CONTRACT FOR SERVICES

This agreement is entered into this ___day of ________, 199__, by and between:

HOUSING AUTHORITY OF THE
CITY OF SANTA BARBARA,
a body corporate and politic (herein
called the “Housing Authority” or the “LHA”) and

SANTA BARBARA CITY COLLEGE
INSTITUTE FOR BUSINESS ASSISTANCE,
a municipal educational institute
(herein called the “SBCC/IBA”) Recitals

This Contract is made with reference to the following facts:

A. Whereas, the Housing Authority has entered into contract with the United States of America, acting through the Department of Housing and Urban Development (hereafter referred to as the “Government”), pursuant to and under Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et seq.), as amended by Section 581 of the National Affordable Housing Act of 1990 (NAHA), approved November 28, 1990, Pub. L. 101-625, known as the Public and Indian Housing Drug Elimination Program (PHDEP); Section 161 of the Housing and Community Development Act of 1992 (HCDA 1992) (Pub. L. 102-550, approved October 28, 1992); 24 CFR Part 135 in accordance with 24 CFR 761.40 and 24 CFR Part 5, Subpart A; and

B. Whereas, the Housing Authority wishes to undertake activities that include LHA resident participation in activities that prevent substance abuse, further education, and support their socioeconomic advancement; and

C. Whereas, the Housing Authority wishes to undertake an Adult Career Entrepreneurial Training program to ensure a higher rate of socioeconomic and personal success for LHA residents and other qualified low-income City residents in starting their own small businesses; and

D. Whereas, SBCC/IBA is qualified and willing to undertake the programs, activities and functions specified herein in furtherance of the goals set forth above; and
WHEREAS, the Housing Authority desires that SBCC/IBA undertake said Adult Career Entrepreneurial Training program.

Agreement

The Housing Authority and SBCC/IBA agree as follows:

1. **Scope of Services**

The services to be provided by SBCC/IBA include but are not limited to the following:

1.1 SBCC/IBA will provide an intensive eight-week Adult Career Entrepreneurial Training program to begin in June 1997 and end in August 1997.

1.2 SBCC/IBA will provide this career training three nights a week (Monday, Wednesday and Thursday) to those low-income City residents selected mutually by the Housing Authority and SBCC.

1.3 SBCC/IBA agrees to provide four hours of classroom time each evening in addition to four hours of outside field work in order to complete the research and writing of individual business plans, as well as the other documentation necessary for business licenses, DBAs, and other required paperwork specific to the business each resident/participant will be starting. SBCC/IBA shall provide a total of 96 hours of classroom instruction pursuant to the goals and purposes of this Agreement.

1.4 SBCC/IBA will enroll and train a minimum of 20 Housing Authority residents/program participants in accordance with the goals and purposes of this Agreement.

2. **Funding and Procedure for Payment/Transfer of Funds**

The total cost of the program shall not exceed $24,000. The Housing Authority will pay $12,000 to SBCC/IBA upon execution of this Contract, and a second payment of $12,000 on July 7, 1997, upon receipt of an appropriate invoice and assuming satisfactory performance by SBCC/IBA.

3. **Financial and Progress Report Requirements**

SBCC/IBA shall provide two financial statements and reports evidencing administrative and direct program costs to the Housing Authority as they may reasonably require on the status of funds, functions and activities for the period covered. Said reports shall be submitted to Housing Authority by July 15, 1997 (start-up report) and on September 8, 1997 (completion report). Said reports shall include a description of progress made in implementing the program.
4. **Source of Funds**

The parties agree that the source of funds for this program shall be the PHDEP grant funds received by the LHA from the government pursuant to their Grant Award dated December 5, 1996, and shall be used in accordance with all applicable federal regulations including, but not limited to, the April 8, 1996 PHDEP FFY 1994 Notice of Funding Availability (NOFA), 24 CFR Parts 761, 84 and 85, OMB Circular Nos. A-110, A-122, A-87, and A-133. The Single Audit Act and OMB Circular Nos. A-110, A-122, A-87, and A-133 establish principles and standards for determining allowable costs of programs under grants from, and contracts with the Federal government, and are to be adhered to by all subgrantees.

