to an individual homebuyer member of the general public; or (b) within a single phase, as described in Section 3.10.2, all on-site and off-site construction is completed in compliance with the City Approvals, and the final inspection or its equivalent is approved by the City for all structures within that phase, then such individual dwelling unit or phase, as applicable, shall be deemed released from all of the restrictions and obligations of this Agreement and shall thereafter be forever conveyed free and clear of the provisions and obligations contained in this Agreement. The release of any dwelling unit or phase, as applicable, from the restrictions of this Agreement shall not otherwise amend, modify, invalidate, release, or terminate the rights and obligations of the Land Owner or any Assignee under this Agreement as to the remainder of the Property subject to this Agreement and not deemed released in accordance with the first sentence of this Section 8.3. If reasonably required, the Parties shall execute such further assurances as may be necessary to confirm the release and termination of the restrictions contained in this Agreement

## ARTICLE IX MORTGAGEE PROTECTION

9.1 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including, but not limited to, City's remedies to terminate the rights of Land Owner (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under Applicable Law.

9.3 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Land Owner or any approved assignee requesting a copy of any Notice of Default given Land Owner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Land Owner's cost), concurrently with service to Land Owner, any notice given to Land Owner with respect to any claim by City the Land Owner is in Default under this Agreement, and if City issues a Declaration of Default, City shall, if so requested by the Mortgagee, likewise serve at Mortgagee's cost (or Land Owner's cost) notice on the Mortgagee concurrently with service on Land Owner. Each Mortgagee shall have the right, but not the obligation, during the same period available to Land Owner to cure or remedy, or to commence to cure or remedy, the event of Default claimed in the Notice of Default or Declaration of Default, and City will accept such cure or remedy as though performed by Land Owner.

9.4 No Supersedure. Nothing in this Article IX shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Article IX constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 9.3 above.

9.5 Mortgagee Protection. The Parties hereto agree that this Agreement shall not prevent or limit the Land Owner, in any manner, at Land Owner's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing may require certain interpretations and modifications to this Agreement and agrees, upon request, from time to time, to meet with the Land Owner and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including, without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure (also deemed a Mortgagee) on the Property shall be entitled to the following rights and privileges.

## ARTICLE X NOTICES

10.1 Notices. Notices, demands, correspondence and communications between City and Land Owner shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express or DHL to the offices of City and Land Owner indicated below, provided that a receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City:  
 City Manager  
 City of San Bernardino  
 300 North "D" Street, 6<sup>th</sup> Floor  
 San Bernardino, California 92418

With copy to:

City Attorney  
 City of San Bernardino  
 300 North "D" Street, 6<sup>th</sup> Floor  
 San Bernardino, California 92418

Land Owner:

Executive Director  
 Housing Authority of the County of San Bernardino  
 715 East Brier Drive  
 San Bernardino, California 92408

With Copy to:

Goldfarb & Lipman LLP  
 1300 Clay Street, Eleventh Floor  
 Oakland, CA 94612  
 Attn: Barbara Kautz

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given and received on the earlier of the date personal delivery is made or on the delivery date or attempted delivery date shown on the return receipt or air bill. Counsel for a Party may provide notice for each Party with the same force and effect as if notice were given by the Party.

## ARTICLE XI MISCELLANEOUS

### 11.1 Third-Party Legal Challenge.

11.1.1 Actions of the Parties. In the event of any legal action, claim, or proceeding instituted by a third party challenging the validity of any provision of this Agreement, the City Approvals, or the Subsequent Approvals ("Third Party Challenge"), the City shall actively defend against any such action or proceeding, including taking all reasonable measures to protect the enforceability of the Agreement. The Land Owner shall pay all actual, reasonable legal expenses associated with such defense. The Parties shall cooperate in defending against any such challenge. The City shall consult regularly with the Land Owner regarding such defense and shall notify the Land Owner of any significant developments relating to the action or proceeding. During the entire course of any such challenge, including any review up to a court of final jurisdiction, this Agreement shall remain in full force and effect. Under no circumstances shall Land Owner be required to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Land Owner.

11.1.2 Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court

in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

11.2 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

11.3 Applicable Law/Venue/Attorneys' Fees and Costs. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Bernardino, State of California. Should any legal action or arbitration be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court, including without limitation costs and fees that may be incurred on appeal. The costs, salary, and expenses of the City Attorney and members of his office in connection with that action shall be considered as "attorneys' fees" for the purpose of this Agreement.

11.4 Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

11.5 Severability. Except as otherwise provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement based on such determination.

11.6 Nondiscrimination. Land Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

11.7 Land Owner Right to Rebuild. City agrees that Land Owner may renovate or rebuild a development located on the Property within the Term of this Agreement should it become necessary due to natural disaster. Any such renovation or rebuilding shall comply with the Applicable Law and this Agreement.

11.8 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

11.9 Agreement is Entire Understanding. This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

11.10 Interpretation. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

11.11 Recordation of Termination. Upon termination of this Agreement, a written statement acknowledging such termination shall be executed by Land Owner and City and shall be recorded by City in the Official Records of San Bernardino County, California.

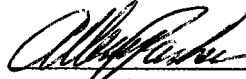
11.12 Signature Pages; Execution in Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

*[Signatures on the Following Page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF SAN BERNARDINO,  
a municipal corporation and charter city

HOUSING AUTHORITY OF THE COUNTY  
OF SAN BERNARDINO, a public body,  
corporate and politic

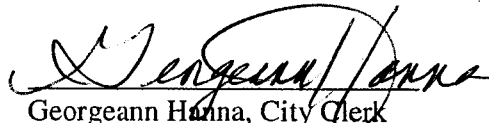
By:   
Allen J. Parker, City Manager

By:   
Daniel J. Nackerman, President/CEO

Dated: 2/26/14

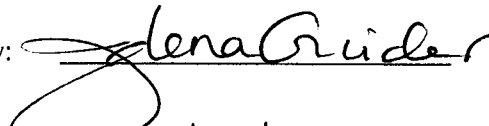
Dated: 3/26/14

ATTEST:

By:   
Georgeann Hanna, City Clerk

Dated: 2/27/14

APPROVED AS TO FORM:  
Gary D. Saenz, City Attorney

By: 

Dated: 2/13/14

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

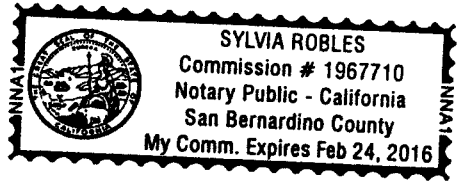
State of California

County of San Bernardino

On 3/26/2014 before me, Sylvia Robles, Notary Public

personally appeared Daniel Nackerman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sylvia Robles  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Development Agreement

Document Date: 2/18/2014 Number of Pages: 65

Signer(s) Other Than Named Above: Allen J. Parker, Georganna Hanna, Gary P. Seenz

**Capacity(ies) Claimed by Signer(s)**

Two columns for signer information. Each column has fields for Name, Title(s), and Capacity (Individual, Partner, Attorney, etc.). Includes 'RIGHT THUMBPRINT OF SIGNER' boxes with 'Top of thumb here' instructions. The second column is crossed out with a diagonal line.

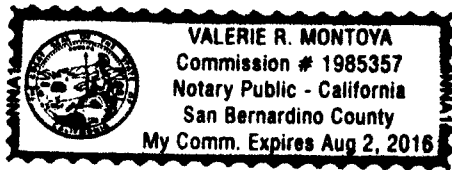


STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN BERNARDINO )

On February 26, 2014, before me, Valerie R. Montoya,  
Notary Public, personally appeared Allen J. Parker, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Valerie R. Montoya  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All that property in the City of San Bernardino, County of San Bernardino, further described as:

Real property in the San Bernardino County of San Bernardino, State of California, described as follows:

PARCEL A: (APN: 0147-211-01-0-000 THROUGH 0147-211-04-0-000)

LOTS 11, 12, 13 AND 14, IN BLOCK 42, RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2 RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM A PARCEL 150 FEET BY 150 FEET IN THE NORTHWEST CORNER OF LOT 11; AND THE EAST 300 FEET OF LOT 14.

PARCEL B: (APN: 0147-181-33-0-000)

THE WEST 40 FEET OF PARCEL 1 OF PARCEL MAP NO. 14951, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP ON FILE IN BOOK 185, PAGES 85 AND 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 0147-181-35-0-000)

THE WEST 40 FEET OF PARCEL 2 OF PARCEL MAP NO. 14951, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP ON FILE IN BOOK 185, PAGES 85 AND 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

**EXHIBIT B****CONCESSIONS PURSUANT TO DENSITY BONUS LAW**

1. A twenty-five percent (25%) maximum density bonus is granted to increase the maximum density of the mixed-income non-senior units from twelve (12) to fifteen (15) units per acre, and a fifty percent (50%) maximum density increase is granted to increase the maximum density of the senior units from twelve (12) to eighteen (18) units per acre, for a maximum of four hundred eleven (411) dwelling units in the Project. Density shall be calculated for the overall Project rather than for each separate phase of development.
2. Three concessions are hereby granted, as described below:
  - a. **Private Open Space.** Dwelling units with private patios that are smaller in area than those required by the City's zoning ordinance as shown in the table below.

**Concession #1: Private Open Space requirements.**

Unit	Unit Type	Unit Description	Unit Size	Required: Private Open Space (sq ft)	Provided: Private Open Space (sq ft)
1 BR	A1	1 BR – seniors	576 sqft	n/a*	102
	A2	1 BR flat – singles/couples	618 sqft	155	104
2 BR	B1	2 BR flat (accessible)	813 sqft	203	105
	B2.1	2 BR townhouse (2 story)	998 sqft	250	269
	B2.2	2 BR townhouse (2 story)	997 sqft	249	282
	B3	2 BR flat (senior building manager unit)	1,088 sqft	n/a*	154
3 BR	C1	3 BR townhouse (2 story)	1,241 sqft	300	267
	C2	3 BR townhouse (2 story accessible)	1,234 sqft	300	294
	C3.1	3 BR townhouse (3 story 20' wide)	1,458 sqft	300	308
	C3.2	3 BR townhouse (3 story 20' wide)	1,455 sqft	300	308
	C4	3 BR shop house (3 story 25' wide)	1,614 sqft	300	200
4 BR	D1.1	4 BR townhouse	1,478 sqft	300	289
	D1.2	4 BR townhouse (accessible)	1,478 sqft	300	289

\*Part of Senior Building – Private Open Space requirements do not apply.

b. **Parking Requirements.** Parking for the Project as shown in the table below.

**Concession #2: Parking:**

Residential Parking Proposed							
Unit Type	# of units	off-street covered pkg per unit proposed	off-street uncovered pkg per unit proposed	Total off-street parking proposed	Total on-street parking (private streets)	Total Parking proposed	Residential Parking Ratio (spaces/unit)
Senior	73	0.0	1.0	73.0	3	76	
1 Bedroom	57	0.0	1.0	57.0		57	
2 Bedroom	137	2.0	0.0	274.0		274	
3 Bedroom	133	2.0	0.0	266.0		266	
4 Bedroom	11	2.0	0.5	27.5		28	
unassigned spaces				28.0	190	218	
<b>Total</b>	<b>411</b>			<b>725.5</b>	<b>193</b>	<b>919</b>	<b>2.23</b>

Non-Residential Parking				
	Area (sqft)	Parking required per use	Parking Required	Parking Spaces Proposed
Recreation and Community Centers	93,350 sqft		TBD*	129
Administration Building	7,387 sqft	1 space/ 250sqft	30	7
Existing Central Shop, Maintenance Bldg, Community Garden Bldg	18,394 sqft	1 space / 1,000 sqft	18.4	32
<b>Total</b>	<b>168</b>			

\* The unique program of the existing community center does not fall under any existing parking requirement category for the City of San Bernardino. Further discussions with the city are needed to determine the required parking standards for this program.

- c. **Setbacks.** Reduced setbacks shown in the table below.

**Concession #3: Setbacks.**

<b>RM (Residential Medium) Zone</b>	<b>Required</b>	<b>Provided</b>
Front Yard	20"-0" min. (25' avg)	16'-9" min.
Side Yard: 2 story	10"-0" min (+1' per 15' wall length)	6'-3" min.
Rear Yard	10"-0"	10'-0" min.
Distance between Buildings	20"-0"	6'-10" min.

## EXHIBIT C

## CURRENT PROCESSING FEE SCHEDULE



<b>SCHEDULE OF FEES</b>
-------------------------

<b>Building &amp; Safety Division, Community Development Department</b> 300 North D Street, San Bernardino, CA 92418 Ph: (909) 384-5071 Fax: (909) 384-3080 Website: <a href="http://www.sbcity.org">www.sbcity.org</a>
--

**I. Plan Review and Building Permits Fees**

The plan review and building permit fees applicable to building construction projects in the City of San Bernardino are provided in the following tables. These fees are collected to cover the costs of the plan review and building inspection services provided as part of the building permit process.

These fees do not include Development Impact Fees, School Fees, Engineering Division Fees, Planning Division Fees, Water Department Fees, Health Department Fees, or other fees collected for other purposes, unless noted otherwise.

**A. Determining Plan Review Fees**

In order to determine the Plan Review Fee for a project the following procedure should be followed:

1. **Plan Review Deposit (all except 1 and 2 family dwellings):**
  - a.) Identify the Construction Cost Factor in Table 2 based on the building's occupancy group (use) and type of construction, then multiply this factor by the square footage of the use. The result is the valuation of the construction. If the building contains mixed uses, compute the valuation of each distinct use and add the valuations together to get the total valuation of the building.
  - b.) Find the appropriate valuation range in the left-hand column of Table 3 that corresponds to the total valuation. Select the appropriate column (residential or commercial) to determine the plan review deposit fee.
2. **Total Plan Review Fees:**  
The Total Plan Review Fee is the sum of the following fee components, when applicable:
 
$$\text{Total} = \text{Plan Review Deposit} + \text{Expeditious Plan Review} + \text{E/P/M Plan Review} + \text{Energy Plan Review} + \text{Fire Plan Review} + \text{Accessibility Plan Review} + \text{Zoning Review}$$
3. **Hourly Plan Review Rate.**  
The hourly rate for in-house plan review is \$94.15. When expeditious review is requested by the applicant and performed by an outside vendor, any plan review billed hourly shall be at the vendor's prevailing hourly rate, which is typically higher than the City rate.
4. **One & Two Family Residential Construction - Plan Review**  
Plan reviews of new single-family and duplex residential construction, additions or alteration thereto, will be performed at the hourly rate. Repetitive tract housing units will be billed at one hour. The plan review deposit for new 1 & 2 family dwellings is equal to 5 hours. The deposit for additions is equal to 3 hours.

## B. Determining Building Permit Fees

### 1. Single-family Residential Construction

#### A. Additions

- Additions without a bath or kitchen: \$1.39 per sq. ft.
- Additions with a bath or kitchen: \$1.54 per sq. ft.
- Minimum fee for additions: \$300.
- Maximum fee for additions up to 1200 sq. ft.: \$1166.
- The fee for additions over 1200 sq. ft. is as indicated in Table 1B.

#### B. New Single-family Tract Homes (constructed in phases of five or more homes)

- Refer to Table 1A.

#### C. New Single-family Infill or Custom Homes

- Refer to Table 1B.

### 2. Commercial, Industrial, and Multifamily

#### Basic Building Permit Fee:

The basic building permit fee is listed in the 2<sup>nd</sup> column of Table 3.

#### Total Building Permit Fee:

The Total Building Permit Fee is the sum of the following fee components, when applicable:

**Total = Basic Building Permit Fee + Issuance Fees + Elec/Plbg/Mech Permit Fees +  
 Certificate of Occupancy Fee + SMIP Fee\* + Cultural Development Impact Fee + Archive  
 Fee + Technology Fee**

(\*SMIP = Strong Motion Instrumentation Program Fees)

## BUILDING VALUATION DATA

The Community Development Department uses the following cost factors (dollars per square foot) to determine project valuation under Section 304.2 of the Uniform Administrative Code as adopted by the City of San Bernardino. Plan check and building permit fees for occupancies other than single-family residences are based on value of the project per Section 304. Valuation of a project is determined by the Building Official. The cost factors contained in Table 2 are used to calculate building valuation, which in turn is used to determine permit and plan check fees in Table 3. Valuation may or may not have a resemblance to actual square foot cost of a project. In most cases the costs indicated are below market rates compared to a bid, contract price, assessed value or sales price. The use of these cost factors by the City simply assures consistency and uniformity in the amount of fees collected for projects of similar size, construction, and occupancy.

**B. Determining Building Permit Fees**

**1. Single-family Residential Construction**

**A. Additions**

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**B. New Single-family Tract Homes (constructed in phases of five or more homes)**

- Refer to Table 1A

**C. New Single-family Infill or Custom Homes**

- Refer to Table 1B

**2. Commercial, Industrial, and Multifamily**

**Basic Building Permit Fee:**

The basic building permit fee is listed in the 2<sup>nd</sup> column of Table 3.

**Total Building Permit Fee:**

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$$\text{Total} = \text{Basic Building Permit Fee} + \text{Issuance Fees} + \text{Elec/Plbg/Mech Permit Fees} + \text{Certificate of Occupancy Fee} + \text{SMIP Fee*} + \text{Cultural Development Impact Fee} + \text{Archive Fee} + \text{Technology Fee}$$

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**BUILDING VALUATION DATA**

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Table 2. (continued)	Other Costs	UNIT CONSTRUCTION COST
BLOCK WALLS:	- 4' high	\$30.00 /ln. ft.
	- 5' high	\$37.00 /ln. ft.
	- 6' high	\$44.00 /ln. ft.
	-- other	\$7.35 /sq. ft.
DEMOLITION:	(valuation = contract price)	(valuation = contract price)
DRYWALL		\$18.00 /sheet
FIREPLACE		\$3000.00 ea.
PATIOS, PORCHES		\$19.55 /sq. ft.
PATIO SLAB ONLY WITH FOOTING		\$6.45 /sq. ft.
PATIO COVER ONLY		\$13.10 /sq. ft.
REROOFING (1 square = 100 sq. ft.)		
- Built-up		\$210.00/square
- Composition Shingles		\$165.00/square
- Shake or Tile		\$320.00/square
- Resheathing		\$ 96.00/square
SIGNS:	(by valuation)	
SIDING, EXTERIOR		\$3.00/sq. ft.
STUCCO:		\$4.44 /sq. ft.
SWIMMING POOLS AND SPAS - GUNITE		(valuation = contract price)
- MANUFACTURED ABOVE-GROUND POOL/SPA		\$125/\$75
TENANT IMPROVEMENT	(Use 30% of cost per square foot)	30%
WINDOW CHANGE OUTS (per window)		\$370.00 ea.

\*Deduct 20 % for shell only buildings.

\*\* Use 30% for tenant improvements.

**TABLE 3 Plan Review and Building Permit Fees**  
**Commercial, Industrial, and Multifamily Residential Occupancies**

Note: The following table provides basic permit and plan review fees based on valuation for commercial, industrial, and multifamily residential occupancies. Additional fees for permit issuance, electrical, plumbing, mechanical, development impacts, sewer capacity, schools, etc may apply.

TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total	TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total
1,00 - 500	60.00	14.25	74.25				
501 - 600	60.00	16.15	76.15				
601 - 700	60.00	18.05	78.05				
701 - 800	60.00	19.95	79.95				
801 - 900	60.00	21.85	81.85				
901 - 1,000	60.00	23.75	83.75				
1,001 - 1,100	60.00	25.65	85.65	30,001 - 31,000	291.00	276.45	567.45
1,101 - 1,200	60.00	27.55	87.55	31,001 - 32,000	297.50	282.63	580.13
1,201 - 1,300	60.00	29.45	89.45	32,001 - 33,000	304.00	288.80	592.80
1,301 - 1,400	60.00	31.35	91.35	33,001 - 34,000	310.50	294.98	605.48
1,401 - 1,500	60.00	33.25	93.25	34,001 - 35,000	317.00	301.15	618.15
1,501 - 1,600	60.00	35.15	95.15	35,001 - 36,000	323.50	307.33	630.83
1,601 - 1,700	60.00	37.05	97.05	36,001 - 37,000	330.00	313.50	643.50
1,701 - 1,800	60.00	38.95	98.95	37,001 - 38,000	336.50	319.68	656.18
1,801 - 1,900	60.00	40.85	100.85	38,001 - 39,000	343.00	325.85	668.85
1,901 - 2,000	60.00	42.75	102.75	39,001 - 40,000	349.50	332.03	681.53
				40,001 - 41,000	356.00	338.20	694.20
				41,001 - 42,000	362.50	344.38	706.88
2,001 - 3,000	60.00	51.30	111.30	42,001 - 43,000	369.00	350.55	719.55
3,001 - 4,000	63.00	59.85	122.85	43,001 - 44,000	375.50	356.73	732.23
4,001 - 5,000	72.00	68.40	140.40	44,001 - 45,000	382.00	362.90	744.90
5,001 - 6,000	81.00	76.95	157.95	45,001 - 46,000	388.50	369.08	757.58
6,001 - 7,000	90.00	85.50	175.50	46,001 - 47,000	395.00	375.25	770.25
7,001 - 8,000	99.00	94.05	193.05	47,001 - 48,000	401.50	381.43	782.93
8,001 - 9,000	108.00	102.60	210.60	48,001 - 49,000	408.00	387.60	795.60
9,001 - 10,000	117.00	111.15	228.15	49,001 - 50,000	414.50	393.78	808.28
10,001 - 11,000	126.00	119.70	245.70	50,001 - 51,000	419.50	398.05	817.55
11,001 - 12,000	135.00	128.25	263.25	51,001 - 52,000	423.00	402.33	825.33
12,001 - 13,000	144.00	136.80	280.80	52,001 - 53,000	428.00	406.60	834.60
13,001 - 14,000	153.00	145.35	298.35	53,001 - 54,000	432.50	410.88	843.38
14,001 - 15,000	162.00	153.90	315.90	54,001 - 55,000	437.00	415.15	852.15
15,001 - 16,000	171.00	162.45	333.45	55,001 - 56,000	441.50	419.43	860.93
16,001 - 17,000	180.00	171.00	351.00	56,001 - 57,000	446.00	423.70	869.70
17,001 - 18,000	189.00	179.55	368.55	57,001 - 58,000	450.50	427.98	878.48
18,001 - 19,000	198.00	188.10	386.10	58,001 - 59,000	455.00	432.25	887.25
19,001 - 20,000	207.00	196.65	403.65	59,001 - 60,000	459.50	436.53	896.03
20,001 - 21,000	216.00	205.20	421.20	60,001 - 61,000	464.00	440.80	904.80
21,001 - 22,000	225.00	213.75	438.75	61,001 - 62,000	468.50	445.08	913.58
22,001 - 23,000	234.00	222.30	456.30	62,001 - 63,000	473.00	449.35	922.35
23,001 - 24,000	243.00	230.85	473.85	63,001 - 64,000	477.50	453.63	931.13
24,001 - 25,000	252.00	239.40	491.40	64,001 - 65,000	482.00	457.90	939.90
25,001 - 26,000	258.00	245.10	503.10	65,001 - 66,000	486.50	462.18	948.68
26,001 - 27,000	265.00	251.75	516.75	66,001 - 67,000	491.00	466.45	957.45
27,001 - 28,000	271.00	257.45	528.45	67,001 - 68,000	495.50	470.73	966.23
28,001 - 29,000	278.00	264.10	542.10	68,001 - 69,000	500.00	475.00	975.00
29,001 - 30,000	284.00	269.80	553.80	69,001 - 70,000	504.50	479.28	983.78

s/fees/schedule of fees (revised Sept. 8, 2008)

TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total	TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total
70,001 - 71,000	509.00	483.55	992.55	120,001 - 121,000	713.00	677.35	1390.35
71,001 - 72,000	513.50	487.83	1001.33	121,001 - 122,000	716.50	680.68	1397.18
72,001 - 73,000	518.00	492.10	1010.10	122,001 - 123,000	720.00	684.00	1404.00
73,001 - 74,000	522.40	496.38	1018.78	123,001 - 124,000	723.50	687.33	1410.83
74,001 - 75,000	527.00	500.65	1027.65	124,001 - 125,000	727.00	690.65	1417.65
75,001 - 76,000	531.50	504.93	1036.43	125,001 - 126,000	730.50	693.98	1424.48
76,001 - 77,000	536.00	509.20	1045.20	126,001 - 127,000	734.00	697.30	1431.30
77,001 - 78,000	540.40	513.38	1053.78	127,001 - 128,000	737.50	700.63	1438.13
78,001 - 79,000	545.00	517.75	1062.75	128,001 - 129,000	741.00	703.95	1444.95
79,001 - 80,000	549.50	522.03	1071.53	129,001 - 130,000	744.50	707.28	1451.78
80,001 - 81,000	554.00	526.50	1080.50	130,001 - 131,000	748.00	710.60	1458.60
81,001 - 82,000	558.50	530.58	1089.08	131,001 - 132,000	751.50	713.93	1465.43
82,001 - 83,000	563.00	534.85	1097.85	132,001 - 133,000	755.00	717.25	1472.25
83,001 - 84,000	567.50	539.13	1106.63	133,001 - 134,000	758.50	720.58	1479.08
84,001 - 85,000	572.00	543.40	1115.40	134,001 - 135,000	762.00	723.90	1485.90
85,001 - 86,000	576.00	547.68	1123.68	135,001 - 136,000	765.50	727.23	1492.73
86,001 - 87,000	581.00	551.95	1132.95	136,001 - 137,000	769.00	730.55	1499.55
87,001 - 88,000	585.00	556.23	1141.23	137,001 - 138,000	772.50	733.88	1506.38
88,001 - 89,000	590.00	560.50	1150.50	138,001 - 139,000	776.00	737.20	1513.20
89,001 - 90,000	594.50	564.78	1159.28	139,001 - 140,000	779.50	740.53	1520.03
90,001 - 91,000	599.00	569.05	1168.05	140,001 - 141,000	783.00	743.85	1526.85
91,001 - 92,000	603.50	573.33	1176.83	141,001 - 142,000	786.50	747.18	1533.68
92,001 - 93,000	608.50	577.60	1186.10	142,001 - 143,000	790.00	750.50	1540.50
93,001 - 94,000	612.50	581.88	1194.38	143,001 - 144,000	793.50	753.83	1547.33
94,001 - 95,000	617.00	586.15	1203.15	144,001 - 145,000	797.00	757.15	1554.15
95,001 - 96,000	621.50	590.43	1211.93	145,001 - 146,000	800.50	760.48	1560.98
96,001 - 97,000	626.00	594.70	1220.70	146,001 - 147,000	804.00	763.80	1567.80
97,001 - 98,000	630.50	598.98	1229.48	147,001 - 148,000	807.50	767.13	1574.63
98,001 - 99,000	635.00	603.25	1238.25	148,001 - 149,000	811.00	770.45	1581.45
99,001 - 100,000	639.50	607.53	1247.03	149,001 - 150,000	814.50	773.78	1588.28
100,001 - 101,000	643.00	610.85	1253.85	150,001 - 151,000	818.00	777.10	1595.10
101,001 - 102,000	648.50	614.18	1260.68	151,001 - 152,000	821.50	780.43	1601.93
102,001 - 103,000	653.00	617.50	1267.50	152,001 - 153,000	825.00	783.75	1608.75
103,001 - 104,000	658.50	620.83	1274.33	153,001 - 154,000	828.50	787.08	1615.58
104,001 - 105,000	667.00	624.15	1281.15	154,001 - 155,000	832.00	790.40	1622.40
105,001 - 106,000	669.50	627.48	1287.98	155,001 - 156,000	835.50	793.73	1629.23
106,001 - 107,000	664.00	630.80	1294.80	156,001 - 157,000	839.00	797.05	1636.05
107,001 - 108,000	667.50	634.11	1301.61	157,001 - 158,000	842.50	800.38	1642.88
108,001 - 109,000	671.00	637.45	1308.45	158,001 - 159,000	846.00	803.70	1649.70
109,001 - 110,000	674.50	640.78	1315.28	159,001 - 160,000	849.50	807.03	1656.53
110,001 - 111,000	678.00	644.10	1322.10	160,001 - 161,000	853.00	810.35	1663.35
111,001 - 112,000	681.50	647.43	1328.93	161,001 - 162,000	856.50	813.68	1670.18
112,001 - 113,000	685.00	650.75	1335.75	162,001 - 163,000	860.00	817.00	1677.00
113,001 - 114,000	688.50	654.08	1342.58	163,001 - 164,000	863.50	820.33	1683.83
114,001 - 115,000	692.00	657.40	1349.40	164,001 - 165,000	867.00	823.65	1690.65
115,001 - 116,000	695.50	660.73	1356.23	165,001 - 166,000	870.50	826.98	1697.48
116,001 - 117,000	699.00	664.05	1363.05	166,001 - 167,000	874.00	830.30	1704.30
117,001 - 118,000	702.50	667.38	1369.88	167,001 - 168,000	877.50	833.63	1711.13
118,001 - 119,000	706.00	670.70	1376.70	168,001 - 169,000	881.00	836.95	1717.95
119,001 - 120,000	709.50	674.03	1383.53	169,001 - 170,000	884.50	840.28	1724.78

For higher valuations use the formulas below.

