

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

276



FROM: Economic Development Agency

SUBMITTAL DATE:
March 4, 2010

SUBJECT: First Amendment to Loan Agreement for Brisas de Paz Apartments

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to HOME Loan Agreement and Deed of Trust for the Use of HOME funds with Coachella Valley Housing Coalition;
2. Authorize the Chairman of the Board to sign the attached First Amendment to HOME Loan Agreement and Deed of Trust;
3. Authorize the Assistant County Executive Officer/EDA or designee to execute a Subordination Agreement with a construction lender to be named at a later date in an amount up to One Million Five Hundred Thousand Dollars (\$1,500,000) subject to approval by County Counsel; and
4. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the Agreements, including signing subsequent essential and relevant documents.

(Continued)

Robert Field

Robert Field, Assistant County Executive Officer/EDA
By Dan Martinez, EDA Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: HOME Investment Partnerships Act Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 16, 2010
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.28 of 6/24/08; 3.39 of 7/29/08;
3.19 of 9/16/08; 3.18 of 3/31/09

District: 5

Agenda Number:

3.18

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE: 3/4/10
Departmental Concurrence

Policy Consent
Policy Consent
Dept's Recomm.: Per Exec. Ofc.:

BACKGROUND:

On March 31, 2009, the Board of Supervisors approved a Loan Agreement for the use of HOME funds with Coachella Valley Housing Coalition, a California nonprofit benefit corporation ("OWNER"), for the development and construction of a 62-unit multi-family apartment complex ("Project"). The Agreement called for a loan of \$1,000,000 with a 1% interest payable in 55 years.

The Project is receiving \$1,700,000 from the City of Desert Hot Springs Redevelopment Agency ("RDA") which funds are being provided to Coachella Valley Housing Coalition which will loan the funds to the Project. On December 2009 the City of Desert Hot Springs ("City") passed a prevailing wage ordinance that requires all developments with financial assistance from the City to pay prevailing wages and as a result of the RDA assistance the Project is now required to pay prevailing wages. Prevailing wages were not anticipated and as a result of having to pay higher wages there is a higher financing gap to the Project. To help cover the funding gap, the owner desires to borrow an additional \$300,000. The original HOME Loan amount for the Brisas de Paz Apts. of \$1,000,000 would then be amended to \$1,300,000. In addition to the \$1,700,000 loan from the OWNER as part of the RDA's contribution, other funding sources include a \$1,433,300 conventional loan, a \$610,000 deferred loan from the Federal Home Loan Affordable Housing Program (AHP) Funds, \$180,307 in deferred developer fee, \$100 in OWNER equity, and a limited partner tax credit equity contribution of \$11,900,502. The current total development cost of the project is estimated at \$17,124,209.

County Counsel has reviewed and approved as to form the attached First Amendment to the HOME Loan Agreement. Staff recommends that the Board approve the attached First Amendment.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

2/2/2010, File No: HM5-08-001
Brisas de Paz, Desert Hot Springs

1 NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE 6103

2 RECORDING REQUESTED BY AND
3 WHEN RECORDED MAIL TO:

4 County of Riverside
5 Economic Development Agency
6 3403 Tenth Street, Suite 500
Riverside, CA 92501
Attn: Juan Garcia

7 SPACE ABOVE THIS LINE FOR RECORDERS USE

8 **FIRST AMENDMENT TO LOAN AGREEMENT FOR THE USE OF**
9 **HOME FUNDS, PROMISSORY NOTE, AND DEED OF TRUST**
10 **WITH ASSIGNMENT OF RENTS**

11 This First Amendment to the Loan Agreement for the Use of HOME Funds,
12 Promissory Note and Deed of Trust with Assignment of Rents (the "First Amendment") is
13 made and entered into as of the 3 day of March, 2010, by and between the
14 COUNTY OF RIVERSIDE ("COUNTY"), and Coachella Valley Housing Coalition
("OWNER"), a California nonprofit corporation.

15 WITNESSETH:

16 WHEREAS, the COUNTY and the OWNER entered into a HOME loan agreement for
17 the use of HOME funds (the "HOME Loan Agreement") dated March 31, 2009; and

18 WHEREAS, pursuant to the HOME Loan Agreement, OWNER proposed to develop
19 sixty-two (62) affordable rental housing units for low income families including one (1)
20 manager's unit (the "Project") on an identified site of approximately 4.77 acres situated on the
21 Southeast corner of Flora Avenue and West Drive in the City of Desert Hot Springs with
22 Assessor's Parcel Number of 663-320-016 as more particularly described in the attached
23 Exhibit A;

24 WHEREAS, under the terms and conditions of the HOME Loan Agreement, the
25 COUNTY has agreed to loan OWNER HOME funds in the original principal amount of
26 \$1,000,000(the "HOME Loan") for construction and permanent financing. The HOME Loan is
27 evidenced by a promissory note (the "HOME Note") and secured by a deed of trust with
28 assignment of rents dated March 31, 2009 (the "Home Deed of Trust"). The HOME Loan

1 Agreement, the HOME Note, the HOME Deed of Trust and any other documents evidencing
2 or securing the HOME Loan shall collectively be referred to herein as the "County HOME
3 Documents";

4 WHEREAS, the City of Desert Hot Springs ("City") in December 2009 passed a
5 prevailing wage ordinance that requires all developments with financial assistance from the
6 City to pay prevailing wages;

7 WHEREAS, the City of Desert Hot Springs Redevelopment Agency ("RDA") is
8 granting \$1,7000, 000 to the Coachella Valley Housing Coalition;

9 WHEREAS, the Coachella Valley Housing Coalition will in turn loan the \$1,700,000 to
10 the Project;

11 WHEREAS, due to the RDA's financial contribution to the Project the OWNER is
12 required to pay prevailing wages;

13 WHEREAS, due to the requirement to pay prevailing wages the Project's construction
14 costs have increased;

15 WHEREAS, the OWNER desires to borrow an additional \$300,000 from the COUNTY
16 and the COUNTY is willing to grant such request;

17 WHEREAS, by providing the additional \$300,000, the Project can move forward and the
18 COUNTY's supply of affordable housing shall increase.

19 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
20 covenants and conditions hereinafter set forth, COUNTY and OWNER do hereby agree as
21 follows:

- 22 1. The principal amount of the HOME Loan shall be increased by Three Hundred Thousand
23 Dollars (\$300,000) and shall be a total of One Million Three Hundred Thousand Dollars
24 (\$1,300,000);
- 25 2. Section 1 of the HOME Loan Agreement is deleted and replaced in its entirety with the
26 following:

27 "PURPOSE. The COUNTY has agreed to lend up to One Million Three Hundred
28 Thousand Dollars (\$1,300,000) of HOME Funds to the OWNER upon the terms and

1 conditions set forth herein (the "HOME Loan"). Subject to Section 51 hereof, Project
2 Financing Contingency, OWNER promises and agrees to undertake and assist with the
3 HOME activities by utilizing such HOME funds, as specifically identified in Exhibit
4 "A", which is attached hereto and by this reference incorporated herein."

5 3. Section 4 of the HOME Loan Agreement is deleted and replaced in its entirety with the
6 following:

7 HOME Loan. The OWNER shall borrow the HOME funds from the COUNTY
8 for financing of the Project under the following terms and conditions:

9 a. Term. The maturity of the HOME Loan shall be the first to occur
10 of (i) July 1, 2067 or (ii) fifty-five (55) years from the issuance of
11 the first Certificate of Occupancy for the Project.

