

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

SEPTEMBER 4, 2012

TITLE:

**GARFIELD COMMUNITY CENTER
CONSTRUCTION REIMBURSEMENT
AND JOINT USE AGREEMENTS**

Francisco Butera
CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1st Reading
- Ordinance on 2nd Reading
- Implementing Resolution
- Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

1. Authorize the City Manager and Clerk of the Council to execute the attached Construction Reimbursement Agreement with the Santa Ana Unified School District (SAUSD) for the construction of a community center at Garfield Elementary School in an amount not to exceed \$2,375,000, subject to SAUSD Board approval, and non-substantive changes approved by the City Manager and City Attorney.
2. Authorize the City Manager and Clerk of the Council to execute the attached Joint Use Agreement with the Santa Ana Unified School District for Garfield Elementary School, subject to SAUSD Board approval, and non-substantive changes approved by the City Manager and City Attorney.
3. Approve the project funding as follows: Construction Reimbursement Agreement \$2,375,000, Inspection/Oversight \$237,500, and Contingencies \$237,500, for a total estimated cost to the City of \$2,850,000.

DISCUSSION

On October 18, 2010, the City Council took several actions pertaining to the financing and development of a 10,000 square foot community center at Garfield Elementary School, allocating \$2.5 million in Community Development Block Grant (CDBG) funds for the design and construction of the project, and authorizing staff to negotiate a Joint Use Agreement with the SAUSD. The concept of a community center evolved out of the extensive outreach effort conducted for the Station District housing project, and associated Transit Zoning Code. The proposed community center is being developed in partnership with the SAUSD in conjunction with renovation and expansion of the subject school facilities (Exhibit A of Exhibit 1 [Reimbursement Agreement]). Since the time of the original funding action, staff has been working diligently with SAUSD staff to facilitate the project, with SAUSD serving as the lead on

the design and construction process, pursuant to a reimbursement agreement entered into with SAUSD for the design phase of the center.

Subsequent to receiving the required plan approval from the State Architect's Office, SAUSD competitively bid the work, with the lowest bid coming in above the school district's original estimate. After additional value engineering and other cost reducing measures, the estimated cost (hard and soft) has been lowered to approximately \$3,800,000 (includes architectural fees covered by the existing design services reimbursement agreement). The increase is proposed to be primarily funded through school district facility funds and also with an increase in CDBG project funding of \$475,000 to cover City inspection, oversight and contingencies (Exhibit 2). In anticipation of the potential increase in CDBG funding, an amendment to the 2010-2011 Annual Action Plan has been prepared and is being presented to the City Council for its consideration this evening as part of a separate agenda item.

Concurrent with the project design, staff facilitated meetings with community members to identify their needs and priorities for the community center. The top five areas in priority order are: programs for teens, health, continuing education, dance and seniors. Per the proposed Joint Use Agreement (Exhibit 3), the first floor of the 10,000 square foot building would be designed as a multi-purpose room for the school's use during school hours, while the second floor space would be available at all times, as well as the first floor during after-school hours. The City would also have use of the school's parking lots at specified times. The City may conduct programs itself or through a third party. The SAUSD would be responsible for maintenance, repairs and electrical costs for the first floor, and the City would be responsible for the same with respect to the second floor.

The subject agreements are scheduled for SAUSD Board consideration September 11, 2012. Due to the SAUSD's funding requirements, the project must be under contract by September 25, 2012. It is anticipated that construction will commence immediately thereafter and be substantially completed by the end of 2013.

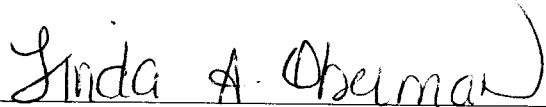
ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act, a certification of Categorical Exclusion and Statutory Worksheet has been prepared. The above-described action of the City Council was evaluated under the California Environmental Quality Act (CEQA) as a component of the redevelopment project analyzed at a project-specific level in Environmental Impact Report (EIR) No. 2006-02, adopted by the City Council on June 7, 2010.


FISCAL IMPACT

Funds are available in the Community Development Block Grant account (unit 13518783-69135).

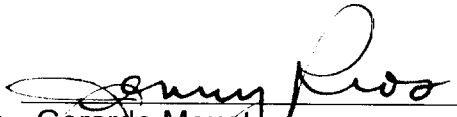
APPROVED AS TO FUNDS AND ACCOUNTS:

for 

Nancy T. Edwards
Interim Executive Director
Community Development Agency



Francisco Gutierrez
Executive Director *cbg*
Finance & Management Services Agency

for 

Gerardo Mouet
Executive Director
Parks, Recreation and Community Services
Agency

NTE/SG/kg

- Exhibits: 1. Reimbursement Agreement
 2. Funding Analysis
 3. Joint Use Agreement

**AGREEMENT BETWEEN
THE CITY OF SANTA ANA AND
SANTA ANA UNIFIED SCHOOL DISTRICT REGARDING
REIMBURSEMENT OF CONSTRUCTION COSTS
FOR GARFIELD COMMUNITY CENTER
INCORPORATING BLOCK GRANT REQUIREMENTS**

This Agreement Between the City of Santa Ana and Santa Ana Unified School District Regarding Reimbursement of Construction Costs for Garfield Community Center Incorporating Block Grant Requirements ("Agreement") is made this _____ day of _____, 2012, by and between the **City of Santa Ana**, a charter city and municipal corporation ("City"), and the **Santa Ana Unified School District** ("District"), a public school district (collectively, "Parties"; individually "Party").

RECITALS

- A. The District is designing and constructing multiple improvements at its Garfield Elementary School site (the "Project"), as further indicated in the Conceptual Site Plan and Elevations attached hereto and incorporated herein as **Exhibit A**.
- B. The Project includes a two-story building that the Parties intend to use as a multiple-purpose building and community center ("MPR/CC") and associated site work and landscaping.
- C. The City wishes to reimburse District for a portion of the costs associated with the construction of the MPR/CC and associated site work and landscaping, in accordance with the mutually agreed to Scope of Work/Budget attached hereto and incorporated herein as **Exhibit B**.
- D. The City, as an entitlement recipient and grantee of the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program, desires to enter this Agreement with the District for the expenditure of CDBG funds in accordance with Title 24, Part 570 of Code of Federal Regulations 24 CFR 570.000, *et seq.* ("CDBG Reg's"), to pay for construction costs for the MPR/CC.
- E. The District, pursuant to, without limitation, section 17077.40, *et seq.* and/or section 17527, *et seq.*, of the Education Code, is authorized to enter into joint use agreements with other public entities.
- F. The Parties intend to also enter into a joint use agreement for the MPR/CC between the City and the District, that the Parties will approve separate from this Agreement ("Joint Use Agreement"). Upon completion of the MPR/CC, the District shall permit the City to access the MPR/CC for public use and recreation purposes pursuant to applicable law and to the Joint Use Agreement as mutually agreed upon by the Parties.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Construction of MPR/CC.

- A. The District shall cause the MPR/CC to be built per the City approved plans, specifications, and construction contract, the approval of which shall not be unreasonably withheld. The District or its agents or representatives, the City and Contractor shall conduct regularly scheduled project meetings as mutually agreed upon and confer prior to finalizing construction work on the MPR/CC.
- B. The Parties have agreed that Balfour Beatty ("Contractor") will be performing all construction services including, but not limited to, preparation of a construction cost estimate value engineering, as well as actual construction and associated site work and landscaping of the MPR/CC. Contractor was chosen through a request-for-qualification process that the Parties believe was a fair, competitive selection process consistent

with Government Code section 4529.12 and Education Code section 17406 and consistent with the federal rules of procurement.

- C. The City acknowledges that the District is undertaking design and construction of the Project. The MPR/CC shall be constructed substantially to conform with the Scope of Work attached hereto as **Exhibit A**, and incorporated herein by reference.