**Building Permit Fees:**

For valuation ranges beyond the scope of the above table the following formulas can be used to determine the basic building permit fee:

Where the valuation (V) is between \$100,000.00 and \$500,000.00 -- \$639.50 for first \$100,000.00 and \$3.50 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$639.50 + \left( \frac{V - 100,000}{1000} \right) (3.50)$$

Where the valuation (V) is between \$500,000.00 thru \$1,000,000.00 -- \$2,039.50 for first \$500,000.00 and \$3.00 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$2,039.50 + \left( \frac{V - 500,000}{1000} \right) (3.00)$$

Where the valuation (V) is \$1,000,000.00 or greater -- \$3,539.50 for first \$1,000,000.00 and \$2.00 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$3,539.50 + \left( \frac{V - 1,000,000}{1000} \right) (2.00)$$

**Plan Review Fees:**

For valuation ranges beyond the scope of this table the Plan Review Fee shall be as follows:

Commercial/Industrial and Multifamily Residential: 95% of the calculated building permit fee

<b>Table 4 ELECTRICAL FEES</b>	
Single-family Residential Rewire (plus service)	\$ .056
Apartments, condominiums per sq. ft. (plus service)	\$ .050
Commercial buildings per sq. ft. (plus service)	\$ .015
<b>Electrical Service :</b> Up to 200 amps	\$30.50
200 amps to 1000 amps	\$62.15
1000 amps and over	\$124.30
<b>Subpanels</b>	\$8.20
<b>Temporary Power Poles</b>	\$23.50
Meter pole	\$ 12.30
Each extension pole (no meter)	
<b>Unit Schedule</b>	\$ 1.10
Receptacles, lights, switches - first 20, each	\$ .75
After 20, each	\$ 4.75
Range/oven, washer/dryer, a/c unit, evaporative cooler, each	
<b>Electrical Signs (for electrical work -- does not include the sign structure)</b>	\$24.60
Additional branch circuit within same sign	\$ 4.75
<b>Meter Reset</b>	\$40.00
When issued in conjunction with other work	\$11.00
Each additional meter on same building or lot	\$10.00
<b>Minimum Fee</b>	\$60.00
<b>Solar Energy Systems</b>	No Charge
<b>Private Swimming Pools</b>	\$49.50
<b>Power Apparatus (motors, generators, transformer, industrial heating, cooling or cooking equipment, etc.)</b>	
- Up to 1 hp	\$ 4.75
- Over 1 to 10 hp	\$12.30
- Over 10 to 50 hp	\$24.60
- Over 50 to 100 hp	\$49.50
- Over 100 hp	\$74.50
<b>Carnivals and Circuses</b>	
- Generators and Electrically Driven Rides	\$23.50
- Mechanically Driven Rides, Walk thru attractions w/elec. lighting	\$ 7.25
- System of area booth lighting	\$ 7.25

Table 5 Plumbing Fees	
Plumbing fixture, each	\$ 9.80
Gas meter reset (gauge test required)	\$40.00
Gas meter reset (when issued in conjunction w/other work)	\$11.00
Gas meter-each additional meter on same building or lot	\$10.00
House sewer, each	\$24.65
Cesspool	\$37.25
Private Sewage Disposal System	\$74.50
Demo Septic/Pit	\$22.00
Water heater, each	\$12.30
Repair or alteration of drainage or vent piping	\$ 4.75
Gas piping system of 1 to 5 outlets	\$ 6.15
Each additional outlet over 5, per outlet	\$ 1.10
Industrial Waste, pretreatment interceptor, except kitchen type grease interceptors, functioning as fixture traps.	\$19.90
Water Piping installation, alteration or repair	\$ 4.75
Drainage/vent Piping	\$4.75
Lawn Sprinkler System on any one meter	\$ 14.80
Rainwater systems-per drain (inside building)	\$9.80
Minimum Fee	\$60.00
Solar Energy Systems	No Charge

Table 6 Mechanical Fees	
FAU to 100,000 BTU	\$14.80
FAU over 100,000 BTU	\$18.20
A/C unit up to 3 tons	\$14.80
A/C unit over 3 tons up to 15 tons	\$27.15
Twin-pack (new or replacement, includes gas or electric)	\$29.60
Wall heater, floor furnace, suspended heater	\$14.80
Evaporative cooler	\$10.65
Bath exhaust fan	\$ 7.25
Grease hood and duct systems	\$10.65
Duct alter	\$10.65
Air-handling unit HVAC	\$10.65

Table 7 Mobile Home Park Fees	
Installation/Set-up	\$196
Earthquake Bracing Systems	\$196
Accessory Buildings (Cabanas, Ramadas, Patios, Blockwalls, Garages, Awnings, Carports, Porches, etc.)	
- Without Standard Plans	Based on valuation
- With Standard Plans	\$196
<b>Fees For Constr./Alteration of Mobilehome Park Facilities</b>	
- For Each Lot	\$ 5.75
- Electrical Fee: Park Service	\$14.00
- Street Lights	\$ 3.00
- Unit Substation/Secondary Distribution Transformer	\$10.50
- Alter/Replace Service or Transformer	\$10.50
- Mobilehome Lot Service	\$7.00
- Alter/repair/replace lot service	\$7.00
Plan Review Fees (not charged to HCD Standard Plans)	Based on valuation
<b>Plumbing Fees</b>	
Park Drain System	\$14.00
Private Sewage Disposal or Water Treatment System	\$14.00
Lot Drain Inlet	\$ 7.00
Alter/Repair of Drainage/Vent Piping	\$ 7.00
Park Water System	\$ 7.00
Water Service Outlets (water meters)	\$ 4.25
Fire Hydrant or Riser	\$ 4.25
Water Conditioner	\$ 4.25
Plumbing Fixtures/Equipment (alter/repair/replace)	\$ 4.25
Park Gas Piping System	\$ 7.00
LPG or Natural Gas Tank of 60 gal. or more	\$ 7.00
Mobilehome Lot Gas Outlet Riser	\$ 4.25
Gas Distribution Equipment (alter/repair/replace)	\$ 4.25
Miscellaneous Equipment (each installation)	\$ 7.00

Table 8 Miscellaneous Fees	
Permit Issuance Fees (to be included on all permits)	\$40.00
Supplemental Issuance Fee	\$10.00
Minimum Permit Fee	\$60.00
Inspections - Hourly	\$94.45
Reinspection Fee	\$94.45
Inspection Outside Normal Business Hours	\$188.90 + \$94.45/hr. beyond 2 hr
Zoning Consistency Review Fee (Bldg. Permits, Demo, etc)	\$54.00
Certificate of Occupancy	\$475.08
(if included on building permit)	\$133.62
<b>Strong Motion Instrumentation Program (SMIP) Fees:</b>	Residential = .0001 x Valuation
Strong Motion Instrumentation Program (SMIP) fees are imposed by the State of California and provide funding for seismic monitoring and instrumentation throughout the State.	Com/Ind. = .00021 x Valuation (including hotels)
<b>Technology Fee</b>	2% of plan review & permit fees
<b>Archive Fees</b>	
- Per Permit or Application	\$1.00
- Plans	\$2.00/sheet
- Documents	\$ .25/page



**Engineering Division**  
Development Services Department

300 North D Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
Phone: (909) 384-5111 Fax: (909) 384-5115  
Website: [www.sbcibv.org](http://www.sbcibv.org)

**ENGINEERING DIVISION SCHEDULE OF FEES**

Fees Effective: July 18, 2009

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Basic Permit Fees:</b>					
- Engineering Permit		\$45.00	\$ .90	\$1.00	\$46.90
- Blanket Permit		\$53.00	\$1.06	\$1.00	\$55.06
- Permit Extension		\$43.00	\$ .86	\$1.00	\$44.86
Permanent Encroachment Permit	\$625.00	\$45.00	\$12.50	\$1.00	\$683.50
<b>Temporary Encroachment Permit:</b>					
- No Lane Closure	\$25.00	\$45.00	\$1.40	\$1.00	\$74.80
- With Lane Closure (First Day)	\$136.00	\$45.00	\$3.62	\$1.00	\$185.62
- Each Additional Day	\$60.00	*	\$1.20	*	\$61.20
Combo Lane Closure With Excavation	\$286.00	\$53.00	\$6.78	\$1.00	\$346.78
<b>Special Events Encroachment Permit:</b>					
- With A Lane Closure	\$500.00	\$45.00	\$10.90	\$1.00	\$556.90
- With A Street Closure	\$514.00	\$45.00	\$11.18	\$1.00	\$571.18
- Road Closure (First Day)	\$302.00	\$45.00	\$5.94	\$1.00	\$354.94
- Road Closure (Each Additional Day)	\$302.00	*	*	*	\$302.00
<b>Oversize Load Permit/Building Move:</b>					
- One Day Permit (State Fee)	\$17.00	*	\$ .34	\$1.00	\$18.34
- Annual Permit (State Fee)	\$95.00	*	\$1.90	\$1.00	\$97.90
<b>Hauling Permit:</b>					
- First Day	\$393.00	\$45.00	\$7.86	\$1.00	\$446.86
- Each Additional Day	\$100.00	*	\$2.00	*	\$102.00
Excavation Permit (Per Day)	\$150.00	\$45.00	\$3.90	\$1.00	\$199.90



Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Traffic Study Report</b>					
- Base Fee	\$719.00	*	\$14.38	\$ .25	\$733.63
- Extended Review (Per Hour)	\$80.00	*	\$1.60	*	\$81.60
<b>Final Map or Parcel Map Review:</b>					
- Base Fee	\$2,210.00	*	\$44.20	\$2.00	\$2,256.20
- Per Lot Fee	\$55.00	*	+ 2%		
- Each Additional Review	\$135.00	*	\$2.70	*	\$137.70
- Final Map Continuance	\$404.00	*	\$8.08	*	\$412.08
- Certificate of Correction (Per Hour)	\$97.00	*	\$1.94	\$2.00	\$100.94
<b>Off-Site Improvement Plan Check Fee/Based on Construction Cost Estimate Minimum \$50.00 Charge</b>					
	4%	*	+ 2%	\$2.00	
<b>On-Site Improvement Plan Check Fee/Based on Construction Cost Estimate</b>					
	2%	*	+ 2%	\$2.00	
<b>Grading Plan Check Fees:</b>					
- 50 or Less Cubic Yards (CY)	No Fee	*	*	*	*
- 51 - 100 Cubic Yards (CY)	\$15.00	*	\$.30	\$2.00	\$17.30
- 101 - 1,000 Cubic Yards (CY)	\$22.50	*	\$.45	\$2.00	\$24.95
- 1,001 - 10,000 Cubic Yards (CY)	\$30.00	*	\$.60	\$2.00	\$32.60
- 10,001 - 100,000 Cubic Yards (CY)	\$30.00/\$15.00 additional 10,000 CY	*	+ 2%	\$2.00	
- 100,001 - 200,000 Cubic Yards (CY)	\$165.00/\$9.00 additional 10,000 CY	*	+ 2%	\$2.00	
- 200,001 Cubic Yards (CY) and up	\$255.00/\$4.50 additional 10,000 CY	*			
<b>Four or More Plan Checks</b>	\$85.00	*	+ 2%	\$1.00	
<b>Review Revisions to Approved Plans</b>	\$137.00	*	\$2.74	\$2.00	\$141.74
<b>Review Fee:</b>					
- Certificates of Compliance	\$828.00	*	\$16.56	\$ .25	\$844.81
- Lot Merger	\$828.00	*	\$16.56	\$ .25	\$848.81
- Lot Line Adjustment - Single Family/Owner Occupied	\$414.00	*	\$8.28	\$ .25	\$422.53
- Lot Line Adjustment - Commercial/Industrial	\$828.00	*	\$16.56	\$ .25	\$844.81

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Off-Site Construction Inspection</b>					
Fee/Based on Construction Cost Estimate	4%	*	+ 2%	*	
<b>On-Site Construction Inspection</b>					
Fee/Based on Construction Cost Estimate	3%		+ 2%	*	
<b>Grading Inspection Fees:</b>					
- 50 or Less Cubic Yards (CY)	No Fee	*	*	*	*
- 51 - 100 Cubic Yards (CY)	\$150.00	*	\$3.00	*	\$153.00
- 101 - 1,000 Cubic Yards (CY)	\$225.00	*	\$4.50	*	\$229.00
- 1,001 - 10,000 Cubic Yards (CY)	\$300.00	*	\$6.00	*	\$606.00
- 10,001 - 100,000 Cubic Yards (CY)	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
- 100,001 - 200,000 Cubic Yards (CY)	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
- 200,001 Cubic Yards (CY) and up	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
Blanket Permit Inspection (Per Location)	\$73.00	*	\$1.46	*	\$74.46
Re-Inspection	\$59.00	*	\$1.18	*	\$60.18
Bond Release Inspection	\$59.00	*	\$1.18	\$1.00	\$61.18
<b>After Hours and Holiday Construction Inspection:</b>					
- 4 Hour Minimum	\$369.00	*	\$7.38	*	\$376.38
- Each Additional Hour	\$92.45	*	\$1.85	*	\$93.30
<b>Review of Storm Water Pollution Prevention Plans (SWPPP):</b>					
- Commercial and Residential Projects	\$410.00	*	\$8.20	\$.25	\$418.45
- Industrial and Linear (CIP/Utility) Projects	\$265.00	*	\$5.30	\$.25	\$270.55
<b>Review of Water Quality Management Plans (WQMP):</b>					
- Non- Categorical	\$80.00	*	\$1.60	\$.25	\$81.85
- Categorical without Conditions of Concern	\$365.00	*	\$7.30	\$.25	\$372.55
- Categorical with Conditions of Concern	\$1,130.00	*	\$22.60	\$.25	\$1,152.85
- Four or more Reviews (Per Hour)	\$99.00	*	\$1.98	\$.25	\$101.23

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
Review of Erosion/Waste Management Control Plan	\$75.00	*	\$1.50	\$ .25	\$76.75
National Pollutant Discharge Elimination System (NPDES) Construction Inspection:	\$98.00	*	\$1.96	*	\$99.96
- Less Than 10 acres	\$179.00	*	\$3.58	*	\$182.58
- 10 Acres or More					
National Pollutant Discharge Elimination System (NPDES) Business Inspection:	\$143.00	*	\$2.86	\$1.00	\$145.86
Hydraulic/Hydrology Study:					
- Three Hour Minimum	\$487.00	*	\$9.74	\$ .25	\$496.99
- Four or More Hours	\$100.00	*	\$2.00	\$ .25	\$102.45
Temporary Certificate of Occupancy	\$520.00	*	\$10.40	\$1.00	\$530.25
Engineering Letter	\$100.00	*	\$2.00	\$ .25	\$102.25
Street Name Change					
- Plus the Cost of the Sign	\$1,345.00	*	\$26.90	\$ .25	\$1,372.15
Sewer Capacity Analysis:					
- Minimum Fee	\$280.00	*	\$5.60	\$ .25	\$285.85
- Extended Review (Per Hour)	\$80.00	*	\$1.60	\$ .25	\$81.85
Street Light Electrical Energy Fee					
- 70W 5,800L Type A	\$420.00 Each	*	\$8.40		\$428.40
- 100W 9,500L Type B	\$472.80 Each	*	\$9.52		\$482.26
- 150W 16,000L Type C	\$720.00 Each	*	\$14.40		\$734.40
- 200W 22,000L Type D	\$912.00 Each	*	\$18.24		\$930.24
Billing Fee	\$59.00	*	\$1.18	\$ .25	\$60.43
Street or Alley Vacation					
- Deposit	\$1,000.00	*	\$20.00	\$ .25	\$1,020.25
- Balance Due Prior to Processing	\$1,000.00	*	\$20.00	\$ .25	\$1,020.25
Dedication of Right-of-Way (Each):					
- If Legal and Map are Provided	\$315.00	*	\$6.30	\$ .25	\$321.55
- If City Prepares Legal and Map	\$800.00	*	\$16.00	\$ .25	\$816.25
Private Party Annexation Request	\$14,750.00	*	\$295.00	\$ .25	\$15,045.25
City Property Lease Processing	\$2,100.00	*	\$42.00	\$ .25	\$2142.25

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Community Facility District</b>					
Verdemont Area Only	\$7,010.78/Lot		\$140.22	\$.25	\$7,151.25
- Residential in Lieu Fee	\$386.43/Lot		\$7.73	\$.25	\$394.40
- Residential if in CFD 2009/2010	\$48,975.34/Acre		\$979.51	\$.25	\$49,954.46
- Industrial/Commercial in Lieu Fee	\$2,699.48/Acre		\$53.98	\$.25	\$2,753.72
- Industrial/Commercial if in CFD 2009/2010	\$5,900		\$118.00	\$.25	\$6,018.25
- CFD Formation Fee					
<b>Assessment District</b>	\$5,900		\$118.00	\$.25	\$6,018.25
<b>Outside City Sewer Service Permit</b>	\$1,300.00	\$45.00	\$26	\$1.00	\$1,327

\* Archive fees are \$1.00 per permit, \$2.00 per plan sheet and \$.25 per document. Total archive fee will vary base on the total number of case file documents.

**FEEES FOR DOCUMENTS & MAPS**

Account # 001-000-4710

**Documents**

The General Plan, Development Code, and other documents are available on the City's web page: [www.sbcity.org](http://www.sbcity.org), select *Departments and Development Services and Planning*.

**Maps**

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**Copying**

Photocopies .....35¢ first page, plus 15¢ each additional page



**Planning Division**  
**Community Development Department**

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
 Phone: (909) 384-5057 Fax: (909) 384-5080  
 Website: [www.sbcity.org](http://www.sbcity.org)

**PLANNING DIVISION SCHEDULE OF FEES**

Fees Effective: January 1, 2009

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
<b>Amendment to Conditions:</b>				
- Director review (DP1)	\$583	\$11.66	\$8.00	\$602.66
- D/ERC review (DP2)	\$822	\$16.44	\$8.00	\$846.44
- Planning Comm. Review (CUP/DP3/SUB)	\$2,550	\$51	\$8.00	\$2,609.00
<b>Antenna Development Permit (DP1)</b>	\$2,938	\$58.76	11.25	\$3,008.01
<b>Appeal to Mayor &amp; Common Council:</b>				
- Non-applicant, City resident	\$177	\$3.54	\$2.00	\$182.54
- All others	\$1,766	\$35.32	\$2.00	\$1,803.32
<b>Appeal to Planning Commission:</b>				
- Non-applicant, City resident	\$278	\$5.56	\$2.00	\$285.56
- All others	\$2,772	\$55.44	\$2.00	\$2,829.44
<b>Conditional Use Permit:</b>				
- Alcohol outlet in existing building	\$3,858	\$77.16	\$12.00	\$3,947.16
- Commercial & Industrial (non-residential)	\$7,133	\$142.66	\$12.00	\$7,287.66
- Residential (Condo, HMOD, Guest House)	\$2,809	\$56.18	\$12.00	\$2,877.18
- Revision	\$2,113	\$42.26	\$12.00	\$2,167.26
<b>Design Review</b>	Full Consultant Cost		*	
<b>Development Agreement or Agreement Amendment</b>	Direct Cost Recovery Fee		+ 2%	*
<b>Development Code Amendment</b>	\$7,449 plus Full Consultant Cost	\$148.98	*	
<b>Development Permit:</b>				
- Type 1 (DP1-Director review)	\$1,070	\$21.40	\$11.25	\$1,102.65
- Type 2 (DP2- Dev. Review Committee)	\$6,890	\$137.80	\$12.00	\$7,039.80
- Type 3 (Planning Commission)	\$7,191	\$143.82	\$12.00	\$7,334.82
- Type 3 (Mayor and Common Council)	\$7,288	\$145.76	\$12.00	\$7,445.76

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
Document Copies	Varies – see page 4			
Environmental Study (Initial Study prepared by staff for MND with MM/RP)	\$3,273	\$65.46	n/a	\$3,338.46
Environmental Impact Report	Direct Cost Recovery Fee plus Full Consultant Cost			
Extension of Time				
- CUP & Development Permit 2/3	\$3,922	\$78.44	\$11.25	\$4,011.69
- Tentative Tract Maps	\$4,768	\$95.36	\$11.25	\$4,874.61
Fence/Wall Permit	\$56	\$1.12	1.50	\$58.62
Fire Fees				
- CUP & Development Permit 2/3	\$413.45			\$413.45
- Subdivisions, Tentative Tracts, Parcel Maps, and Lot Line Adjustments	\$361.85	n/a	n/a	\$361.85
(CA Dept of) Fish & Game Fees (Make check payable to "Clerk of the Board of Supervisors")				
- Environmental Impact Report	\$2,768.25	+ \$50 Admin. Fee		\$2,818.25
- Negative Declaration (with or without MMRP)	\$1,993.00	+ \$50 Admin. Fee		\$2,043.00
- Notice of Exemption	\$50			\$50.00
General Plan Amendment (text or map)	Direct Cost Recovery Fee (\$1500 Deposit)			
Historic Preservation Report	Direct Cost Recovery Fee (\$815 deposit plus Consultant Cost)			
Home Occupation Permit	\$268	\$5.36	\$2.00	\$275.36
Letter of Zoning & Gen. Plan Consistency	\$450	\$9.00	\$2.00	\$461.00
Lot Line Adjustment	\$477	\$9.54	\$8.00	\$494.54
Minor Exception				
- Concurrent with another application	\$288	\$5.76	\$4.50	\$298.26
- Owner-occupied single-family residence	\$268	\$5.36	\$4.50	\$277.86
- Other	\$792	\$15.84	\$4.50	\$812.34
Misc. Environmental Report Review	Direct Cost Recovery Fee (\$245 deposit) plus Full Consultant Cost (\$327 deposit)			
Minor Modification/Revision	\$561	\$11.22	\$4.50	\$576.72
Phasing Plan Review				
- If not part of original project review	\$823	\$16.46	\$12.00	\$851.46
- Dev. Review Committee application (DP2)	\$514	\$10.28	\$12.00	\$536.28
- Planning Comm. application	\$536	\$10.72	\$12.00	\$558.72

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
<b>(CUP/DP3/SUB)</b>				
Planning Commission Interpretation	\$1,119	\$22.38	n/a	1141.38
Public Convenience or Necessity Letter (PCN)	\$636	\$12.72	5.50	\$654.22
Pre-Application Review – DRC Review (If an application is filed within 60 days of the review, \$1,500 will be credited toward that application.)	\$2,424	\$48.48	\$6.00	\$2,478.48
Reconsideration by the Planning Comm.	\$506	10.12	n/a	\$516.12
Sign Permit	\$182	\$3.64	\$5.50	\$191.14
- Requiring Conditional Use Permit	\$3,858	\$77.16	\$5.50	\$3,940.66
- Temporary	\$111	\$2.22	\$5.50	\$118.72
Sign Program	\$610	\$12.20	\$5.50	\$627.70
Specific Plan or Specific Plan Amendment	Direct Cost Recovery Fee plus Full Consultant Cost			
Temporary Use Permit				
- Director Review	\$450	\$9.00	\$4.75	\$463.75
- Planning Commission Review	\$782	\$15.64	\$4.75	\$802.39
Tentative Parcel Map	\$4,262 plus \$65 per parcel	+ 2% of calculated base fee	\$8.00	Varies
Tentative Tract Map (for Single-Family Residential, Condo's, or P.R.D.)	\$7,561 plus \$65 per lot/dwlg unit	+ 2% of calculated base fee	\$8.00	Varies
Tentative Map Revision – Tract/Parcel Map	\$2,113	\$42.26	\$8.00	\$2,163.26
Tree Removal Permit	\$506	\$10.12	\$4.25	\$520.37
Variance	\$2,724	\$54.48	\$4.75	\$2,783.23
- With another application	\$910	\$18.20	\$4.75	\$932.95
- Single Family Residence	\$322	\$6.44	\$4.75	\$333.19
Vesting Tentative Maps	Direct Cost Recovery Fee plus Full Consultant Cost			
Zoning Form – written verification of zoning only	\$22	\$.44	\$2.00	\$24.44
Zoning Verification Review (for Business Registration Certificate)	\$37	\$.74	\$2.00	\$39.74

\* Archive fees are \$1.00 plus \$2.00 per plan sheet plus \$.25 per document. Total archive fee will vary base on the total number of case file documents.