12 b. Principal. The principal of the HOME Loan shall be the amount
13 identified in Section 1 and evidenced by a promissory note, as
14 specifically identified in Exhibit "B-2", which is attached hereto
15 and by this reference incorporated herein, executed by the
16 OWNER in favor of the COUNTY in a form satisfactory to the
17 COUNTY, hereinafter referred to as "Note".

18 c. Interest. The interest rate shall be one percent (1.00%) per annum.

19 d. Repayment. The Note shall provide the following:

20 1) That the HOME Loan will accrue simple interest at a rate of
21 one percent (1.00%) per annum, except in the case of default
22 as hereinafter provided, and shall be repaid on an annual basis
23 from the Project's Residual Receipts as defined herein;

24 2) The Note shall be repaid according to the following:

25 i) Forty-two and fifty hundredths percent (42.50%)
26 of the Project's Residual Receipts shall be used
27 towards the payment of the CVHC loan; and

28 ii) Thirty-two and fifty hundredths percent (32.50%)

1 of the Project's Residual Receipts shall be used
2 towards the payment of the HOME Loan; and

3 iii) The remaining twenty-five percent (25%) of the
4 Project's Residual Receipts will be paid to
5 OWNER.

6 3) Project Residual Receipts are defined as gross receipts, not
7 including interest on required reserve accounts, less the
8 following:

- 9 i) auditing and accounting fees;
- 10 ii) a property management fee not to exceed \$40 per
11 unit per month, increased annually by an amount
12 equal to the increase in the Consumer Price Index
13 (CPI);
- 14 iii) an Investor Annual Review Fee not to exceed
15 \$5,000;
- 16 iv) operating expenses;
- 17 v) reserves;
- 18 vi) deferred developer's fee;
- 19 vii) an administrative General Partner monitoring fee,
20 which shall be in the initial amount of \$25,000 and
21 increased annually by an amount equivalent to the
22 rise in the Consumer Price Index; and
- 23 viii) a Limited Partnership asset management fee not to
24 exceed \$17,500 per year; and
- 25 ix) payments of principal and interest on amortized
26 loans and indebtedness senior to the HOME Loan,
27 which have been approved by the COUNTY
28 (collectively, the "Senior Debt").

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Residual Receipts shall be determined based on a review of certified financial statements for the Project. Annual audited financial statements shall be submitted within sixty (60) days following the close of the project fiscal year. All outstanding principal along with accrued interest shall be due upon the first to occur of (i) July 1, 2068 or (ii) fifty-five (55) years from the issuance of the first Certificate of Occupancy for the Project. The first the first July 1st in the first full calendar year following the date of the issuance of the first Certificate of Occupancy for the Project, to the extent of available Residual Receipts, as set forth above. Subsequent payments shall be made on each July 1st thereafter to the extent of available Residual Receipts until the Loan maturity date as set forth above; and

e. Security. The HOME Loan shall be secured by a deed of trust recorded against the Project (the "HOME Deed of Trust"). The HOME Deed of Trust to be recorded is shown in Exhibit "B" which is attached hereto and by this reference incorporated herein. The COUNTY hereby agrees that the HOME Deed of Trust and the terms of this Agreement shall be subordinated to: 1) a construction deed of trust; and 2) a permanent financing deed of trust (collectively, the "Senior Loans"). In addition, the COUNTY agrees to execute any and all documents necessary to effectuate subordination concerning this loan, and construction loans, and any future refinancing upon OWNER'S request and COUNTY consent shall not be unreasonably withheld or delayed.

f. Prepayment. Prepayment of principal and/or interest may occur at any time without penalty. The requirements of Section 17, Compliance with Laws and Regulations, however, shall remain in

1 full force and effect for a term specified in Section 6 hereof.

- 2 4. Section 18 of the HOME Loan Agreement is deleted and replaced in its entirety with the
3 following:

4 INCOME TARGETING REQUIREMENTS. OWNER will set aside thirty (30) units of
5 the Project to be designated as floating Low HOME-assisted units, as defined under 24
6 CFR 92.252(j). Twenty Three units (4 – 1 Bedroom, 10 – 2 Bedroom, and 9 – 3
7 Bedroom) shall be limited to households whose incomes do not exceed fifty percent
8 (50%) of the median family income for the County of Riverside, adjusted by family size
9 at the time of occupancy. Seven units (2 – 1 Bedroom, 2 – 2 Bedroom, and 3 – 3
10 Bedroom) shall be limited to households whose incomes do not exceed thirty percent
11 (30%) of the median family income for the County of Riverside, adjusted by family size
12 at the time of occupancy.

- 13 5. Section 50 of the HOME Loan Agreement is deleted and replaced in its entirety with the
14 following:

15 CONDITIONAL HOME COMMITMENT. As defined under 24 CFR 92.2, the
16 COUNTY can reasonably expect for the OWNER to start construction within twelve
17 months of the date that the OWNER secures a tax credit allocation from the California
18 Tax Credit Allocation Committee.

- 19 6. Section 51 of the HOME Loan Agreement is deleted and replaced in its entirety with the
20 following:

21 PROJECT FINANCING CONTINGENCY. This Agreement is expressly conditioned
22 upon OWNER's receipt, on or prior to December 30, 2010 of (i) such binding loan
23 commitments for new loans as may be required by OWNER, on terms and conditions
24 acceptable to OWNER, in its sole discretion, including, without limitation, (a) RDA
25 financing, (b) AHP financing, and (c) any conventional construction and/or permanent
26 financing, including without limitation, a construction and permanent loan from an
27 institutional construction lender (the "Senior Lien Holder"), and (d) a binding reservation
28 of federal low income housing tax credits pursuant to Section 42 of the Internal Revenue

1 Code of 1986, as amended (collectively, the "Project Financing"). Either the COUNTY or
2 the OWNER may elect to terminate this Agreement with 10 days written notice to the
3 other party if the OWNER fails to acquire the project financing as required by this Section
4 51. Upon such termination, this Agreement shall be null and void, and:

- 5 a. If OWNER elects to terminate this Agreement, OWNER shall be released and
6 discharged by COUNTY from its obligations under this Agreement; or
- 7 b. If COUNTY elects to terminate this Agreement, COUNTY shall be released and
8 discharged by OWNER from its obligations under this Agreement.

9 At that time all cost incurred by each party on the Project will be the costs of
10 such party.

- 11 7. Exhibit "A" of the COUNTY HOME Loan Agreement is hereby replaced with the
12 revised Exhibit "A" of this First Amendment, which is attached hereto and by this
13 reference incorporated herein.
- 14 8. The COUNTY shall reconvey the deed of trust with assignment of rents dated March 31,
15 2009, and replace it with the attached deed of trust, Exhibit "B" and "B-1".
- 16 9. Exhibit "B-2" of the COUNTY HOME Loan Agreement is hereby replaced with the
17 revised Exhibit "B-2" of this First Amendment, which is attached hereto and by this
18 reference incorporated herein.
- 19 10. Owner must hire a qualified, experienced professional firm to review and monitor Davis
20 Bacon prevailing wage compliance for all submissions of contractors certified payrolls to
21 the COUNTY. The firm should be approved by the COUNTY prior to the start of
22 construction. The wage decision that is to be used for the project is attached hereto and
23 incorporated herein as Exhibit "G".
- 24 11. This First Amendment and HOME Loan Agreement set forth and contain the entire
25 understanding and agreement of the parties hereto. There are no oral or written
26 representations, understandings, or ancillary covenants, undertakings or agreements,
27 which are not contained or expressly referred to within this First Amendment and HOME
28 Loan Agreement.