5. **Maintenance of Records**

SBCC/IBA agrees to maintain books, accounts, payroll records and other information relating to the performance of its obligations under this Agreement which shall adequately and correctly reflect expenses incurred by SBCC/IBA in the performance of its work hereunder and, on the file with SBCC/IBA. Said books and records shall be open to inspection and audit by the Housing Authority or the Government during regular business hours for three year after expiration of this Agreement. In addition, and upon request of Housing Authority and/or the Government, SBCC/IBA shall submit for filing in Housing Authority’s office complete set of other information relating to the performance of its obligations under this Agreement.

6. **Termination of Agreement**

This Agreement, and all services to be rendered hereunder, may be terminated at anytime after receipt of 30 day’s written notice from either party with or without cause. In such event, all finished and unfinished documents, required reports, and financial statements shall be delivered to the Housing Authority. In the event of such termination, SBCC/IBA shall be paid for all work performed and costs incurred under this Agreement to date that are justified and mutually agreed upon by SBCC/IBA and the Housing Authority.

7. **Equal Opportunity Requirements**

SBCC/IBA shall implement this Agreement in accordance with the following:

SBCC/IBA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age or national origin. SBCC/IBA shall take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, sex orientation, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
Additions Equal Opportunity Requirements:


7.3 The requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.

7.4 The requirements of Section 3 of the Housing and Urban Development Act of 1968. (12 U.S.C. 1701u) that (1) to the greatest extent feasible, opportunity for training and employment arising in connection with the planning and carrying out any project assisted with grant funds to be given to low-income persons residing within the unit of general local government or the metropolitan area (or nonmetropolitan county) as determined by HUD, in which the project is located; and (2) to the greatest extent feasible, contracts for work performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

7.5 The requirements of Executive Order 11635 and 12432 (concerning minority business enterprise) and 12138 (concerning women’s business enterprise). Consistent with HUD’s responsibilities under these Orders SBCC/IBA must make efforts to encourage the use of minority and women’s business enterprises in connection with grant-funded activities. 24 CFR 85.36 (e) describes actions to be taken by SBCC/IBA to assure that minority business enterprises and women’s business enterprises are used when possible in the procurement of property and services.

7.6 SBCC/IBA shall maintain records of its efforts to comply with the requirements described in Paragraphs 7.4 and 7.5 above.

7.7 Indian Preference. The provisions of 24 CFR Part 761 apply.
7.8 SBCC/IBA will comply with the Housing Authority’s “Policy on Sexual Harassment,” incorporated by reference herein. SBCC/IBA agrees and understands that sexual harassment of a Housing Authority Employee or program participant by an SBCC/IBA independent contractor constitutes a material breach of contract.

8. Lobbying

General Prohibition. No funds disbursed pursuant to this Agreement may be used to pay any person for influencing, or attempting to influence, Executive or Legislative branch personnel in connection with the award of any federal contract, the making of any federal grant or loan, or the entering into of a cooperative agreement. Exceptions to this prohibition are described in OMB Interim Final Guidance.

No funds disbursed pursuant to this agreement may use by any person to influence, or attempt to influence, federal, state or local legislation.

9. Interest of Certain Federal Officials

SBCC/IBA agrees that no member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to share any or part of the proceeds of this Agreement, or to any benefit to arise from the same.

10. Interest of Public Body Personnel

No member, officer or employee of the Housing Authority, no member of the governing body of the locality in which the Housing Authority was activated, and no other public official of such locality or localities who exercises any responsibilities or functions with respect to the Housing Authority’s program, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or proceeds thereof.

11. Other Representations and Warranties

11.1 SBCC/IBA warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Housing Authority the right to terminate this Contract.