**Direct Cost Recovery Fee**

The Direct Cost Recovery Fee shall include all City labor and material costs, both direct and indirect, including overhead charged against the specific item being discussed. The applicant shall pay a deposit for the Direct Cost Recovery Fee at the time of filing the application.

**Full Consultant Cost**

The Full Consultant Cost shall include all costs incurred by the City under contract with a consultant. The applicant shall pay a deposit for the full consultant costs at the time of filing the application.

**Deposit Required**

The applicant shall pay an initial deposit of \$1,500 (or the deposit listed in the fee schedule) at the time of filing an application on which there is a Direct Cost Recovery Fee. The applicant shall pay an initial deposit of \$1,500 (or the deposit listed in the fee schedule) at the time of filing an application on which there is a Full Consultant Cost Fee. When 75% of a deposit has been expended, and the Planning Division determines that the estimated remaining costs of the job will exceed the amount deposited, an additional deposit of such excess shall be required. Notification of the additional deposit required will be mailed to the applicant, who shall deposit such monies prior to the date specified in the notice. When an additional deposit has been requested, work will be suspended on the project when 95% of the deposit previously received has been expended. Projects will not be completed with money due. If an additional deposit is not made by the date specified in the notice, the project shall be deemed withdrawn on the date specified without any further action on the part of the City of San Bernardino and without refund of any money deposited for services performed. Such project may be reinstated only if additional deposit is made within 30 days from the date that the project was deemed withdrawn. If a project involves multiple applications, the full amount of fees for each type of application shall be paid.

Refunds will be made by the City of any fee that was erroneously paid or collected, for any unused deposit monies of Direct Cost Recovery Fee or Full Consultant Cost Fee after all changes for the project have been determined, or as determined by the Director.

Fees are automatically adjusted annually on January 1st of each year, based on the latest available Consumer Price Index increase from the prior year. Fees adopted per Resolution No. 89-471 (11/22/89), Resolution No. 91-148 (4/18/92), Resolution No. 2003-211 (8/4/03), and Resolution No. 2006-325 (9/5/06). Fire Department fees authorized by Resolution No. 1999-173 (7/13/99) and Resolution No. 2006-325 (9/5/06). Technology Fee of 2.0% is authorized by Resolution No. 2008-149 (05/07/08).

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**FEES FOR DOCUMENTS & MAPS**

Account # 001-000-4710

**Documents**

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**Maps**

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## Temporary Fee Reductions and Deferrals

Effective: July 21, 2010  
Expires: August 2, 2014

Building & Safety Division, Community Development Dept.  
300 North D Street, San Bernardino, CA 92418  
Ph: (909) 384-3071 Fax: (909) 384-3080  
Website: www.sbcity.org

Development Impact Fee Reductions - Resolution 2010-266		
FEETYPE	APPLICABILITY	AMOUNT OF REDUCTION
Law Enforcement Facilities	All New Occupancies	50%
Fire Suppression Facilities	All New Occupancies	50%
Library Facilities	New Residential	55%
Aquatic Facilities	New Residential	55%
Parkland Acquisition	New Residential	55%

Service Fee Reductions - Resolution 2010-266		
FEETYPE	APPLICABILITY	AMOUNT OF REDUCTION
Archive (Bldg, Fire, Ping)	Single-family Subdivisions of 5 or more units	50%
Building Planning Review	Townhomes	50%
DR3	Condominiums	50%
Building Permit	Commercial, and	50%
Engineering Permit (Grading, On-site, Off-site, Landscaping)	Offices	50%
Fire Plan Review/Inspection		50%
Fire Sprinklers		50%
Issuance (Bldg)		50%
Plan Review (Bldg, Fire, Technology (Bldg, Ping)		50%
WQMP		50%
Hydrology		50%
SWPPP		50%

DEFERRALS OF DEVELOPMENT IMPACT FEES		
FEETYPE	APPLICABILITY	REFERENCE
Law Enforcement Facilities	Single-family Subdivisions of 5 or more units, and	Reso: 2008-81
Fire Suppression Facilities	New Commercial, Office, or Industrial	Reso: 2010-247
Library Facilities		
Aquatic Facilities		
Parkland Acquisition		
Local Circulation		
Regional Circulation		
Public Meetings Facilities		
Storm Drain	Plus all single-family residences	Reso. 2010-247 and SBMC 3.38.040
Sewer Connection	All single-family residences Only	SBMC 13.08.055(D)

JL/S: Bldg and Safety, all forms

(revised August 2, 2012)

EXHIBIT D

## CURRENT IMPACT FEE SCHEDULE


**COMMUNITY DEVELOPMENT DEPARTMENT  
BUILDING & SAFETY DIVISION**

300 North "D" Street San Bernardino CA 92418-0001  
 Planning & Building 909-384-5057 Fax: 909-384-5080  
 www.sbcity.org

Housing Authority

The Impact Fees are calculated for the dwellings only; all other community structures will be provided shortly. The following fees were assessed under the following parameters:

Existing Site:

Number of existing Dwellings is 252  
 Number of existing Bedrooms is 594

New Site Design:

Number of new Dwellings is 411  
 Number of new Bedrooms is 848

Local Traffic:	\$ 24,689.52
Regional Traffic:	\$ 258,534.00
Law Enforcement:	\$ 90,028.98
Fire Suppression:	\$ 155,363.67
Library Facilities/Collection Fee:	\$ 80,342.70
Aquatic Facilities Fee:	\$ 41,022.00
Public Meetings Facilities Fee:	\$ 137,032.56
Sewer Connection Fee:	\$ 106,638.06
Storm Drain Fees:	\$ 257,686.53
Quimby Parkland Fee:	\$ 1,197,818.55

**Total Impact Fees** **\$2,349,156.57**

Cultural Not Included



CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**STORM DRAIN IMPROVEMENTS (Off Site)**  
 REVISED: JULY 15, 2009

Developer: 0  
 Engineer: 0  
 Phone No: 0  
 Drawing No:

Planning Case # 0  
 TM No./PM No.: 0  
 Date: 01/00/00

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
69" RCP and over		LF	\$413.20	\$0.00
66" RCP		LF	\$361.55	\$0.00
60" RCP		LF	\$330.56	\$0.00
54" RCP		LF	\$299.57	\$0.00
48" RCP		LF	\$288.58	\$0.00
42" RCP		LF	\$237.59	\$0.00
36" RCP		LF	\$206.60	\$0.00
30" RCP		LF	\$175.61	\$0.00
24" RCP		LF	\$144.62	\$0.00
18" RCP		LF	\$103.30	\$0.00
Catch basin - 7'		EA	\$5,681.50	\$0.00
Catch basin - 14'		EA	\$10,330.00	\$0.00
Catch basin - 21'		EA	\$15,495.00	\$0.00
Catch basin - 28'		EA	\$22,726.00	\$0.00
Junction structure		EA	\$2,582.50	\$0.00
Manhole No. 2		EA	\$5,165.00	\$0.00
Local depression		EA	\$1,084.65	\$0.00
Concrete collar		EA	\$2,711.63	\$0.00
Drainage inlet structure		EA	\$6,199.00	\$0.00
Drainage outlet structure		EA	\$2,711.63	\$0.00
Transition Structure (DW6 #412)		EA	\$1,626.98	\$0.00
Grate inlet structure		EA	\$2,169.30	\$0.00
Parkway culvert		EA	\$1,301.58	\$0.00
Headwall (LA STD)		EA	\$867.72	\$0.00
Crushed rock for Rip Rap		CY	\$43.39	\$0.00
Concrete collar		CY	\$759.26	\$0.00
Adjustment manhole to FG		LS	\$650.79	\$0.00
Connect to existing MH		LS	\$2,169.30	\$0.00
Reinforced concrete		CY	\$867.72	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Storm Drain Improvement (Off Site) Subtotal</b>				<b>\$0.00</b>

## CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE  
SANITARY SEWER IMPROVEMENTS (Off Site)  
REVISED: JULY 15, 2009**

Developer: 0 Planning Case # 0  
 Engineer: 0 TM No./PM No.: 0  
 Phone No: 0 Date: 01/00/00  
 Drawing No:

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Manhole-----60" DIA		EA	\$5,423.25	\$0.00
Manhole-----48" DIA		EA	\$4,338.60	\$0.00
Drop Manhole		EA	\$5,423.25	\$0.00
Wyes		EA	\$108.47	\$0.00
Clean Out		EA	\$732.14	\$0.00
Sewer Saddle		EA	\$216.93	\$0.00
Remodeling Existing Manhole		EA	\$976.19	\$0.00
Sewer 4" PVC		LF	\$32.54	\$0.00
Sewer 6" PVC		LF	\$43.39	\$0.00
Sewer 8" PVC		LF	\$75.93	\$0.00
Sewer 10" PVC		LF	\$81.35	\$0.00
Sewer 12" PVC		LF	\$86.77	\$0.00
Sewer 15" PVC		LF	\$97.62	\$0.00
Encasement		LF	\$37.98	\$0.00
Pavement Restoration		SF	\$7.06	\$0.00
				\$0.00
<b>Off-site Sanitary Sewer Improvement Subtotal</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**TRAFFIC SIGNALS / SIGNS / STRIPING (Off Site)**  
**REVISED: JULY 15, 2009**

Developer: 0 Planning Case #: 0  
 Engineer: 0 TM No./PM No.: 0  
 Phone No: 0 Date: 01/00/00  
 Drawing No:

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Traffic Signals		LEG	\$54,232.50	
Major Intersection (4 LEG)		LS	\$216,930.00	\$0.00
Minor Intersection (4 LEG)		LS	\$173,544.00	\$0.00
Add Phase to Existing Signal (One Direction)		LS	\$32,539.50	\$0.00
Add Phase to Existing Signal (Both Directions)		LS	\$65,079.00	\$0.00
Traffic Signal Relocation Per Pole, 1A (10') Pole		EA	\$5,423.25	\$0.00
Traffic Signal Relocation Per Pole, Pole with Signal Mastarm		EA	\$10,846.50	\$0.00
Relocate PB or Adj. Grade		EA	\$108.47	\$0.00
Traffic Signal Loops		EA	\$408.74	\$0.00
Striping		LF	\$0.49	\$0.00
Pedestrian Crosswalk Striping		LF	\$0.65	\$0.00
Pavement Marker		LF	\$3.25	\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Traffic Signals / Signs / Striping Subtotal</b>				<b>\$0.00</b>

## CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**ON SITE IMPROVEMENTS (PRIVATE AREA)**  
**REVISED: JULY 15, 2009**

Developer: 0 \_\_\_\_\_  
 Engineer: 0 \_\_\_\_\_  
 Phone No: 0 \_\_\_\_\_  
 Drawing No: \_\_\_\_\_

Planning Cee # 0  
 TM No./PM No.: 0  
 Date: 01/00/00

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Curb and Gutter		LF	\$16.27	\$0.00
Planter curb		LF	\$13.02	\$0.00
Ribbon gutter		SF	\$8.68	\$0.00
Walkways		SF	\$5.42	\$0.00
Residential DWY		SF	\$7.59	\$0.00
Commercial DWY		SF	\$9.76	\$0.00
AC or PCC pavement		SF	\$3.25	\$0.00
48" RCP		LF	\$268.58	\$0.00
42" RCP		LF	\$237.59	\$0.00
36" RCP		LF	\$206.60	\$0.00
30" RCP		LF	\$175.61	\$0.00
24" RCP		LF	\$144.62	\$0.00
18" RCP		LF	\$103.30	\$0.00
Parking lot drain (Std. 402)		EA	\$325.40	\$0.00
Chain link fence		LF	\$26.03	\$0.00
Catch basin		EA	\$5,965.58	\$0.00
Concrete collar		EA	\$2,711.63	\$0.00
6" garden wall		LF	\$54.23	\$0.00
3' Retaining wall		LF	\$59.66	\$0.00
4' Retaining wall		LF	\$97.62	\$0.00
5' Retaining wall		LF	\$108.47	\$0.00
6' Retaining wall		LF	\$135.58	\$0.00
8' Retaining wall		LF	\$216.93	\$0.00
Sewer main		LF	\$75.93	\$0.00
Manholes		EA	\$5,423.25	\$0.00
Clean-out		EA	\$732.14	\$0.00
Headwall structures		EA	\$2,711.63	\$0.00
Trash enclosure		EA	\$6,507.90	\$0.00
PCC Pavement		SF	\$8.14	\$0.00
4" Sewer lateral (on-site)		LF	\$12.40	\$0.00
6" Sewer lateral (on-site)		LF	\$14.46	\$0.00
				\$0.00
<b>On-site Total</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

FEEES  
REVISED: JULY 15, 2009

Developer:	0
Engineer:	0
Phone No:	0
Planning Case #	0
Tract Map No./Parcel Map No.:	0
Date:	01/00/00

OFF-SITE	TOTALS
Street Improvement (Off-Site) Subtotal	\$0.00
Storm Drain Improvement (Off Site) Subtotal	\$0.00
Sanitary Sewer Improvement Subtotal	\$0.00
Traffic Signals / Signs / Striping Subtotal	\$0.00
Landscaping (LMD, publicly maintained areas)	
<b>TOTAL OFF-SITE IMPROVEMENTS</b>	<b>\$0.00</b>
Plan checking fee 4% (Reso. 92-344)	\$0.00
Inspection fee 4% (Reso. 92-344)	\$0.00
<b>TOTAL OFF-SITE FEE</b>	<b>\$0.00</b>

MAP CHECK FEE		
PM/TR Number	No. of lots	AMOUNT
		\$0.00

ON-SITE IMPROVEMENTS	TOTALS
Site Improvement (Private Area)	\$
Landscaping (Private Areas)	
<b>TOTAL ON-SITE IMPROVEMENTS</b>	<b>\$</b>
Plan checking fee 2% (Reso. 92-344)	\$
Inspection fee 3% (Reso. 92-344)	\$
<b>TOTAL ON-SITE FEE</b>	<b>\$0.00</b>





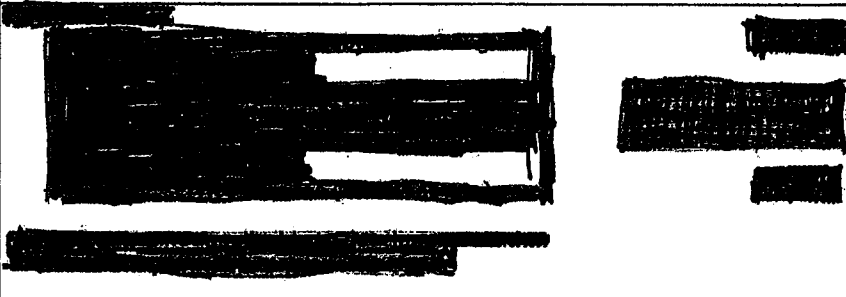
**Engineering Division  
Development Services Department**

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
 Phone: (909) 384-5111 Fax: (909) 384-5115  
 Website: [www.sbcity.org](http://www.sbcity.org)

**ENGINEERING DIVISION IMPACT FEES**

Fees Effective: July 1<sup>st</sup>, 2009

Type of Application	Fee
<b>Local Circulation System Fee</b>	
<b>Type of Development:</b>	
- Detached Dwelling Units	\$225.06
- Attached Dwelling Units	\$150.03
- Mobile Home Units*	\$155.03
- Commercial Lodging	\$155.03
- Commercial/Office	\$0.243
- Industrial Uses	\$0.147
*Fees for mobile homes shall apply to mobile homes located in mobile home parks.	
<b>Regional Circulation System Fee</b>	
<b>Type of Development:</b>	
- Detached Dwelling Units	\$2,435.00
- Attached Dwelling Units	\$1,626.00
- Mobile Home Units*	\$1,274.00
- Commercial Lodging	\$1,281.00
- Commercial/Office	\$2.625
- Industrial Uses	\$1.591
*Fees for mobile homes shall apply to mobile homes located in mobile home parks.	
<p><b>These Fees are due prior to Issuance of a Building Permit. The Local Circulation System Fee is updated each July 15<sup>th</sup> based on the ENR Construction Cost Index.</b></p> <p><b>The Regional Circulation System Fee is updated annually by Resolution of the Mayor and Council.</b></p> <p><b>The total Traffic Circulation System Fee is the sum of the Local and Regional Circulation System Fee for each unit.</b></p>	

Type of Application	Fee
<b>Sewer Connection Fee:</b>	
- Inspection Fee	\$28.19
- Sewer Connection Fee	
- Residential	\$405.53/bedroom
- Mobile Homes	\$405.53/mobile home
- Motels and Hotels	\$161.84/dwelling unit
- Commercial, Institutional, and Industrial	\$323.69/3,000 SF
<p>The Connection and Inspection Fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. These fees are due at the time the application for connection.</p> <p>These fees are not applicable to development within the East Valley Water District service area.</p>	
	
<b>Storm Drain Fee</b>	
- Type of Use	
- Detached Dwelling Units	\$3,793.15
- Attached Dwelling Units	\$1,565.86
- Mobile Home Units	\$3,017.42
- Commercial Lodging and Commercial/Office	\$0.86
- Industrial Users	\$1.089
<b>CSDP Project 3-5 (Pepper/Randall) Storm Drain Fee</b>	
- All projects	\$12,633.33/gross acre
<p>All Drainage Fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. These Fees are due at the time of application for Building Permits.</p>	
<b>Verdemont Fees</b>	
- Chestnut Drainage Fee	\$0.289/SQ FT not to exceed \$3,171.79
- Palm Box Culvert/Signal Fee	\$0.022

Type of Application	Fee
<b>Law Enforcement Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$617.46/unit
- Attached Dwelling Units	\$547.07/unit
- Mobile Home Units*	\$349.71/unit
- Commercial Lodging	\$343.94/unit
- Commercial Office	\$0.75/SQ FT
- Industrial Users	\$0.005/SQ FT
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Fire Suppression Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$765.30/unit
- Attached Dwelling Units	\$944.09/unit
- Mobile Home Units*	\$612.85/unit
- Commercial Lodging	\$382.78/unit
- Commercial Office	\$0.280/SQ FT
- Industrial Users	\$0.002/SQ FT
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
These fees are updated each July 15 <sup>th</sup> based on the ERN Construction Cost Index. These fees are due prior to issuance of a Building Permit.	
<b>Library Facilities Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$616.32/unit
- Attached Dwelling Units	\$488.21/unit
- Mobile Home Units*	\$443.19/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Aquatic Facilities Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$315.08/unit
- Attached Dwelling Units	\$249.28/unit
- Mobile Home Units*	\$226.22/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Public Meeting Facilities Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$1,052.70/unit
- Attached Dwelling Units	\$832.70/unit
- Mobile Home Units*	\$756.80/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	

Type of Application	Fee
<b>Parkland and Open Space Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$9,196.00/unit
- Attached Dwelling Units	\$7,278.70/unit
- Mobile Home Units*	\$6,611.00/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Cultural Development Fee:</b>	
- Type of Use	
- New and Reconstruction	½% of the valuation
Commercial/Industrial Uses	
<p>These fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. Public Meeting Facilities and Parkland and Open Space Fees will increase by 10% on January 1 of each year through 2009. The fees are due prior to issuance of a Building Permit.</p>	



## Temporary Fee Reductions and Deferrals

Effective: July 21, 2010  
Expires: August 2, 2014

**Building & Safety Division, Community Development Dept.**  
300 North D Street, San Bernardino, CA 92418  
Ph: (909) 384-5071 Fax: (909) 384-5080  
Website: www.sbcity.org

Development Impact Fee Reductions – Resolution 2010-266		
FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Law Enforcement Facilities	All New Occupancies	50%
Fire Suppression Facilities	All New Occupancies	50%
Library Facilities	New Residential	55%
Aquatic Facilities	New Residential	55%
Parkland Acquisition	New Residential	55%

Service Fee Reductions – Resolution 2010-268		
FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Archive (Bldg, Fire, Ping)	Single-family Subdivisions of 5 or more units,	50%
Building Planning Review	Townhomes,	50%
DP3	Condominiums,	50%
Building Permit	Commercial, and	50%
Engineering Permit (Grading, On-site, Off-site, Landscaping)	Offices.	50%
Fire Plan Review/Inspection	"	50%
Fire Sprinklers	"	50%
Issuance (Bldg)	"	50%
Plan Review (Bldg, Fire,	"	50%
Technology (Bldg, Ping)	"	50%
WQMP	"	50%
Hydrology	"	50%
SWPPP	"	50%

DEFERRALS OF DEVELOPMENT IMPACT FEES		
FEE TYPE	APPLICABILITY	REFERENCE
Law Enforcement Facilities	Single-family Subdivisions of 5 or more units, and	Reso. 2008-81
Fire Suppression Facilities	New Commercial, Office, or Industrial.	Reso. 2010-247
Library Facilities		
Aquatic Facilities		
Parkland Acquisition		
Local Circulation		
Regional Circulation		
Public Meetings Facilities		
Storm Drain	Plus all single-family residences	Reso. 2010-247 and SBMC 3.38.040
Sewer Connection	All single-family residences Only	SBMC 13.08.055(D)

JL/S: Bldg and Safety/ all forms/

(revised August 2, 2012)



**DENNIS DRAEGER**  
ASSESSOR - RECORDER - CLERK

P Counter

Doc#: 2014-0212838

Titles: 1      Pages: 66



Fees	0.00
Taxes	0.00
Other	0.00
<hr/> PAID	<hr/> \$0.00

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of San Bernardino  
Attn: City Manager  
300 North "D" Street, 6<sup>th</sup> Floor  
San Bernardino, California 92418

Exempt from Recording Fee  
Pursuant to Government  
Code Section 27383

Space above this line for Recorder's Use Only

**DEVELOPMENT AGREEMENT  
WATERMAN GARDENS**

**By and Between**

**THE CITY OF SAN BERNARDINO**

**and**

**HOUSING AUTHORITY OF**

**THE COUNTY OF SAN BERNARDINO**

February 18, 2014

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into in the City of San Bernardino on the 18th day of February, 2014, by and between the CITY OF SAN BERNARDINO, a municipal corporation organized and existing under the laws of the State of California (the "City"), and the Housing Authority of the County of San Bernardino, a public body, corporate and politic (the "Land Owner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code and Chapter 19.40 of the San Bernardino Municipal Code. The City and the Land Owner are, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

### RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 through 65869.5 (the "Development Agreement Law"), which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application. The Mayor and Common Council of the City of San Bernardino (collectively, the "City Council") adopted Chapter 19.40 of the San Bernardino Municipal Code to govern the processing of development agreements by the City.

B. Land Owner is the fee owner of the real property located within the City of San Bernardino, County of San Bernardino, State of California, as further described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. Land Owner proposes to develop the Property to include the demolition of 252 existing residential units (the "Existing Dwelling Units") and the construction of a development consisting of seventy-three (73) units restricted for senior citizens (the "Senior Units") and three hundred thirty-eight (338) non-senior units (the "Non-Senior Units") for a total of four hundred eleven (411) residential units and community uses totaling 129,800 square feet (including a day care center, social service/recreation center, administration building and maintenance facility) to be known as Waterman Gardens (the "Project"). The Project includes development of the Property as contemplated by the City Approvals, this Agreement, and Subsequent Approvals.

D. Entering into this Agreement is acknowledged to be to the mutual benefit of the City and the Land Owner and is approved by the City in consideration of the significant public benefits to be derived from the Project, including: (1) redevelopment of 252 seventy-year old housing units affordable to low income households; (2) provision of 73 additional housing units for seniors affordable to low income households; (3) provision of 86 market-rate units to provide mixed-income housing; (4) improvements to Baseline Street, Waterman Avenue, and Olive Street to enhance vehicular and pedestrian safety, and which exceed the improvements necessitated by the impacts of the Project; (5) provision of more community amenities than the six required by the Development Code; (6) provision of community facilities, including recreational and training facilities; (7) enhanced public safety; (8) increased property tax

valuation; and (9) short-term construction employment and long-term employment at the community facilities.

E. Under the California State Density Bonus Law (Government Code Section 65915 et seq.; the "Density Bonus Law"), the Project is entitled to receive a density bonus of up to thirty-five percent (35%), three concessions and incentives, waivers, and parking concessions, all as defined in the Density Bonus Law.

F. The following approvals, entitlements, and findings have been adopted by the City with respect to the Property:

1. The Mayor and Common Council adopted a Mitigated Negative Declaration for the Project on February 18, 2014 (the "MND"). As required by the California Environmental Quality Act ("CEQA"), the City adopted written findings and a Mitigation Monitoring and Reporting Program on February 18, 2014.

2. The Planning Commission recommended approval of Tentative Tract Map No. 18829 (Subdivision No. 11-03) with respect to the Property on December 11, 2013.

3. The Planning Commission recommended approval of Conditional Use Permit No. 11-13 (for the density bonus, concessions and incentives permitted by Government Code Section 65915 and Municipal Code Section 19.04.030(D)(1)) with respect to the Property.

4. The Mayor and Common Council approved this Agreement, Tentative Tract Map No. 18829 and Conditional Use Permit No. 11-13 as more fully set forth below.

The City actions identified above are collectively referred to as the "City Approvals." The City Approvals incorporate all conditions of approval of Tentative Tract Map 18829 (Subdivision 11-03) and Conditional Use Permit 11-13 and all plans submitted by the Land Owner to the City and incorporated into the City Approvals, including but not limited to the site plans, landscape plan, floor plans, and building elevations date-stamped November 5, 2013.

G. The development of the Project will require future discretionary and ministerial approvals from the City, potentially including, but not limited to, encroachment permits, demolition permits, grading permits, building permits, final inspections, and certificates of occupancy consistent with the City Approvals (the "Subsequent Approvals"). "Subsequent Approvals" also include any review required by CEQA or NEPA, including implementation of all mitigation measures, monitoring programs, and conditions adopted as part of the City Approvals.

H. To ensure that the intent of the City and Land Owner with respect to the City Approvals are carried out, the Parties desire voluntarily to enter into this Agreement in order to facilitate development of the Project subject to the conditions and requirements included in this Agreement.