1 12. Each of the attachments and exhibits attached hereto are incorporated herein by this
2 reference.

3 13. Except as modified and amended by this First Amendment all other terms and conditions
4 of the HOME Loan Agreement remain unmodified and in full force and effect.

5 14. This First Amendment may be signed by the different parties hereto in counterparts, each
6 of which shall be an original but all of which together shall constitute one and the same
7 agreement.

8 15. The effective date of this First Amendment is the date the parties execute the First
9 Amendment. If the parties execute the First Amendment on more than one date, then the
10 last date the First Amendment is executed by a party shall be the effective date.


11 (SIGNATURES ON NEXT PAGE)

12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

1 IN WITNESS WHEREOF, the COUNTY and OWNER have executed this First Amendment
2 as of the date first above written.


3
4 COUNTY OF RIVERSIDE

OWNER
Coachella Valley Housing Coalition, a California
nonprofit corporation

5
6
7
8
9 By:  By: _____
MARION ASHLEY John Mealey, Executive Director
10 Chairman, Board of Supervisors

11
12 WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
13 to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

14 APPROVED AS TO FORM:
15 PAMELA J. WALLS
COUNTY Counsel

16
17 By: 
Deputy Michelle Clark 3/4/10

18
19
20 ATTEST:
21 KECIA HARPER-IHEM
Clerk of the Board

22
23 By: 
24 Deputy

25
26 (All signatures on this page need to be notarized)

1 IN WITNESS WHEREOF, the COUNTY and OWNER have executed this First Amendment
2 as of the date first above written.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTY OF RIVERSIDE

OWNER
Coachella Valley Housing Coalition, a California
nonprofit corporation

By: _____
MARION ASHLEY
Chairman, Board of Supervisors

By:  , CFO
for John Mealey, Executive Director

APPROVED AS TO FORM:

PAMELA J. WALLS
COUNTY Counsel

By: _____
Deputy

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(All signatures on this page need to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside }

On March 4, 2010, before me, Mary Ann Ybarra, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pedro S.G. Rodriguez
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature Mary Ann Ybarra
Signature of Notary Public

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On March 16, 2010, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____

Signature of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____

Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"

OWNER: Coachella Valley Housing Coalition

Address: Plaza I, 45-701 Monroe Street, Suite G
Indio, CA 92201

Project Title: Brisas de Paz

Location: The project site is approximately 4.77 acres and situated on the southwest corner of Flora Avenue and West Drive in the City of Desert Hot Springs.
The Assessors Parcel Number is 663-320-016.

Description:

OWNER will utilize \$1,300,000 in HOME funds for the development and construction of a 62-unit multifamily housing complex in the City of Desert Hot Springs in Eastern Riverside County. The project consists of 11 one-bedroom units, 26 two-bedroom units, and 24 three-bedroom units. One additional three-bedroom unit will be set-aside for an onsite manager's unit. The units will be located in 9 one- and two-story, wood frame, stucco buildings. The one-bedroom units are approximately 650 square feet, the two-bedroom units are approximately 930 square feet, and the three-bedroom units are approximately 1,130 square feet. All units will be equipped with a refrigerator, dishwasher, combination range/oven, garbage disposal, and central heating/cooling. The residents of Brisas de Paz will have access to a sports court, tot lots, swimming pool, open space play areas, and BBQ picnic area.

The Project will include a community building of approximately 2,000 square feet with a kitchen, restrooms, laundry facilities, a computer lab room, and a manager's office.

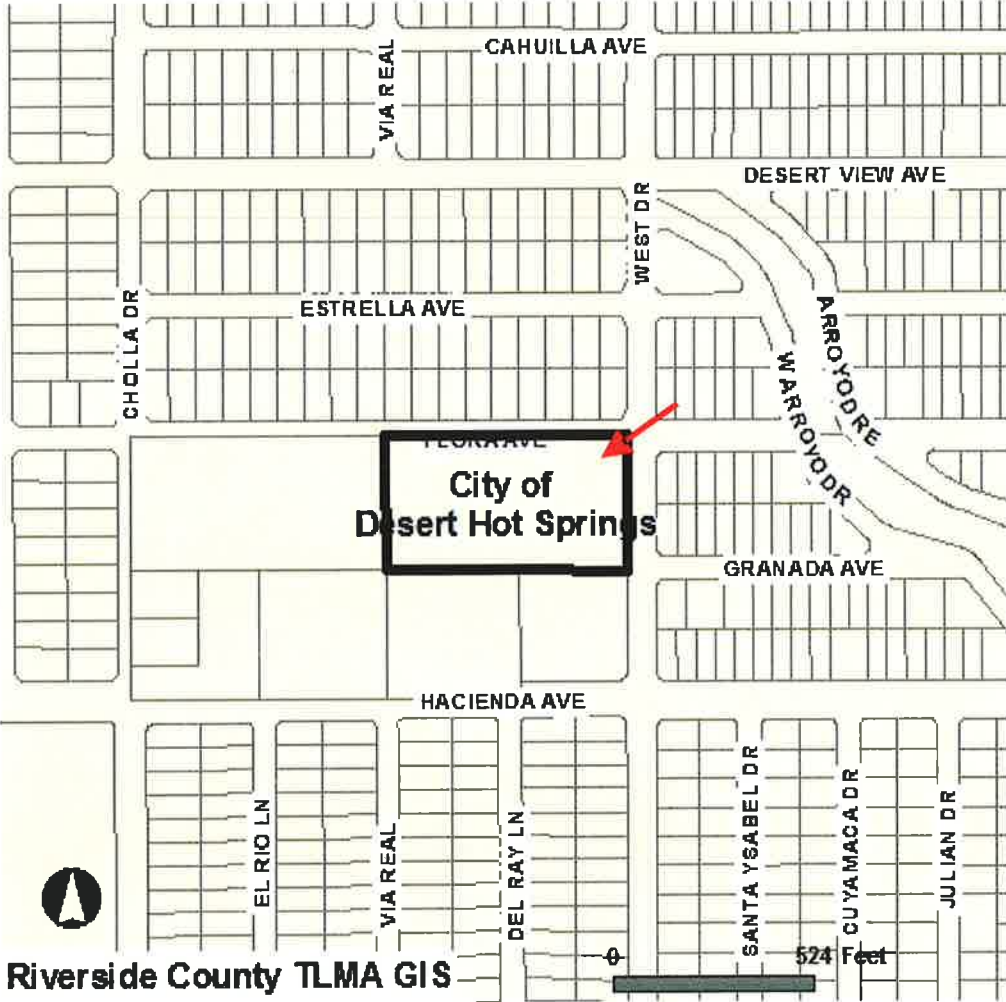
A total of thirty units shall be designated as floating Low HOME assisted units. Twenty Three units (4 – 1 Bedroom, 10 – 2 Bedroom, and 9 – 3 Bedroom) shall be limited to households whose incomes do not exceed fifty percent (50%) of the median family income for the County of Riverside, adjusted by family size at the time of occupancy. Seven units (2 – 1 Bedroom, 2 – 2 Bedroom, and 3 – 3 Bedroom) shall be limited to households whose incomes do not exceed thirty percent (30%) of the median family income for the County of Riverside, adjusted by family size at the time of occupancy. The HOME units shall be restricted for a period of at least 55 years from the issuance of Certificate of Occupancy.