11.2 The SBCC/IBA shall not assign or transfer any interest in this contract except that claims for moneys due from the Housing Authority under the contract may be assigned to a bank, trust company, or other financial institution.
12. Drug-Free Workplace

SBCC/IBA agrees that during the performance of the Contract that it will maintain a drug-free workplace in accordance with 24 CFR Part 24, Subpart F.

13. Contract Changes

The Housing Authority may, before or during performance of the Contract, request changes in the scope of the service to be performed under this Contract. Such changes, including any increase or decrease in the amount of SBCC/IBA’s compensation which are mutually agreed upon between the Housing Authority and SBCC/IBA, shall be incorporated into a written amendment to this Contract.

14. Hold Harmless

SBCC/IBA agreed to investigate, defend, indemnify and hold harmless the Housing Authority, its officers, employees, and agents from and against any and all loss, damages, liability, claims, demands, detriments, costs, charges and expenses (including attorney fees) and causes of action of whatever character which the Housing Authority may incur, sustain, or to be subjected to on account of loss or damages to property and loss of use thereof and for bodily injury and death of any person including but not limited to property, employees, subcontractors, agents and invites of each party hereto arising out of or in any way connected with the work to be performed by SBCC/IBA or its agents pursuant to this Agreement, except for any claims that arise from the sole negligence or willful misconduct of the Housing Authority.

15. Indemnification

SBCC/IBA agrees to defend at Housing Authority’s request, and to hold Housing Authority harmless and to pay any and all costs (including attorneys’ fees) fines, expenses, or other penalty or assessment imposed on Housing Authority by the Department of Housing and Urban Development or incurred by Housing Authority as a result of any claimed or actual breach of requirements or regulations of said Department in SBCC/IBA’s performance of this Agreement.

16. Insurance

SBCC/IBA shall maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, or a program of self-insurance, protecting against claims for bodily injury and property damage liability limits of not less than One Million Dollars ($1,000,000 single limit coverage). SBCC/IBA agrees that Housing Authority, the Housing Authority Commission and members thereof, and Housing Authority’s officers, agents, and employees shall be named as additional insureds under such liability insurance policy, policies, or program of self-insurance.
A certificate of insurance evidencing such insurance coverage shall be filed with the Housing Authority within ten (10) days of the execution of this Agreement by SBCC/IBA and said policy shall include an endorsement providing that such insurance or program of self insurance coverage shall not be canceled or reduced without at least thirty (30) days prior written notice to the Executive Director of the Housing Authority. Said certificate of insurance shall also provide that the insuree waives any right of contribution which it may have against any other insurance carrier by an additional insured. At least thirty (30) days prior to the expiration of any such policies, a policy or a program of self-insurance showing that such insurance coverage has been renewed or extended shall be filled with the Executive Director of the Housing Authority.

17. Dispute Resolution

Dispute resolution shall be resolved with interagency mediation between the Housing Authority’s Director of Resident Services and SBCC/IBA’s Program Director who shall have the ultimate representation for their respective organizations.

18. Term of Agreement

This Agreement shall begin on the above-written date, and end on August 1, 1997.

In witness whereof, the parties hereto have executed this Agreement in duplicate on the first above-written date.

SANTA BARBARA CITY COLLEGE  
INSTITUTE for BUSINESS ASSISTANCE,  
a municipal educational institute  

HOUSING AUTHORITY OF THE  
CITY OF SANTA BARBARA,  
a body corporate and politic

______________________________  
Charles Hanson,  
Vice President, Business Services

______________________________  
Robert G. Pearson  
Secretary

ATTEST:  

______________________________  
for SBCC/IBA

ATTEST:  

______________________________  
Assistant Secretary
### SANTA BARBARA COMMUNITY COLLEGE DISTRICT

**BUSINESS SERVICES**

**BID TABULATION**

<table>
<thead>
<tr>
<th>Project: Replace Roofs: PE Lookers, PS, Admin/Hlth Tech, HRC, DM Bldg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid #: 477</td>
</tr>
<tr>
<td>Date: 4/15/97</td>
</tr>
<tr>
<td>Time: 3:00PM</td>
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#### Replacement of Roofs