2. Payment for Construction of the MPR/CC.

- A. The City shall pay for a portion of the cost to construct the MPR/CC for the not to exceed amount of \$2,375,000.00, which is part of a broader contract covering the Garfield Elementary School site awarded to the Contractor. It is acknowledged that there may be change orders which may necessitate District board and City Council approval, subject to the Parties respective contracting procedures. The City shall make payment within thirty (30) days following receipt of a proper invoice and documentation detailing the work performed.
- B. The District agrees to ensure that the Contractor separately invoices for its construction of the MPR/CC and associated site work so that the City can reimburse the construction costs specifically for the MPR/CC and agreed upon site work.
- C. The Parties agree to take all reasonable actions to cooperate to enforce the provisions in this Agreement, including this provision, if other third party agencies, including the State of California or the County of Orange, attempt to interpret this Agreement, if including these provisions, contrary to the language herein.

3. Record Drawings/Plans for MPR/CC. District will provide to City a set of record drawings of the MPR/CC and copies of all contractor-supplied use manuals and warranty information, as applicable.

4. Term/Suspension and Termination.

- A. This Agreement shall begin on the date first stated above and terminate on _____, 20__.
- B. Either Party may terminate this Agreement for its own convenience until construction has started. In the event of such a termination for convenience by City or of a termination for convenience in accordance with 24 CFR 85.44, District may invoice City and City shall pay its portion for all work and/or services performed until the City's notice of termination for convenience. Neither Party may terminate for convenience once physical construction of the MPR/CC begins.
- C. If the City breaches this Agreement in any material way, the District may elect to provide written notice to the City of the breach(es). If the City does not cure the breach(es) within ten (10) days of receipt of the notice by paying all overdue funds, the District may terminate this Agreement by providing written notice of termination to the City. City shall be liable to District for all costs, fees, expenses, and other damages the District incurs because of the City's breach(es).
- D. If the District breaches this Agreement in any material way, the City may elect to provide written notice to the District of the breach(es). If the District does not cure the breach(es) within ten (10) days of receipt of the notice, the City may terminate this Agreement by providing written notice of termination to the District. District shall be liable to City for all costs, fees, expenses, and other damages the City incurs because of the District's breach(es). (See 24 CFR 85.43).
- E. The remedies in this paragraph are in addition to any additional remedies available at law or under this Agreement. A decision by a Party not to terminate this Agreement pursuant to this paragraph does not constitute a waiver of any other claims or remedies that Party may have against the other.

5. Indemnification and Cooperation in Claim Defense.

- A. District shall indemnify, save, protect, defend and hold harmless the City, its officers, agents and

employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, to persons or property arising from the negligent or wrongful acts or omissions of the District or its agents under this Agreement, except to the extent that such claims, costs, or liability arise directly or indirectly from the negligent or wrongful acts or omissions of City, its officers, agents and employees.

B. City shall indemnify, save, protect, defend and hold harmless the District, its officers, agents and employees from any and all claims, costs and liability, including reasonable attorneys' fees, for any damage, injury or death, to persons or property arising from the negligent or wrongful acts or omissions of the City or its agents under this Agreement, except to the extent that such claims, costs, or liability arise directly or indirectly from the negligent or wrongful acts or omissions of District, its officers, agents and employees.

6. **Environmental Review.** The District and City shall be responsible for ensuring compliance with the California Environmental Quality Act (CEQA) and any other applicable environmental laws with regard to the entire Project, inclusive of the MPR/CC. The City has already completed environmental review in compliance with the National Environmental Policy Act (24 CFR Part 58, etc.) for the MPR/CC. The MPR/CC was also evaluated under CEQA as a component of a larger project analyzed at a project-specific level in Environmental Impact Report (EIR) No. 2006-02, which was certified on June 7, 2010 by the Santa Ana City Council.
7. **Confidentiality:** If either Party receives from the other Party information which due to the nature of that information is reasonably understood to be confidential and/or proprietary, the Parties agree that they shall not use or disclose that information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either Party by any subsidiary and/or agent of the other Party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Parties disclosed in a publicly available source; (c) is in rightful possession of the Parties without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by one of the Parties without reference to information disclosed by the other Party.
8. **Conflict of Interest.** The Parties shall ensure compliance with all applicable conflict of interest laws including, without limitation, the Fair Political Practices Act and Government Code section 1090, et seq., and 24 CFR 576.57 and OMB Circulars 1-102 and A-110. In addition, each Party agrees that it will not hire or permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by that Party. For the purposes of this section, the term "immediate family" means spouse, child, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisor or management responsibilities.
9. **Drug Free Workplace.** The Parties confirm that both comply with Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990 and shall take diligent actions to ensure that there is no unlawful manufacture, distribution, dispensing, possession or use of a controlled substance on the MPR/CC and both parties hereby certify that they comply with said Act.
10. **Anti-Discrimination:** It is the policy of the Parties that there be no discrimination against any employee engaged in the work, including work under contract, because of race, color, ancestry, national origin, or religious creed, and therefore each Party agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the District agrees to require like compliance by all its contractor(s) and subcontractor(s) on the MPR/CC.
11. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, the Prevailing Party (as defined below) shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the Party who

is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

12. **Force Majeure.** Neither Party shall be held responsible or liable for an inability to fulfill any obligation under this Agreement by reason of an act of God, natural disaster, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, or terrorism ("Force Majeure"). Any Party relying on a Force Majeure shall give the other Party reasonable notice thereof, and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including, without limitation, subcontracting the obligations of the Party claiming such Force Majeure to a third party and extending the time periods for performance.
13. **Assignment.** Neither Party may, without the other Party's prior written consent, assign its rights or delegate its duties pursuant to this Agreement. This provision does not apply to the District's contracting with contractor(s), consultant(s), or others to perform services or provide other items related to the planning, approval, design, or construction of Project, including the MPR/CC. The District's contracting with others shall not alter the District obligations pursuant to this Agreement.
14. **Successors and Assigns.** This Agreement shall bind the successors and assigns of the Parties hereto.
15. **Further Assurances.** Each Party to this Agreement shall at its own expense perform all acts and execute all documents and instruments that may be necessary or convenient to carry out its obligations under this Agreement.
16. **Modifications.** The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.
17. **Notices.** Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two hours from the date of mailing, if mailed as provided in this paragraph.

Santa Ana Unified School District	City of Santa Ana
1601 East Chestnut Avenue	20 Civic Center Plaza, M-25
Santa Ana, California 92701	P.O. Box 1988
Attn: Assistant Superintendent,	Santa Ana, CA 92702
Facilities & Governmental Relations	Attn: Deputy City Manager

18. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
19. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.
20. **Severability.** Should all or any portion of any provision of this Agreement be held unenforceable or invalid for any reason, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Orange County, California.
22. **Incorporation of Recitals and Exhibits.** The Recitals and all Exhibits attached hereto, are hereby incorporated herein and made a part of this Agreement by this reference.