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 OF PARCEL MAP 13353, AS SHOWN BY MAP ON FILE IN BOOK 73 PAGE 33
OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 663-320-016

APN's : 663-320-016



Project Permanent Sources and Uses of Fund:

Sources:

Coachella Valley Housing Coalition Loan 55 Yrs @ 1%	
with grant funds from the City of Desert Hot Springs	
Redevelopment Agency	\$ 1,700,000
AHP – Affordable Housing Program 55 Yrs @ 0%	\$ 610,000
Conventional Loan	\$ 1,433,300
Deferred Developer Fee	\$ 180,307
Limited Partner Tax Credit Equity	\$ 11,900,502
Developer Equity	\$ 100
County of Riverside HOME Loan 55 Yrs @ 1%	<u>\$ 1,300,000</u>
Total Sources	\$ 17,124,209

Uses:

New construction (includes site work, common area bldgs and structures)	\$ 9,875,000
Contractor’s Overhead & Profit & Gen’l Req.	\$ 493,750
General Liability Insurance	\$ 200,000
Permanent Financing costs	\$ 25,750
Construction Contingency (Hard and Soft)	\$ 528,438
Architectural & Engineering Cost	\$ 574,000
Construction Interest & Fees	\$ 931,242
Reserves	\$ 99,858
Land Development Impact and Permit Processing Fees	\$ 1,142,553
Other Fees, Marketing & Furnishings	\$ 552,740
TCAC Fees	\$ 95,423
Legal Fees	\$ 20,000
Developer’s Overhead & Profit	\$ 1,480,000
Land & Acquisition Cost	<u>\$ 1,105,455</u>
Total Uses	\$ 17,124,209

The OWNER will obtain a reservation of Federal/State tax credit award from the California Tax Credit Allocation Committee.

HOME Match:

Matching funds in a minimum amount of twenty-five percent (25%) of the total HOME allocation (\$1,300,000) are required. The HOME match in the amount of \$325,000 will be satisfied from the below-market interest loan from the Affordable Housing Program (AHP).

OWNER shall submit to the COUNTY copies of the final funding commitment, copies of all executed agreements, final Certified Public Accountant's construction cost certification, and proof that the funds were disbursed for this project.

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. TCAC Award	September 30, 2010
2. Permanent Financing Commitment	January 30, 2011
3. Building Permit	January 30, 2011
4. Begin Construction	February 1, 2011
5. Marketing & Affirmative Action	January 1, 2012
6. Lease Agreement, Proposed Rents, and Utilities	January 1, 2012
7. Certificate of Occupancy	March 28, 2012
8. Occupancy of HOME units	June 1, 2012
9. Submission of Final actual project costs and Sources and Uses of Funds	August 1, 2012
10. Submission of income & ethnic characteristics report	June 1, 2012

DOCUMENT SUBMISSION SCHEDULE

Documents	Due Date
1. Construction Activities Reporting	Monthly, due by the 5 th of each month
2. Liability and Certificate of Workers' Compensation Insurance for RHDC and General Contractor (GC)	OWNER – At the execution of this Agreement. GC – Before start of construction. Copies of Certificates must be filed and up-to-date throughout the course of the Project with the COUNTY additionally insured.
3. Minority & Women Business Enterprise Report – HUD form 2516, and Section 3 Reporting	Semi-Annually– Sept 30th & March 31st
4. Section 504 Architect Certification	Beginning of Construction – initial letter End of Construction – final letter
5. HOME Match Contribution	Beginning of Construction
6. Project Site Photos	Bimonthly, due by the 5 th of each month
7. Notice of Completion	End of Construction
8. Certificate of Occupancy	End of Construction
9. Tenant Checklist Reporting	Close of Project; and Semi-Annually– Sept 30th & March 31st
10. Conditional/Unconditional Release for Final from GC, and if applicable, Sub-contractors	Close of Project
11. Project Completion Report	Close of Project
12. Final Development Cost - Sources and Uses	Close of Project
13. Final Cost Certification by CPA	Close of Project and Audits Completed
14. Final 15/30 Year Cash Flow Projection	Close of Project
15. Affirmative Fair Housing Marketing Plan, HUD form 935.2A	Marketing Stage
16. Management Plan	Marketing Stage
17. Tenant Selection Policy	Marketing Stage
18. Copy of Lease Agreement	Marketing Stage
19. Flyers, Community Contacts, Outreach, Press Releases, Grand Opening info	Marketing Stage
20. Project Operating Budget	Annual submission
21. Audited Yearly Income Expense Report for the Project	Annual submission

EXHIBIT "B"

EXEMPT RECORDING FEE CODE 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Riverside County
Economic Development Agency
3403 Tenth St., Suite 500
Riverside, CA 92501
ATTN: Juan Garcia

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST is made on this 3 day of March, 2010. The grantor is Coachella Valley Housing Coalition, a California nonprofit Corporation ("Borrower" or "OWNER"), and whose address is 45-701 Monroe Street, Suite G, Indio, CA 92201. The trustee is RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY ("Trustee"). The lender is the COUNTY OF RIVERSIDE ("COUNTY" or "Lender"), a public agency, organized and existing under the laws of the State of California, and whose address is 3403 Tenth St. Suite 500, Riverside, CA 92501. Pursuant to the terms of the HOME Loan Agreement, dated March 31, 2009, as amended by the First Amendment dated as of March 3, 2010, Borrower owes Lender the principal sum of One Million Three Hundred Thousand and No/100 Dollars (U.S. \$1,300,000.00) (the "HOME Loan"). This debt is evidenced by Borrower's Note dated March 4, 2010 ("Note"). Capitalized terms not defined herein shall have the meaning ascribed to them in the HOME Loan Agreement.

The Note shall provide the following: (1) That the HOME Loan will accrue simple interest at a rate of one percent (1.00%) per annum, except in the case of default as hereinafter provided, and shall be repaid on an annual basis from the Project's Residual Receipts as defined herein; (2) The Note shall be repaid as defined herein: i) Forty-two and fifty hundredths percent (42.50%) of the Project's Residual Receipts shall be used towards the payment of the loan from the Coachella Valley Housing Coalition ("CVHC Loan"); ii) thirty-two and fifty hundredths percent (32.50%) of the Project's Residual Receipts towards the payment of the HOME Loan; and iv) The remaining twenty-five percent (25%) of the Project's Residual Receipts will be paid to OWNER. (3) The HOME Loan shall be subordinated to a construction loan and permanent first mortgage. Available residual receipts shall be determined based on a review of certified financial statements for the project. Annual audited financial statements shall be submitted within sixty (60) days following the close of the project fiscal year. In addition, the annual audited financial statements shall be submitted within one hundred twenty (120) days following the close of the project fiscal year. All outstanding principal along with accrued interest shall be due upon the first to occur of (i) July 1, 2067 or (ii) fifty-five (55) years from the issuance of the first Certificate of Occupancy for the Project. The first payment shall be due on ~~July 1, 2012~~, the first July 1st in the first full calendar year following the date of the issuance of the first Certificate of Occupancy for the Project, to the extent of available Residual Receipts, as set forth above. Subsequent payments shall be made on each July 1st thereafter to the extent of available Residual Receipts until the Loan maturity date as set forth above; and (4) Project Residual Receipts are defined as gross receipts, not including interest on required reserve accounts, less the following: i) auditing and accounting fees; ii) property management fee not to exceed \$40 per unit per