I. The Planning Commission, on December 11, 2013, after giving required notice, conducted a public hearing on this Agreement, as required by Municipal Code Chapter 19.40, and recommended that the Mayor and Common Council approve this Agreement. The Mayor

and Common Council on February 18, 2014 (the "Adoption Date"), after giving required notice, conducted a public hearing and adopted Resolution No. 2014-39 approving this Agreement and making all findings and determinations relating to this Agreement which are required by the Development Agreement Law and by Municipal Code Chapter 19.40.

J. The Mayor and Common Council find that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) are in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will promote preservation and enhancement of land values in the City; (iv) will encourage the development of the Project by providing a reasonable level of certainty to the Land Owner; and (v) will provide for orderly growth and development in a manner consistent with the General Plan, the Development Code and other plans and regulations of the City.

**NOW, THEREFORE**, with reference to the foregoing Recitals and in consideration of the mutual promises, obligations and covenants herein contained, the sufficiency of which consideration is hereby acknowledged, City and Land Owner agree as follows:

### AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth in both are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

### ARTICLE I DEFINITIONS

- 1.1 Definitions. The following defined terms are used in this Agreement.
- 1.1.1 "Adoption Date" is defined in Recital I.
  - 1.1.2 "Agreement" is defined in the first paragraph, page 1.
  - 1.1.3 "Annual Report" is defined in Section 5.1.
  - 1.1.4 "Applicable Law" is defined in Section 3.1.2.
  - 1.1.5 "Assignee" is defined in Section 8.2.1.
  - 1.1.6 "Assignment" is defined Section in 8.2.2.
  - 1.1.7 "CEQA" is defined in Recital F.
  - 1.1.8 "City" is defined in the first paragraph, page 1 and in Section 2.1.1(a)
  - 1.1.9 "City Approvals" is defined in Recital F.

- 1.1.10 "City Council" is defined in Recital A.
- 1.1.11 "City Fees" is defined in Section 3.11.3.
- 1.1.12 "City Law" is defined in Section 3.2.1
- 1.1.13 "Current Impact Fee Schedule" is defined in Section 3.11.3(b)(iii).
- 1.1.14 "Current Processing Fee Schedule" is defined in Section 3.11.3(a).
- 1.1.15 "Declaration of Default" is defined in Section 6.2.
- 1.1.16 "Default" is defined in Section 6.1.
- 1.1.17 "Density Bonus Law" is defined in Recital E.
- 1.1.18 "Density Bonus Ordinance" is defined in Section 3.11.2.
- 1.1.19 "Development Agreement Law" is defined in Recital A.
- 1.1.20 "Effective Date" is defined in Section 2.4.
- 1.1.21 "Existing Dwelling Units" is defined in Recital C.
- 1.1.22 "Fee Study" is defined in Section 3.11.3(b)(i).
- 1.1.23 "FONSI" is defined in Recital F.
- 1.1.24 "Impact Fees" is defined in Section 3.11.3.
- 1.1.25 "Land Owner" is defined in the first paragraph, page 1.
- 1.1.26 "MND" is defined in Recital F.
- 1.1.27 "Mortgage" is defined in Section 9.1.
- 1.1.28 "Mortgagee" is defined in Section 9.1 and Section 9.5.
- 1.1.29 "NEPA" is defined in Recital F.
- 1.1.30 "Non-Senior Units" is defined in Recital C.
- 1.1.31 "Notice of Default" is defined in Section 6.3.1(a).
- 1.1.32 "Party" and "Parties" are defined in the first paragraph, page 1.
- 1.1.33 "Planning Commission" is defined in Recital F.
- 1.1.34 "Processing Fees" is defined in Section 3.11.3.

- 1.1.35 "Project" is defined in Recital C.
- 1.1.36 "Property" is defined in Recital B.
- 1.1.37 "Senior Units" is defined in Recital C.
- 1.1.38 "Subsequent Approvals" is defined in Recital G.
- 1.1.39 "Term" is defined in Section 2.6.
- 1.1.40 "Third Party Challenge" is defined in Section 11.1.1.
- 1.1.41 "Water Department" is defined in Section 3.11.3.

1.2 Capitalized Terms. If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.3 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Legal Description
- Exhibit B: Concessions Pursuant to Density Bonus Law
- Exhibit C: Current Processing Fee Schedule
- Exhibit D: Current Impact Fee Schedule

**ARTICLE II  
GENERAL PROVISIONS**

2.1 Parties.

2.1.1 The City.

(a) The City is a charter city and a municipal corporation duly organized and validly existing under the laws of the State of California. The office of the City is located at 300 North "D" Street, 6<sup>th</sup> Floor, San Bernardino, California 92418. "City," as used in this Agreement, includes the City of San Bernardino and any assignee or successor to its rights, powers and responsibilities.

(b) The City represents and warrants that, as of the Effective Date of this Agreement:

(i) The execution and delivery of this Agreement and the performance of the obligations of the City have been duly authorized by all necessary actions and approvals required for a municipal corporation;

(ii) The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement; and

(iii) This Agreement is a valid obligation of the City and is enforceable in accordance with its terms.

2.1.2 The Land Owner.

(a) Land Owner is the Housing Authority of the County of San Bernardino, a public body, corporate and politic. For the purposes of this Agreement, the Land Owner's office is 715 East Brier Drive, San Bernardino, California 92408.

(b) Land Owner represents and warrants that, as of the Effective Date of this Agreement, Land Owner is:

(i) The sole fee owner of the Property;

(ii) Duly organized and validly existing under the laws of the State of California;

(iii) Qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(iv) In good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of this Agreement.

(c) Land Owner further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Land Owner, except as have been obtained;

(ii) That the execution and delivery of this Agreement and the performance of the obligations of Land Owner have been duly authorized by all necessary actions and approvals required under Land Owner's organizational documents;

(iii) That this Agreement is a legal, valid, and binding obligation of Land Owner and is enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Agreement by the Land Owner does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the Land Owner's organizational documents (b) any law, rule, or regulation binding upon or applicable to the Land Owner, or (c) any material agreements to which the Land Owner is a party;

(v) That, unless otherwise disclosed in writing to the City prior to the date of the City Council's adoption of this Agreement, and except for threats of litigation

expressed in public hearings relating to the City Approvals, there is no existing or, to the Land Owner's reasonable knowledge, pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the Land Owner or, to the best knowledge of the Land Owner, the Property, that would, if adversely determined, materially and adversely affect the Land Owner or the Property or the Land Owner's ability to perform its obligations under this Agreement or to develop and operate the Project; and

(vi) That Land Owner and/or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate the Project on the Property.

2.2 Relationship of City and Land Owner. The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and the Land Owner and that the Land Owner is an independent contractor and not an agent or partner of the City. The Parties further acknowledge that neither Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of the Land Owner, the affairs of the City, or otherwise. The City and Land Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Land Owner joint venturers or partners.

2.3 Description of Property. The Property which is the subject of this Agreement is described in Exhibit A, attached hereto and incorporated herein by this reference.

2.4 Effective Date. This Agreement shall become effective thirty (30) days after the Adoption Date (the "Effective Date").

2.5 Execution and Recording. Not later than ten (10) days after the Adoption Date, the City and the Land Owner shall execute and acknowledge this Agreement. Not later than ten (10) days after the Effective Date, the City Clerk shall cause recordation of this Agreement with the San Bernardino County Recorder against the Property, provided that a referendum applicable to Resolution No. \_\_\_\_\_ has not been timely submitted to the City.

2.6 Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty (20) years from the Effective Date (the "Term"), unless the Term is terminated, modified, or extended by the provisions of this Agreement.

2.7 Provisions Required by Statute. The Development Agreement Law provides, among other things, that a development agreement shall specify the following:

2.7.1 Duration of the Agreement. See Section 2.6 of this Agreement.

2.7.2 Permitted Uses of the Property. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.3 Density or Intensity of Uses. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.4 Maximum Height and Size of Proposed Buildings. See Section 3.1.1 of this Agreement and the City Approvals.

2.7.5 Reservation or Dedication of Land for Public Purposes. See Section 3.10 of this Agreement and the City Approvals.

2.7.6 Periodic Review Annually. See Article V of this Agreement.

2.8 Discrepancies. Chapter 19.40 of the San Bernardino Municipal Code provides at subsection 2 of Section 19.40.010, that: "Should any apparent discrepancies between the meaning of these documents [Chapter 19.40, Section 65864 et seq. of the Government Code, and the Development Agreement] arise, then the documents shall control in construing the development agreement in the following order of priority:

2.8.1 "The plain terms of this Agreement itself;

2.8.2 "The provisions of Municipal Code Chapter 19.40; and

2.8.3 "The provisions of Development Agreement Law."

### **ARTICLE III DEVELOPMENT OF THE PROPERTY**

3.1 Use of the Property and Applicable Law Subject to Agreement. The Property is hereby made subject to the provisions of this Agreement. All development of or on the Property, or any portion thereof, shall be undertaken only in compliance with the provisions of this Agreement and with Applicable Law.

3.1.1 Permitted Uses. The Project shall be developed in accordance with the City Approvals and this Agreement. During the Term of this Agreement, the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, other zoning standards, provisions for reservation or dedication of land for public purposes, and all other terms and conditions of development shall be those set forth in the City Approvals.

3.1.2 Applicable Law. "Applicable Law" includes the City Approvals, the Subsequent Approvals consistent with the City Approvals and when approved by the City, this Agreement, and those ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Project in effect on the Effective Date, and except as otherwise provided in Sections 3.3 and 3.5.



### 3.2 No Conflicting Enactments.

3.2.1 Except as and to the extent required by state or federal law, and subject to the provisions of Sections 3.3 and 3.6 below, the City shall not impose on the Project any ordinance, resolution, rule, regulation, standard, policy, condition, or specification, including by initiative (each individually, a "City Law"), that has any of the following effects on the rights provided by Applicable Law:

(a) Changes any land use designation or permitted use of the Project from that shown in Applicable Law;

(b) Limits or controls the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property except as set forth in this Agreement and in Applicable Law; or

(c) Limits or restricts any right specifically granted by the City Approvals or this Agreement, including, but not limited to, permitted uses and permitted floor area ratio.

### 3.3 Subsequently Enacted Rules and Regulations.

3.3.1 The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and which are not in conflict with the terms of this Agreement. The City may also modify the Applicable Law or the terms of this Agreement to address a compelling public necessity regarding health and safety which was not known and could not have been known with the exercise of reasonable diligence on the Effective Date and that cannot reasonably be addressed by other means.

3.3.2 The Parties recognize that planning and design considerations are constantly evolving and being modernized, and that development of the Project may from time to time require updating of City regulations and standards in order to achieve the most desirable outcomes for the City from the Project. Accordingly, the City agrees that, in accordance with Section 3.11.1 below, it shall diligently and in good faith review and process to final action any proposals made by the Land Owner for such updating of City regulations and standards.

### 3.4 Initiatives and Referenda.

3.4.1 If any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property. The Parties acknowledge, however, that the City's approval of this Agreement is a legislative action subject to referendum.

3.4.2 Without limiting the generality of any of the foregoing, no moratorium imposed by the City affecting subdivision maps, building permits, processing of off-site or on-site improvements, or any and all Subsequent Approvals shall apply to the Property.

3.4.3 The timing, sequencing, and phasing of development within the Project shall be consistent with those timing, sequencing and phasing provisions specified in this Agreement, the City Approvals, and Applicable Law.

3.4.4 The City shall cooperate with Land Owner and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect and that no conflicting enactments are imposed on the Property, except as otherwise authorized by this Agreement.

### 3.5 Compliance With Requirements of Other Governmental Entities.

3.5.1 During the Term, Land Owner shall comply with lawful requirements of, and obtain all permits and approvals required by, other local, regional, state and federal agencies having jurisdiction over Land Owner's activities in furtherance of this Agreement. Land Owner shall pay all required fees when due to federal, state, regional, or other local governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

3.5.2 City shall cooperate with Land Owner in Land Owner's effort to obtain permits and approvals for the Project from federal, state, regional, and other local governmental agencies.

3.5.3 As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations. In the event changes in the law prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified as may be necessary to comply with such state or federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified as may be necessary to comply with changes in the law, and City and Land Owner shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification be limited to that which is necessary and to preserve to the extent possible the Project consistent with Applicable Law. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such changed laws or regulations. Nothing in this Agreement shall preclude the City or Land Owner from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such state or federal laws or regulations and/or such state or federal laws or regulations themselves.

3.6 City's Police Power. The Parties acknowledge and agree that the limitations, reservations, and exceptions contained in this Agreement are intended to reserve to the City that part of its police power which cannot be limited by contract, and this Agreement shall be construed to reserve to the City that part of its police power which cannot be restricted by contract.

### 3.7 Subsequent Development Approvals for the Property.

3.7.1 Applications for Subsequent Approvals are anticipated to be submitted to the City by the Land Owner. The City shall diligently and in good faith process in a manner as expeditious as reasonably possible all applications for Subsequent Approvals filed by Land Owner in accordance with the rights granted by this Agreement and by Applicable Law. In no event shall such processing exceed the time periods set forth in any applicable state laws and local ordinances or regulations, and any conditions or requirements imposed by the City in connection with any such approvals or permits shall not conflict with Applicable Law or exceed those typically imposed by the City in connection with similar approvals for other affordable housing development projects in the City. The foregoing requirements are subject to the Land Owner's applications for Subsequent Approvals being in proper form for submittal and processing, including all fees consistent with Section 3.11.3 below and all documents and information required by the City's generally applicable standards in effect at the time of submittal.

3.7.2 In connection with the City's commitment to diligent processing of Subsequent Approvals in Section 3.11.1 below, the City shall, with the concurrence of the Land Owner as to cost, engage consultants or assign City staff for the purpose of coordinating, facilitating, expediting and/or reviewing applications by the Land Owner for Subsequent Approvals. If approved by the Land Owner, the Land Owner shall bear the cost of compensation of such specially assigned consultants and staff and any other City expenses associated with such persons, except as otherwise provided herein. The consultants and staff assigned to the Project shall at all times be persons having a level of training and experience commensurate with the size and complexity of the Project and the diversity of further approvals and permits required for the Project.

3.7.3 With the City Approvals, the City has made a final policy decision that the development of the Property is consistent with the City Approvals and is in the best interests of the City's public health, safety, and general welfare. Accordingly, the City shall not use its authority in considering any application for a Subsequent Approval that is consistent with the City Approvals to change the policy decisions reflected by the City Approvals. Nothing herein shall limit the ability of the City to require the necessary reports, analyses, or studies to assist in determining whether the requested Subsequent Approvals are consistent with Applicable Law and this Agreement. The City's review of the Subsequent Approvals shall be consistent with this Agreement, including, without limitation, Sections 3.2, 3.7, and 3.11.1 of this Agreement. To the extent consistent with CEQA and NEPA, as determined by the City in its reasonable discretion, the City shall utilize the MND and FONSI to review the environmental effects of Subsequent Approvals and shall not require additional environmental review pursuant to CEQA and NEPA except as may be mandated by state or federal law as provided in Section 3.5.3 above.

3.7.4 Notwithstanding the above, as required by Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of Government Code Section 66473.7, if applicable, and shall be extended from time to time as required by Government Code Section 66452.6.

3.8 Life of City Approvals and Subsequent Approvals. If any City Approval or Subsequent Approval shall expire, Land Owner shall retain all vested rights contained in this

Agreement and shall be entitled to re-approval of the City Approvals and Subsequent Approvals consistent with Applicable Law.

3.9 Timing of Development. The Parties acknowledge that development of the Project will be affected by numerous factors outside the control of the Land Owner, e.g., general economic conditions, interest rates and market demand. Accordingly, the Parties hereby acknowledge and agree that the Land Owner may develop the Property in such order and at such rate and times as are appropriate within the Land Owner's business judgment, subject to compliance by the Land Owner with the City Approvals and such other conditions and requirements imposed by the City and not in conflict with this Agreement.

3.10 Land Owner Obligations.

3.10.1 As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement, and as a material inducement to City to enter into this Agreement, Land Owner has offered and agreed to provide public improvements to the City as set forth in the City Approvals and has further agreed to comply with all of its obligations under this Agreement, including, in particular, the obligations set forth in this Section 3.10.

3.10.2 Prior to the issuance of the first building permit for the Project, Land Owner shall submit a final phasing plan to the City which shall specify the order in which the phases shall be built and which road improvements required by the City Approvals shall be completed as part of each phase of development. Land Owner shall substantially complete any required improvements to Baseline Street, Waterman Avenue, Olive Street, and La Junita Street prior to final inspection of the first unit in the corresponding phase of development or shall post adequate security to ensure completion within 90 days. After Land Owner has improved La Junita Street to public street standards, City hereby agrees to accept the dedication of La Junita Street from Land Owner.

3.11 City Obligations.

3.11.1 Diligent Processing of Subsequent Approvals. City staff shall diligently process in good faith all Subsequent Approvals and shall approve or recommend approval or conditional approval to the Planning Commission and City Council of the Subsequent Approvals if, as determined by the City in its reasonable discretion, the Subsequent Approvals comply with Applicable Law, CEQA, NEPA and other relevant state and federal laws and regulations.

3.11.2 Provision of Density Bonus and Concessions. Under the Density Bonus Law, the Project is entitled to receive a density bonus of up to thirty-five percent (35%), three concessions and incentives, waivers, and parking concessions, all as defined in the Density Bonus Law. Land Owner has applied for a density bonus of twenty-five percent (25%) for the Project pursuant to City Municipal Code Section 19.04.030(2)(D) (the "Density Bonus Ordinance") and the Density Bonus Law. Developer is also providing Senior Units which are allowed a fifty percent (50%) density increase pursuant to City Municipal Code Section 19.04.010(2)(E). City has approved the requested density bonuses, concessions, and incentives as shown in Exhibit B and incorporated herein by this reference.

3.11.3 Fees and Fee Credits. The Parties recognize that fees which may be imposed by the City ("City Fees") upon the Project fall within two categories (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary exactions which are intended to defray the costs of public facilities related to development projects (e.g. parks, streets, utilities, including sewer and water connection fees, and traffic controls) ("Impact Fees").

(a) Processing Fees. For a ten (10)-year period commencing upon the Effective Date, the City shall charge Processing Fees against the Project based upon the processing fees in effect on the Effective Date of this Agreement, except for any processing fees imposed by the City Municipal Water Department (the "Water Department"), including but not limited to sewer capacity fees and water acquisition of service charges imposed by the Water Department. Additionally, the Land Owner shall reimburse the City for actual consultant costs required to process Subsequent Approvals. A list of the categories and amounts of Processing Fees in effect as of the Effective Date of this Agreement is attached hereto as Exhibit C (the "Current Processing Fee Schedule"). After the ten (10)-year period, the City may charge those reasonably justified Processing Fees which are in force and effect within the jurisdiction of the City for the broadly based class of Subsequent Approvals being applied for.

(b) Impact Fees.

(i) Within each phase of development, City may impose Impact Fees only for increased development within that phase. Land Owner shall pay no Impact Fees for development that replaces Existing Dwelling Units or existing square footage for non-residential structures within that phase. The Land Owner may defer payment of Impact Fees imposed on each structure until the later to occur of the following for that structure: the time of the City's release of utility meters or final inspection. For any public facilities constructed by Land Owner which are included in any current Impact Fee list, such fees shall be credited in lieu by City. The amount of the credit shall be limited to the amount of cost estimated for the improvements as identified in the associated fee study (the "Fee Study") regardless of the actual cost. The amount of the credit shall not exceed the amount of the respective fee in question for which credit is sought. In the event that only a portion of a facility identified in the Fee Study is constructed, the credit amount will be a prorated amount that reflects the appropriate portion of the estimated cost of the facility as identified in the Fee Study as determined by the Director of Public Works.

(ii) Sewer Connection Fees. Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay sewer connection fees for the Project as specified in Condition No. 41 in the conditions of approval of Tentative Tract Map 18829 (Subdivision 11-03) and Conditional Use Permit 11-13.

(iii) Water Acquisition of Service Charges Imposed by the Water Department. Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay water acquisition of service charges for a structure prior to final inspection of that structure; provided, however, that Land Owner shall only pay water acquisition of service charges for units developed in each phase in excess of the Existing Dwelling Units and existing square footage for non-residential structures in that phase. The number of Existing Dwelling Units and non-residential square footage shall be calculated for each phase, such that at project

completion, the Water Department shall credit Land Owner for water acquisition of service charges for all of the Project's Existing Dwelling Units and non-residential square footage in accordance with the Water Department's Rule and Regulation No. 5 and the City and Water Department approvals.

(iv) Sewer Capacity Fees Imposed by the Water Department.

Notwithstanding any contrary provisions of Section 3.11.3(b)(i) above, Land Owner shall pay sewer capacity fees for a structure prior to final inspection of that structure; provided, however, that Land Owner shall only pay sewer capacity fees for units and non-residential square footage developed in each phase in excess of the Equivalent Dwelling Units (EDUs) for the Existing Dwelling Units and existing non-residential square footage in that phase. The number of EDUs for the Existing Dwelling Units and existing non-residential square footage shall be calculated for each phase, such that at project completion, the Water Department shall credit Land Owner for sewer capacity fees for all of the Project's existing EDUs in accordance with City Municipal Code Section 13.08.055B and the City and Water Department approvals.

(v) For a ten (10)-year period commencing upon the Effective Date, the City shall charge Impact Fees against the Project based upon the processing fees in effect on the Effective Date of this Agreement, except for sewer capacity fees, water acquisition of service charges, and other Impact Fees imposed by the Water Department.. A list of the categories and amounts of Impact Fees in effect as of the Effective Date of this Agreement is attached hereto as Exhibit D (the "Current Impact Fee Schedule"). After the ten (10)-year period, the City may charge those Impact Fees which are in force and effect within the jurisdiction of the City for the broadly based type of development being applied for.

(c) Fee Categories. The City shall not impose upon the Project any categories of fees or other monetary exactions which are not included within (i) the Processing Fees as those categories exist as of the date of this Agreement, or (ii) the Impact Fees as those categories exist on the Effective Date of this Agreement, unless required by state or federal law or regulations.

3.12 Mutual Obligations of the Parties. City has agreed to provide Land Owner with the long term assurances, vested rights, and other City obligations described in this Agreement, including, in particular, those City obligations described in this Article III, in consideration for the Land Owner's obligations contained in this Agreement, including, in particular, those Land Owner obligations described in this Article III. Land Owner has agreed to provide City with the Land Owner obligations described in this Agreement, including, in particular, those Land Owner obligations described in this Article III, in consideration for the City's obligations contained in this Agreement, including, in particular, those City obligations described in this Article III.

#### ARTICLE IV AMENDMENT, CANCELLATION, AND TERMINATION OF AGREEMENT

4.1 Amendment or Cancellation Procedure. This Agreement may be voluntarily terminated in whole or in part or amended by the mutual consent of the Parties or their successors in interest. In accordance with Municipal Code Chapter 19.40, the procedure for amendments shall be a tiered review procedure as follows:

4.1.1 Amendment of City Approvals. To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified by submittal of an application from the Land Owner and following the procedures for such amendment or modification contained in the San Bernardino Municipal Code. Upon any approval of such an amendment or modification, the amendment or modification to the City Approval shall automatically be deemed to be incorporated into the Applicable Law and into the provisions of this Agreement without any further requirement to amend this Agreement.

4.1.2 Other Amendments. Any other cancellation or amendment of this Agreement may be made only upon compliance with the provisions of Government Code Section 65858 and those procedures prescribed in Chapter 19.40 of the San Bernardino Municipal Code for entering into a new development agreement, including, but not limited to, public hearings before the San Bernardino Planning Commission and City Council and adoption of the amendment or cancellation by resolution.

4.2 Recordation of Amendment or Cancellation. The City Clerk shall record any amendment or cancellation with the San Bernardino County Recorder not later than ten (10) days after the effective date of the action effecting such amendment or cancellation, accompanied by a legal description of the Property.

4.3 Amendments to Development Agreement Legislation. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Law, as those provisions existed at the date of execution of this Agreement. No amendment or addition to the Development Agreement Law which would materially affect the substantive provisions of this Agreement or the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing to amend this Agreement to permit such applicability.

## ARTICLE V ANNUAL REVIEW

5.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) calendar days following each anniversary of Effective Date of this Agreement, the Land Owner shall submit to the City Manager written documentation demonstrating good-faith compliance with the terms of this Agreement ("Annual Report"). Failure by the Land Owner to submit the Annual Report in a timely manner shall not itself constitute a breach of this Agreement, unless the City has first given the Land Owner a minimum of thirty (30) calendar days' written notice and the Land Owner fails to submit the Annual Report within thirty (30) calendar days after receipt of such written notice.

5.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any Subsequent Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the recording date or the date of the preceding annual review. The City shall

review all the information contained in such report in determining the Land Owner's good faith compliance with this Agreement.

5.3 Waiver. The City does not waive any claim of defect in performance by the Land Owner if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder. However, in the event that the City, following receipt of the Annual Report for any year, fails to review the information contained therein and/or to determine the Land Owner's good faith compliance with this Agreement within ninety (90) calendar days following the date of such receipt, the Land Owner shall be deemed to be in good faith compliance with regard to the period covered by that Annual Report.

## ARTICLE VI DEFAULT, REMEDIES, AND TERMINATION

6.1 Default. A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("Default").

6.2 Remedies for Default. City and Land Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Land Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Land Owner agree that in the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suits for specific performance to remedy a specific breach, (b) suits for declaratory or injunctive relief, (c) suits for mandamus under Code of Civil Procedure Section 1085, or special writs, and (d) termination or cancellation of this Agreement. Except for attorneys' fees and costs as set forth in Section 11.3 below, monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under Section 3.10 of this Agreement. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Any legal action by a Party alleging a Default must be filed within ninety (90) days from date of declaring such default (the "Declaration of Default") as contained in the Notice of Default as defined below and after following the procedures in Section 6.3 below.

### 6.3 Notice and Procedure Regarding Defaults.

6.3.1 Default by Land Owner. The Land Owner shall be deemed in Default of the terms of this Agreement if a finding is made by the City Manager, upon the basis of substantial evidence, that the Land Owner has not complied with one or more of the material terms or conditions of this Agreement. A default on the part of an Assignee, as defined below, after an Assignment in conformance with all provisions of Section 8.2 below shall not constitute a Default of this Agreement by the Land Owner for those obligations under this Agreement that have been assigned to the Assignee.