23. **Captions.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
24. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
25. **Time of the Essence.** Time is of the essence in the performance of each Party's respective obligations under this Agreement.
26. **Effective Date.** This Agreement must be executed by both Parties and approved or ratified by the City's City Council and the District's Board of Trustees. This Agreement shall be effective upon the latter date of approval of either the City Council or the Board of Trustees.
27. **Terms Required Based on HUD Funding.** The following terms are made a part of this Agreement, as required by the Parties participation in and use of funds from the HUD CBDG Program.
- A. **Use of Debarred, Suspended, or Ineligible Participants.** The Parties shall comply with the provisions of 24 CFR 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.
 - B. **No Pending Investigation.** Each Party asserts that, to the best of its knowledge, it is not the subject of any current or threatened criminal or civil action investigation by any other public agency, including without limitation a police agency or prosecuting authority, that would relate to affect performance of the Agreement or provision of services hereunder.
 - C. **Audit.** To the extent the District uses California state bonds funds for the MPR/CC, the District is subject to audit by the California Office of Public School Construction. In addition, to the extent the District uses any of its Measure G Bond funds for the MPR/CC, the District is required to conduct an annual, independent financial audit and annual, independent performance audit on the use of those funds.
 - D. **Record Keeping/Reporting.** Both Parties shall keep and maintain complete and adequate records and reports to assist one another in meeting and maintaining its record keeping responsibilities under applicable law which includes, Title 24, Part 570 of Code of Federal Regulations 24 CFR 570.000, *et seq.* The Parties agree to share with each other the guidelines and parameters of required record keeping. The Parties agree to keep all MPR/CC records for at least five (5) years from the date of completion of the MPR/CC.
 - E. **Economic Opportunities for Low Income People.** To the extent allowable under applicable state law, the Parties shall implement the goals of Section 3 of the Housing and Urban Development Act of 1968 that requires employment and other economic opportunities arising in connection with housing rehabilitation, housing construction and other public construction projects which shall, to the extent feasible and consistent with existing federal, state and local laws and regulations, be given to low and very low-income persons. To the extent applicable, the Parties shall comply and/or cause compliance with Section 3 Clause requirements for the MPR/CC. (See Exhibit C, required contract language, attached hereto and incorporated herein).
 - F. **Prevailing Wage.** In its contract(s) for construction of the MPR/CC, the District shall include a provision that states in pertinent part: If there is a difference between the general prevailing wage rates determined by the Director of the Department of Industrial Relations ("California Prevailing Wages") and the applicable minimum wage rates determined by the Secretary of Labor ("Federal Wages") for similar classifications of work, the Contractor and its Subcontractors of every tier shall pay their workers not less than the higher wage rate. (See Exhibit D attached hereto and incorporated herein).
 - G. **Lobbying.** The Parties shall ensure that they comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress

in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- H. Compliance with Law/Program Income.** District acknowledges that the funds being provided by City for the MPR/CC are received by City pursuant to the CDBG Program, as amended, and that expenditures of CDBG funds must be in accordance with the CDBG Program and its requirements (24 CFR 570.503 and 24 CFR 570.504). Upon the expiration of this Agreement, any unexpended CDBG funds received by District shall be returned to City unless otherwise provided for in this Agreement or directed by the City. District agrees to comply fully with all federal, state and local laws and court orders applicable to its operation. Program income means gross income received by the District or a subrecipient directly generated from the use of CDBG funds. It is the gross income from the use or rental of real property, owned by the District or by a subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income.
- I. Administrative Requirements/Cost Principles/Audit Standards.** The following requirements and standards of 24 CFR § 570.502 must be complied with by the District: 24 CFR Part 85, §§ 85.3, 85.6, 85.12, 85.20, 85.21, 85.22, 85.26, 85.32, 85.33, 85.34, 85.35, 85.36, 85.37, 85.40, 85.41, 85.42, 85.43, 85.44, 85.51, and 85.52; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments; and OMB Circular A-133, Audits of State and Local Governments. This includes separate accounting of costs for the MPR/CC.
- J. Subpart K of 24 CFR Part 570.** District will carry out its activities in compliance with the requirements of Subpart K of 24 CFR Part 570; however, District does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52 or City's responsibilities under 24 CFR § 570.604.
- K. Reversion of Assets.**
1. Per 24 CFR § 570.503(b)(7), any real property under the District's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must either be:
 - a. Used, where City has given written approval, to meet one of the national objectives stated in 24 CFR § 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by City; or
 - b. If not used in accordance with subparagraph (a) above, District shall pay to City an amount equal to the current market value of the acquired property or improvement, as the case may be, less any portion of the value attributable to the expenditure of non-CDBG funds for acquisition of, or improvement to, the property.
 3. The parties agree that the funding provided to District hereunder shall not be used for furniture, fixtures or equipment, however, subject to the obligations set forth herein, title to equipment acquired under the terms of this Agreement, if any, will vest upon acquisition in District. When said equipment which has been acquired in accordance with this Agreement and all applicable regulations are no longer needed for said program, disposition of said equipment will be made as follows:
 - a. Items of equipment with a current per unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of with no further obligation to City.
 - b. Items of equipment with a current per unit fair market per unit value of \$5,000.00 or more may be retained or sold and City shall have the right to an amount calculated by multiplying the current market value or proceeds from the sale by City's share of CDBG funds expended to acquire the equipment, in accordance with 24 CFR § 85.32(e)(2).

4. If any real property acquired or improved by CDBG funds is not used in accordance with one of the national objectives in 24 CFR § 570.208 after five years of expiration of this Agreement, the District shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds.
5. District's obligations and responsibilities set forth in this paragraph 28 and other requirements pertaining to CDBG funding shall not be affected by the termination of this Agreement and shall survive the date of termination of this Agreement for such period of time as City and/or HUD deems necessary for the responsibilities, duties and obligations to be performed and completed to the satisfaction of City and HUD.
6. The District shall retain all records pertaining to this Agreement for at least four years after final payment by the City and closure of all other pending matters as required by 24 CFR §§ 85.36(i)(11) and 85.42.

L. Insurance/Bonding.

1. With respect to performance of work under this Agreement, District shall require that Contractor shall maintain and shall require its subcontractors, if any, to maintain insurance as described below:

Type of Coverage	Amount of Coverage: Each Occurrence	Amount of Coverage: Aggregate
A. Commercial General Liability Combined, Single Limit	\$2,000,000	\$5,000,000
B. Automobile Liability (Any Auto) Combined, Single Limit	\$2,000,000	\$5,000,000
C. Excess Liability	Sufficient to cover the above limits if the above policies do not cover the required limits.	
D. Employers' Liability	\$2,000,000	
E. Builder's Risk (Course of Construction)	N/A	
F. Workers' Compensation Insurance	Statutory Limits	

The Commercial general liability insurance certificate, shall name the District and City as additionally insured. (Sample Additional Insured Endorsement attached hereto and incorporated herein as Exhibit E).

Contractor shall (a) furnish properly executed certificates of insurance to District and the City prior to commencement of work under this Agreement, which certificates shall clearly evidence all coverage required above and provide that such insurance shall not be materially changed or terminated except on thirty (30) days' prior written notice to District; and (b) maintain such insurance from the time work first commences until completion of the work under this Agreement; and (c) replace such certificates for policies expiring prior to completion of work under this Agreement.

2. District shall require Contractor to post performance and payment bonds to cover the entire construction period.

M. Access to Records. At their sole cost, the City and the United States Government and/or their representatives shall have reasonable access to the District's books, documents and papers concerning the construction of the MPR/CC to audit expenditures on the MPR/CC for compliance with CDBG requirements. The District shall require the Contractor to provide the same access to the Contractor's records for constructing the MPR/CC. City and the United States Government and/or their representatives shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder is conducted or in which any of the records of District are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

28. Character of City's Funding For MPR/CC Design Services.

- A.** The City represents and warrants that CDBG funds applied to the MPR/CC are appropriate under federal law. The City shall promptly review, upon the District providing such, the MPR/CC's designs, procurement for construction, progress of construction, and District administrative processes and provide the District with direction on any administrative procedures, documentation, and/or processes required to ensure that the MPR/CC complies with all CDBG requirements. To the extent that CDBG funds are nonetheless deemed to be misapplied to the MPR/CC including the failure to use the buildings in accordance with one of the national objectives in 24 CFR § 570.208, by HUD, any State or Federal agency, or any court of competent jurisdiction and CDBG funds for the MPR/CC are disgorged from the District, the City shall make the District whole by reimbursing the District within a reasonable time for any of its damages, fines, penalties, or losses of any kind.
- B.** This paragraph 28 shall survive the termination of this Agreement. District represents and warrants that it shall not knowingly misapply funding provided hereunder or knowingly use such funds for any unauthorized uses.