month, increased annually by an amount equal to the increase in the Consumer Price Index (CPI); iii) an Investor Annual Review Fee not to exceed \$5,000; iv) operating expenses; v) reserves; vi) deferred developer's fee; vii) an administrative general partner monitoring fee, which shall be in the initial amount of \$25,000 and increased annually by an amount equivalent to the rise in the Consume Price Index; viii) a Limited Partnership asset management fee not to exceed \$2,500 per year; and ix) payments of principal and interest on amortized loans and indebtedness senior to the HOME Loan, which have been approved by the COUNTY (collectively, the "Senior Debt").

The Borrower and its partners, officers, directors, employees, and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the HOME Loan or the performance of the Borrower's obligations under the HOME documents. The sole recourse of the COUNTY with respect to payment of the principal of, or interest on, the HOME Loan, shall be to the Project. No money judgment (or execution on a money judgment) entered in any action (whether legal or equitable) on the HOME documents shall be enforced personally against the Borrower or its partners, officers, directors, employees, and agents, but shall be enforced only against the Project and such other property as may from time to time be hypothecated in connection with the Borrower's obligations under the HOME documents. This non-recourse provision does not limit or impair the enforcement against all such security for the HOME Loan of all the rights and remedies of the COUNTY, nor does it impair the right of the COUNTY to assert the unpaid principal amount of the HOME Loan as a demand for money within the meaning of California Code of Civil Procedure Section 431.70 or any successor provision. In addition, this non-recourse provision does not relieve the Borrower of personal liability for damage to or loss suffered by the County as a result of any of the following (i) fraud or willful misrepresentation; (ii) any misappropriation of rental proceeds resulting in the failure to pay taxes, assessments, or other charges that could create statutory liens on the Project and that are payable or applicable prior to any foreclosure under the HOME Deed of Trust; (iii) the fair market value of any personal property of fixtures removed or disposed of by the Borrower other than in accordance with the HOME Deed of Trust; (iv) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss, or destruction to any portion of the Project (to the extent of the misapplied proceeds or awards); and (v) any rental income or other income arising with respect to the Project received by the Borrower after the COUNTY has properly exercised its rights under the HOME Deed of Trust to receive such income upon an Event of Default (as defined under the HOME Deed of Trust).

The HOME Loan evidenced by the Note and secured by this Deed of Trust is being made pursuant to the HOME Investment Partnerships Program and the regulations issued thereunder (Title II, the Cranston-Gonzales National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), (24 C.F.R. Part 92) (the "HOME Program").

Pursuant to the HOME Loan Agreement, the term of the HOME Loan shall be fifty-five (55) years from the issuance of the first Certificate of Occupancy for the Project or July 1, 2067 whichever is sooner.

This Deed of Trust secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest as provided in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest as provided in the Note, advanced under Section 8 to protect the security of this Deed of Trust; and (c) the performance of Borrower's covenants and

agreements under this Deed of Trust and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, subject to the rights of the Senior Lien Holder under the First Deed of Trust, all of Borrower's right, title and interest in and to the property located in Riverside County, California. The legal description of the property is further described in Exhibit "B-1" attached hereto;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the fee interest of the Property and, except for the for the Deed of Trust in favor of the Senior Lien Holder "First Deed of Trust", and other encumbrances of record acceptable to the Senior Lien Holder, the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

THIS DEED OF TRUST combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. Taxes and Insurance. Borrower shall pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

a. Should Borrower fail to make any payment or to do any act herein provided, then Lender or Trustee, but without obligation so to do and upon written notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Sections 1 and 2 shall be applied: first, to amounts payable under Section 2; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

4. Prior Deeds of Trust; Charge; Liens. The Borrower shall perform all of the Borrower's obligations under the First Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any, subject to applicable cure periods. Borrower shall pay these obligations in the manner provided in Section 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

a. Except for the liens permitted by the Lender, Borrower shall promptly discharge any other lien which shall have attained priority over this Deed of Trust unless Borrower: (1) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (2) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (3) bond around the lien (4) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Deed of Trust. Except for the lien of the First Deed of Trust, if Lender determines that any part of the Property is subject to a lien which may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within 30 day of the giving of notice.

5. Subordination. This Deed of Trust shall be recorded in second position behind: a construction loan and permanent first mortgage after permanent closing. COUNTY hereby agrees to execute any and all documents necessary to effectuate such subordination. Borrower shall request Lender approval of any additional subordination and Lender consent shall not be unreasonably withheld.

6. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods as required in the HOME Loan Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Section 8.

a. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Borrower complies with the insurance requirements under the First Deed of Trust. All original policies of insurance required pursuant to the First Deed of Trust shall be held by the Senior Lien Holder; provided, however, Lender may be named as a loss payee as its interest may appear and may be named as an additional insured. Borrower shall promptly give to Lender certificates of insurance showing the coverage is in full force and effect and that COUNTY is named as additional insured. In the event of loss, Borrower shall give prompt notice to the insurance carrier, the Senior Lien Holder and Lender. Lender may make proof of loss if not made promptly by the Senior Lien Holder or the Borrower.

b. Unless Lender and Borrower otherwise agree in writing and subject to the rights of senior lenders, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Borrower determines that such restoration or repair is economically feasible and there is no default continuing beyond the expiration of all applicable cure periods. If Borrower determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

c. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of Note. If under Section 23 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

d. Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the Senior Deeds of Trust.

7. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Deed of Trust or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's use of Property for affordable housing. If this Deed of Trust is on a leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

a. The Borrower acknowledges that this Property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the Property is located), limiting the Property's use to "low-income housing" within the meaning of the HOME Program. The use and occupancy restrictions may limit the Borrower's ability to rent the Property. The violation of any use and occupancy restrictions may, if not prohibited by federal law, entitle the Lender to the remedies provided in Section 23 hereof.

8. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate,

for condemnation or forfeiture or to enforce laws or regulations), then, subject to any applicable grace periods or cure periods, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Deed of Trust (including sums secured by the First Deed of Trust), appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this Section 8, Lender does not have to do so.

a. Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

b. Prior to taking any actions under this Section 8, however, Lender shall notify the Senior Lien Holder of such default in the manner provided in Section 23 of this Deed of Trust, and shall provide the Senior Lien Holder with the opportunity to cure any such default under this Deed of Trust. All amounts advanced by the Senior Lien Holder to cure a default hereunder shall be deemed advanced by the Senior Lien Holder and shall be secured by the Deed of Trust held by such Senior Lien Holder. In addition, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least 60 days' prior written notice. Any action by Lender hereunder to foreclose or accept a deed in lieu of foreclosure shall be subject to the "due on sale" provisions of the First Deed of Trust.