(a) If the City Manager believes the Land Owner to be in Default of this Agreement, the City Manager or his or her designee shall make a Declaration of Default by giving the Land Owner thirty (30) calendar days' written notice specifying the nature of the alleged Default (the "Notice of Default") and, when appropriate, the manner in which the Default may be satisfactorily cured. Failure or delay in giving the Notice of Default shall not constitute a waiver of such violation.

(b) The Land Owner may appeal a Declaration of Default by filing a notice of appeal with the City Clerk within the thirty (30) calendar day cure period described in the preceding paragraph. The Land Owner's appeal shall be placed on the agenda of the next regularly scheduled meeting of the City Council, which shall be an open meeting but not a public hearing. If the City Council finds that a Default has occurred and is continuing, the Land Owner shall be given sixty (60) calendar days within which to cure such Default; provided that such time period may be extended by the City Manager for a period not to exceed 180 calendar days, upon a determination that the Land Owner is engaged in making good faith efforts to cure the Default. At the next City Council meeting following expiration of the period allowed by the City Council for curing the Default, or any extension thereof, the City Council shall set forth by motion or resolution its determination as to (i) the continuation of the Default and (ii) any action to be taken, which action may include amendment or termination of this Agreement. Any action to terminate shall be in the form of a resolution supported by written findings and be in compliance with Section 4.1 above.

(c) After proper notice and expiration of the cure period without appeal, cure, or commencement of substantial effort toward a cure by the Land Owner, the City may take unilateral action by adoption of a resolution with written findings to terminate or amend this Agreement.

6.3.2 Default by City. The City shall be deemed in Default of the terms of this Agreement upon failure of the City to carry out any of its obligations hereunder.

(a) If the Land Owner believes the City to be in Default of this Agreement, the Land Owner promptly shall make a Declaration of Default by filing a Notice of Default with the City Manager setting forth the grounds upon which a Default is claimed, facts in support of such grounds, and the means through which such Default may be cured. The City shall have thirty (30) calendar days following the date of receipt of a Notice of Default from Land Owner within which to take action to deny the claim, cure the Default, or undertake substantial action toward the cure.

(b) If the action of the City is unsatisfactory to the Land Owner, the Land Owner may make an appeal to the City Council, provided that, within ten (10) days following the date of receipt of the notice of denial of the claim, or within ten (10) days following the date of expiration of the cure period described in the preceding paragraph, whichever occurs first, the Land Owner files with the City Clerk a notice of appeal to the City Council. The City Council thereafter shall consider this matter on the agenda of its next regularly scheduled meeting, which shall be an open meeting but not a public hearing, at which the Land Owner may present information regarding the alleged violation. Based upon the information presented by the Land Owner, the City Council shall make a determination as to whether the City is in Default of this Agreement, as alleged by the Land Owner.

**ARTICLE VII  
ESTOPPEL CERTIFICATE**

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Default(s). The Party receiving a request under this Article VII shall execute and return the certificate within thirty (30) days following receipt of the request. The City Manager is hereby authorized to execute on behalf of the City any certificate requested by Land Owner. Land Owner and the City acknowledge that a certificate hereunder may be relied upon by transferees and Mortgagees.

**ARTICLE VIII  
TRANSFERS, ASSIGNMENTS**

8.1 Agreement Runs With the Land.

8.1.1 This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

8.1.2 All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to law applicable to such servitudes and covenants, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property hereunder (a) is for the benefit of the Property and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon Land Owner and each successive owner during its ownership of the Property or any portion thereof, and each person or entity having any interest in the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

8.2 Right to Assign.

8.2.1 The Land Owner may assign its rights and obligations hereunder to any other person or entity ("Assignee"), at any time during the term of this Agreement, provided that:

(a) (i) such assignment shall occur in connection with sale, hypothecation or other transfer of a legal or equitable interest in the Property or a portion thereof, including any foreclosure of a mortgage or deed of trust or a deed in lieu of foreclosure, or in connection with formation of a new entity which is the assignee and in which the Land Owner is a partner, member or other form of co-owner, or (ii) such assignment results from the formation, by Land Owner, of a new legal entity, in which Land Owner has an interest, which will own all or a portion of the Property; and

(b) the Assignee demonstrates the following, to the reasonable satisfaction of the City Manager: (i) the ability to perform or secure any public improvement obligations required by the City in connection with the Project or other interest being transferred, as identified in the conditions of approval or elsewhere in the City Approvals; (ii) the financial capabilities to meet the obligations of this Agreement as they relate to that portion of the Project assigned to Assignee; and (iii) its expertise in managing projects similar in size to the Project or other interest being assigned. The City shall give the Land Owner written notice of its satisfaction or dissatisfaction with the proposed Assignee within thirty (30) calendar days of receipt by the City of the information the City requires pursuant to this Section. The City's failure to timely communicate to Land Owner its approval or disapproval shall result in City being deemed to have approved. The City shall, to the extent permitted by law, treat all such information as confidential and proprietary, to be made available solely to City officials and staff required to review it in order to carry out the purposes of this paragraph.

8.2.2 The Land Owner shall give the City notice of any such assignment, and the Assignee shall provide the City with notice acknowledging its acceptance of its obligations hereunder as a successor in interest to the Land Owner. Upon such assignment, the acceptance thereof by the Assignee and provision of the required notices to the City by both the Land Owner and the Assignee, the Land Owner shall be relieved of its rights and obligations hereunder to the extent that such rights and obligations have been specifically transferred to and accepted by the Assignee. Only upon compliance with all of conditions set forth in this Section 8.2 shall there be an assignment hereunder (the "Assignment").

8.2.3 Each Assignee acquiring all or any portion of the Property, and thus becoming an Assignee of the rights and obligations in this Agreement to the extent of such property acquisition, shall be entitled to each and all of the rights, and be subject to each and all of the conditions and obligations, set forth in, and established by, the City Approvals. Subsequent to an Assignment under this Section 8.2, all references in this Agreement to "Land Owner" shall mean and refer, instead, to the Assignee as such references pertain to a portion of the Project acquired by the Assignee.

8.2.4 Upon Assignment and approval of that Assignment as provided in Section 8.2.1 above, such Assignee shall be entitled to all of the rights and be subject to all of the obligations as set forth in this Agreement, as such rights and obligations apply specifically, either wholly or pro-rata, to that portion of the Project to which Assignee has acquired an interest as the result of such Assignment. Such rights and obligations shall include, by way of example only, the obligations concerning Impact Fees and the rights concerning waivers and refunds, each and all as they apply to that portion of the Project so assigned. Any default by the Land Owner in the terms or conditions of this Agreement or in the City Approvals, existing at the time of assignment of any of its rights and obligations hereunder, shall remain the obligation of the Land

Owner, unless the Assignee expressly accepts such obligation and the City expressly approves the assignment of such obligation. Any default by the Assignee in the terms or conditions of this Agreement or in the City Approvals, occurring after the time of assignment of any rights and obligations of the Land Owner to the Assignee, shall be solely the responsibility of that Assignee, and shall not be deemed to be a default by either the Land Owner or any other Assignee and shall not affect the rights occurring to any other portion of the Property pursuant to this Agreement or the City Approvals.

8.3 Release Upon Sale or Completion of Development. At such time as: (a) any single dwelling unit is sold to an individual homebuyer member of the general public; or (b) within a single phase, as described in Section 3.10.2, all on-site and off-site construction is completed in compliance with the City Approvals, and the final inspection or its equivalent is approved by the City for all structures within that phase, then such individual dwelling unit or phase, as applicable, shall be deemed released from all of the restrictions and obligations of this Agreement and shall thereafter be forever conveyed free and clear of the provisions and obligations contained in this Agreement. The release of any dwelling unit or phase, as applicable, from the restrictions of this Agreement shall not otherwise amend, modify, invalidate, release, or terminate the rights and obligations of the Land Owner or any Assignee under this Agreement as to the remainder of the Property subject to this Agreement and not deemed released in accordance with the first sentence of this Section 8.3. If reasonably required, the Parties shall execute such further assurances as may be necessary to confirm the release and termination of the restrictions contained in this Agreement

## ARTICLE IX MORTGAGEE PROTECTION

9.1 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including, but not limited to, City's remedies to terminate the rights of Land Owner (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under Applicable Law.

9.3 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Land Owner or any approved assignee requesting a copy of any Notice of Default given Land Owner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Land Owner's cost), concurrently with service to Land Owner, any notice given to Land Owner with respect to any claim by City the Land Owner is in Default under this Agreement, and if City issues a Declaration of Default, City shall, if so requested by the Mortgagee, likewise serve at Mortgagee's cost (or Land Owner's cost) notice on the Mortgagee concurrently with service on Land Owner. Each Mortgagee shall have the right, but not the obligation, during the same period available to Land Owner to cure or remedy, or to commence to cure or remedy, the event of Default claimed in the Notice of Default or Declaration of Default, and City will accept such cure or remedy as though performed by Land Owner.

9.4 No Supersedure. Nothing in this Article IX shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Article IX constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 9.3 above.

9.5 Mortgagee Protection. The Parties hereto agree that this Agreement shall not prevent or limit the Land Owner, in any manner, at Land Owner's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing may require certain interpretations and modifications to this Agreement and agrees, upon request, from time to time, to meet with the Land Owner and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including, without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure (also deemed a Mortgagee) on the Property shall be entitled to the following rights and privileges.

## ARTICLE X NOTICES

10.1 Notices. Notices, demands, correspondence and communications between City and Land Owner shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express or DHL to the offices of City and Land Owner indicated below, provided that a receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City:

City Manager  
City of San Bernardino  
300 North "D" Street, 6<sup>th</sup> Floor  
San Bernardino, California 92418

With copy to:

City Attorney  
City of San Bernardino  
300 North "D" Street, 6<sup>th</sup> Floor  
San Bernardino, California 92418

Land Owner:

Executive Director  
Housing Authority of the County of San Bernardino  
715 East Brier Drive  
San Bernardino, California 92408

With Copy to:

Goldfarb & Lipman LLP  
1300 Clay Street, Eleventh Floor  
Oakland, CA 94612  
Attn: Barbara Kautz

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given and received on the earlier of the date personal delivery is made or on the delivery date or attempted delivery date shown on the return receipt or air bill. Counsel for a Party may provide notice for each Party with the same force and effect as if notice were given by the Party.

## ARTICLE XI MISCELLANEOUS

### 11.1 Third-Party Legal Challenge.

11.1.1 Actions of the Parties. In the event of any legal action, claim, or proceeding instituted by a third party challenging the validity of any provision of this Agreement, the City Approvals, or the Subsequent Approvals ("Third Party Challenge"), the City shall actively defend against any such action or proceeding, including taking all reasonable measures to protect the enforceability of the Agreement. The Land Owner shall pay all actual, reasonable legal expenses associated with such defense. The Parties shall cooperate in defending against any such challenge. The City shall consult regularly with the Land Owner regarding such defense and shall notify the Land Owner of any significant developments relating to the action or proceeding. During the entire course of any such challenge, including any review up to a court of final jurisdiction, this Agreement shall remain in full force and effect. Under no circumstances shall Land Owner be required to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Land Owner.

11.1.2 Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court

in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

11.2 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

11.3 Applicable Law/Venue/Attorneys' Fees and Costs. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Bernardino, State of California. Should any legal action or arbitration be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court, including without limitation costs and fees that may be incurred on appeal. The costs, salary, and expenses of the City Attorney and members of his office in connection with that action shall be considered as "attorneys' fees" for the purpose of this Agreement.

11.4 Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

11.5 Severability. Except as otherwise provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement based on such determination.

11.6 Nondiscrimination. Land Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

11.7 Land Owner Right to Rebuild. City agrees that Land Owner may renovate or rebuild a development located on the Property within the Term of this Agreement should it become necessary due to natural disaster. Any such renovation or rebuilding shall comply with the Applicable Law and this Agreement.

11.8 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

11.9 Agreement is Entire Understanding. This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

11.10 Interpretation. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

11.11 Recordation of Termination. Upon termination of this Agreement, a written statement acknowledging such termination shall be executed by Land Owner and City and shall be recorded by City in the Official Records of San Bernardino County, California.

11.12 Signature Pages; Execution in Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

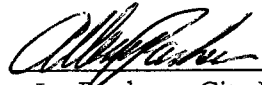
*[Signatures on the Following Page]*



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF SAN BERNARDINO,  
a municipal corporation and charter city

HOUSING AUTHORITY OF THE COUNTY  
OF SAN BERNARDINO, a public body,  
corporate and politic

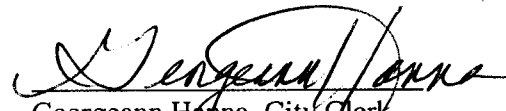
By:   
Allen J. Parker, City Manager

By:   
Daniel J. Nackerman, President/CEO

Dated: 2/26/14

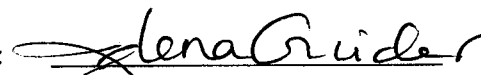
Dated: 3/26/14

ATTEST:

By:   
Georgeann Hanna, City Clerk

Dated: 2/27/14

APPROVED AS TO FORM:  
Gary D. Saenz, City Attorney

By: 

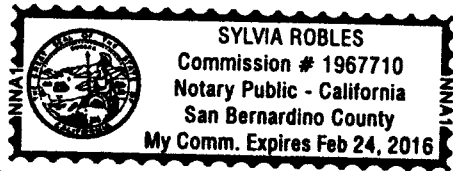
Dated: 2/13/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of San Bernardino }
On 3/26/2014 before me, Sylvia Robles, Notary Public
personally appeared Daniel J. Nackerman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sylvia Robles
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement - Westerman Gardens
Document Date: 2/18/2014 Number of Pages: 65
Signer(s) Other Than Named Above: Allen J. Parker, Georgeann Hanna, Gary D. Saenz

Capacity(ies) Claimed by Signer(s)

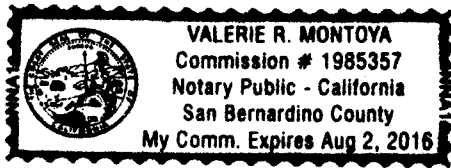
Form with checkboxes for capacity claims (Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other) and signature lines for two signers.

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN BERNARDINO )

On February 26, 2014, before me, Valerie R. Montoya,  
Notary Public, personally appeared Allen J. Parker, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Valerie R. Montoya  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All that property in the City of San Bernardino, County of San Bernardino, further described as:

Real property in the San Bernardino County of San Bernardino, State of California, described as follows:

PARCEL A: (APN: 0147-211-01-0-000 THROUGH 0147-211-04-0-000)

LOTS 11, 12, 13 AND 14, IN BLOCK 42, RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2 RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM A PARCEL 150 FEET BY 150 FEET IN THE NORTHWEST CORNER OF LOT 11; AND THE EAST 300 FEET OF LOT 14.

PARCEL B: (APN: 0147-181-33-0-000)

THE WEST 40 FEET OF PARCEL 1 OF PARCEL MAP NO. 14951, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP ON FILE IN BOOK 185, PAGES 85 AND 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 0147-181-35-0-000)

THE WEST 40 FEET OF PARCEL 2 OF PARCEL MAP NO. 14951, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP ON FILE IN BOOK 185, PAGES 85 AND 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

**EXHIBIT B****CONCESSIONS PURSUANT TO DENSITY BONUS LAW**

1. A twenty-five percent (25%) maximum density bonus is granted to increase the maximum density of the mixed-income non-senior units from twelve (12) to fifteen (15) units per acre, and a fifty percent (50%) maximum density increase is granted to increase the maximum density of the senior units from twelve (12) to eighteen (18) units per acre, for a maximum of four hundred eleven (411) dwelling units in the Project. Density shall be calculated for the overall Project rather than for each separate phase of development.
2. Three concessions are hereby granted, as described below:
  - a. **Private Open Space.** Dwelling units with private patios that are smaller in area than those required by the City's zoning ordinance as shown in the table below.

**Concession #1:** Private Open Space requirements.

Unit	Unit Type	Unit Description	Unit Size	Required: Private Open Space (sq ft)	Provided: Private Open Space (sq ft)
1 BR	A1	1 BR – seniors	576 sqft	n/a*	102
	A2	1 BR flat – singles/couples	618 sqft	155	104
2 BR	B1	2 BR flat (accessible)	813 sqft	203	105
	B2.1	2 BR townhouse (2 story)	998 sqft	250	269
	B2.2	2 BR townhouse (2 story)	997 sqft	249	282
	B3	2 BR flat (senior building manager unit)	1,088 sqft	n/a*	154
3 BR	C1	3 BR townhouse (2 story)	1,241 sqft	300	267
	C2	3 BR townhouse (2 story accessible)	1,234 sqft	300	294
	C3.1	3 BR townhouse (3 story 20' wide)	1,458 sqft	300	308
	C3.2	3 BR townhouse (3 story 20' wide)	1,455 sqft	300	308
	C4	3 BR shop house (3 story 25' wide)	1,614 sqft	300	200
4 BR	D1.1	4 BR townhouse	1,478 sqft	300	289
	D1.2	4 BR townhouse (accessible)	1,478 sqft	300	289
*Part of Senior Building – Private Open Space requirements do not apply.					

b. **Parking Requirements.** Parking for the Project as shown in the table below.

**Concession #2: Parking:**

Residential Parking Proposed							
Unit Type	# of units	off-street covered pkg per unit proposed	off-street uncovered pkg per unit proposed	Total off-street parking proposed	Total on-street parking (private streets)	Total Parking proposed	Residential Parking Ratio (spaces/unit)
Senior	73	0.0	1.0	73.0	3	76	
1 Bedroom	57	0.0	1.0	57.0		57	
2 Bedroom	137	2.0	0.0	274.0		274	
3 Bedroom	133	2.0	0.0	266.0		266	
4 Bedroom	11	2.0	0.5	27.5		28	
unassigned spaces				28.0	190	218	
<b>Total</b>	<b>411</b>			<b>725.5</b>	<b>193</b>	<b>919</b>	<b>2.23</b>

Non-Residential Parking				
	Area (sqft)	Parking required per use	Parking Required	Parking Spaces Proposed
Recreation and Community Centers	93,350 sqft		TBD*	129
Administration Building	7,387 sqft	1 space/250sqft	30	7
Existing Central Shop, Maintenance Bldg, Community Garden Bldg	18,394 sqft	1 space / 1,000 sqft	18.4	32
<b>Total</b>	<b>168</b>			

\* The unique program of the existing community center does not fall under any existing parking requirement category for the City of San Bernardino. Further discussions with the city are needed to determine the required parking standards for this program.

- c. **Setbacks.** Reduced setbacks shown in the table below.

**Concession #3: Setbacks.**

<b>RM (Residential Medium) Zone</b>	<b>Required</b>	<b>Provided</b>
Front Yard	20"-0" min. (25' avg)	16'-9" min.
Side Yard: 2 story	10"-0" min (+1' per 15' wall length)	6'-3" min.
Rear Yard	10"-0"	10'-0" min.
Distance between Buildings	20"-0"	6'-10" min.



## SCHEDULE OF FEES

### Building & Safety Division, Community Development Department

300 North D Street, San Bernardino, CA 92418  
Ph: (909) 384-5071 Fax: (909) 384-5080  
Website: [www.sbcity.org](http://www.sbcity.org)

### I. Plan Review and Building Permits Fees

The plan review and building permit fees applicable to building construction projects in the City of San Bernardino are provided in the following tables. These fees are collected to cover the costs of the plan review and building inspection services provided as part of the building permit process.

These fees **do not include** Development Impact Fees, School Fees, Engineering Division Fees, Planning Division Fees, Water Department Fees, Health Department Fees, or other fees collected for other purposes, unless noted otherwise.

#### A. Determining Plan Review Fees

In order to determine the **Plan Review Fee** for a project the following procedure should be followed:

1. **Plan Review Deposit** (all except 1 and 2 family dwellings):
  - a.) Identify the Construction Cost Factor in Table 2 based on the building's occupancy group (use) and type of construction, then multiply this factor by the square footage of the use. The result is the **valuation of the construction**. If the building contains **mixed uses**, compute the valuation of each distinct use and add the valuations together to get the **total valuation** of the building.
  - b.) Find the appropriate valuation range in the left-hand column of Table 3 that corresponds to the **total valuation**. Select the appropriate column (residential or commercial) to determine the plan review deposit fee.
2. **Total Plan Review Fees:**

The Total Plan Review Fee is the sum of the following fee components, when applicable:

$$\text{Total} = \text{Plan Review Deposit} + \text{Expeditious Plan Review} + \text{E/P/M Plan Review} + \text{Energy Plan Review} + \text{Fire Plan Review} + \text{Accessibility Plan Review} + \text{Zoning Review}$$
3. **Hourly Plan Review Rate**

The hourly rate for in-house plan review is \$94.15. When expeditious review is requested by the applicant and performed by an outside vendor, any plan review billed hourly shall be at the vendor's prevailing hourly rate, which is typically higher than the City rate.
4. **One & Two Family Residential Construction – Plan Review**

Plan reviews of new **single-family and duplex residential construction**, additions or alteration thereto, will be performed at the hourly rate. Repetitive tract housing units will be billed at one hour. The plan review deposit for new 1 & 2 family dwellings is equal to 5 hours. The deposit for additions is equal to 3 hours.



## B. Determining Building Permit Fees

### 1. Single-family Residential Construction

#### A. Additions

- Additions without a bath or kitchen: \$1.39 per sq. ft.
- Additions with a bath or kitchen: \$1.54 per sq. ft.
- Minimum fee for additions: \$300.
- Maximum fee for additions up to 1200 sq. ft.: \$1166
- The fee for additions over 1200 sq. ft. is as indicated in Table 1B

#### B. New Single-family Tract Homes (constructed in phases of five or more homes):

- Refer to Table 1A.

#### C. New Single-family Infill or Custom Homes

- Refer to Table 1B.

### 2. Commercial, Industrial, and Multifamily

#### Basic Building Permit Fee:

The basic building permit fee is listed in the 2<sup>nd</sup> column of Table 3.

#### Total Building Permit Fee:

The Total Building Permit Fee is the sum of the following fee components, when applicable:

**Total = Basic Building Permit Fee + Issuance Fees + Elec/Plbg/Mech Permit Fees +  
 Certificate of Occupancy Fee + SMIP Fee\* + Cultural Development Impact Fee + Archive  
 Fee + Technology Fee**

(\*SMIP = Strong Motion Instrumentation Program Fees)

## BUILDING VALUATION DATA

The Community Development Department uses the following cost factors (dollars per square foot) to determine project valuation under Section 304.2 of the Uniform Administrative Code as adopted by the City of San Bernardino. Plan check and building permit fees for occupancies other than single-family residences are based on value of the project per Section 304. Valuation of a project is determined by the Building Official. The cost factors contained in Table 2 are used to calculate building valuation, which in turn is used to determine permit and plan check fees in Table 3. Valuation may or may not have a resemblance to actual square foot cost of a project. In most cases the costs indicated are below market rates compared to a bid, contract price, assessed value or sales price. The use of these cost factors by the City simply assures consistency and uniformity in the amount of fees collected for projects of similar size, construction, and occupancy.

## B. Determining Building Permit Fees

### 1. Single-family Residential Construction

#### A. Additions

- Additions without a bath or kitchen: \$1.39 per sq. ft.
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#### B. New Single-family Tract Homes (constructed in phases of five or more homes)

- Refer to Table 1A

#### C. New Single-family Infill or Custom Homes

- Refer to Table 1B

### 2. Commercial, Industrial, and Multifamily

#### Basic Building Permit Fee:

The basic building permit fee is listed in the 2<sup>nd</sup> column of Table 3.

#### Total Building Permit Fee:

The Total Building Permit Fee is the sum of the following fee components, when applicable:

$$\text{Total} = \text{Basic Building Permit Fee} + \text{Issuance Fees} + \text{Elec/Plbg/Mech Permit Fees} + \\ \text{Certificate of Occupancy Fee} + \text{SMIP Fee}^* + \text{Cultural Development Impact Fee} + \text{Archive} \\ \text{Fee} + \text{Technology Fee} \quad \text{(*SMIP = Strong Motion Instrumentation Program Fees)}$$

## BUILDING VALUATION DATA

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Table 2. (continued)	Other Costs	UNIT CONSTRUCTION COST
BLOCK WALLS:	- 4' high	\$30.00 /ln. ft.
	- 5' high	\$37.00 /ln. ft.
	- 6' high	\$44.00 /ln. ft.
	-- other	\$7.35 /sq. ft.
DEMOLITION:	(valuation = contract price)	(valuation = contract price)
DRYWALL		\$18.00 /sheet
FIREPLACE		\$3000.00 ea.
PATIOS, PORCHES		\$19.55 /sq. ft.
PATIO SLAB ONLY WITH FOOTING		\$6.45 /sq. ft.
PATIO COVER ONLY		\$13.10 /sq. ft.
REROOFING (1 square = 100 sq. ft.)		
- Built-up		\$210.00/square
- Composition Shingles		\$165.00/square
- Shake or Tile		\$320.00/square
- Resheathing		\$ 96.00/square
SIGNS:	(by valuation)	
SIDING, EXTERIOR		\$3.00/sq. ft.
STUCCO:		\$4.44 /sq. ft.
SWIMMING POOLS AND SPAS - GUNITE		(valuation = contract price)
- MANUFACTURED ABOVE-GROUND POOL/SPA		\$125/\$75
TENANT IMPROVEMENT	(Use 30% of cost per square foot)	30%
WINDOW CHANGE OUTS (per window)		\$370.00 ea.

\*Deduct 20 % for shell only buildings.

\*\* Use 30% for tenant improvements.

**TABLE 3 Plan Review and Building Permit Fees**  
**Commercial, Industrial, and Multifamily Residential Occupancies**

Note: The following table provides basic permit and plan review fees based on valuation for commercial, industrial, and multifamily residential occupancies. Additional fees for permit issuance, electrical, plumbing, mechanical, development impacts, sewer capacity, schools, etc may apply.

TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total	TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total
1,000 - 500	60.00	14.25	74.25				
501 - 600	60.00	16.15	76.15				
601 - 700	60.00	18.05	78.05				
701 - 800	60.00	19.95	79.95				
801 - 900	60.00	21.85	81.85				
901 - 1,000	60.00	23.75	83.75				
1,001 - 1,100	60.00	25.65	85.65	30,001 - 31,000	291.00	276.45	567.45
1,101 - 1,200	60.00	27.55	87.55	31,001 - 32,000	297.50	282.63	580.13
1,201 - 1,300	60.00	29.45	89.45	32,001 - 33,000	304.00	288.80	592.80
1,301 - 1,400	60.00	31.35	91.35	33,001 - 34,000	310.50	294.98	605.48
1,401 - 1,500	60.00	33.25	93.25	34,001 - 35,000	317.00	301.15	618.15
1,501 - 1,600	60.00	35.15	95.15	35,001 - 36,000	323.50	307.33	630.83
1,601 - 1,700	60.00	37.05	97.05	36,001 - 37,000	330.00	313.50	643.50
1,701 - 1,800	60.00	38.95	98.95	37,001 - 38,000	336.50	319.68	656.18
1,801 - 1,900	60.00	40.85	100.85	38,001 - 39,000	343.00	325.85	668.85
1,901 - 2,000	60.00	42.75	102.75	39,001 - 40,000	349.50	332.03	681.53
				40,001 - 41,000	356.00	338.20	694.20
				41,001 - 42,000	362.50	344.38	706.88
2,001 - 3,000	60.00	51.30	111.30	42,001 - 43,000	369.00	350.55	719.55
3,001 - 4,000	63.00	59.85	122.85	43,001 - 44,000	375.50	356.73	732.23
4,001 - 5,000	72.00	68.40	140.40	44,001 - 45,000	382.00	362.90	744.90
5,001 - 6,000	81.00	76.95	157.95	45,001 - 46,000	388.50	369.08	757.58
6,001 - 7,000	90.00	85.50	175.50	46,001 - 47,000	395.00	375.25	770.25
7,001 - 8,000	99.00	94.05	193.05	47,001 - 48,000	401.50	381.43	782.93
8,001 - 9,000	108.00	102.60	210.60	48,001 - 49,000	408.00	387.60	795.60
9,001 - 10,000	117.00	111.15	228.15	49,001 - 50,000	414.50	393.78	808.28
10,001 - 11,000	126.00	119.70	245.70	50,001 - 51,000	421.00	399.95	821.95
11,001 - 12,000	135.00	128.25	263.25	51,001 - 52,000	427.50	406.13	834.63
12,001 - 13,000	144.00	136.80	280.80	52,001 - 53,000	434.00	412.30	847.30
13,001 - 14,000	153.00	145.35	298.35	53,001 - 54,000	440.50	418.48	860.98
14,001 - 15,000	162.00	153.90	315.90	54,001 - 55,000	447.00	424.65	874.65
15,001 - 16,000	171.00	162.45	333.45	55,001 - 56,000	453.50	430.83	888.33
16,001 - 17,000	180.00	171.00	351.00	56,001 - 57,000	460.00	437.00	902.00
17,001 - 18,000	189.00	179.55	368.55	57,001 - 58,000	466.50	443.18	915.68
18,001 - 19,000	198.00	188.10	386.10	58,001 - 59,000	473.00	449.35	929.35
19,001 - 20,000	207.00	196.65	403.65	59,001 - 60,000	479.50	455.53	943.03
20,001 - 21,000	216.00	205.20	421.20	60,001 - 61,000	486.00	461.70	956.70
21,001 - 22,000	225.00	213.75	438.75	61,001 - 62,000	492.50	467.88	970.38
22,001 - 23,000	234.00	222.30	456.30	62,001 - 63,000	499.00	474.05	984.05
23,001 - 24,000	243.00	230.85	473.85	63,001 - 64,000	505.50	480.23	997.73
24,001 - 25,000	252.00	239.40	491.40	64,001 - 65,000	512.00	486.40	1,011.40
25,001 - 26,000	258.00	245.10	503.10	65,001 - 66,000	518.50	492.58	1,025.08
26,001 - 27,000	265.00	251.75	516.75	66,001 - 67,000	525.00	498.75	1,038.75
27,001 - 28,000	271.00	257.45	528.45	67,001 - 68,000	531.50	504.93	1,052.43
28,001 - 29,000	278.00	264.10	542.10	68,001 - 69,000	538.00	511.10	1,066.10
29,001 - 30,000	284.00	269.80	553.80	69,001 - 70,000	544.50	517.28	1,079.78

s/fees/schedule of fees (revised Sept. 8, 2008)

TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total	TOTAL VALUATION (\$)	Bldg. Permit Fee	Plan Review Fee	Sub Total
70,001 - 71,000	509.00	483.55	992.55	120,001 - 121,000	713.00	677.35	1390.35
71,001 - 72,000	513.50	487.83	1001.33	121,001 - 122,000	716.50	680.68	1397.18
72,001 - 73,000	518.00	492.10	1010.10	122,001 - 123,000	720.00	684.00	1404.00
73,001 - 74,000	522.40	496.38	1018.78	123,001 - 124,000	723.50	687.33	1410.83
74,001 - 75,000	527.00	500.65	1027.65	124,001 - 125,000	727.00	690.65	1417.65
75,001 - 76,000	531.50	504.93	1036.43	125,001 - 126,000	730.50	693.98	1424.48
76,001 - 77,000	536.00	509.20	1045.20	126,001 - 127,000	734.00	697.30	1431.30
77,001 - 78,000	540.40	513.98	1054.38	127,001 - 128,000	737.50	700.63	1438.13
78,001 - 79,000	545.00	517.75	1062.75	128,001 - 129,000	741.00	703.95	1444.95
79,001 - 80,000	549.50	522.03	1071.53	129,001 - 130,000	744.50	707.28	1451.78
80,001 - 81,000	554.00	526.50	1080.50	130,001 - 131,000	748.00	710.60	1458.60
81,001 - 82,000	558.50	530.58	1089.08	131,001 - 132,000	751.50	713.93	1465.43
82,001 - 83,000	563.00	534.85	1097.85	132,001 - 133,000	755.00	717.25	1472.25
83,001 - 84,000	567.50	539.13	1106.63	133,001 - 134,000	758.50	720.58	1479.08
84,001 - 85,000	572.00	543.40	1115.40	134,001 - 135,000	762.00	723.90	1485.90
85,001 - 86,000	576.00	547.68	1123.68	135,001 - 136,000	765.50	727.23	1492.73
86,001 - 87,000	581.00	551.95	1132.95	136,001 - 137,000	769.00	730.55	1499.55
87,001 - 88,000	585.00	556.23	1141.23	137,001 - 138,000	772.50	733.88	1506.38
88,001 - 89,000	590.00	560.50	1150.50	138,001 - 139,000	776.00	737.20	1513.20
89,001 - 90,000	594.50	564.78	1159.28	139,001 - 140,000	779.50	740.53	1520.03
90,001 - 91,000	599.00	569.05	1168.05	140,001 - 141,000	783.00	743.85	1526.85
91,001 - 92,000	603.50	573.33	1176.83	141,001 - 142,000	786.50	747.18	1533.68
92,001 - 93,000	608.00	577.60	1186.10	142,001 - 143,000	790.00	750.50	1540.50
93,001 - 94,000	612.50	581.88	1194.38	143,001 - 144,000	793.50	753.83	1547.33
94,001 - 95,000	617.00	586.15	1203.15	144,001 - 145,000	797.00	757.15	1554.15
95,001 - 96,000	621.50	590.43	1211.93	145,001 - 146,000	800.50	760.48	1560.98
96,001 - 97,000	626.00	594.70	1220.70	146,001 - 147,000	804.00	763.80	1567.80
97,001 - 98,000	630.50	598.98	1229.48	147,001 - 148,000	807.50	767.13	1574.63
98,001 - 99,000	635.00	603.25	1238.25	148,001 - 149,000	811.00	770.45	1581.45
99,001 - 100,000	639.50	607.53	1247.03	149,001 - 150,000	814.50	773.78	1588.28
100,001 - 101,000	643.00	610.85	1255.85	150,001 - 151,000	818.00	777.10	1595.10
101,001 - 102,000	646.50	614.18	1260.68	151,001 - 152,000	821.50	780.43	1601.93
102,001 - 103,000	650.00	617.50	1267.50	152,001 - 153,000	825.00	783.75	1608.75
103,001 - 104,000	653.50	620.83	1274.33	153,001 - 154,000	828.50	787.08	1615.58
104,001 - 105,000	657.00	624.15	1281.15	154,001 - 155,000	832.00	790.40	1622.40
105,001 - 106,000	660.50	627.48	1287.98	155,001 - 156,000	835.50	793.73	1629.23
106,001 - 107,000	664.00	630.80	1294.80	156,001 - 157,000	839.00	797.05	1636.05
107,001 - 108,000	667.50	634.11	1301.61	157,001 - 158,000	842.50	800.38	1642.88
108,001 - 109,000	671.00	637.45	1308.45	158,001 - 159,000	846.00	803.70	1649.70
109,001 - 110,000	674.50	640.78	1315.28	159,001 - 160,000	849.50	807.03	1656.53
110,001 - 111,000	678.00	644.10	1322.10	160,001 - 161,000	853.00	810.35	1663.35
111,001 - 112,000	681.50	647.43	1328.93	161,001 - 162,000	856.50	813.68	1670.18
112,001 - 113,000	685.00	650.75	1335.75	162,001 - 163,000	860.00	817.00	1677.00
113,001 - 114,000	688.50	654.08	1342.58	163,001 - 164,000	863.50	820.33	1683.83
114,001 - 115,000	692.00	657.40	1349.40	164,001 - 165,000	867.00	823.65	1690.65
115,001 - 116,000	695.50	660.73	1356.23	165,001 - 166,000	870.50	826.98	1697.48
116,001 - 117,000	699.00	664.05	1363.05	166,001 - 167,000	874.00	830.30	1704.30
117,001 - 118,000	702.50	667.38	1369.88	167,001 - 168,000	877.50	833.63	1711.13
118,001 - 119,000	706.00	670.70	1376.70	168,001 - 169,000	881.00	836.95	1717.95
119,001 - 120,000	709.50	674.03	1383.53	169,001 - 170,000	884.50	840.28	1724.78

For higher valuations use the formulas below.

**Building Permit Fees:**

For valuation ranges beyond the scope of the above table the following formulas can be used to determine the basic building permit fee:

Where the valuation (V) is between \$100,000.00 and \$500,000.00 -- \$639.50 for first \$100,000.00 and \$3.50 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$639.50 + \left( \frac{V - 100,000}{1000} \right) (3.50)$$

Where the valuation (V) is between \$500,000.00 thru \$1,000,000.00 -- \$2,039.50 for first \$500,000.00 and \$3.00 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$2,039.50 + \left( \frac{V - 500,000}{1000} \right) (3.00)$$

Where the valuation (V) is \$1,000,000.00 or greater -- \$3,539.50 for first \$1,000,000.00 and \$2.00 per 1,000.00 thereafter, or

$$\text{Building Permit Fee} = \$3,539.50 + \left( \frac{V - 1,000,000}{1000} \right) (2.00)$$

**Plan Review Fees:**

For valuation ranges beyond the scope of this table the Plan Review Fee shall be as follows:

Commercial/Industrial and Multifamily Residential: 95% of the calculated building permit fee

<b>Table 4 ELECTRICAL FEES</b>	
Single-family Residential Rewire (plus service)	\$ .056
Apartments, condominiums per sq. ft. (plus service)	\$ .050
Commercial buildings per sq. ft. (plus service)	\$ .015
<b>Electrical Service :</b> Up to 200 amps	\$30.50
200 amps to 1000 amps	\$62.13
1000 amps and over	\$124.30
<b>Subpanels</b>	\$18.20
<b>Temporary Power Poles</b>	\$23.50
Meter pole	\$12.30
Each extension pole (no meter)	
<b>Unit Schedule</b>	\$ 1.10
Receptacles, lights, switches—first 20, each	\$ .73
After 20, each	\$ 4.75
Range/oven, washer/dryer, a/c unit, evaporative cooler, each	
<b>Electrical Signs (for electrical work—does not include the sign structure)</b>	\$24.60
Additional branch circuit within same sign	\$ 4.75
<b>Meter Reset</b>	\$40.00
When issued in conjunction with other work	\$11.00
Each additional meter on same building or lot	\$10.00
<b>Minimum Fee</b>	\$60.00
<b>Solar Energy Systems</b>	No Charge
<b>Private Swimming Pools</b>	\$49.50
<b>Power Apparatus (motors, generators, transformers, industrial heating, cooling or cooking equipment, etc.)</b>	
- Up to 1 hp	\$ 4.75
- Over 1 to 10 hp	\$12.30
- Over 10 to 30 hp	\$24.60
- Over 30 to 100 hp	\$49.50
- Over 100 hp	\$74.50
<b>Carnivals and Circuses</b>	
- Generators and Electrically Driven Rides	\$23.50
- Mechanically Driven Rides, Walk-thru attractions w/elec. lighting	\$ 7.25
- System of area booth lighting	\$ 7.25

Table 5 Plumbing Fees	
Plumbing fixture, each	\$ 9.80
Gas meter reset (gauge test required)	\$40.00
Gas meter reset (when issued in conjunction w/other work)	\$11.00
Gas meter-each additional meter on same building or lot	\$10.00
House sewer, each	\$24.65
Cesspool	\$37.25
Private Sewage Disposal System	\$74.50
Demo Septic/Pit	\$22.00
Water heater, each	\$12.30
Repair or alteration of drainage or vent piping	\$ 4.75
Gas piping system of 1 to 5 outlets	\$ 6.15
Each additional outlet over 5, per outlet	\$ 1.10
Industrial Waste, pretreatment interceptor, except kitchen type grease interceptors functioning as fixture traps.	\$19.90
Water Piping installation, alteration or repair	\$ 4.75
Drainage/vent Piping	\$4.75
Lawn Sprinkler System on any one meter	\$ 14.80
Rainwater systems-per drain (inside building)	\$9.80
Minimum Fee	\$60.00
Solar Energy Systems	No Charge

Table 6 Mechanical Fees	
FAU to 100,000 BTU	\$14.80
FAU over 100,000 BTU	\$18.20
A/C unit up to 3 tons	\$14.80
A/C unit over 3 tons up to 15 tons	\$27.15
Twin-pack (new or replacement, includes gas or electric)	\$29.60
Wall heater, floor furnace, suspended heater	\$14.80
Evaporative cooler	\$10.65
Bath exhaust fan	\$ 7.25
Grease hood and duct systems	\$10.65
Duct alter	\$10.65
Air-handling unit HVAC	\$10.65



Table 7 Mobile Home Park Fees	
Installation/Set-up	\$196
Earthquake Bracing Systems	\$196
Accessory Buildings (Cabanas, Ramadas, Patios, Blockwalls, Garages, Awnings, Carports, Porches, etc.)	
- Without Standard Plans	Based on valuation
- With Standard Plans	\$196
<b>Fees For Constr./Alteration of Mobilehome Park Facilities</b>	
- For Each Lot	\$ 5.75
- Electrical Fee: Park Service	\$14.00
- Street Lights	\$ 3.00
- Unit Substation/Secondary Distribution Transformer	\$10.50
- Alter/Replace Service or Transformer	\$10.50
- Mobilehome Lot Service	\$7.00
- Alter/repair/replace lot service	\$7.00
Plan Review Fees (not charged to HCD Standard Plans)	Based on valuation
<b>Plumbing Fees</b>	
Park Drain System	\$14.00
Private Sewage Disposal or Water Treatment System	\$14.00
Lot Drain Inlet	\$ 7.00
Alter/Repair of Drainage/Vent Piping	\$ 7.00
Park Water System	\$ 7.00
Water Service Outlets (water meters)	\$ 4.25
Fire Hydrant or Riser	\$ 4.25
Water Conditioner	\$ 4.25
Plumbing Fixtures/Equipment (alter/repair/replace)	\$ 4.25
Park Gas Piping System	\$ 7.00
LPG or Natural Gas Tank of 60 gal. or more	\$ 7.00
Mobilehome Lot Gas Outlet Riser	\$ 4.25
Gas Distribution Equipment (alter/repair/replace)	\$ 4.25
Miscellaneous Equipment (each installation)	\$ 7.00

Table 8 Miscellaneous Fees	
<b>Permit Issuance Fees (to be included on all permits)</b>	\$40.00
Supplemental Issuance Fee	\$10.00
Minimum Permit Fee	\$60.00
Inspections - Hourly	\$94.45
Reinspection Fee	\$94.45
Inspection Outside Normal Business Hours	\$188.90 + \$94.45/hr. beyond 2 hr
Zoning Consistency Review Fee (Bldg. Permits, Demo, etc)	\$54.00
Certificate of Occupancy	\$475.08
(if included on building permit)	\$133.62
<b>Strong Motion Instrumentation Program (SMIP) Fees:</b>	Residential = .0001 x Valuation
Strong Motion Instrumentation Program (SMIP) fees are imposed by the State of California and provide funding for seismic monitoring and instrumentation throughout the State.	Com/Ind. = .00021 x Valuation (including hotels)
Technology Fee	2% of plan review & permit fees
<b>Archive Fees</b>	
- Per Permit or Application	\$1.00
- Plans	\$2.00/sheet
- Documents	\$ .25/page

s./fees/schedule of fees (revised Sept. 8, 2008)

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**Engineering Division**  
**Development Services Department**

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
 Phone: (909) 384-5111 Fax: (909) 384-5115  
 Website: [www.sbcity.org](http://www.sbcity.org)

**ENGINEERING DIVISION SCHEDULE OF FEES**

Fees Effective: July 18, 2009

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Basic Permit Fees:</b>					
- Engineering Permit		\$45.00	\$ .90	\$1.00	\$46.90
- Blanket Permit		\$53.00	\$1.06	\$1.00	\$55.06
- Permit Extension		\$43.00	\$ .86	\$1.00	\$44.86
Permanent Encroachment Permit	\$625.00	\$45.00	\$12.50	\$1.00	\$683.50
<b>Temporary Encroachment Permit:</b>					
- No Lane Closure	\$25.00	\$45.00	\$1.40	\$1.00	\$74.80
- With Lane Closure (First Day)	\$136.00	\$45.00	\$3.62	\$1.00	\$185.62
- Each Additional Day	\$60.00	*	\$1.20	*	\$61.20
Combo Lane Closure With Excavation	\$286.00	\$53.00	\$6.78	\$1.00	\$346.78
<b>Special Events Encroachment Permit:</b>					
- With A Lane Closure	\$500.00	\$45.00	\$10.90	\$1.00	\$556.90
- With A Street Closure	\$514.00	\$45.00	\$11.18	\$1.00	\$571.18
- Road Closure (First Day)	\$302.00	\$45.00	\$6.94	\$1.00	\$354.94
- Road Closure (Each Additional Day)	\$302.00	*	*	*	\$302.00
<b>Oversize Load Permit/Building Move:</b>					
- One Day Permit (State Fee)	\$17.00	*	\$ .34	\$1.00	\$18.34
- Annual Permit (State Fee)	\$95.00	*	\$1.90	\$1.00	\$97.90
<b>Hauling Permit:</b>					
- First Day	\$393.00	\$45.00	\$7.86	\$1.00	\$446.86
- Each Additional Day	\$100.00	*	\$2.00	*	\$102.00
Excavation Permit (Per Day)	\$150.00	\$45.00	\$3.90	\$1.00	\$199.90

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Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Traffic Study Report</b>					
- Base Fee	\$719.00	*	\$14.38	\$.25	\$733.63
- Extended Review (Per Hour)	\$80.00	*	\$1.60	*	\$81.60
<b>Final Map or Parcel Map Review:</b>					
- Base Fee	\$2,210.00	*	\$44.20	\$2.00	\$2,256.20
- Per Lot Fee	\$55.00	*	+ 2%		
- Each Additional Review	\$135.00	*	\$2.70	*	\$137.70
- Final Map Continuance	\$404.00	*	\$8.08	*	\$412.08
- Certificate of Correction (Per Hour)	\$97.00	*	\$1.94	\$2.00	\$100.94
<b>Off-Site Improvement Plan Check Fee/Based on Construction Cost Estimate Minimum \$50.00 Charge</b>	4%	*	+ 2%	\$2.00	
<b>On-Site Improvement Plan Check Fee/Based on Construction Cost Estimate</b>	2%	*	+ 2%	\$2.00	
<b>Grading Plan Check Fees:</b>					
- 50 or Less Cubic Yards (CY)	No Fee	*	*	*	*
- 51 - 100 Cubic Yards (CY)	\$15.00	*	\$.30	\$2.00	\$17.30
- 101 - 1,000 Cubic Yards (CY)	\$22.50	*	\$.45	\$2.00	\$24.95
- 1,001 - 10,000 Cubic Yards (CY)	\$30.00	*	\$.60	\$2.00	\$32.60
- 10,001 - 100,000 Cubic Yards (CY)	\$30.00/\$15.00 additional 10,000 CY	*	+ 2%	\$2.00	
- 100,001 - 200,000 Cubic Yards (CY)	\$165.00/\$9.00 additional 10,000 CY	*	+ 2%	\$2.00	
- 200,001 Cubic Yards (CY) and up	\$255.00/\$4.50 additional 10,000 CY	*			
<b>Four or More Plan Checks</b>	\$85.00	*	+ 2%	\$1.00	
<b>Review Revisions to Approved Plans</b>	\$137.00	*	\$2.74	\$2.00	\$141.74
<b>Review Fee:</b>					
- Certificates of Compliance	\$828.00	*	\$16.56	\$.25	\$844.81
- Lot Merger	\$828.00	*	\$16.56	\$.25	\$848.81
- Lot Line Adjustment - Single Family/Owner Occupied	\$414.00	*	\$8.28	\$.25	\$422.53
- Lot Line Adjustment - Commercial/Industrial	\$828.00	*	\$16.56	\$.25	\$844.81

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Off-Site Construction Inspection</b>					
Fee/Based on Construction Cost Estimate	4%	*	+ 2%	*	
<b>On-Site Construction Inspection</b>					
Fee/Based on Construction Cost Estimate	3%		+ 2%	*	
<b>Grading Inspection Fees:</b>					
- 50 or Less Cubic Yards (CY)	No Fee	*	*	*	*
- 51 - 100 Cubic Yards (CY)	\$150.00	*	\$3.00	*	\$153.00
- 101 - 1,000 Cubic Yards (CY)	\$225.00	*	\$4.50	*	\$229.50
- 1,001 - 10,000 Cubic Yards (CY)	\$300.00	*	\$6.00	*	\$606.00
- 10,001 - 100,000 Cubic Yards (CY)	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
- 100,001 - 200,000 Cubic Yards (CY)	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
- 200,001 Cubic Yards (CY) and up	\$300.00/\$100.00 additional 10,000 CY	*	+ 2%	*	
Blanket Permit Inspection (Per Location)	\$73.00	*	\$1.46	*	\$74.46
Re-Inspection	\$59.00	*	\$1.18	*	\$60.18
Bond Release Inspection	\$59.00	*	\$1.18	\$1.00	\$61.18
<b>After Hours and Holiday Construction Inspection:</b>					
- 4 Hour Minimum	\$369.00	*	\$7.38	*	\$376.38
- Each Additional Hour	\$92.45	*	\$1.85	*	\$93.30
<b>Review of Storm Water Pollution Prevention Plans (SWPPP):</b>					
- Commercial and Residential Projects	\$410.00	*	\$8.20	\$.25	\$418.45
- Industrial and Linear (CIP/Utility) Projects	\$265.00	*	\$5.30	\$.25	\$270.55
<b>Review of Water Quality Management Plans (WQMP):</b>					
- Non- Categorical	\$80.00	*	\$1.60	\$.25	\$81.85
- Categorical without Conditions of Concern	\$365.00	*	\$7.30	\$.25	\$372.55
- Categorical with Conditions of Concern	\$1,130.00	*	\$22.60	\$.25	\$1,152.85
- Four or more Reviews (Per Hour)	\$99.00	*	\$1.98	\$.25	\$101.23

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Review of Erosion/Waste Management Control Plan</b>	\$75.00	*	\$1.50	\$ .25	\$76.75
<b>National Pollutant Discharge Elimination System (NPDES) Construction Inspection:</b>	\$98.00	*	\$1.96	*	\$99.96
- Less Than 10 acres	\$179.00	*	\$3.58	*	\$182.58
- 10 Acres or More					
<b>National Pollutant Discharge Elimination System (NPDES) Business Inspection:</b>	\$143.00	*	\$2.86	\$1.00	\$145.86
<b>Hydraulic/Hydrology Study:</b>					
- Three Hour Minimum	\$487.00	*	\$9.74	\$ .25	\$496.99
- Four or More Hours	\$100.00	*	\$2.00	\$ .25	\$102.45
<b>Temporary Certificate of Occupancy</b>	\$520.00	*	\$10.40	\$1.00	\$530.25
<b>Engineering Letter</b>	\$100.00	*	\$2.00	\$ .25	\$102.25
<b>Street Name Change</b>					
- Plus the Cost of the Sign	\$1,345.00	*	\$26.90	\$ .25	\$1,372.15
<b>Sewer Capacity Analysis:</b>					
- Minimum Fee	\$280.00	*	\$5.60	\$ .25	\$285.85
- Extended Review (Per Hour)	\$80.00	*	\$1.60	\$ .25	\$81.85
<b>Street Light Electrical Energy Fee</b>					
- 70W 5,800L Type A	\$420.00 Each	*	\$8.40		\$428.40
- 100W 9,500L Type B	\$472.80 Each	*	\$9.52		\$482.26
- 150W 16,000L Type C	\$720.00 Each	*	\$14.40		\$734.40
- 200W 22,000L Type D	\$912.00 Each	*	\$18.24		\$930.24
<b>Billing Fee</b>	\$59.00	*	\$1.18	\$ .25	\$60.43
<b>Street or Alley Vacation</b>					
- Deposit	\$1,000.00	*	\$20.00	\$ .25	\$1,020.25
- Balance Due Prior to Processing	\$1,000.00	*	\$20.00	\$ .25	\$1,020.25
<b>Dedication of Right-of-Way (Each):</b>					
- If Legal and Map are Provided	\$315.00	*	\$6.30	\$ .25	\$321.55
- If City Prepares Legal and Map	\$800.00	*	\$16.00	\$ .25	\$816.25
<b>Private Party Annexation Request</b>	\$14,750.00	*	\$295.00	\$ .25	\$15,045.25
<b>City Property Lease Processing</b>	\$2,100.00	*	\$42.00	\$ .25	\$2142.25

Type of Application	Base Fee	Issuance Fee	Technology Fee (2%)	Archive Fee (Per Sheet)	Total
<b>Community Facility District</b>					
Verdemont Area Only	\$7,010.78/Lot		\$140.22	\$.25	\$7,151.25
- Residential in Lieu Fee	\$386.43/Lot		\$7.73	\$.25	\$394.40
- Residential if in CFD 2009/2010	\$48,975.34/Acre		\$979.51	\$.25	\$49,954.46
- Industrial/Commercial in Lieu Fee	\$2,699.48/Acre		\$53.98	\$.25	\$2,753.72
- Industrial/Commercial if in CFD 2009/2010	\$5,900		\$118.00	\$.25	\$6,018.25
- CFD Formation Fee					
<b>Assessment District</b>	\$5,900		\$118.00	\$.25	\$6,018.25
<b>Outside City Sewer Service Permit</b>	\$1,300.00	\$45.00	\$26	\$1.00	\$1,327

\* Archive fees are \$1.00 per permit, \$2.00 per plan sheet and \$.25 per document. Total archive fee will vary base on the total number of case file documents.