ACCEPTED AND AGREED on the date indicated below:

City of Santa Ana

Dated: _____, 20__

By: _____

Print Name: Maria D. Huizar

Print Title: Clerk of the City Council

Dated: _____, 20__

By: _____

Print Name: Paul Walters

Print Title: City Manager

Approved as to Form

Dated: _____, 20__

By: _____

Print Name: Sonia R. Carvalho, City Attorney

Print Title: By Lisa E. Storck, Assistant City Attorney

Santa Ana Unified School District

Dated: _____, 20__

By: _____

Print Name: Joe Dixon

Print Title: Assistant Superintendent, Facilities & Governmental Relations

Dated: _____, 20__

By: _____

Print Name: Michael P. Bishop, Sr.

Print Title: Deputy Superintendent, Operations

Approved as to Form

Dated: _____, 20__

By: _____

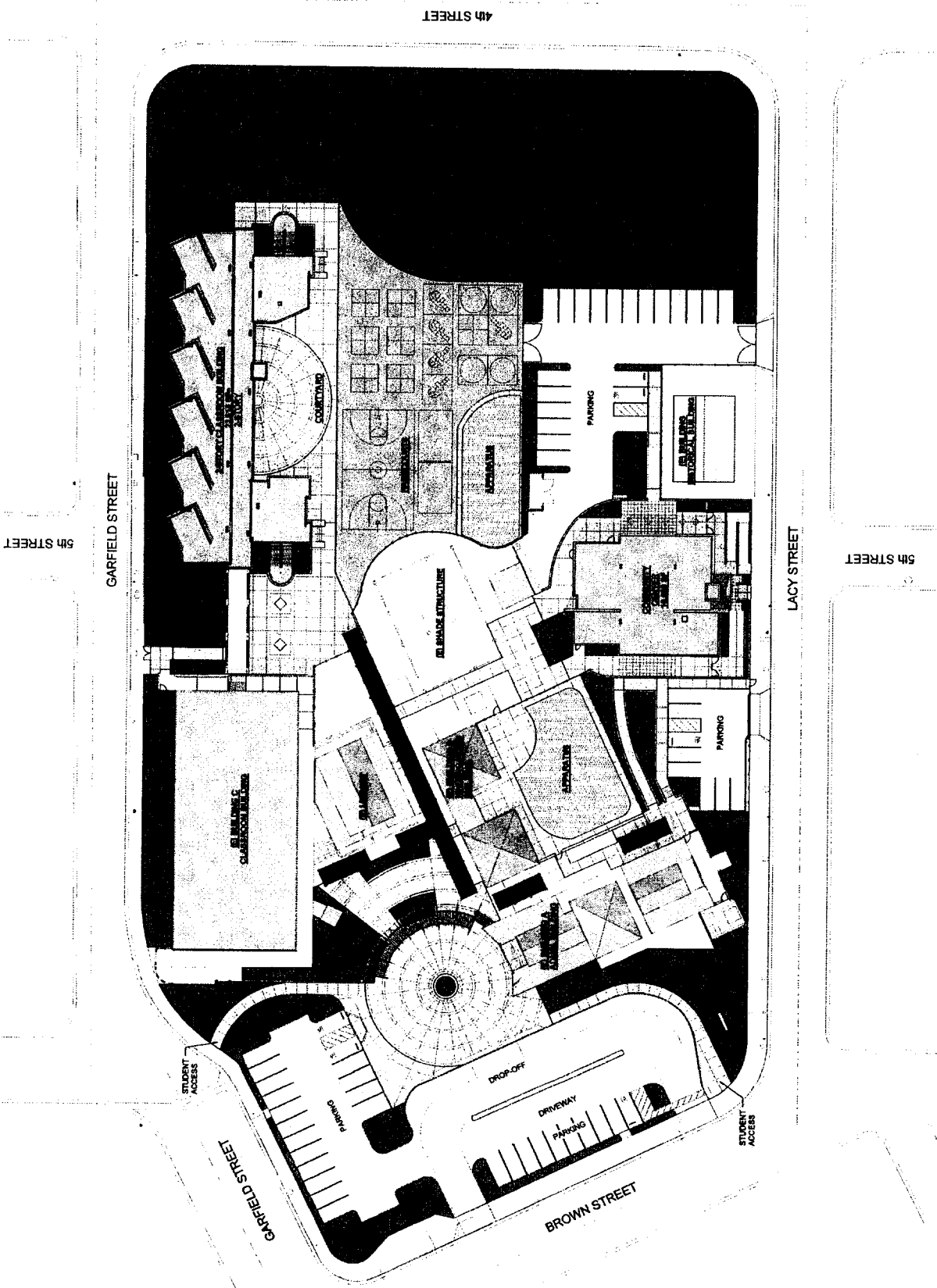
Print Name: Philip J. Henderson

Print Title: Attorney, Orbach Huff & Suarez

GARFIELD ELEMENTARY SCHOOL
SANTA ANA UNIFIED SCHOOL DISTRICT

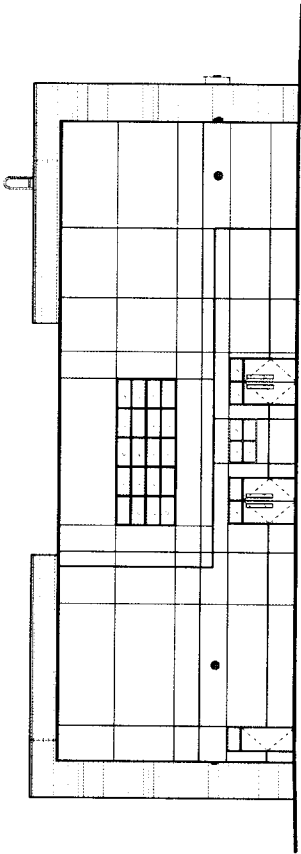


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June 15, 2012

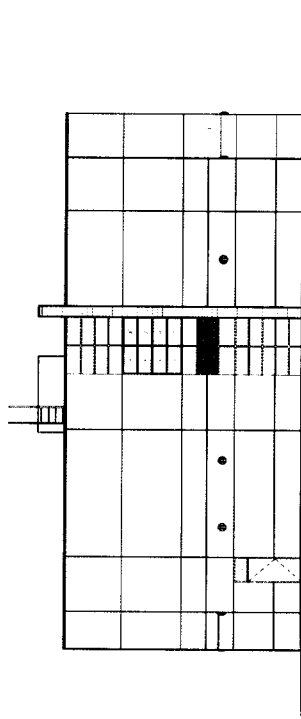


SITE PLAN

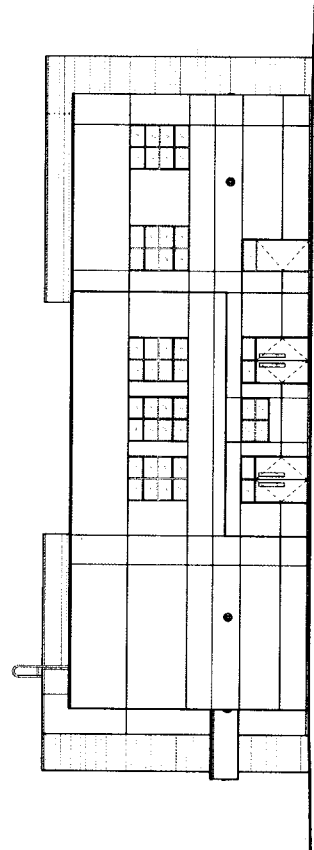
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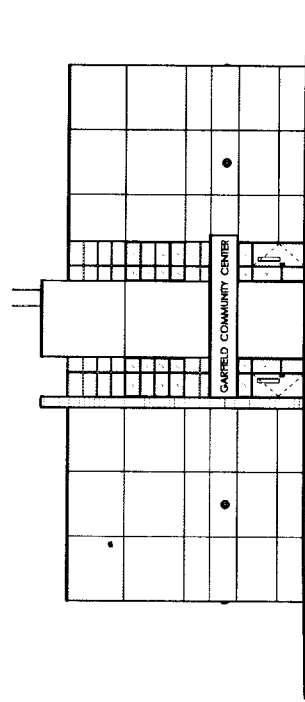
EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"



EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"



EXTERIOR ELEVATION - WEST
1/8" = 1'-0"