9. Not used

10. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of the Senior Deeds of Trust.

a. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due. Notwithstanding the

foregoing, so long as the value of Lender's lien is not impaired, any condemnation proceeds may be used by Borrower for repair and/or restoration of the project.

b. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

c. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections 1 and 2 or change the amount of such payments.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Except in connection with any successor in interest approved by Lender, extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 18. Borrower's covenants and agreements shall be joint and several.

14. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be promptly refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. Notices. Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's mailing address stated herein or any other address Borrower designates by notice to Lender. All such notices to Borrower shall also be provided to the investment limited partner. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice required to be given to the Senior Lien Holder shall be given by first class mail to such other address the Senior Lien Holder designates by notice to the Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given as provided in this Section.

16. Governing Law; Severability. This Deed of Trust shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Deed of Trust.

18. Transfer of the Property or a Beneficial Interest in Borrower. Except for a conveyance to the trustee under the First Deed of Trust or the Second Deed of Trust or the Third Deed of Trust or a transfer or encumbrance of limited partner interests as is customarily made in connection with the syndication and sale of tax credits, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low-income housing" within the meaning of the HOME Program) Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. Nothing in this Deed of Trust shall be deemed to require Lender's approval of a transfer of a limited partnership interest in the Borrower or of a conveyance of an easement interest in the Property for utility purposes.

a. If Lender exercises this Option, Lender shall give Borrower and the Senior Lien Holder prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

b. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least 60 days' prior written notice. The Borrower's limited partners shall have the same right to cure as Senior Lien Holder.

c. The Borrower and the Lender agree that whenever the Note or this Deed of Trust gives the Lender the right to approve or consent with respect to any matter affecting the Property (or the construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the Senior Lien Holder pursuant to the Senior Deeds of Trust, the Senior Lien Holder's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Borrower and the Lender.

d. Notwithstanding anything to the contrary contained herein, the transfer of the limited partner interest to the investment limited partner or the assignment of that interest to a limited liability company or limited partnership in which the investment limited partner or an affiliate is the managing member or general partner, respectively, shall not constitute a prohibited transfer under this Deed of Trust.

19. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Deed of Trust and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Section 15 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

21. No Assignment. Until the loan secured by the First Deed of Trust has been satisfied in full, the Lender and the Borrower agree that the Note and the Deed of Trust will not be assigned without the Senior Lien Holder's prior written consent.

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses, construction, and to maintenance of the Property.

a. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified in writing by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, the

Borrower shall notify the Senior Lien Holder that such remedial action is necessary and shall obtain the Senior Lien Holder's prior written consent for such remedial action.

b. As used in this Section 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

23. Acceleration; Remedies. Lender shall give notice to Borrower, the investor limited partner, and the Senior Lien Holder prior to acceleration following Borrower's breach of any covenant or agreement in this Deed of Trust. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 60 days from the date the notice is given to Borrower and the investor limited partner (and with respect to the Senior Lien Holder, 60 days from the date the notice is given to the Senior Lien Holder), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured by the Borrower on or before the date specified in the notice, and the Senior Lien Holder or the investor limited partner have not exercised their right to cure the default, but subject to any non-recourse provisions then in effect, then Lender at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder and the investor limited partner at least 60 days' prior written notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

a. If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower, the investor limited partner, the Senior Lien Holder and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

b. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

24. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay any recordation costs.

25. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

26. Modification of First Deed of Trust Loan Documents. The Lender consents to any agreement or arrangement in which the Senior Lien Holder waives, postpones, extends, reduces, or modifies any provisions of the Senior Deeds of Trust Loan Documents, including any provisions requiring the payment of money.

27. Prohibition against tenancy under foreclosure. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Lender acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

28. General Partner Change. The withdrawal, removal, and/or replacement of a general partner of the Borrower pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Lender and is selected with reasonable promptness. Any proposed General Partner replacement shall have the qualifications and financial responsibility as reasonably determined by the County necessary and adequate to fulfill the obligations undertaken in the HOME Loan Agreement, as amended.

(SIGNATURES ON NEXT PAGE)

BY SIGNING BELOW, the Borrower and the Lender accept and agree to the terms and covenants contained in this Deed of Trust.

Date: _____

BORROWER:

**COACHELLA VALLEY HOUSING COALITION,
a California nonprofit Corporation**

By:  CFO
John Mealey, Executive Director

(SIGNATURES CONTINUE ON NEXT PAGE)

BORROWER'S SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside }

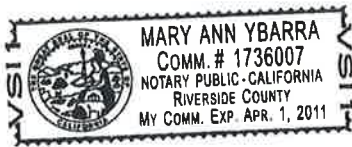
On March 4, 2010, before me, Mary Ann Ybarra, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pedro S.G. Rodriguez
Name(s) of Signer(s)

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.




Place Notary Seal Above

Signature Mary Ann Ybarra
Signature of Notary Public

LENDER:

COUNTY OF RIVERSIDE

By: 
MARION ASHLEY
Chairman, Board of Supervisors

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: 
Deputy Michelle Clark 3/4/10

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

LENDER'S SIGNATURES MUST BE NOTARIZED

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

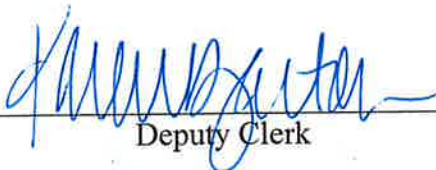
On March 16, 2010, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

EXHIBIT "B-1"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 OF PARCEL MAP 13353, AS SHOWN BY MAP ON FILE IN BOOK 73 PAGE 33
OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 663-320-016

EXHIBIT “B-2”

AMENDED AND RESTATED PROMISSORY NOTE \$1,300,000 Riverside, CA

In installments as hereafter stated, for value received, Coachella Valley Housing Coalition, a California nonprofit corporation (“Borrower” or “OWNER”) promises to pay the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), or order, at 3403 Tenth Street, Suite 500, CA 92501, the sum of One Million Three Hundred Thousand and No/100 Dollars (U.S. \$1,300,000.00) with simple interest on the unpaid principal amount, at the rate of one percent (1.00%) per annum (the “HOME Loan”), interest and principal payable as follows:

This Promissory Note shall provide the following: (1) That the HOME Loan will accrue simple interest at a rate of one percent (1.00%) per annum, except in the case of default as hereinafter provided, and shall be repaid on an annual basis from the Project’s Residual Receipts as defined herein; (2) The Note shall be repaid as defined herein: i) Forty-two and fifty hundredths percent (42.50%) of the Project’s Residual Receipts shall be used towards the payment of the loan from the Coachella Valley Housing Coalition (“CVHC Loan”); ii) thirty-two and fifty hundredths percent (32.50%) of the Project’s Residual Receipts towards the payment of the HOME Loan; and iv) The remaining twenty-five percent (25%) of the Project’s Residual Receipts will be paid to OWNER. (3) The HOME Loan shall be subordinated to a construction loan and permanent first mortgage. Available residual receipts shall be determined based on a review of certified financial statements for the project. Annual audited financial statements shall be submitted within sixty (60) days following the close of the project fiscal year. In addition, the annual audited financial statements shall be submitted within one hundred twenty (120) days following the close of the project fiscal year. All outstanding principal along with accrued interest shall be due upon the first to occur of (i) July 1, 2067 or (ii) fifty-five (55) years from the issuance of the first Certificate of Occupancy for the Project. The first payment shall be due on ~~July 1, 2012,~~ the first July 1st in the first full calendar year following the date of the issuance of the first Certificate of Occupancy for the Project, to the extent of available Residual Receipts, as set forth above. Subsequent payments shall be made on each July 1st thereafter to the extent of available Residual Receipts until the Loan maturity date as set forth above; and (4) Project Residual Receipts are defined as gross receipts, not including interest on required reserve accounts, less the following: i) auditing and accounting fees; ii) property management fee not to exceed \$40 per unit per month, increased annually by an amount equal to the increase in the Consumer Price Index (CPI); iii) an Investor Annual Review Fee not to exceed \$5,000; iv) operating expenses; v) reserves; vi) deferred developer’s fee; vii) an administrative general partner monitoring fee, which shall be in the initial amount of \$25,000 and increased annually by an amount equivalent to the rise in the Consumer Price Index; viii) a Limited Partnership asset management fee not to exceed \$2,500 per year; and ix) payments of principal and interest on amortized loans and indebtedness senior to the HOME Loan, which have been approved by the COUNTY (collectively, the “Senior Debt”).