**FEEES FOR DOCUMENTS & MAPS**

Account #: 001-000-4710

**Documents**

The General Plan, Development Code, and other documents are available on the City's web page: [www.sbcity.org](http://www.sbcity.org), select *Departments* and *Development Services* and *Planning*.

**Maps**

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**Copying**

Photocopies .....35¢ first page, plus 15¢ each additional page



**Planning Division  
Community Development Department**

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
Phone: (909) 384-5057 Fax: (909) 384-5080  
Website: [www.sbcity.org](http://www.sbcity.org)

**PLANNING DIVISION SCHEDULE OF FEES**

Fees Effective: January 1, 2009

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
<b>Amendment to Conditions:</b>				
– Director review (DP1)	\$583	\$11.66	\$8.00	\$602.66
– D/ERC review (DP2)	\$822	\$16.44	\$8.00	\$846.44
– Planning Comm. Review (CUP/DP3/SUB)	\$2,550	\$51	\$8.00	\$2,609.00
<b>Antenna Development Permit (DP1)</b>	\$2,938	\$58.76	11.25	\$3,008.01
<b>Appeal to Mayor &amp; Common Council:</b>				
– Non-applicant, City resident	\$177	\$3.54	\$2.00	\$182.54
– All others	\$1,766	\$35.32	\$2.00	\$1,803.32
<b>Appeal to Planning Commission:</b>				
– Non-applicant, City resident	\$278	\$5.56	\$2.00	\$285.56
– All others	\$2,772	\$55.44	\$2.00	\$2,829.44
<b>Conditional Use Permit:</b>				
– Alcohol outlet in existing building	\$3,858	\$77.16	\$12.00	\$3,947.16
– Commercial & Industrial (non-residential)	\$7,133	\$142.66	\$12.00	\$7,287.66
– Residential (Condo, HMOD, Guest House)	\$2,809	\$56.18	\$12.00	\$2,877.18
– Revision	\$2,113	\$42.26	\$12.00	\$2,167.26
<b>Design Review</b>	Full Consultant Cost		*	
<b>Development Agreement or Agreement Amendment</b>	Direct Cost Recovery Fee	+ 2%	*	
<b>Development Code Amendment</b>	\$7,449 plus Full Consultant Cost	\$148.98	*	
<b>Development Permit:</b>				
– Type 1 (DP1-Director review)	\$1,070	\$21.40	\$11.25	\$1,102.65
– Type 2 (DP2- Dev. Review Committee)	\$6,890	\$137.80	\$12.00	\$7,039.80
– Type 3 (Planning Commission)	\$7,191	\$143.82	\$12.00	\$7,334.82
– Type 3 (Mayor and Common Council)	\$7,288	\$145.76	\$12.00	\$7,445.76

Type of Application	Base Fee	Technology Fee	Archive Fee	Total
Document Copies	Varies – see page 4			
Environmental Study (Initial Study prepared by staff for MND with MM/RP)	\$3,273	\$65.46	n/a	\$3,338.46
Environmental Impact Report	Direct Cost Recovery Fee plus Full Consultant Cost			
Extension of Time				
– CUP & Development Permit 2/3	\$3,922	\$78.44	\$11.25	\$4,011.69
– Tentative Tract Maps	\$4,768	\$95.36	\$11.25	\$4,874.61
Fence/Wall Permit	\$56	\$1.12	1.50	\$58.62
Fire Fees				
- CUP & Development Permit 2/3	\$413.45	n/a	n/a	\$413.45
- Subdivisions, Tentative Tracts, Parcel Maps, and Lot Line Adjustments	\$361.85			\$361.85
(CA Dept of) Fish & Game Fees (Make check payable to "Clerk of the Board of Supervisors")				
- Environmental Impact Report	\$2,768.25	+ \$50 Admin. Fee		\$2,818.25
- Negative Declaration (with or without MMRP)	\$1,993.00	+ \$50 Admin. Fee		\$2,043.00
- Notice of Exemption	\$50			\$50.00
General Plan Amendment (text or map)	Direct Cost Recovery Fee (\$1500 Deposit)			
Historic Preservation Report	Direct Cost Recovery Fee (\$815 deposit plus Consultant Cost)			
Home Occupation Permit	\$268	\$5.36	\$2.00	\$275.36
Letter of Zoning & Gen. Plan Consistency	\$450	\$9.00	\$2.00	\$461.00
Lot Line Adjustment	\$477	\$9.54	\$8.00	\$494.54
Minor Exception				
- Concurrent with another application	\$288	\$5.76	\$4.50	\$298.26
- Owner-occupied single-family residence	\$268	\$5.36	\$4.50	\$277.86
- Other	\$792	\$15.84	\$4.50	\$812.34
Misc. Environmental Report Review	Direct Cost Recovery Fee (\$245 deposit) plus Full Consultant Cost (\$327 deposit)			
Minor Modification/Revision	\$561	\$11.22	\$4.50	\$576.72
Phasing Plan Review				
- If not part of original project review	\$823	\$16.46	\$12.00	\$851.46
- Dev. Review Committee application (DP2)	\$514	\$10.28	\$12.00	\$536.28
- Planning Comm. application	\$536	\$10.72	\$12.00	\$558.72



Type of Application	Base Fee	Technology Fee	Archive Fee	Total
<b>(CUP/DP3/SUB)</b>				
Planning Commission Interpretation	\$1,119	\$22.38	n/a	1141.38
Public Convenience or Necessity Letter (PCN)	\$636	\$12.72	5.50	\$654.22
Pre-Application Review – DRC Review (If an application is filed within 60 days of the review, \$1,500 will be credited toward that application.)	\$2,424	\$48.48	\$6.00	\$2,478.48
Reconsideration by the Planning Comm.	\$506	10.12	n/a	\$516.12
Sign Permit	\$182	\$3.64	\$5.50	\$191.14
- Requiring Conditional Use Permit	\$3,858	\$77.16	\$5.50	\$3,940.66
- Temporary	\$111	\$2.22	\$5.50	\$118.72
Sign Program	\$610	\$12.20	\$5.50	\$627.70
Specific Plan or Specific Plan Amendment	Direct Cost Recovery Fee plus Full Consultant Cost			
Temporary Use Permit				
- Director Review	\$450	\$9.00	\$4.75	\$463.75
- Planning Commission Review	\$782	\$15.64	\$4.75	\$802.39
Tentative Parcel Map	\$4,262 plus \$65 per parcel	+ 2% of calculated base fee	\$8.00	Varies
Tentative Tract Map (for Single-Family Residential, Condo's, or P.R.D.)	\$7,561 plus \$65 per lot/dwlg unit	+ 2% of calculated base fee	\$8.00	Varies
Tentative Map Revision – Tract/Parcel Map	\$2,113	\$42.26	\$8.00	\$2,163.26
Tree Removal Permit	\$506	\$10.12	\$4.25	\$520.37
Variance	\$2,724	\$54.48	\$4.75	\$2,783.23
- With another application	\$910	\$18.20	\$4.75	\$932.95
- Single Family Residence	\$322	\$6.44	\$4.75	\$333.19
Vesting Tentative Maps	Direct Cost Recovery Fee plus Full Consultant Cost			
Zoning Form – written verification of zoning only	\$22	\$.44	\$2.00	\$24.44
Zoning Verification Review (for Business Registration Certificate)	\$37	\$.74	\$2.00	\$39.74

\* Archive fees are \$1.00 plus \$2.00 per plan sheet plus \$.25 per document. Total archive fee will vary base on the total number of case file documents.

**Direct Cost Recovery Fee**

The Direct Cost Recovery Fee shall include all City labor and material costs, both direct and indirect, including overhead charged against the specific item being discussed. The applicant shall pay a deposit for the Direct Cost Recovery Fee at the time of filing the application.

**Full Consultant Cost**

The Full Consultant Cost shall include all costs incurred by the City under contract with a consultant. The applicant shall pay a deposit for the full consultant costs at the time of filing the application.

**Deposit Required**

The applicant shall pay an initial deposit of \$1,500 (or the deposit listed in the fee schedule) at the time of filing an application on which there is a Direct Cost Recovery Fee. The applicant shall pay an initial deposit of \$1,500 (or the deposit listed in the fee schedule) at the time of filing an application on which there is a Full Consultant Cost Fee. When 75% of a deposit has been expended, and the Planning Division determines that the estimated remaining costs of the job will exceed the amount deposited, an additional deposit of such excess shall be required. Notification of the additional deposit required will be mailed to the applicant, who shall deposit such monies prior to the date specified in the notice. When an additional deposit has been requested, work will be suspended on the project when 95% of the deposit previously received has been expended. Projects will not be completed with money due. If an additional deposit is not made by the date specified in the notice, the project shall be deemed withdrawn on the date specified without any further action on the part of the City of San Bernardino and without refund of any money deposited for services performed. Such project may be reinstated only if additional deposit is made within 30 days from the date that the project was deemed withdrawn. If a project involves multiple applications, the full amount of fees for each type of application shall be paid.

Refunds will be made by the City of any fee that was erroneously paid or collected, for any unused deposit monies of Direct Cost Recovery Fee or Full Consultant Cost Fee after all changes for the project have been determined, or as determined by the Director.

Fees are automatically adjusted annually on January 1st of each year, based on the latest available Consumer Price Index increase from the prior year. Fees adopted per Resolution No. 89-471 (11/22/89), Resolution No. 91-148 (4/18/92), Resolution No. 2003-211 (8/4/03), and Resolution No. 2006-325 (9/5/06). Fire Department Fees authorized by Resolution No. 1999-173 (7/13/99) and Resolution No. 2006-325 (9/5/06). Technology Fee of 2.0% is authorized by Resolution No. 2008-149 (05/07/08).

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**FEES FOR DOCUMENTS & MAPS**

Account # 001-000-4710

**Documents**

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**Maps**

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## Temporary Fee Reductions and Deferrals

Effective: July 21, 2010  
Expires: August 2, 2014

**Building & Safety Division, Community Development Dept.**  
300 North D Street, San Bernardino, CA 92418  
Ph: (909) 384-5071 Fax: (909) 384-5080  
Website: [www.sbcity.org](http://www.sbcity.org)

### Development Impact Fee Reductions – Resolution 2010-266

FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Law Enforcement Facilities	All New Occupancies	50%
Fire Suppression Facilities	All New Occupancies	50%
Library Facilities	New Residential	55%
Aquatic Facilities	New Residential	55%
Parkland Acquisition	New Residential	55%

### Service Fee Reductions – Resolution 2010-268

FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Archive (Bldg, Fire, Plng)	Single-family Subdivisions of 5 or more units,	50%
Building Planning Review	Townhomes,	50%
DP3	Condominiums,	50%
Building Permit	Commercial, and	50%
Engineering Permit (Grading, On-site, Off-site, Landscaping)	Offices.	50%
Fire Plan Review/Inspection	"	50%
Fire Sprinklers	"	50%
Issuance (Bldg)	"	50%
Plan Review (Bldg, Fire,	"	50%
Technology (Bldg, Plng)	"	50%
WQMP	"	50%
Hydrology	"	50%
SWPPP	"	50%

### DEFERRALS OF DEVELOPMENT IMPACT FEES

FEE TYPE	APPLICABILITY	REFERENCE
Law Enforcement Facilities	Single-family Subdivisions of 5 or more units, and	Reso. 2008-81
Fire Suppression Facilities		Reso. 2010-247
Library Facilities	New Commercial, Office, or Industrial.	
Aquatic Facilities		
Parkland Acquisition		
Local Circulation		
Regional Circulation		
Public Meetings Facilities		
Storm Drain	Plus all single-family residences	Reso. 2010-247 and SBMC 3.38.040
Sewer Connection	All single-family residences Only	SBMC 13.08.055(D)

JL/S:Bldg and Safety/\_all forms/

(revised August 2, 2012)

**EXHIBIT D**  
**CURRENT IMPACT FEE SCHEDULE**



**COMMUNITY DEVELOPMENT DEPARTMENT**  
**BUILDING & SAFETY DIVISION**

300 North "D" Street, San Bernardino, CA 92418  
 Phone: (909) 384-7272 FAX: (909)384-5080  
 Website: www.sbcity.org

Housing Authority

The Impact Fees are calculated for the dwellings only; all other community structures will be provided shortly. The following fees were assessed under the following parameters:

**Existing Site:**

Number of existing Dwellings is 252  
 Number of existing Bedrooms is 594

**New Site Design:**

Number of new Dwellings is 411  
 Number of new Bedrooms is 848

Local Traffic:	\$24,689.52
Regional Traffic:	\$258,534.00
Law Enforcement:	\$90,028.98
Fire Suppression:	\$155,363.67
Library Facilities/Collection Fee:	\$80,342.70
Aquatic Facilities Fee:	\$41,022.00
Public Meetings Facilities Fee:	\$137,032.56
Sewer Connection Fees:	\$106,638.06
Storm Drain Fees:	\$257,686.53
Quimby Parkland Fee:	\$1,197,818.55

**Total Impact Fees** **\$2,349,156.57**

Cultural Not Included

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE  
STREET IMPROVEMENTS (Off Site)  
REVISED: JULY 15, 2009**

Developer: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 Drawing No: \_\_\_\_\_

Planning Case # \_\_\_\_\_  
 TM No./PM No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
6" Curb and Gutter		LF	\$16.27	\$0.00
6" Curb only		LF	\$13.02	\$0.00
8" Curb and Gutter		LF	\$17.35	\$0.00
8" Curb only		LF	\$13.56	\$0.00
Gutter (Adj. To existing curb)		LF	\$7.06	\$0.00
Cross gutter		SF	\$8.68	\$0.00
Side walk		SF	\$5.42	\$0.00
Residential DWY APPR		SF	\$7.59	\$0.00
Commercial DWY APPR		SF	\$9.76	\$0.00
Handicap ramp		EA	\$2,169.30	\$0.00
6" AC Dike		LF	\$11.93	\$0.00
8" AC Dike		LF	\$16.27	\$0.00
AC Pavement/Aggregate Base		SF	\$3.25	\$0.00
AC Pavement/Native		SF	\$1.35	\$0.00
Aggregate base		Ton	\$35.79	\$0.00
Roadway excavation		CY	\$14.10	\$0.00
Barricades		EA	\$2,272.60	\$0.00
AC overlay		SF	\$0.82	\$0.00
Fog seal		SF	\$0.11	\$0.00
Preparation of subgrade		SF	\$0.33	\$0.00
Street name signs		EA	\$542.33	\$0.00
Regulatory signs		EA	\$270.65	\$0.00
Stop sign		EA	\$325.40	\$0.00
Guide marker		EA	\$81.35	\$0.00
Saw cut		LF	\$3.80	\$0.00
Relocate chain link fence		LF	\$7.59	\$0.00
Chain link		LF	\$26.03	\$0.00
AC removal		SF	\$0.65	\$0.00
Street tree		EA	\$379.11	\$0.00
Street light		EA	\$6,198.00	\$0.00
Remove street light		EA	\$1,549.50	\$0.00
Grading (import soil)		CY	\$13.02	\$0.00
Remove curb and gutter		LF	\$4.07	\$0.00
Street striping		LF	\$0.43	\$0.00
AC Street cut repair		Ton	\$135.58	\$0.00
AB Street cut repair		Ton	\$92.20	\$0.00
Cold mill (\$3,500.00 + \$0.80/sf)		SF	\$1.35	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Street Improvement (Off- Site) Subtotal w/o traffic control during CONST				\$0.00
Traffic control during construction (5% of estimated construction cost.)				\$0.00
<b>Street Improvement (Off- Site) Subtotal</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**STORM DRAIN IMPROVEMENTS (Off Site)**  
**REVISED: JULY 15, 2009**

Developer: 0 \_\_\_\_\_  
 Engineer: 0 \_\_\_\_\_  
 Phone No: 0 \_\_\_\_\_  
 Drawing No: \_\_\_\_\_

Planning Case # 0  
 TM No./PM No.: 0  
 Date: 01/00/00

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
69" RCP and over		LF	\$413.20	\$0.00
66" RCP		LF	\$361.55	\$0.00
60" RCP		LF	\$330.56	\$0.00
54" RCP		LF	\$299.57	\$0.00
48" RCP		LF	\$268.58	\$0.00
42" RCP		LF	\$237.59	\$0.00
36" RCP		LF	\$206.60	\$0.00
30" RCP		LF	\$175.61	\$0.00
24" RCP		LF	\$144.62	\$0.00
18" RCP		LF	\$103.30	\$0.00
Catch basin - 7'		EA	\$5,681.50	\$0.00
Catch basin - 14'		EA	\$10,330.00	\$0.00
Catch basin - 21'		EA	\$15,495.00	\$0.00
Catch basin - 28'		EA	\$22,726.00	\$0.00
Junction structure		EA	\$2,582.50	\$0.00
Manhole No. 2		EA	\$5,165.00	\$0.00
Local depression		EA	\$1,084.65	\$0.00
Concrete collar		EA	\$2,711.63	\$0.00
Drainage inlet structure		EA	\$6,198.00	\$0.00
Drainage outlet structure		EA	\$2,711.63	\$0.00
Transition Structure (DW6 #412)		EA	\$1,626.98	\$0.00
Grate inlet structure		EA	\$2,169.30	\$0.00
Parkway culvert		EA	\$1,301.58	\$0.00
Headwall (LA STD)		EA	\$867.72	\$0.00
Crushed rock for Rip Rap		CY	\$43.39	\$0.00
Concrete collar		CY	\$759.26	\$0.00
Adjustment manhole to FG		LS	\$650.79	\$0.00
Connect to existing MH		LS	\$2,169.30	\$0.00
Reinforced concrete		CY	\$867.72	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Storm Drain Improvement (Off Site) Subtotal</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE  
SANITARY SEWER IMPROVEMENTS (Off Site)  
REVISED: JULY 15, 2009**

Developer: 0 Planning Case # 0  
 Engineer: 0 TM No./PM No.: 0  
 Phone No: 0 Date: 01/00/00  
 Drawing No:

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Manhole-----60" DIA		EA	\$5,423.25	\$0.00
Manhole-----48" DIA		EA	\$4,338.60	\$0.00
Drop Manhole		EA	\$5,423.25	\$0.00
Wyes		EA	\$108.47	\$0.00
Clean Out		EA	\$732.14	\$0.00
Sewer Saddle		EA	\$216.93	\$0.00
Remodeling Existing Manhole		EA	\$976.19	\$0.00
Sewer 4" PVC		LF	\$32.54	\$0.00
Sewer 6" PVC		LF	\$43.39	\$0.00
Sewer 8" PVC		LF	\$75.93	\$0.00
Sewer 10" PVC		LF	\$81.35	\$0.00
Sewer 12" PVC		LF	\$86.77	\$0.00
Sewer 15" PVC		LF	\$97.62	\$0.00
Encasement		LF	\$37.96	\$0.00
Pavement Restoration		SF	\$7.06	\$0.00
				\$0.00
				\$0.00
<b>Off-site Sanitary Sewer Improvement Subtotal</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE**  
**TRAFFIC SIGNALS / SIGNS /STRIPING (Off Site)**  
**REVISED: JULY 15, 2009**

Developer: 0 Planning Case # 0  
 Engineer: 0 TM No./PM No.: 0  
 Phone No: 0 Date: 01/00/00  
 Drawing No:

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Traffic Signals		LEG	\$54,232.50	
Major Intersection (4 LEG)		LS	\$216,930.00	\$0.00
Minor Intersection (4 LEG)		LS	\$173,544.00	\$0.00
Add Phase to Existing Signal (One Direction)		LS	\$32,539.50	\$0.00
Add Phase to Existing Signal (Both Directions)		LS	\$65,079.00	\$0.00
Traffic Signal Relocation Per Pole, 1A (10') Pole		EA	\$5,423.25	\$0.00
Traffic Signal Relocation Per Pole, Pole with Signal Mastarm		EA	\$10,846.50	\$0.00
Relocate PB or Adj. Grade		EA	\$108.47	\$0.00
Traffic Signal Loops		EA	\$406.74	\$0.00
Striping		LF	\$0.49	\$0.00
Pedestrian Crosswalk Striping		LF	\$0.65	\$0.00
Pavement Marker		LF	\$3.25	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Traffic Signals / Signs / Striping Subtotal</b>				<b>\$0.00</b>



## CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**COST ESTIMATE  
ON SITE IMPROVEMENTS (PRIVATE AREA)  
REVISED: JULY 15, 2009**

Developer: 0 \_\_\_\_\_  
 Engineer: 0 \_\_\_\_\_  
 Phone No: 0 \_\_\_\_\_  
 Drawing No: \_\_\_\_\_

Planning Cse # 0  
 TM No./PM No.: 0  
 Date: 01/00/00

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
Curb and Gutter		LF	\$16.27	\$0.00
Planter curb		LF	\$13.02	\$0.00
Ribbon gutter		SF	\$8.68	\$0.00
Walkways		SF	\$5.42	\$0.00
Residential DWY		SF	\$7.59	\$0.00
Commercial DWY		SF	\$9.76	\$0.00
AC or PCC pavement		SF	\$3.25	\$0.00
48" RCP		LF	\$268.58	\$0.00
42" RCP		LF	\$237.59	\$0.00
36" RCP		LF	\$206.60	\$0.00
30" RCP		LF	\$175.61	\$0.00
24" RCP		LF	\$144.62	\$0.00
18" RCP		LF	\$103.30	\$0.00
Parking lot drain (Std. 402)		EA	\$325.40	\$0.00
Chain link fence		LF	\$26.03	\$0.00
Catch basin		EA	\$5,965.58	\$0.00
Concrete collar		EA	\$2,711.63	\$0.00
6' garden wall		LF	\$54.23	\$0.00
3' Retaining wall		LF	\$59.66	\$0.00
4' Retaining wall		LF	\$97.62	\$0.00
5' Retaining wall		LF	\$108.47	\$0.00
6' Retaining wall		LF	\$135.58	\$0.00
8' Retaining wall		LF	\$216.93	\$0.00
Sewer main		LF	\$75.93	\$0.00
Manholes		EA	\$5,423.25	\$0.00
Clean-out		EA	\$732.14	\$0.00
Headwall structures		EA	\$2,711.63	\$0.00
Trash enclosure		EA	\$6,507.90	\$0.00
PCC Pavement		SF	\$8.14	\$0.00
4" Sewer lateral (on-site)		LF	\$12.40	\$0.00
6" Sewer lateral (on-site)		LF	\$14.46	\$0.00
				\$0.00
				\$0.00
<b>On-site Total</b>				<b>\$0.00</b>

CITY OF SAN BERNARDINO - PUBLIC WORKS / ENGINEERING

**FEEES**  
**REVISED: JULY 15, 2009**

Developer:	0
Engineer:	0
Phone No:	0
Planning Case #	0
Tract Map No./Parcel Map No.:	0
Date:	01/00/00

OFF-SITE	TOTALS
Street Improvement (Off- Site) Subtotal	\$0.00
Storm Drain Improvement (Off Site) Subtotal	\$0.00
Sanitary Sewer Improvement Subtotal	\$0.00
Traffic Signals / Signs / Striping Subtotal	\$0.00
Landscaping (LMD, publicly maintained areas)	
<b>TOTAL OFF-SITE IMPROVEMENTS</b>	<b>\$0.00</b>
Plan checking fee 4% (Reso. 92-344)	\$0.00
Inspection fee 4% (Reso. 92-344)	\$0.00
<b>TOTAL OFF-SITE FEE</b>	<b>\$0.00</b>

MAP CHECK FEE		
PM/TR Number	No. of lots	AMOUNT
		\$0.00

ON-SITE IMPROVEMENTS	TOTALS
Site Improvement (Private Area)	\$ -
Landscaping (Private Areas)	
<b>TOTAL ON-SITE IMPROVEMENTS</b>	<b>\$ -</b>
Plan checking fee 2% (Reso. 92-344)	\$ -
Inspection fee 3% (Reso. 92-344)	\$ -
<b>TOTAL ON-SITE FEE</b>	<b>\$0.00</b>



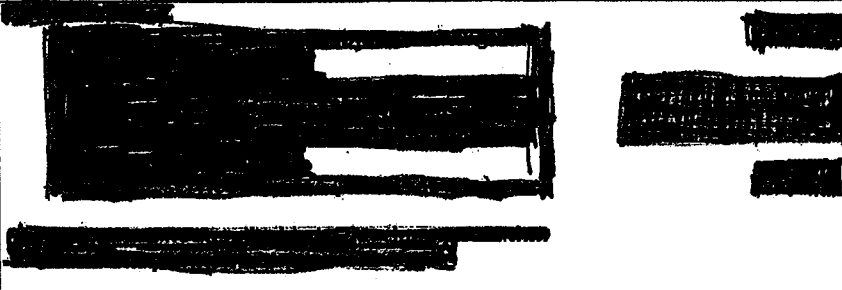
**Engineering Division  
Development Services Department**

300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418-001  
 Phone: (909) 384-5111 Fax: (909) 384-5115  
 Website: [www.sbcity.org](http://www.sbcity.org)

**ENGINEERING DIVISION IMPACT FEES**

Fees Effective: July 15, 2009

Type of Application	Fee
<b>Local Circulation System Fee</b>	
<b>Type of Development:</b>	
- Detached Dwelling Units	\$225.06
- Attached Dwelling Units	\$150.03
- Mobile Home Units*	\$155.03
- Commercial Lodging	\$155.03
- Commercial/Office	\$0.243
- Industrial Uses	\$0.147
*Fees for mobile homes shall apply to mobile homes located in mobile home parks.	
<b>Regional Circulation System Fee</b>	
<b>Type of Development:</b>	
- Detached Dwelling Units	\$2,435.00
- Attached Dwelling Units	\$1,626.00
- Mobile Home Units*	\$1,274.00
- Commercial Lodging	\$1,281.00
- Commercial/Office	\$2.625
- Industrial Uses	\$1.591
*Fees for mobile homes shall apply to mobile homes located in mobile home parks.	
<p>These Fees are due prior to Issuance of a Building Permit. The Local Circulation System Fee is updated each July 15<sup>th</sup> based on the ENR Construction Cost Index.</p> <p>The Regional Circulation System Fee is updated annually by Resolution of the Mayor and Council.</p> <p>The total Traffic Circulation System Fee is the sum of the Local and Regional Circulation System Fee for each unit.</p>	

Type of Application	Fee
<b>Sewer Connection Fee:</b>	
- Inspection Fee	\$28.19
- Sewer Connection Fee	
- Residential	\$405.53/bedroom
- Mobile Homes	\$405.53/mobile home
- Motels and Hotels	\$161.84/dwelling unit
- Commercial, Institutional, and Industrial	\$323.69/3,000 SF
<p>The Connection and Inspection Fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. These fees are due at the time the application for connection.</p>	
<p>These fees are not applicable to development within the East Valley Water District service area.</p>	
	
<b>Storm Drain Fee</b>	
- Type of Use	
- Detached Dwelling Units	\$3,793.15
- Attached Dwelling Units	\$1,565.86
- Mobile Home Units	\$3,017.42
- Commercial Lodging and Commercial/Office	\$0.86
- Industrial Users	\$1.089
<b>CSDP Project 3-5 (Pepper/Randall) Storm Drain Fee</b>	
- All projects	\$12,633.33/gross acre
<p>All Drainage Fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. These Fees are due at the time of application for Building Permits.</p>	
<b>Verdemont Fees</b>	
- Chestnut Drainage Fee	\$0.289/SQ FT not to exceed \$3,171.79
- Palm Box Culvert/Signal Fee	\$0.022

Type of Application	Fee
<b>Law Enforcement Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$617.46/unit
- Attached Dwelling Units	\$547.07/unit
- Mobile Home Units*	\$349.71/unit
- Commercial Lodging	\$343.94/unit
- Commercial Office	\$0.75/SQ FT
- Industrial Users	\$0.005/SQ FT
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Fire Suppression Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$765.30/unit
- Attached Dwelling Units	\$944.09/unit
- Mobile Home Units*	\$612.85/unit
- Commercial Lodging	\$382.78/unit
- Commercial Office	\$0.280/SQ FT
- Industrial Users	\$0.002/SQ FT
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
These fees are updated each July 15 <sup>th</sup> based on the ERN Construction Cost Index. These fees are due prior to issuance of a Building Permit.	
<b>Library Facilities Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$616.32/unit
- Attached Dwelling Units	\$488.21/unit
- Mobile Home Units*	\$443.19/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Aquatic Facilities Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$315.08/unit
- Attached Dwelling Units	\$249.28/unit
- Mobile Home Units*	\$226.22/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Public Meeting Facilities Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$1,052.70/unit
- Attached Dwelling Units	\$832.70/unit
- Mobile Home Units*	\$756.80/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	

Type of Application	Fee
<b>Parkland and Open Space Fee:</b>	
- Type of Use	
- Detached Dwelling Units	\$9,196.00/unit
- Attached Dwelling Units	\$7,278.70/unit
- Mobile Home Units*	\$6,611.00/unit
*Fees for mobile homes shall apply to mobile home located in mobile home parks.	
<b>Cultural Development Fee:</b>	
- Type of Use	
- New and Reconstruction Commercial/Industrial Uses	½% of the valuation
<p>These fees are updated each July 15<sup>th</sup> based on the ERN Construction Cost Index. Public Meeting Facilities and Parkland and Open Space Fees will increase by 10% on January 1 of each year through 2009. The fees are due prior to issuance of a Building Permit.</p>	



## Temporary Fee Reductions and Deferrals

Effective: July 21, 2010  
Expires: August 2, 2014

**Building & Safety Division, Community Development Dept.**  
300 North D Street, San Bernardino, CA 92418  
Ph: (909) 384-5071 Fax: (909) 384-5080  
Website: [www.sbcity.org](http://www.sbcity.org)

### Development Impact Fee Reductions – Resolution 2010-266

FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Law Enforcement Facilities	All New Occupancies	50%
Fire Suppression Facilities	All New Occupancies	50%
Library Facilities	New Residential	55%
Aquatic Facilities	New Residential	55%
Parkland Acquisition	New Residential	55%

### Service Fee Reductions – Resolution 2010-268

FEE TYPE	APPLICABILITY	AMOUNT OF REDUCTION
Archive (Bldg, Fire, Plng)	Single-family Subdivisions of 5 or more units,	50%
Building Planning Review	Townhomes,	50%
DP3	Condominiums,	50%
Building Permit	Commercial, and	50%
Engineering Permit (Grading, On-site, Off-site, Landscaping)	Offices.	50%
Fire Plan Review/Inspection	"	50%
Fire Sprinklers	"	50%
Issuance (Bldg)	"	50%
Plan Review (Bldg, Fire,	"	50%
Technology (Bldg, Plng)	"	50%
WQMP	"	50%
Hydrology	"	50%
SWPPP	"	50%

### DEFERRALS OF DEVELOPMENT IMPACT FEES

FEE TYPE	APPLICABILITY	REFERENCE
Law Enforcement Facilities	Single-family Subdivisions of 5 or more units,	Reso. 2008-81
Fire Suppression Facilities	and	Reso. 2010-247
Library Facilities	New Commercial, Office, or	
Aquatic Facilities	Industrial.	
Parkland Acquisition		
Local Circulation		
Regional Circulation		
Public Meetings Facilities		
Storm Drain	Plus all single-family residences	Reso. 2010-247 and SBMC 3.38.040
Sewer Connection	All single-family residences Only	SBMC 13.08.055(D)

JL/S:Bldg and Safety/\_all forms/

(revised August 2, 2012)

# ARROWHEAD GROVE

Phase IV and V  
Bidder's Conference Presentation

10/30/23



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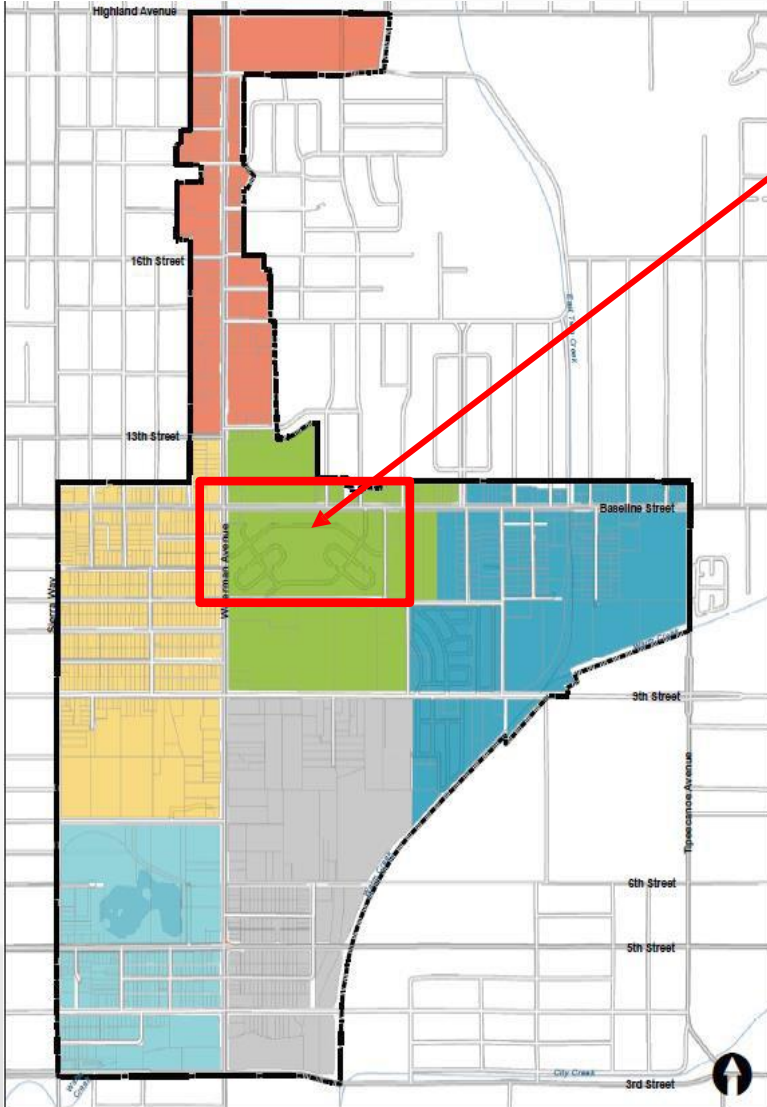
- I. Project Background
- II. Phase IV Overview
- III. Project Proforma
- IV. RFP Schedule
- V. RFP Terms
- VI. Scope of Work
- VII. Project Value Engineering Plans
- VIII. Project Schedule

# BACKGROUND

- The Housing Authority owns and operates 2,105 housing units across the San Bernardino County
- Properties have been acquired or developed through a variety of partnerships. They are comprised of apartments, duplexes, single family homes and other types of units
- HACSB has over 140 employees including staff across four administrative offices and dozens of multi-family rental properties
- HACSB is a unique Housing Authority in that we often act as our own developer, partnering with affiliated non-profit organizations of our own creation, including one CHDO
- HACSB is currently seeking to increase our production of housing by deploying creative financing strategies that build on our existing standard means of financing development projects

# ARROWHEAD GROVE

- This project is a part of the City of San Bernardino's broader Waterman + Baseline Neighborhood Specific Plan



Original Site – 38 acres, 252 units

## PHASE I, II & III SUMMARY

- Phase I: Valencia Vista completed June 2016
- Phase II: Olive Meadow completed November 2017
- Phase III: Crestview Terrace completed September 2021
- Multiple funding sources: HUD ReCap Office, HUD FHA, HUD Lender (Wells Fargo), Tax Credit Investor (PNC), Public Lenders: City of San Bernardino, County of San Bernardino, HACSB
- Multiple and Competing Deadlines: For 9% Tax Credit allocation, for RAD transaction, for FHA rate-lock, for local HOME program expenditures



<b>Total Unit Production -</b>	<b>322 units</b>
<b>Total Development Cost of 3 phases -</b>	<b>\$134.5 million</b>
<b>Total Cost per unit -</b>	<b>\$ 417,000/unit</b>

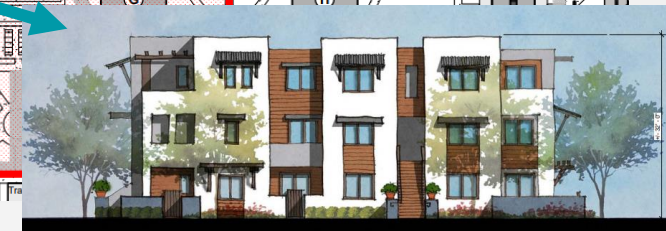
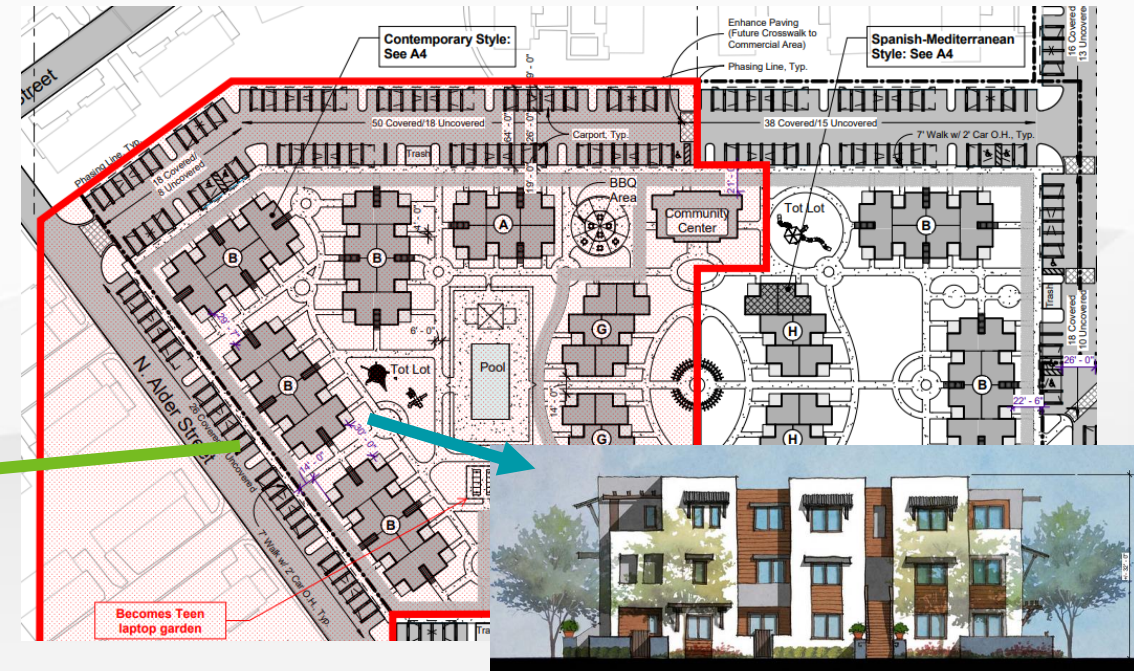


## ARROWHEAD GROVE PHASE IV-V PLAN

- PHASE IV will be the development of a total of 300 units spread over three separate parcels
- PHASE V will encompass the development of two community centers on either side of the project site

# PHASE IV: MULTI FAMILY

We will be immediately moving forward with the development of the already entitled 92 unit multi-family complex at the center of the site.



There will be a transfer of project-based vouchers to these units from several surrounding HACSB owned properties. They will be made available to low-income tenants

# PROJECT PROFORMA

PERMANENT SOURCE	AMOUNT
Perm. Loan	\$10.5M
City HOME Funds	\$3M
CalHFA MIP	\$2.6M
Energy Grants	\$.500M
County HOME Funds	\$3M
Neighborhood Stabilization Program	\$1.9M
Housing Dev Grant	\$2M
LIHTC Equity	\$28.5M
Deferred Fee	\$1.3M
Developer Fee (GP Equity)	\$4.3M
PRO-Housing Grant	\$5M
<b><i>AHSC, IIG or MHP Grant</i></b>	<b><i>\$5M</i></b>
<b>Total</b>	<b>\$62.6 MM</b>

PERMANENT USES	AMOUNT
Construction	\$42M
Architectural Fees	\$2.5M
Construction Interest & Fees	\$5M
Perm Financing	\$0.1M
Title, Recording & Escrow	\$.1M
Legal Fees	\$.150M
Reserves	\$.526M
Other	\$2.81M
Soft Cost Contingency	.8M
Developer Fee	\$7.8M
<b>Total</b>	<b>\$62.6</b>

# PROJECT PROFORMA: SOFT COMMITMENTS PENDING LOI

FUNDING SOURCE	AMOUNT
SBCTA Grant	\$3 M
PRO Housing Grant	\$5 M
Housing Dev Grant	\$2 M
County HOME Funds	\$3 M
Neighborhood Stabilization Program	\$1.9 M
City HOME Funds	\$3 M
Energy Grants	\$600 K
HACSB PreDev Expenses	\$500 K
<b>TOTAL</b>	<b>\$19 MM</b>

- To date HACSB has received “soft commitments” for roughly \$19M. There are compliance requirements for several of these funding sources which we will be working with the chosen developer to ensure get abided by.
- Currently there is a gap of **\$5 M** on the project. We intend to apply for either an AHSC, MIP or possibly IIG grant funds to cover this.
- Included in the RFP is a request for the developer to work with the Housing Authority on initial due diligence and financial projections for the 120-unit development on the adjacent parcel. Wherever possible, we would like to look for opportunities to leverage the offsite work budget for this project against that one.



# PROJECT PROFORMA OVERVIEW

## Financial Assumptions

- **AHSC, MIP and Infill Infrastructure Grant (IIG)** all make sense as a gap funding sources since the gap is under \$5-10MM. With such a big offsite scope, finding the IIG grant is attractive towards covering the \$5.7MM gap.
- **New Construction 4% tax credits and permanent debt.**
- **Tax Credits estimated at \$0.91.**

## Debt

- **Construction Period:** The projected interest rate is 7.5% over 24- months. This includes a taxable tail to cover expenses that exceed 50% needs; taxable tail @ 8%.
- **Permanent Period:** This includes a 7.0% interest rate over a 35- year amortization and 15-year term. The debt coverage ratio is 1.2 x Year 1.

# PROJECT PROFORMA OVERVIEW

## Construction Uses

- **Construction Pricing:** There are currently three Construction hard cost quotes. Soft costs are based on CTAC and CDLAC requirements
- **Construction Contingency:** Estimated at 10% of hard costs
- **Offsite Improvements** \$2M (included basis), \$500K (excluded from basis)
- **Architecture/Engineering:** Estimated at 6% of hard costs

Cummings	Suffolk	Next Phase
\$44.6 Million	\$39.5 Million	\$35 Million

## Income and Operating Expenses

- HACSB will be utilizing **Faircloth To RAD financing** on this project.
- **Reserves** include 3 months of operating expenses, replacement reserves and debt service
- Transition Reserves sized at \$178 Per Unit Per Month

# DEVELOPER RFP PROCESS

## RFP Timeline

<b>RELEASE OF RFP:</b>	October 16, 2023
<b>PRE-PROPOSAL CONFERENCE (ATTENDANCE ENCOURAGED):</b>	October 25, 2023
<b>QUESTION DUE:</b>	October 26, 2023 @ 2PM
<b>ANSWERS TO QUESTIONS:</b>	October 31, 2023
<b>PROPOSALS DUE:</b>	November 16, 2023 @ 2PM
<b>EVALUATION PROCESS:</b>	November 2023
<b>PRESENTATIONS:</b>	December 3 – December 5
<b>AWARD OF CONTRACT:</b>	TBD

# DEVELOPER RFP TERMS

## Purchase Option

- HACSB (directly or through an affiliate)

## Guarantees

- Developer to provide 1) Construction Guarantee, 2) LIHTC Guarantee, 3) Operating Deficit Guarantee

## Equity/ Operating Losses

- Developer

## Proposed Developer Fee Split

- **100% of Cash Developer Fee** paid to developer at construction close and reinvested as note
- **60% to Developer/ 40% to HACSB** paid at conversion
- **100% Deferred Fee** paid to HACSB over roughly 12 years
- **Ground Lease paid to HACSB** based on annual rent and appraised value of improvements
- **Potential Bond Issuance from HACSB** will be reviewed and applied to project following feasibility due diligence

# SCOPE OF WORK

## Developer

- Coordinate the work of consultants not limited to engineers, architecture, and MEP
- Prepare/Monitor budgets for pre-dev costs
- Arrange required environmental testing studies and comply with requirements
- Identify CHDO
- Develop a financing plan
- Apply for permits, zoning variance entitlements, etc.
- Assist HACSB with any submissions to HUD
- Establish administrative and financial controls
- Carry out pre-construction activities
- Monitor construction progress
- Obtain necessary warranties
- Coordinate & manage lease-up
- Oversee professionals on behalf of LIHTC owner
- Ensure filing of 8609 document
- Provide Construction, LIHTC, & Operating Deficit guarantee
- Provide reporting of progress required to HUD

## HACSB

- Responsible for oversight of the project
- Work with developer to review and approve documents, contracts, etc.
- Undertake Faircloth to RAD conversion
- Secure State of California funding for the project in accordance with Cal-HFA approved development budget
- HACSB and LIHTC owner to negotiate and enter into loan documents to provide evidence of funds
- Assist with applying for required site entitlements tax exemptions, zoning and code approvals, & permit applications
- Provide timely input on site plan, budgets, schedule, & other significant items
- HACSB will assist with timely review of all LIHTC and other applications for the project

# SCOPE OF WORK

## Joint Responsibilities

- Lead Community Engagement
- Coordinate requirement to secure mandatory government approvals
- Solicitation, evaluation, and selection of lenders, LIHTC syndicators & LIHTC Investors
- Jointly consent to terms of LIHTC Owner limited partnership agreement
- Provide progress reports to community members
- Jointly approve all budgets
- Identify any public improvements required for receiving funding
- Agree upon scope and budget for any environmental remediation and incorporate cost

# PROJECT VALUE ENGINEERING PLANS

- We are currently working with the project engineers to look for ways to bring down the construction costs on the project.
- One notable solution is modular construction. We are running assumptions for what it would take to incorporate this strategy.
- A more meaningful value engineering process will take place once a developer is selected.



# PROJECT VALUE ENGINEERING PLANS

**Site Plan #1:  
Stick Built**



## Plan A

Garden style walk ups with town homes over flats. Well developed plans, lower soft costs.

### Explanation:

- 92-units in 7 residential buildings, mostly 2 story townhomes over flats

### Pros and Cons:

- Cost estimate came in high
- Continuity with neighborhood with similar building scale and details
- Fewer units with 3<sup>rd</sup> floor entry access



# PROJECT VALUE ENGINEERING PLANS

**Site Plan #2:  
Modular 1**

## Plan B

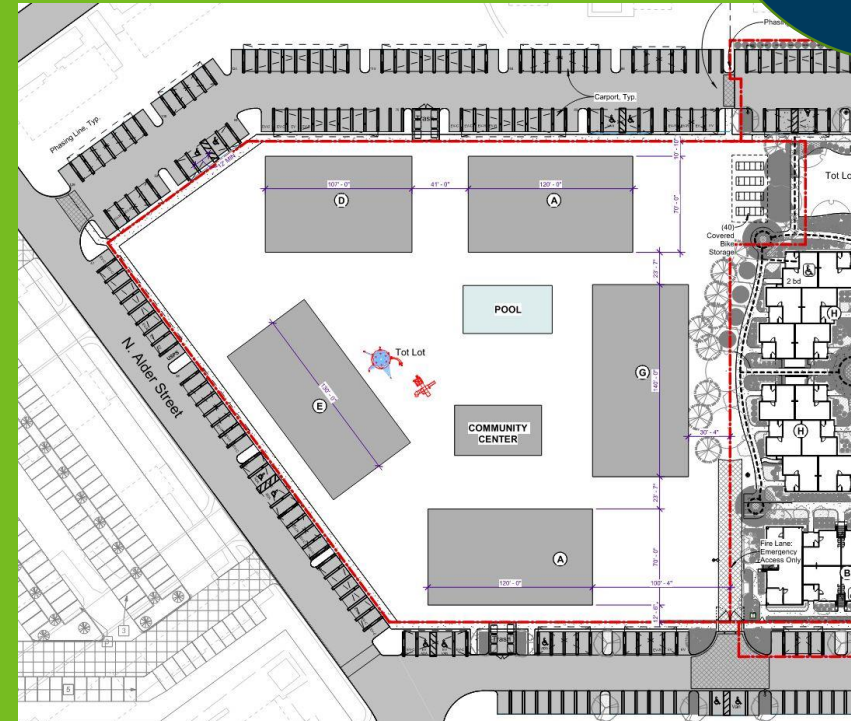
Double loaded corridor design on a modular dimension

### Explanation:

- Corridors and stairs integrated in modular design, mostly factory built
- Wider building footprints encroach on central open space.

### Pros and Cons:

- Factory cost is \$150/sf
- Entitled unit mix makes it difficult to maximize some of the efficiencies of modular, but per discussions with Prefab Logic, the increased base costs would be mostly soft costs, not construction costs.



# PROJECT VALUE ENGINEERING PLANS

## Site Plan #3: Modular 2

### Plan B

Garden style walk-up buildings, unit floor plans similar to entitlements, but longer buildings for modular efficiency.

#### Explanation:

- Unit modules to be factory built, but stairs will be built on site.
- Narrower building footprints allow for larger central open space.

#### Pros and Cons:

- Factory cost \$150/sf, but more site-built elements
- 2 building types simplify design and lower modular soft costs.
- Construction logistics of access and timing of stair construction.



# PROJECT VALUE ENGINEERING PLANS

## Modular vs Stick Built

### MODULAR PROS AND CONS

Lessons from other projects

#### **Pros:**

- Construction duration possibly shortened.
- Consistency in building standards.
- Construction cost-saving potential. Prevailing wage required, potential savings if moved to factory.

#### **Cons:**

- Timing of funding. Schedule for payment will require more money upfront.
- Limiting pool of contractors. Limited modular contractors.
- High site control and site logistics required.
- Early decision making required.
- Potential complications for funding sources as they may be unfamiliar with modular.



Rancho Sierra Senior Apartments

# PROJECT SCHEDULE

## ARROWHEAD GROVE PROJECT

Tasks	Date	2023			2024												2025								
		Oct	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May				
<b>92 Unit Affordable Housing Project</b>																									
<b>FINANCING</b>																									
Secure Funding Sources	Q4 2023 - Q3 2024	[Blue bar spanning Oct 2023 to June 2024]																							
Formulate Legal Entities	Q1 2024					[Blue bar spanning Mar 2024 to May 2024]																			
CDLAC/ TCAC Award, Investors & Lenders	Q3 2024										[Blue bar spanning July 2024 to Sept 2024]														
Due Diligence	Q4 2024													[Blue bar spanning Oct 2024 to Dec 2024]											
<b>CONSTRUCTION</b>																									
Procure Developer	Q4 2023	[Blue bar spanning Oct 2023 to Dec 2023]																							
Finalize Plans and Specs	Q1 2024			[Blue bar spanning Jan 2024 to Mar 2024]																					
Site Development Plan Permit	Q3 - Q4 2024										[Blue bar spanning July 2024 to Dec 2024]														
Construction	Q1 2025 - Q3 2026																[Blue bar spanning Jan 2025 to May 2026]								

120-unit Mixed Use				120-unit Mixed Use			
<b>Financing</b>	13 mons	Tue 9/3/24	Mon 9/1/25	[Timeline bar from Tue 9/3/24 to Mon 9/1/25]			
<b>Design and Construction Documents</b>	11 mons	Mon 6/3/24	Fri 4/4/25	[Timeline bar from Mon 6/3/24 to Fri 4/4/25]			
<b>Permitting</b>	8 mons	Mon 4/7/25	Fri 11/14/25	[Timeline bar from Mon 4/7/25 to Fri 11/14/25]			
<b>Construction</b>	25 mons	Mon 1/5/26	Fri 12/3/27	[Timeline bar from Mon 1/5/26 to Fri 12/3/27]			