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<thead>
<tr>
<th>Contractor</th>
<th>Admin</th>
<th>Drama/Music</th>
<th>HRC</th>
<th>P.E.</th>
<th>Physical Science</th>
<th>Bid Form</th>
<th>Contractor's Licensing STMT</th>
<th>Experience Statement</th>
<th>Sub List</th>
<th>Signature</th>
<th>MBE/DWE</th>
<th>Bond</th>
<th>Addendum</th>
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<td>Ray Crest Roofing</td>
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</tbody>
</table>

**BIDS OPENED BY:** Betty Barville

**BID OPENING ATTENDED BY:** Alex Pitman, Gran Knox, Devon Duval, Dr. Charles Hanson, representative from each company

**COPY SENT TO:** Purchasing, Accounting, Business Managers Office
## SANTA BARBARA COMMUNITY COLLEGE DISTRICT

### BID TABULATION

<table>
<thead>
<tr>
<th>Project: Humanities Building - H.V.A.C. Renovation</th>
<th>Bid #: 478</th>
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</thead>
<tbody>
<tr>
<td>Date: May 6, 1997</td>
<td>Time: 3:00 P.M.</td>
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<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alternate A</th>
<th>Alternate B</th>
<th>Bid Bond</th>
<th>Addenda (4)</th>
<th>Sub Contractor list</th>
<th>Contractor's Licensing Statement</th>
<th>Experience Statement</th>
<th>MB/WB</th>
<th>Signed</th>
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<td>ACCO</td>
<td>$505,843.00</td>
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Bid Opened by: Betty Banville

Bid Opening Attended by: Lloyd Bush; G.V.E.C., Julie Bischoff, J.W. Bailey, Jack Pullen; ACCO, Richard Pullen; ACCO, John Maloney, Steve Metsch; Prism Architects, John Carroll; Carroll Construction, Jon Jorgensen, Alex Pittmon, Raymundo Maya, Sheri Ray
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Bid Bond</th>
<th>Addenda (1)</th>
<th>Sub Contractor list</th>
<th>Contractor's Licensing Statement</th>
<th>Experience Statement</th>
<th>MB/WB</th>
<th>Signed</th>
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</thead>
<tbody>
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<td>Bailey Construction</td>
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</table>

Bid Opened by: Betty Banville

Bid Opening Attended by: Lloyd Bush; G.V.E. C., Julie Bischoff; J.W. Bailey, Jack Pullen; ACCO, Richard Pullen; ACCO, John Maloney, Steve Melsch; Prism Architects, John Carroll; Carroll Construction, Jon Jorgensen, Alex Pittmon, Raymundo Maya, Sheri Ray
May 8, 1997

Mr. Gran Knox
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93102-2394

Reference: Santa Barbara City College
Roof Replacement

Dear Mr. Knox:

In response to your questions the following comments are offered:

1. Upon thorough review of the specifications and Chapter 34 of the Public Contract Code, Article 5, it is apparent that the specifications do comply with the Code. The bidding had not been limited to one specific concern. The specifications mention two manufacturers of comparable quality or utility and is followed by the words "or equal". The Code requests such wording.

The specifications (Section 1.10 - Alternates, Item C.) go even further and beyond the Code stating contractor can offer a proven equivalent and states the products mentioned are not proprietary and shall be deemed to be as followed by the words "or equal". Continuing on, the specifications further state, a contractor may offer any material for comparison, and may request that any provision in the specifications be modified/voided in offering an equivalent. The specifications (Section 1.10 - Alternates, Item I.) state it is the intent to comply with Section 3400 of the California Public Contract Code.

Also, a provision in the Code (Article 5, Section 3400, Item 2) states that in those instances where the product is designated to match others in use, or in the course of completion, the specifications may limit the work to one concern. (Original specifications include Wake Center, Garvin Music & Drama, Men's Locker Room, Humanities, Pershing Park Storage, Book Store and most of Administration have existing Tremco long-term warranties). It is hoped that the College will not void existing warranted roof systems. the H.R.C. has an existing warranted Schuller roof system.
2. Other manufacturers can meet the specifications by being comparable in quality and/or utility and can be considered by request and review by the College. Again however, no bid was submitted and therefore no system or manufacturer was submitted for review. No decision could be made as to acceptance or rejection. (See U.L. book and list of cold-process manufacturers).