This note may be prepaid in whole or in part by the undersigned at any time without prepayment penalty or premium.

Pursuant to the HOME Loan Agreement, the term of the HOME Loan shall be fifty-five (55) years from the issuance of the first Certificate of Occupancy for the Project.

In any action commenced to enforce the obligation of the Borrower to pay principal and interest under the Note, the obligations hereunder shall be non-recourse to the Borrower and the judgment shall not be enforceable personally against the Borrower, Borrower's partners, or the Borrower's assets, and the recourse of the County for the collection of such amounts shall be limited to actions against the Property described in the Deed of Trust executed by the Borrower to secure the Note and the rents, profits, issues, products, and income from the Property.

Should default be made in payment of principal and interest when due and such default shall continue beyond the applicable notice and cure period provided in the Deed of Trust, the whole sum of principal and interest shall become immediately due at the option of the holder of this Note. Principal and interest are payable in lawful money of the United States. If action be instituted on this Note, the undersigned promises to pay such sums as the Court may fix as attorney's fees.

The Borrower and its partners, officers, directors, employees, and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the HOME Loan or the performance of the Borrower's obligations under the HOME documents. The sole recourse of the COUNTY with respect to payment of the principal of, or interest on, the HOME Loan, shall be to the Project. No money judgment (or execution on a money judgment) entered in any action (whether legal or equitable) on the HOME documents shall be enforced personally against the Borrower or its partners, officers, directors, employees, and agents, but shall be enforced only against the Project and such other property as may from time to time be hypothecated in connection with the Borrower's obligations under the HOME documents. This non-recourse provision does not limit or impair the enforcement against all such security for the HOME Loan of all the rights and remedies of the COUNTY, nor does it impair the right of the COUNTY to assert the unpaid principal amount of the HOME Loan as a demand for money within the meaning of California Code of Civil Procedure Section 431.70 or any successor provision. In addition, this non-recourse provision does not relieve the Borrower of personal liability for damage to or loss suffered by the County as a result of any of the following (i) fraud or willful misrepresentation; (ii) any misappropriation of rental proceeds resulting in the failure to pay taxes, assessments, or other charges that could create statutory liens on the Project and that are payable or applicable prior to any foreclosure under the HOME Deed of Trust; (iii) the fair market value of any personal property of fixtures removed or disposed of by the Borrower other than in accordance with the HOME Deed of Trust; (iv) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss, or destruction to any portion of the Project (to the extent of the misapplied proceeds or awards); and (v) any rental income or other income arising with respect to the Project received by the Borrower after the COUNTY has properly exercised its rights under the HOME Deed of Trust to receive such income upon an Event of Default (as defined under the HOME Deed of Trust).

This Note replaces that certain note from Borrower in favor of COUNTY in the amount of One Million Dollars (\$1,000,000) which is null and void and of no force and effect.

DATE: _____

BORROWER:

COACHELLA VALLEY HOUSING COALITION,
a California nonprofit corporation

By:  CFO
for John Mealey, Executive Director

EXHIBIT "G"

General Decision Number: CA080028 02/05/2010 CA28

Superseded General Decision Number: CA20070028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	02/22/2008
3	03/07/2008
4	03/28/2008
5	04/04/2008
6	05/09/2008
7	05/23/2008
8	07/04/2008
9	07/11/2008
10	08/01/2008
11	08/08/2008
12	08/15/2008
13	08/29/2008
14	09/12/2008
15	10/03/2008
16	11/14/2008
17	12/05/2008
18	01/02/2009
19	01/16/2009
20	02/06/2009
21	02/27/2009
22	03/06/2009
23	04/17/2009
24	05/01/2009
25	06/05/2009
26	07/03/2009

27	08/21/2009
28	10/09/2009
29	10/16/2009
30	10/30/2009
31	11/13/2009
32	11/20/2009
33	12/04/2009
34	12/11/2009
35	12/25/2009
36	01/01/2010
37	01/08/2010
38	01/15/2010
39	01/22/2010
40	01/29/2010
41	02/05/2010

ASBE0005-002 08/07/2007

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 37.01	10.84
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 20.76	10.23

ASBE0005-004 08/07/2006

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether		

they contain asbestos or not)....\$ 19.55 6.38

 BRCA0004-001 05/01/2009

	Rates	Fringes
Bricklayer; Marble Setter		
Los Angeles County.....	\$ 36.00	12.15
Orange County.....	\$ 34.55	11.56
Riverside & San Bernardino Counties.....	\$ 35.25	10.62
Ventura County.....	\$ 33.36	11.98

 BRCA0004-004 11/01/2009

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.40	13.55

 BRCA0004-009 05/01/2009

SAN LUIS OBISPO AND SANTA BARBARA COUNATIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.20	10.60

 BRCA0018-001 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88

 BRCA0018-002 08/01/2009

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 30.04	10.84

 BRCA0018-003 06/01/2008

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO &
 VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 32.05	11.99

 BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

 CARP0409-003 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Drywall Installer/Lather...	\$ 21.00	10.58
Stocker/Scraper.....	\$ 10.00	6.67
(2) All other Work		
Drywall Installer/Lather...	\$ 37.35	10.58
Stocker/Scraper.....	\$ 10.00	6.67

 CARP0409-004 07/01/2008

Work on wood frame single family homes and apartments up to and
 including 4 stories:

	Rates	Fringes
CARPENTER		
Cabinet installer.....	\$ 26.16	9.61
Fence builder.....	\$ 27.78	9.61
Framer & finish carpenter...	\$ 29.55	9.61
Insulation installer.....	\$ 18.00	8.21
Roof loader of shingles.....	\$ 16.32	8.82
Shingler.....	\$ 25.16	9.19

Subterranean garage
 concrete construction and
 carpenters performing on
 grade slab concrete
 construction.....\$ 25.13 9.61

CARP0409-009 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

ELEC0011-003 01/26/2009

LOS ANGELES

	Rates	Fringes
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 20.20	3%+7.74

* ELEC0011-009 02/01/2010

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 26.99	3%+8.64
Technician.....	\$ 28.79	3%+8.64

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and

testings of conductors determined by their function;
excluding all other data systems or multiple systems which
include control function or power supply; excluding
installation of raceway systems, conduit systems, line
voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside
electrician total cost package.