DETAILED PRICING – EXHIBIT B

REQUEST FOR PROPOSALS

LEASE – LEASEBACK SERVICES

PAGE 1

Description	Total	Classroom Building & Site	Community Center & Site	Total Combined
Division 1 -General Requirements				
Project Manager		\$ 60,480	\$ 60,480	\$ 120,960
Project Superintendent		\$ 65,520	\$ 65,520	\$ 131,040
Clerical		\$ 15,960	\$ 15,960	\$ 31,920
Safety Officer/Coordinator		\$ 13,798	\$ 5,939	\$ 19,737
Vehicles		\$ 7,650	\$ 7,650	\$ 15,300
Trailer		\$ 4,950	\$ 4,950	\$ 9,900
Communications		\$ 3,575	\$ 3,575	\$ 7,150
Office equipment/Supplies		\$ 3,505	\$ 3,505	\$ 7,010
Small Tools & Equipment		\$ 3,360	\$ 3,360	\$ 6,720
Temporary Utilities		INC	INC	INC
Site Cleaning		\$ 500	\$ 500	\$ 1,000
Toilets		\$ 3,300	\$ 3,300	\$ 6,600
Mobilization/Layout (no more than 1%)		INC	INC	INC
Job Signage		\$ 625	\$ 625	\$ 1,250
Fencing/Barricades		\$ 4,250	\$ 4,250	\$ 8,500
SWPPP Compliance		\$ 5,400	\$ 5,400	\$ 10,800
Waste Disposal		\$ 10,000	\$ 10,000	\$ 20,000
Plans & Specifications reproduction		\$ 1,250	\$ 1,250	\$ 2,500
Data Processing		\$ 28,362	\$ 12,207	\$ 40,569
Submittals, Shop Drawings (no more than 3%)		INC	INC	INC
Close-out Documentation (not less than 4%)		INC	INC	INC
Testing		By Owner	By Owner	By Owner
Final Clean		\$ 25,200	\$ 12,240	\$ 37,440
Site Cleanup		\$ 688	\$ 688	\$ 1,376
Miscellaneous		\$ 1,100	\$ 1,100	\$ 2,200
Subtotal:		\$ 259,473	\$ 222,499	\$ 481,972
Division 2 -Existing Conditions				
Survey		\$ 9,600	\$ 6,400	\$ 16,000
Other		NA	NA	NA
Division 3 -Concrete				
Building Concrete Reinforcing		\$ 220,680	\$ 98,000	\$ 318,680
Site Concrete Reinforcing		INC	INC	INC
Cast In Place Concrete (Building & Site)		\$ 845,000	\$ 335,000	\$ 1,180,000
Concrete Topping		INC	INC	INC
Other		NA	NA	NA
Division 4 -Masonry				
CMU		\$ 108,300	\$ 133,100	\$ 241,400
CMU Veneer		INC	INC	INC
CMU Reinforcing		INC	INC	INC
Precast Wall Cap		INC	NA	INC
Division 5 -Metals				
Structural Steel		\$ 1,326,166	\$ 495,397	\$ 1,821,563
Metal Deck		\$ 102,500	\$ 46,948	\$ 149,448
Structural Metal Studs (with Framing in Div 9)		INC	INC	INC
Metal Fabrications		INC	INC	INC
Fences & Gates		INC	INC	INC
Division 6 -Wood and Plastics				
Misc. Rough Carpentry		\$ 18,950	\$ 7,900	\$ 26,850
Casework		\$ 64,500	\$ 16,780	\$ 81,280
Division 7 -Thermal and Moisture Protection				
Sheet Waterproofing		\$ 8,778	\$ 14,350	\$ 23,128
Thermal Acoustical Insulation		\$ 17,699	\$ 8,662	\$ 26,361
Thermoplastic Membrane Roofing		\$ 131,850	\$ 66,000	\$ 197,850
Flashing & Sheet Metal		\$ 53,747	\$ 18,102	\$ 71,849
Roof Accessories		INC	INC	INC
Cementitious Fireproofing		INC	INC	INC
Fire stopping/Expansion Joint		\$ 12,379	\$ 21,633	\$ 34,012
Division 8 -Doors and Windows				
Doors/Frames/Hardware		\$ 91,900	\$ 55,000	\$ 146,900
Coiling Doors		\$ 14,000	\$ 14,000	\$ 28,000
Windows/Glazing		\$ 77,961	\$ 63,751	\$ 141,712
Access Doors		\$ 1,000	\$ 800	\$ 1,800
Division 9 -Finishes				
Portland Cement Plaster		INC	INC	INC
Gypsum Board Assemblies		\$ 1,003,000	\$ 371,000	\$ 1,374,000
Metal Stud Framing		INC	INC	INC
Acoustical Ceiling		\$ 65,000	\$ 22,500	\$ 87,500
Ceramic Tile		\$ 51,882	\$ 31,260	\$ 83,142
Flooring		\$ 43,675	\$ 26,905	\$ 70,580

DETAILED PRICING – EXHIBIT B

Description	Total	Classroom Building & Site	Community Center & Site	Total Combined
Painting		\$ 64,800	\$ 25,895	\$ 90,695
Slab Moisture Control / Slab Sealer		\$ 47,685	\$ 23,250	\$ 70,935
Division 10 -Specialties				
Toilet Partitions & Accessories		\$ 19,482	\$ 14,936	\$ 34,418
Signage		\$ 11,450	\$ 7,033	\$ 18,483
Operable Partitions		NA	\$ 9,336	\$ 9,336
Flag Pole		\$ 9,336	NA	\$ 9,336
Fire Protection Specialties		\$ 2,012	\$ 2,198	\$ 4,210
Visual Display Boards		\$ 20,455	NA	\$ 20,455
Division 11 -Equipment				
Exterior Court Athletic Equipment		\$ 117,081	NA	\$ 117,081
Other		NA	NA	NA
Division 12 -Furnishings				
Roller Shades		\$ 11,590	\$ 4,360	\$ 15,950
Other		NA	NA	NA
Division 13 -Special Construction				
Division 14 -Conveying Systems				
Elevator		\$ 82,221	\$ 82,221	\$ 164,442
Division 21 -Fire Suppression				
Fire Sprinklers		\$ 59,700	\$ 28,650	\$ 88,350
Division 22 -Plumbing				
Plumbing fixtures and equipment		\$ 260,000	\$ 194,300	\$ 454,300
Division 23 -Heating, Ventilating & Air Conditioning Equipment				
HVAC Equipment		\$ 311,750	\$ 175,000	\$ 486,750
Ductwork		INC	INC	INC
Refrigerant Piping		INC	INC	INC
Controls		INC	INC	INC
Other		NA	NA	NA
Division 26 -Electrical				
Lighting		\$ 718,373	\$ 291,397	\$ 1,009,770
Power		INC	INC	INC
Service and Distribution		INC	INC	INC
Division 27 -Communications				
Data/Communications		INC	INC	INC
Division 28 -Electronic Safety & Security				
Fire Alarm		INC	INC	INC
Division 31 -Earthwork				
Demolition		INC	INC	INC
Grading		\$ 194,975	\$ 49,598	\$ 244,573
Division 32 -Exterior Improvements				
Asphalt Paving & Pavement Markings		\$ 156,500	\$ 1,500	\$ 158,000
Concrete Sidewalks and Curbs		INC	INC	INC
Fences and Gates		\$ 227,932	\$ 27,895	\$ 255,827
Landscaping & Irrigation		\$ 289,000	\$ 36,000	\$ 325,000
SWPPP Erosion Control		\$ 47,600	\$ 19,600	\$ 67,200
Division 33 -Utilities				
Utilities		\$ 142,085	\$ 82,325	\$ 224,410
Subtotal (Divisions 2-33):				
		\$ 7,062,594	\$ 2,928,982	\$ 9,991,576
Bonds				
Insurance (Casualty Insurance & Builder's Risk Insurance)		\$ 51,359	\$ 22,105	\$ 73,464
Overhead & Profit		\$ 81,254	\$ 34,973	\$ 116,227
District Contingency (List any contingencies; do so sparingly and as specifically as possible)		\$ 210,801	\$ 90,730	\$ 301,531
TOTAL BID		\$ 7,665,481	\$ 3,299,289	\$ 10,964,770
Allowances per District Instructions: 1) Interim Housing & Refurbishing of Playfield				
Allowances per District Instructions: 2) Unforeseen and Undirected scope of work		\$ 250,000	NA	\$ 250,000
Contractor's Guaranteed Project Costs		\$ 150,000	\$ 150,000	\$ 300,000
Additional Soft Costs			\$ 3,449,289	\$ 3,449,289
Total Cost:		8,065,481	3,799,289	11,514,770

EXHIBIT C
SECTION 3 CLAUSE

This clause is to included in all Section 3 covered bid specifications, contracts and signed by contractor and his/her subsequent subcontractors.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian self-determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (I) preferences and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

Signature

Print Name and Title

Date

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is utilized in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT D

General Decision Number: CA120035 08/03/2012 CA35

Superseded General Decision Number: CA20100035

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	03/30/2012
3	04/20/2012
4	04/27/2012
5	05/04/2012
6	05/18/2012
7	06/08/2012
8	07/13/2012
9	08/03/2012

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 06/28/2010

	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)....	\$ 18.70	8.65

* BRCA0004-010 05/01/2012

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 35.26 12.26

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 27.04	10.66
TILE FINISHER.....	\$ 22.37	9.19
TILE LAYER.....	\$ 33.55	13.55

BRCA0018-010 09/01/2009

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

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer, and solar panels.	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	10.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER.....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 * ELEC0011-002 05/28/2012

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	3%+10.53
Technician.....	\$ 29.05	11.80

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, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. 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. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

 ELEC0441-001 11/28/2011

	Rates	Fringes
CABLE SPLICER.....	\$ 41.99	13.80
ELECTRICIAN.....	\$ 40.14	13.75

 * ELEC0441-003 08/01/2011

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 28.32	10.25
Technician.....	\$ 30.12	10.30

SCOPE OF WORK The work covered shall include the

installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits. Installation and termination of devices, panels, startup, testing and programming performed by the Technician.

2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 11/28/2011

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 40.74	13.77
Electrician.....	\$ 40.14	13.75
Technician.....	\$ 30.11	13.75

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of

Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct Interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of "fish and pull wires". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainage as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system.

JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

 * ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 48.95	48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 39.09	39.09	12.97
(3) Groundman.....\$ 29.91	29.91	12.70
(4) Powderman.....\$ 43.71	43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 47.73	47.73	23.535

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.

ENGI0012-003 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 37.40	20.00
GROUP 2.....	\$ 38.18	20.00
GROUP 3.....	\$ 38.47	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 41.06	20.00
GROUP 6.....	\$ 40.18	20.00
GROUP 8.....	\$ 41.39	20.00
GROUP 9.....	\$ 40.41	20.00
GROUP 10.....	\$ 40.41	20.00
GROUP 11.....	\$ 40.58	20.00
GROUP 12.....	\$ 40.58	20.00
GROUP 13.....	\$ 40.68	20.00
GROUP 14.....	\$ 40.71	20.00
GROUP 15.....	\$ 40.79	20.00
GROUP 16.....	\$ 40.91	20.00
GROUP 17.....	\$ 41.08	20.00
GROUP 18.....	\$ 41.18	20.00
GROUP 19.....	\$ 41.29	20.00
GROUP 20.....	\$ 41.41	20.00
GROUP 21.....	\$ 41.58	20.00
GROUP 22.....	\$ 41.68	20.00
GROUP 23.....	\$ 41.79	20.00
GROUP 24.....	\$ 41.91	20.00
GROUP 25.....	\$ 42.08	20.00
OPERATOR: Power Equipment		
(Cranes, Piledriving &		
Hoisting)		
GROUP 1.....	\$ 38.75	20.00
GROUP 2.....	\$ 39.53	20.00
GROUP 3.....	\$ 39.82	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 40.18	20.00
GROUP 6.....	\$ 40.29	20.00
GROUP 7.....	\$ 40.41	20.00
GROUP 8.....	\$ 40.58	20.00
GROUP 9.....	\$ 40.75	20.00
GROUP 10.....	\$ 41.75	20.00
GROUP 11.....	\$ 42.75	20.00
GROUP 12.....	\$ 43.75	20.00
GROUP 13.....	\$ 44.75	20.00
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 39.25	20.00
GROUP 2.....	\$ 40.03	20.00
GROUP 3.....	\$ 40.32	20.00
GROUP 4.....	\$ 40.46	20.00
GROUP 5.....	\$ 40.68	20.00
GROUP 6.....	\$ 40.79	20.00
GROUP 7.....	\$ 40.91	20.00

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 and Camp
Pendleton

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.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

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 operator (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 (Skid 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; 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 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 (gunite 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 tha 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)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM.

Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is

the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

* ENGI0012-004 08/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 45.40	20.00
(2) Dredge dozer.....	\$ 40.93	20.00
(3) Deckmate.....	\$ 40.82	20.00
(4) Winch operator (stern winch on dredge).....	\$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.73	20.00
(6) Barge Mate.....	\$ 40.34	20.00

* IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.345
Ornamental, Reinforcing and Structural.....	\$ 33.00	24.985

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

* LABO0300-001 07/01/2012

	Rates	Fringes
Brick Tender.....	\$ 27.17	17.36

LABO0300-003 07/01/2011

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 32.20	15.98
GROUP 2.....	\$ 32.52	15.98
GROUP 3.....	\$ 32.98	15.98
GROUP 4.....	\$ 33.67	15.98
LABORER		
GROUP 1.....	\$ 26.33	16.00
GROUP 2.....	\$ 26.88	16.00
GROUP 3.....	\$ 27.43	16.00
GROUP 4.....	\$ 28.98	16.00
GROUP 5.....	\$ 29.33	16.00

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

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; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; 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: 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, curbs, 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; 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; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; 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: 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; Oversize 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

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 other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

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

LABO1184-001 07/01/2011

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 28.01	11.48
(2) Vehicle Operator/Hauler.	\$ 28.18	11.48
(3) Horizontal Directional Drill Operator.....	\$ 30.03	11.48
(4) Electronic Tracking Locator.....	\$ 32.03	11.48
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56

GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

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

 PAIN0036-001 01/01/2012

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.35
(2) All Other Work.....	\$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

 PAIN0036-008 10/05/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	13.81

 PAIN0036-015 06/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.95	19.83

FOOTNOTE: Additional \$1.25 per hour for work in a condor, 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

 PAIN1247-002 05/01/2012

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

 PLAS0200-009 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

 PLAS0500-002 10/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.38	14.72

 * PLUM0016-001 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 41.60	19.68
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 40.33	18.70
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 32.49	17.03

 * PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	17.09
Sewer & Storm Drain Work....	\$ 31.00	16.01

 ROOF0036-002 08/01/2011

	Rates	Fringes
ROOFER.....	\$ 34.65	10.71

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.

 SFCA0669-008 04/01/2012

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.43	19.23

 SFCA0709-003 01/01/2012

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.56	23.62

 * SHEE0105-003 07/01/2012

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 41.45	20.41
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 35.75	26.41

 TEAM0011-002 07/01/2011

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.79	20.84
GROUP 2.....	\$ 26.94	20.84
GROUP 3.....	\$ 27.07	20.84
GROUP 4.....	\$ 27.26	20.84
GROUP 5.....	\$ 27.29	20.84
GROUP 6.....	\$ 27.32	20.84
GROUP 7.....	\$ 27.57	20.84
GROUP 8.....	\$ 27.82	20.84
GROUP 9.....	\$ 28.02	20.84

GROUP 10.....	\$ 28.32	20.84
GROUP 11.....	\$ 28.82	20.84
GROUP 12.....	\$ 29.25	20.84

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, 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.
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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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

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END OF GENERAL DECISION

ADDITIONAL INSURED ENDORSEMENT
FOR COMMERCIAL GENERAL LIABILITY POLICY

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as a part of

Policy # _____

Issued to _____

Named Insured

Countersigned by _____

Authorized Representative

25H-48

FUNDING ANALYSIS

PROJECT NO. 11-7532

COMMUNITY CENTER

Construction Reimbursement Agreement	\$2,375,000
Inspection/Oversight	\$237,500
Contingencies	<u>\$237,500</u>
TOTAL ESTIMATED COST	<u>\$2,850,000</u>

EXHIBIT 2

25H-49

25H-50

**JOINT USE AGREEMENT BY AND BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT
AND THE CITY OF SANTA ANA
(GARFIELD ELEMENTARY SCHOOL)**

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into to be effective on the ___ day of _____, 2012, by and between the Santa Ana Unified School District ("District"), a public school district duly organized and existing under the laws of the State of California, and the City of Santa Ana ("CITY"), a charter city and municipal corporation duly organized and existing under the constitution and laws of the State of California.

RECITALS:

1. The District owns and operates Garfield Elementary School which is located at 850 Brown Street, Santa Ana, California ("School"), and has property on the School site that is suitable for use for community programs.
2. California Education Code §10900 et seq. authorizes the District to organize, promote and conduct programs for community recreation, and to cooperate in providing community recreation programs and facilities.
3. The City and District desire to undertake a coordinated use of a 10,000 sq. ft. Community Center on the School site ("Community Center") to allow maximum use by community residents in order to coordinate, schedule and conduct community programs.
4. The coordinated use of the Community Center is intended to benefit the families that live in the immediate vicinity of Garfield Elementary School.
5. The partnership between the City and District created by this Joint Use Agreement is intended to improve general health and wellness for the residents of the Garfield community.
6. City and District desire to enter into this Agreement to provide for joint use and maintenance of the Community Center, and parking lots at Garfield School.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. **DEFINITIONS.** The following definitions shall apply to the terms as used in this Agreement:
 - A. **Joint Use Facilities**" shall mean the Community Center and parking lots, but not the 2nd floor of the Community Center, which is available for City use and programming at all times, all as identified in **Exhibit "A"** attached hereto,

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- B. **“Technical Advisory Committee”** shall mean that certain committee created and appointed by the City Manager of the City and the Superintendent of the District pursuant to the Joint Use Agreement between the parties pertaining to the Godinez High School at Centennial Park. The Technical Advisory Committee shall be responsible for resolving conflicts in scheduling of the Joint Use Facilities at Garfield School.
- C. **“Regular School Hours”** shall mean 8:00 am through 4:00 pm, Monday through Friday (excluding state and national holidays observed by the District) unless changed by agreement of the parties.
- D. **“District Time”** shall mean the time during Regular School Hours, when the District shall have the right to schedule use of the Joint Use Facilities.
- E. **“City Time”** shall mean those days and hours, outside of Regular School Hours and weekends, when the City shall have the right to schedule use of the Joint Use Facilities.
- F. **“School”** shall mean the specific District school identified in the above Recitals.

2. **TERM AND COMMENCEMENT.** This Agreement shall commence on _____, 2012, and shall run for a term of 30 years. Upon the written agreement of the parties, the term may be extended for up to two additional ten (10) year terms.

3. **PERMITTED USE OF FACILITIES.** The rights of the City to schedule use of the Joint Use Facilities shall be determined based on the following,

District Use. District shall have the right, without prior consent of the City, to schedule use of the Joint Use Facilities during Regular School Hours for both the regular school year and any summer school and, on a first priority basis, for activities during City Time upon timely notice to the City and in compliance with the provisions herein (“District Use”). However, if City has already scheduled a program for the 1st Floor, then District shall use its reasonable efforts to provide City with an acceptable alternate location on the Garfield School Site.

- 1) District Use shall not include use of the 2nd floor of the Community Center.
- 2) A separate point of access or agreed upon control system will be provided for the City's use of the 2nd floor of the Community Center.

B. City Use and Overall Programming Responsibilities.

- 1) CITY shall have exclusive use of the 2nd floor of the Community Center and the parking lot located north of the Community Center during school hours. During non-school hours and weekends, City shall have access and use of all parking lots on the Garfield site.

- 2) The CITY shall be responsible for and have the authority to schedule use of the Joint Use Facilities during City Time.
 - 3) The CITY shall establish a system to provide for the coordination and scheduling of its use of the Joint Use Facilities, including a procedure for reserving the use of the Joint Use Facilities.
- C. District Priority for Use of Joint Use Facilities. Priority will be given to any School or District need for the use of the Joint Use Facilities during City Time. The City shall inform third-party organizations that those organizations may not have use of the Joint Use Facilities due to District Use during City Time. If one of those organizations is unable to use the Joint Use Facilities during City Time because of a District Use, the District will use its reasonable efforts to attempt to find an acceptable alternative location on the Garfield School site for that organization's use during the time of District Use.
- E. City Programming.
The City may conduct programs itself or do so through a third party, so long as they are done in the same manner and under the same conditions as programming in other City facilities and so long as they meet any applicable State and Federal anti-discrimination requirements and school-site safety standards, such as the prohibition of alcoholic beverages and tobacco. The City shall also comply with all restrictions on admission fees or other charges per Education Code Section 10900, et seq., when it charges and collects and retains reservation fees, user fees or other charges for City Use of Joint Use Facilities. The City shall not charge the District and the District shall not charge the City for any use of the Joint Use Facilities and/or the 2nd floor of the Community Center. District acknowledges that the funds being provided by City for the Community Center are received by City pursuant to the CDBG Program, as amended, and that expenditures of CDBG funds must be in accordance with the CDBG Program and its requirements (24 CFR 570.503 and 24 CFR 570.504). Upon the expiration of this Agreement, any unexpended CDBG funds received by District shall be returned to City unless otherwise provided for in this Agreement or directed by the City.
- D. Scheduling Conflicts.
To the extent scheduling conflicts cannot be resolved informally by the parties, the Technical Advisory Committee shall be responsible for resolving conflicts in the Joint Use Facilities at the School.
- D. Insurance.
The CITY shall insure that, as to the reservation of use of the Joint Use Facilities by persons and organizations, that each such person or organization shall have in effect at the time of use general liability insurance coverage in the amount of at least \$1,000,000 per occurrence, and that the City and District are named as additional insureds on the applicable insurance policies.
- E. Supervision of Joint Use Facilities.

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- 1) The District shall be responsible for appropriate supervision while using the Joint Use Facilities;
- 2) The City shall be responsible for appropriate supervision while using the Joint Use Facilities. The City shall provide a level of supervision and security commensurate with that provided at City-owned facilities at all times while using Joint Use Facilities (and for reasonable periods of time immediately prior to and following such use).

4. Repair, Maintenance and Utilities

A. Except as indicated herein, District shall be responsible for and pay all necessary costs of the Joint Use Facilities incurred for the following:

- 1) All maintenance and repairs;
- 2) Additionally, at the end of each use of the 2nd floor of the Community Center, the District shall return it to its original state, including the timely repair of any damage done during the District's use.

B. CITY shall be responsible for and pay all necessary costs on the 2nd floor of the Community Center incurred for the following:

- 1) All maintenance and repairs;
- 2) Additionally, at the end of each use of the Joint Use Facilities, the CITY shall return it to its original state, including the timely repair of any damage done during the City's use.

C. Written notification of any damage shall be made known to the other party within five (5) working days of the discovery of damage.

D. Utilities.

- 1) The DISTRICT will pay for all electrical costs for the Joint Use Facilities.
- 2) The CITY will pay for all electrical costs for the 2nd floor of the Community Center.

5. Further Funding Sources.

The parties to this Joint Use Agreement will cooperate in good faith to seek further funding for improvements to the Joint Use Facilities and other common areas at the School and agree that if such funding and improvements are made, that this Joint Use Agreement will be amended to encompass the renovated areas and additional provisions related thereto.

6. Materials and Equipment.

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- A. The CITY shall supply all equipment and supplies to be provided or shared by the parties in carrying out the programs by this Agreement for the 2nd floor of the Community Center.
 - B. The District shall supply all equipment and supplies to be provided or shared by the parties in carrying out the programs by this Agreement for the Joint Use Facilities.
7. Change in Use Of Joint Use Facility.
Since Community Development Block Grant (CDBG) funds are being used for construction of the Joint Use Facility, and to the extent required by applicable statutes or regulations, the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, cannot be changed, unless the City as the recipient and the District as the subrecipient, provide affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
- A. The new use of such property qualifies as meeting one of the national objectives in 24 CFR Sec. 570.208 (formerly Sec. 570.901) and is not a building for the general conduct of government; or
 - B. The following requirements are met: If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.
 - C. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 CFR Sec. 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.
 - D. Following the reimbursement of the CDBG program in accordance with this section, the property no longer will be subject to any CDBG requirements.
8. Cooperation of the Parties. The City and District shall cooperate and take all actions necessary to achieve the purposes of this Agreement. Each party shall designate a particular person to be responsible for the performance of that party's duties and responsibilities pursuant to this Agreement.
9. Liability And Indemnification.
- A. The City shall be solely financially responsible for damages caused by or during City Use.
 - B. The City shall indemnify, defend, and hold harmless District, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or

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damages of any kind or nature arising out of or in connection with City Use, activities or programs sponsored by City under this Agreement, third party activities programmed or sponsored by the City, and City programming outside of City Time, except to the extent those which arise out of a dangerous/defective condition of District property or due to the sole negligence of the District.

C. The District shall indemnify, defend, and hold harmless the City, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of its operation of the School, including use, operation, maintenance and repair of the Joint Use Facilities, except as provided in "B" above.

10. Insurance. Both the City and the District shall maintain, for the period covered by this Agreement, at their own respective costs, their own respective policy or policies of general liability insurance and property insurance. Each party waives subrogation of its insurance coverage for the other entity. Self-insurance authorized by state law and/or maintained by the City or the District in the regular course of business for its other activities shall satisfy this requirement.

11. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other shall be in writing and shall be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed as follows.

CITY: Attn.: Gerardo Mouet,
Executive Director, Parks, Recreation & Community Services Agency
20 Civic Center Plaza, M-75
P.O. Box 1988
Santa Ana, CA 92702

SAUSD: Attn.: Joe Dixon
Assistant Superintendent, Facilities & Governmental Relations
Santa Ana Unified School District
1601 E. Chestnut Avenue
Santa Ana, Ca, 92701

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

13. Breach of Agreement. If either party defaults in the performance of any of the terms or conditions of this Agreement, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting party fails to cure its default within such period of time or provides notice to the other party of the defaulting party's diligent

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efforts to cure the default, the non-defaulting party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of a party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

14. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
15. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

ACCEPTED AND AGREED as of the last date written below:

City of Santa Ana

Dated: _____, 20__

By: _____

Print Name: Maria D. Huizar

Print Title: Clerk of the City Council

Dated: _____, 20__

By: _____

Print Name: Paul Walters

Print Title: City Manager

Approved as to Form

Dated: _____, 20__

By: _____

Print Name: Sonia R. Carvalho, City Attorney

Print Title: By Lisa E. Storck, Assistant City Attorney

Santa Ana Unified School District

Dated: _____, 20__

By: _____

Print Name: Joe Dixon

Print Title: Assistant Superintendent, Facilities & Governmental Relations

Dated: _____, 20__

By: _____

Print Name: Michael P. Bishop, Sr.

Print Title: Deputy Superintendent, Operations

Approved as to Form

Dated: _____, 20__

By: _____

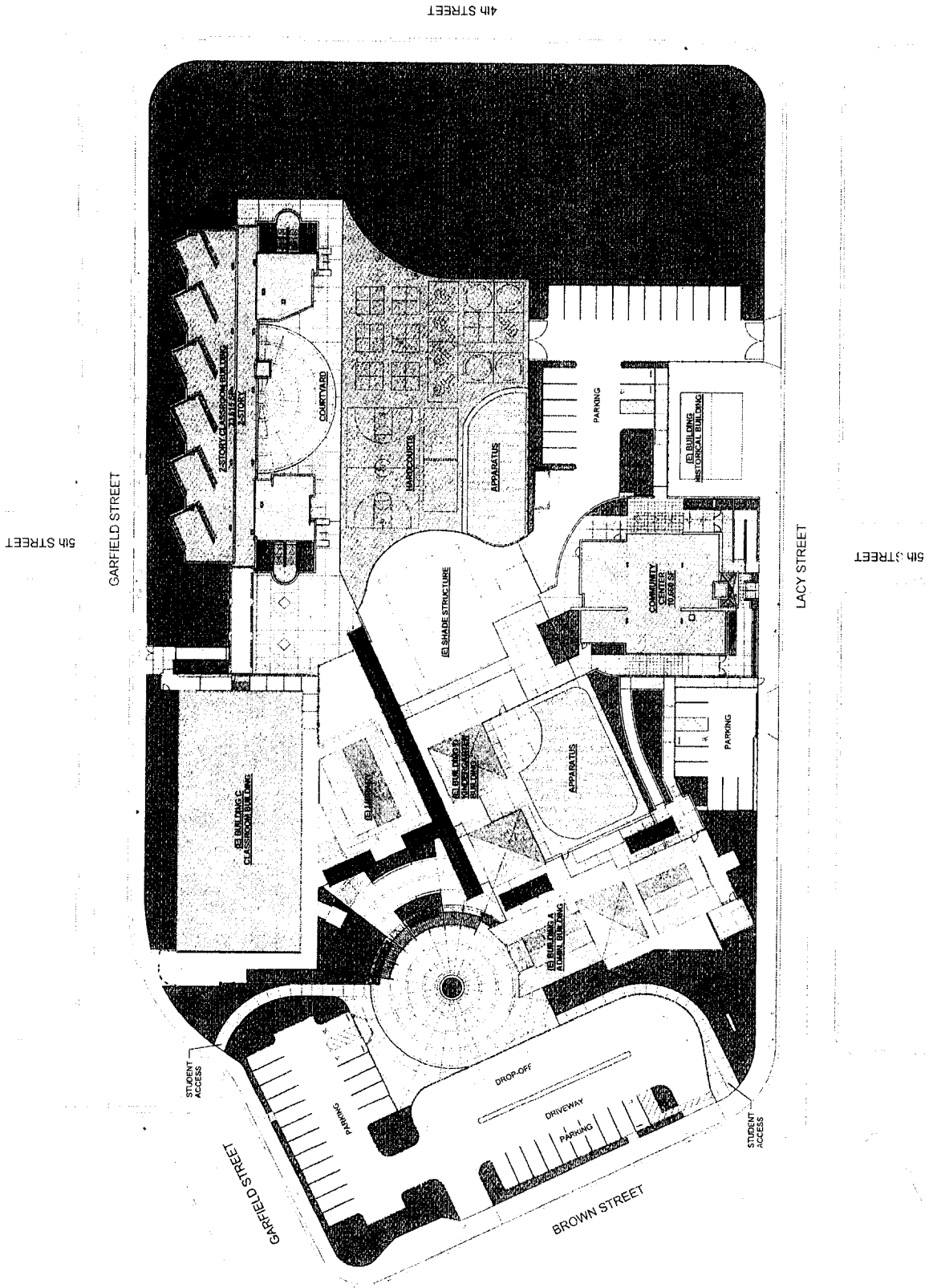
Print Name: Philip J. Henderson

Print Title: Attorney, Orbach Huff & Suarez

GARFIELD ELEMENTARY SCHOOL
SANTA ANA UNIFIED SCHOOL DISTRICT



Scale: 3/64" = 1'-0"
June 15, 2012



SITE PLAN

25H-60