There are other items in the specifications that must also, however, be met: items outside the Public Contract Code, yet equally important, i.e., a) U.L. Class "A" fire rating for the entire system, b) full system warranty; no exclusions, c) SCAQMD and Santa Barbara County VOC compliance etc. These items are somewhat mandated and all manufacturer’s systems must also comply to be considered.

3. Any contractor can bid the specification because they only have to submit a system, with which they are approved and request consideration as a comparable equal or request the College consider it and its benefits versus the specifications. No contractor was kept from bidding.

The College may wish to consider the use of Performance Specifications without mentioning any manufacturers. The contractor would be required to research all manufacturers products/systems for compliance before submittal. Several local public entities, such as Ventura County, Vandenberg Air Force Base, Santa Monica Malibu School District, and many others have chosen this method versus the listing of manufacturers.

If you should have any further questions please do not hesitate to contact me at your convenience.

Sincerely,

INDEPENDENT ROOFING CONSULTANTS

Philip L. Penney
President

PLP/k
5. BUSINESS SERVICES

5.2 BUSINESS ACTION ITEMS

b. ACCEPTANCE OF BIDS AND AUTHORIZATION TO AWARD CONTRACTS FOR ROOFS (Bid #477)

On April 24, the Board deferred action on this item (5.2-c) until today’s meeting. Several questions regarding the roof specifications were raised at the meeting. To address the specifications issues the college engaged an independent roofing consultant to review our specifications and general conditions. The consultant will be present at the Board meeting to verify the district specifications were biddable with several manufacturers’ products, and the district met the requirements of the Public Contracts Code. The procedural elements have been reviewed by district legal counsel and determined to be proper and complete.

The district staff recommends we accept the six bids received on April 15, 1997, and contracts be awarded to the low bidders as follows:

<table>
<thead>
<tr>
<th>Admin (Health Tech)</th>
<th>Channel Roofing</th>
<th>$54,390</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drama/Music</td>
<td>Rey Crest Roofing</td>
<td>60,291</td>
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<tr>
<td>HRC</td>
<td>Rey Crest Roofing</td>
<td>21,339</td>
</tr>
<tr>
<td>PE (locker area)</td>
<td>Channel Roofing</td>
<td>74,832</td>
</tr>
<tr>
<td>Physical Science</td>
<td>Eberhard Roofing</td>
<td>117,876</td>
</tr>
</tbody>
</table>

The Superintendent/President recommends the bids be accepted and contracts awarded to contractors listed above in the amounts indicated.

Attachment 5.2-b

c. ACCEPTANCE OF BIDS AND AWARD OF CONTRACT FOR HUMANITIES BUILDING H.V.A.C. RENOVATION (Bid #478)

On May 6, four bids were received on the HVAC renovation for the Humanities Building. The low bid of $431,000 was from Carroll Construction of Santa Barbara as shown in the attachment.

The Superintendent/President recommends the bids be accepted and the contract for the Humanities HVAC renovation be awarded to Carroll Construction Co. in the amount of $431,000.

Attachment 5.2-c
d. ACCEPTANCE OF BIDS AND AWARD OF CONTRACT FOR THE HUMANITIES CLASSROOM REMODEL (Bid #479)

On May 6, three bids were received on the classroom remodel in Humanities. The third floor houses English as a Second Language and Foreign Language classrooms and labs. The low bid of $127,477 was from Bailey Construction of Santa Barbara as shown in the Attachment.

The Superintendent/President recommends acceptance of bids and award of the contract for Humanities classrooms remodel to J. W. Bailey Construction of Santa Barbara in the amount of $127,477.

Attachment 5.2-d