ELEC0413-002 12/01/2009

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 17.50	3%+0.50

WORK AT VANDENBERG AFB: \$3.75 additional per hour.

ELEC0440-002 12/01/2008

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 18.00	3%+7.45

ELEC0441-002 08/27/2009

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 24.21	3%+3.90

ELEC0477-003 06/01/2005

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 19.00	3%+7.26

ELEC0569-003 12/01/2006

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 21.00	3%+2.55
4 Stories		
Electrical subcontracts		
of \$500,000 or less.....	\$ 32.45	3%+11.08
Electrical subcontracts		
over \$500,000.....	\$ 35.45	3%+11.08

ELEC0639-002 03/01/2009

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 18.50	3%+4.50

ELEC0952-002 10/05/2009

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road		
miles or less from the		
nearest base point.....	\$ 40.81	3%+15.70
ELECTRICIAN		
All work within 32 road		
miles or less from the		
nearest base point.....	\$ 37.10	3%+15.70

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard,
Santa Paula and Ventura.

ELEV0008-004 01/01/2010

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.89	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ELEV0018-004 01/01/2010

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-001 07/01/2009

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22
GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22
GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22

GROUP 13.....	\$ 44.18	17.22
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22
GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator

(includes loed, lull or similar types under 5 tons;
Generator operator; Generator, pump or compressor plant
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);
Concrete mixer operator-skip type; Conveyor operator;
Fireman; Forklift operator (includes loed, lull or similar
types over 5 tons; Hydrostatic pump operator; oiler crusher
(asphalt or concrete plant); Petromat laydown machine; PJU
side dum jack; Screening and conveyor machine oepator (or
similar types); Skiploader (wheel type up to 3/4 yd.
without attachment); Tar pot fireman; Temporary heating
plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar
type (side steer); Equipment greaser (rack); Ford Ferguson
(with dragtype attachments); Helicopter radioman (ground);
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or
similar type); Boring machine operator; Boxman or mixerman
(asphalt or concrete); Chip spreading machine operator;
Concrete cleaning decontamination machine operator;
Concrete Pump Operator (small portable); Drilling machine
operator, small auger types (Texoma super economatic or
similar types - Hughes 100 or 200 or similar types -
drilling depth of 30' maximum); Equipment greaser (grease
truck); Guard rail post driver operator; Highline cableway
signalman; Horizontal Directional Drilling Machine;
Hydra-hammer-aero stomper; Micro Tunneling (above ground
tunnel); Power concrete curing machine operator; Power
concrete saw operator; Power-driven jumbo form setter
operator; Power sweeper operator; Rock Wheel Saw/Trencher;
Roller operator (compacting); Screed operator (asphalt or
concrete); Trenching machine operator (up to 6 ft.); Vacuum
or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant
engineer; Batch plant operator; Bit sharpener; Concrete
joint machine operator (canal and similar type); Concrete
planer operator; Dandy digger; Deck engine operator;
Derrickman (oilfield type); Drilling machine operator,
bucket or auger types (Calweld 100 bucket or similar types
- Watson 1000 auger or similar types - Texoma 330, 500 or

600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired

earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including

50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

 IRON0002-001 07/01/2009

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.58	15.24
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.71

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LABO0300-002 07/01/2009

	Rates	Fringes
Brick Tender.....	\$ 27.17	14.75

 LABO0300-004 07/01/2009

Residential, 4 Stories

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 26.33	14.75
GROUP 2.....	\$ 26.88	14.75
GROUP 3.....	\$ 27.43	14.75
GROUP 4.....	\$ 28.98	14.75
GROUP 5.....	\$ 29.33	14.75

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or

water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling

of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0300-006 08/05/2009

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 24.65	14.70
Plaster Tender.....	\$ 27.20	14.70
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 26.65	14.70
Plaster Tender.....	\$ 29.20	14.70

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, George AFB,
 Marine Corps Air Station-29 Palms, Imperial Beach Naval Air
 Station, Marine Corps Logistics Supply Base, Marine Corps
 Pickle Meadows, Mountain Warfare Training Center, Naval
 Air Facility-Seeley, North Island Naval Air Station,
 Vandenberg AFB.

 LABO0300-007 07/01/2009

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing (Chain Link or Wood), Landscaping.....	\$ 24.80	11.10
(2) All Other Work.....	\$ 25.80	11.10

 LABO0882-003 01/01/2009

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	13.25

SCOPE OF WORK: Includes site mobilization, initial site
 cleanup, site preparation, removal of asbestos containing
 material and toxic waste (including lead abatement and any
 other toxic material), encapsulation, enclosure and
 disposal of asbestos containing materials and toxic
 waste(including lead abatement and any other toxic
 materials) by hand or with equipment or machinery;
 scaffolding, fabrication of temporary wooden barriers and
 assembly of decontamination stations.

LABO1184-001 07/01/2009

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	10.40
(2) Vehicle Operator/Hauler.	\$ 27.22	10.40
(3) Horizontal Directional Drill Operator.....	\$ 29.07	10.40
(4) Electronic Tracking Locator.....	\$ 31.07	10.40
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	13.56
GROUP 2.....	\$ 29.80	13.56
GROUP 3.....	\$ 31.81	13.56
GROUP 4.....	\$ 33.55	13.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs,

monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

 PAIN0036-005 01/01/2010

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 26.05	9.41
(2) All other work.....	\$ 29.32	9.41
San Luis Obispo, Santa Barbara & Ventura		
(1) Repaint.....	\$ 23.10	9.41
(2) All other work.....	\$ 27.39	9.41

 PAIN0036-011 10/07/2009

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 18.00	7.57

 PAIN0036-014 01/01/2010

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 36.55	14.87

 PAIN0036-018 01/01/2010

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 36.90	18.71

FOOTNOTE: Additional \$1.25 per hour for work in a condo, from the third (3rd) floor and up. Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

PAIN0036-020 02/01/2009

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	11.75

PAIN0169-007 01/01/2010

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 31.18	14.15

PAIN1247-003 01/01/2010

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

PLAS0200-002 08/05/2009

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		

1 - 3 stories.....	\$ 32.38	8.88
4-stories.....	\$ 35.41	9.88

 PLAS0500-003 07/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.50	18.40

 PLUM0016-011 07/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 29.97	12.91

 PLUM0250-001 01/02/2006

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 33.30	13.95

 ROOF0036-001 08/01/2009

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
 OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer.....	\$ 26.74	9.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 ROOF0045-003 08/01/2009

IMPERIAL

	Rates	Fringes
Roofer.....	\$ 23.63	6.50

 SFCA0669-005 04/01/2008

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 24.64	2.25
Area 2.....	\$ 24.11	2.25

 SFCA0709-002 01/01/2010

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 27.36	10.90

 SHEE0105-001 01/01/2010

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between Gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

	Rates	Fringes
SHEET METAL WORKER		
AREA 1.....	\$ 24.52	6.62
AREA 2.....	\$ 29.65	14.21

 SHEE0206-003 01/01/2010

IMPERIAL

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 23.99	4.71
SHEET METAL WORKER.....	\$ 34.05	15.81

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

* SHEE0273-001 02/01/2010

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 38.04	15.93

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

TEAM0011-001 07/01/2008

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION