FINDINGS AND DETERMINATIONS RE.

(1) ALLEGED VIOLATIONS
OF SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT
(Public Contract Code §4100 et seq.) (the "Act")
and
(2) ALLEGED BREACHES OF SECTION 18 OF THE
ARTICLES OF AGREEMENT

The Santa Barbara Community College District (the "District") makes the following findings and determinations after the conclusion of the public hearing required by Public Contracts Code §4110:

I. FINDINGS RE. PRELIMINARY MATTERS AND JURISDICTION:

1. The District, as the "awarding authority" referred to in Section 4110, conducted a public hearing (the "Hearing") on December 17, 1998, at 5:00 p.m. on the campus of Santa Barbara City College. In attendance on behalf of the District were: Luis Villegas and Desmond O'Neill, Trustees; Alex Pittmon and John DaFoe, District staff; Don Ziemer, architect; and Terry Schwartz, counsel. Charles L. Hanson, Vice President, Business Services, as Hearing Officer.

2. Five days' written notice of the time and place of the Hearing was given to Goodrich-Baas & Associates ("GBA") as required by Section 4110. Three representatives of GBA (Mr. Baas, Mr. McBride and Mr. Aines) attended the Hearing at the time and place specified in the notice. A copy of the notice is attached as Exhibit A.

3. During the course of the Hearing, the GBA representatives were given the opportunity to submit evidence about possible violations of the Act and the Articles of Agreement (the "Articles"), to comment on, and respond to, questions by the Hearing Officer and to submit pertinent written documentation all concerning the work of improvement commonly known and referred to as "Administration Building - Technologies Remodel" (the "Project").

4. The possible violations of the Act specifically raised and discussed during the Hearing were the subletting or subcontracting of portions of the Project contrary to the provisions of the Act and Section 18 of the Articles with respect to the following portions of the Project work:

   A. Division 2: Site Work - Section 02219 "Structural Excavation and Backfill."
   B. Division 4: Masonry - Section 04270 "Glass Unit Masonry."
   C. Division 10: Specialties - Section 10100 "Tack Boards/Marker Boards."

   All further statutory references are to the Public Contracts Code unless otherwise indicated.

Item 2.1-a
01/07/99
5. At the conclusion of the Hearing, the GBA representatives were invited to submit thereafter any further written documentation or evidence pertinent to the issues discussed at the Hearing. As of the close of business on December 22, 1998, no such further evidence or documentation has been received from GBA.

II. FACTUAL FINDINGS AND DETERMINATIONS:

1. Following written notice to contractors, competitive bids were received on or about December 16, 1997, from general contractors for the performance of the work required to construct the Project. GBA was among those persons or entities submitting bids.

2. The bid package submitted to the District by GBA included a written document entitled "Subcontractor List" which identified or purported to identify, as required by the Act and pertinent provisions of the contract documents for the Project, all subcontractors who were to perform work or render labor or service to the contractor in or about the Project in an amount in excess of one-half of one percent of the prime contractor's total bid. A copy of GBA's Subcontractor List is attached as Exhibit B.

3. The GBA base bid (including a bid alternate) was in the amount of $1,989,961.32 and GBA was, in due course, determined to be the low bidder for the Project. Effective December 19, 1998, GBA and the District entered into a written contract – the Articles – providing for GBA to perform the work required to construct the Project. A copy of said Articles is attached as Exhibit C.

4. Following entry into its contract with the District, GBA submitted to the District additional written documentation further detailing the subcontractors who were to perform portions of the Project work. Copies of such additional written documentation are attached as Exhibits D1 and D2.

5. Division 4: Masonry

A. In GBA's initial written Subcontractor List (Exhibit B), GBA did not list any subcontractor to perform the work identified in the Project specifications as Division 4: Masonry - Section 04270 "Glass Unit Masonry." In GBA's subsequent written documentation (Exhibits D1 and D2) GBA specifically listed itself to perform the Division 4: Masonry portion of the Project.

B. Notwithstanding the fact that GBA's initial Subcontractor List failed to list any subcontractor to perform the Division 4: Masonry portion of the Project and that GBA later specifically listed itself to perform that work, on or about October 21, 1998, GBA entered into a written contract with Glassblock Installations (California Contractor License Number 495410) to "furnish all labor and material" necessary to perform the Division 4: Masonry - Glass Unit Masonry portion of the Project and to complete the performance of that work "in a workmanlike and timely manner." The total price specified in GBA's subcontract with Glassblock Installation is $32,000.00 which amount is greater than one-half of one percent of GBA's total bid for the Project. A copy of GBA's contract with Glassblock Installation is attached as Exhibit E.

C. GBA's statements at the Hearing to the effect that it had no contract regarding the work specified in Division 4 for the Glass Unit Masonry except for the supply of materials were false.
6. Division 2: Site Work.

The amount of excavation called for within the original scope of the Project work did not exceed one-half of one percent of the GBA contract sum and, accordingly, no subcontractor was required to be listed by GBA in its Subcontractor List or elsewhere.

7. Division 10: Specialties.

A. Although the dollar value of the Project work encompassed within Division 10: Specialties - Section 10100 "Tack Boards/Marker Boards" does exceed one-half of one percent of the GBA contract sum, GBA failed to list any subcontractor in its initial Subcontractor List and later listed itself to perform this work.

B. A specialty contractor has, in fact, supplied all of the materials used in the performance of this Division 10 work and has, in addition, performed some of the work required for the installation of those materials. At the Hearing, the GBA representatives claimed that they had no actual contract with the specialty contractor except to supply materials and that very little of the actual work has yet been carried out. A copy of the contract proposal by the specialty subcontractor to GBA is attached as Exhibit F.

III. CONCLUSIONS AND DETERMINATIONS:

1. The District concludes and determines that GBA was not required to list any subcontractor for the Division 2: Site Work excavation work contemplated within the original scope of the Project.

2. The District cannot conclude that GBA has, in fact, subcontracted or sublet all or any portion of the performance of the work specified in Division 10: Specialties - "Tack Boards/Marker Boards." Consequently, the District makes no determination concerning this issue; no violation is found or established.

3. The District concludes and determines that GBA violated the Act by subletting or subcontracting that portion of the Project work specified in Division 4: Masonry "Glass Unit Masonry" despite GBA's submission of written documentation to the District - both in its original bid package and later - that represented that GBA was itself going to perform that work. This violation was also a breach of Section 18 of the Articles.

4. The District is entitled under Section 4110 and Section 18 of the Articles to exercise the option in its sole discretion of canceling the District's contract with GBA.

Dated: ____________________ Hearing Officer

Charles L. Hanson
Vice President, Business Services

CLH:ba
NOTICE OF HEARING

(Public Contracts Code §4110)

TO:  GOODRICH-BAAS & ASSOCIATES ("GBA")

PLEASE TAKE NOTICE that a public hearing will be held on December 17, 1998, at 5:00 p.m., in Room A-130 of the Santa Barbara City College, 721 Cliff Drive, Santa Barbara, California, for the purpose of inquiring into possible violations by GBA of the Subletting and Subcontracting Fair Practices Act (Public Contracts Code §§4100-4114) (the "Act") and breaches by GBA of Section 18 of the Articles of Agreement dated December 19, 1997, (the "Articles") and related contract documents, between the Santa Barbara Community College District (the "District") and GBA.

Without limiting the generality of the foregoing, GBA is invited to appear at the hearing and there present any and all evidence, both oral and documentary, concerning: (a) the Subcontractor List submitted with GBA's bid package on or about December 16, 1997; (b) the identity (including names, addresses, telephone numbers and principal contacts) of all subcontractors and laborers actually utilized in the performance of all, or any part, of the work covered, contemplated or provided for by the Articles and the related contract documents (including any and all addenda, specifications, general conditions, modifications, and alternates); (c) the contractual or other agreements between GBA and all such subcontractors and laborers; and, (d) GBA's compliance or noncompliance with the Act and Section 18 of the Articles.

The District's Vice President of Business Services will conduct the hearing.

Dated: December 11, 1998, 11:30 a.m.

Charles L. Hanson
Vice President, Business Services
Santa Barbara Community College District
BID FORM

To The Honorable Board of Trustees
Santa Barbara Community College District
Santa Barbara County, California

The undersigned, having examined the Documents, Specifications, and Drawings entitled:

ADMINISTRATION BUILDING - TECHNOLOGIES REMODEL

which comprises the Contract Documents, and having visited the site and examined all conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and appliances, and to perform all of the operations necessary to complete the entire work as required by said Contract Documents for the stipulated sum of

One million nine hundred forty thousand eight hundred thirty-four dollars ($1,940,834.02)

ALTERNATE NO. 1 Add the covered walk and supporting columns on the east side of Area No. 1 as shown on the drawings and specified herein. The concrete retaining wall supporting cement plaster columns is not a part of this Alternate.

Add: Eighty-five thousand one hundred twenty-seven dollars ($85,127.30)

TIME OF COMPLETION
The undersigned agrees, if awarded the contract, to execute and construct the entire work complete and ready for use as specified in Section 01010, "Summary of Work," 1.04-B.

Should the said work not be completed within the time hereinabove stated, it is understood and agreed that there will be deducted from the final payment the sum of $2,000 per day as liquidated damages, but not as a penalty, for each day's delay after the expiration of such period and until the final completion of the work and its acceptance by the Owner.

If awarded the contract, the undersigned hereby agrees to sign said contract and furnish the necessary bonds within five (5) days from the date of notification from the Owner to do so, and to begin work within ten (10) days after receipt of notice from the Owner to proceed with the work.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up his bids.

The undersigned hereby certifies that this bid is genuine and not sham or collusive or made in the interest of any person not herein named; and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

Enclosed is Bidder's Bond, certified check or cashier's check No. NA for ten percent (10%) of the amount of the bid.

The receipt of the following addends is acknowledged:

Addendum No. 1 Dated NOV 1, 1997
Addendum No. 2 Dated DEC 3, 1997
Addendum No. 3 Dated DEC 10, 1997

BID FORM
CORPORATION:

CRAIG McBRIE - PROJECT MANAGER

GOODRICH-BAAS & ASSOCIATES

Address: 3835R Thousand Oaks Blvd., Suite 120
          Westlake Village, California 91362

Phone: (805) 639-3784  Local (805) 969-7409

License #: 652006

Type: B - 2

Type of Organization:

Corporation

Corporation, Co-Partnership, individual, etc.

Individual Members of the Firm: (For this Project Only)

CRAIG McBRIE

GARNET J. BAAS

(OTHERS TO BE DETERMINED)

Chief Executive Officer / Secretary of the Corporation: GARNET J. BAAS

President of the Corporation: RALPH BAAS

Corporation Organized under the laws of the State of: CALIFORNIA

Bid dated this 16th Day of DECEMBER 1997.
SUBCONTRACTOR LIST

Each bidder must complete this form and attach it to his proposal.

Pursuant to the provisions of the Subletting and Subcontracting Fair Practices Act, Chapter 4 (commencing at Section 4100), Part 1, Division 2, of the Public Contract Code of the State of California, the undersigned herein的设计es the name and business address of each subcontractor for the various classifications of work, who will perform work of labor or render service to the undersigned, in or about the project, of a value in excess of one-half of one percent (0.5%) of the undersigned's bid.

it is understood that work of a value in excess of one-half of one percent (0.5%) of the undersigned's bid for which no subcontractor is designated shall be done by the undersigned, and is indicated by entering the word "self."

Additional space is provided for designating subcontractors of trades or materials not listed, but which are required in the execution at the work of the contract.

Project: ADMINISTRATION BUILDING - TECHNOLOGIES REMODEL

(verify each category)

<table>
<thead>
<tr>
<th>Trade or Material</th>
<th>Subcontractor</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEMOLITION</td>
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<tr>
<td>ACOUSTICS</td>
<td>PACIFIC ACOUSTICS No.</td>
<td>SANTA BARBARA</td>
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<tr>
<td>CABINETS, ETC.</td>
<td>SUPERIOR MILLWORK</td>
<td>GOLETA</td>
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<tr>
<td>BRY WALL</td>
<td>DUHAMEL DRYWALL</td>
<td>VENTURA</td>
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<tr>
<td>FRAMES &amp; WINDOWS</td>
<td>THE DOOR STOP</td>
<td>SANTA MARIA</td>
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<tr>
<td>FLOORING &amp; CARPET</td>
<td>FLOOR CONNECTION</td>
<td>SANTA MARIA</td>
</tr>
<tr>
<td>WALL COVERINGS</td>
<td>PRO-PAINTING CO</td>
<td>SANTA MARIA</td>
</tr>
</tbody>
</table>

Full address, phone #, and FAX # to be furnished within 24 hours of bid submission.

It shall be understood that the submittal of this list does not constitute submittal of any proposed substitution.

Submitted by:

GOODRICH-BAAS & ASSOCIATES
General Contractor

CRAIG McBRIDE

By
## ADDITIONAL SUBCONTRACTOR LIST

(verify each category)

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<tr>
<th>Trade or Material</th>
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<th>City</th>
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<td>Painting</td>
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<td>PACIFIC GLASS</td>
<td>CAMARILLO</td>
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<td>Plumbing</td>
<td>R.L. CARROLL &amp; SONS, INC</td>
<td>SANTA BARBARA</td>
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<tr>
<td>Raised Flooring</td>
<td>TASK INTERIORS, INC</td>
<td>YOEBA LINDA</td>
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<td>A/C HVAC</td>
<td>GOLD COAST A/C</td>
<td>VENTURA</td>
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<tr>
<td>Structural Steel</td>
<td>PRECISION WELDING</td>
<td>GOLETA</td>
</tr>
</tbody>
</table>

* Full address, phone #, and FAX # to be furnished within 24 hours of bid submission.

It shall be understood that the submittal of this list does not constitute submittal of any proposed substitution.

Submitted by:

GOODRICH-BAAS & ASSOCIATES
General Contractor

CRAIG McBRIE

By
CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License No.: 652006

Expiration Date: 8/31/98

Name of Individual Contractor: GOODRICH-BAAS & ASSOCIATES (print or type)

Signature of Owner:

Business Address:

OR Name of Firm: GOODRICH-BAAS & ASSOCIATES

Business Address: 3835 R Thousand Oaks Blvd., Suite 120, Westlake Village, CA 91362

Signature, title and address of member signing on behalf of the partnership:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

OR Name of Corporation: GOODRICH-BAAS & ASSOCIATES

Business Address: 3835 R Thousand Oaks Blvd., Suite 120, Westlake Village, CA 91362

Corporation organized under the laws of the State of CALIFORNIA

Pursuant to Section 7028.16(e) of the Business and Professions Code, the above information and representations concerning the license number and the expiration date are made under penalty of perjury.

Signature of CEO/Secretary of Corporation

Signature of President of Corporation

Note: If requested by the District, the bidder shall furnish a notarized financial statement, financial data or other information and references sufficiently comprehensive to permit an appraisal of bidder's current financial condition.
ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 1997, by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, Santa Barbara County, California, hereinafter referred to as First Party, and GOODRICH-BAAS & ASSOCIATES, of Westlake Village, California, hereinafter called Contractor, as Second Party.

WITNESSETH:

That the parties hereto agree as follows:

1. This Contract includes all of the following documents:

   Notice to Contractors
   Instructions to Bidders
   Bid Form
   Subcontractor List/
   Statements: Experience, Contractor’s Licensing, MBE/WBE/DVBE
   Articles of Agreement
   Bond of Faithful Performance
   Payment Bond/Insurance Certificate
   General Conditions
   Special Conditions
   Drawings
   Specifications

   and all modifications and amendments thereto. All contract documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all contract documents.

2. Said Contractor will furnish all labor, materials, tools, equipment, apparatus, facilities, and transportation necessary to perform and complete in a good and workmanlike manner the work of:

   ADMINISTRATION BUILDING - TECHNOLOGIES REMODEL

   and all work incidental thereto, in strict conformity with this Contract, and the drawings, documents and specifications adopted by First Party (which said drawings, documents, and specifications are made a part of this agreement as though fully set forth herein.

3. First Party will pay to Contractor, and Contractor will accept as full payment for the work above agreed to be done, the sum of:

   One million, nine hundred eighty-nine thousand, nine hundred sixty-one and 32/100 ($1,989,961.32)

   On or about the tenth (10th) day of each month a partial payment will be paid to Contractor in the amount of ninety percent (90%) of the value of the labor and materials incorporated in the work, and seventy-five percent (75%) of the value of materials to be incorporated in the work and which have been delivered and stored on the site, if approved by the Architect, during the last preceding calendar month.

   The final payment, if unencumbered, or any part thereof, unencumbered, shall be made thirty-five (35) days after the acceptance of the work by First Party, and the filing of a Notice of Completion in the manner required by law.

ARTICLES OF AGREEMENT
4. The time limit for the completion of said work is:

**Phased Remodel Schedule:**

- **First Floor SE Wing Administration:** Area 1 - start 4/15/98, complete by 12/1/98
- **Second Floor SE Wing Administration:** Area 2 - start 1/2/98, complete by 12/1/98
- **Second Floor NE Wing Administration:** Area 3 - start 1/2/98, complete 3/31/98
- **First Floor Occupational Education:** Area 4 - start 1/2/98, complete by 3/31/98

**Owner Occupancy:**

- **First Floor SE Wing Administration:** Area 1 - 12/2/98
- **Second Floor SE Wing Administration:** Area 2 - 12/2/98
- **Second Floor NE Wing Administration:** Area 3 - 4/1/98
- **First Floor Occupational Education:** Area 4 - 4/1/98

Should said work not be completed within the time hereinabove stated, there will be deducted from the final payment the sum of $2,000 per day as liquidated damages, but not as a penalty, for each day's delay after the expiration of such period until the final physical completion of the work and its delivery to said Owner.

5. After the completion of the work contemplated by this contract, Contractor shall file with First Party his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying the materials, and all subcontractors upon the project have been paid in full, and that there are no bills outstanding against the project for either labor or material, except certain items, if any, to be set forth in such affidavit covering disputed claims, or items in connection with which Notices to Withhold have been filed under the provisions to the statutes of the State of California. The filing of such affidavit by Contractor shall be a prerequisite to the making by First Party of the final payment on the contract.

6. Contractor shall under no circumstances assign this Contract without the written permission of First Party.

7. Contractor, and all officers and agents thereof, shall save harmless and indemnify First Party from every claim or demand, costs or expenses which may at any time arise by reason of:

(a) Any injury to person or property sustained by Contractor or any person, firm, or corporation employed directly or indirectly by him upon or in connection with his work, however caused.

(b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of Contractor, or of any person, firm or corporation directly or indirectly employed by him or in connection with his work, whether said injury or damage occur on or adjacent to the work. And Contractor at his own risk, cost and expense shall defend any and all actions, suits or other legal proceeding that may be brought or instituted against First Party on any such claim or demand, and shall pay or satisfy any judgment that may be rendered against First Party in any such action, suit, or legal proceeding or result thereof.

8. Contractor shall maintain such insurance as will protect him from claims under Workers' Compensation acts, and such public liability insurance as will protect him from any claims for damages for personal injury, including death and damage to property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such Workers' Compensation and public liability insurance shall be filed with First Party, and shall be subject to approval for adequacy of protection.
9. Contractor shall require all subcontractors engaged by him on the work to maintain such insurance as will protect such subcontractors from claims under Workers' Compensation acts.

10. Contractor shall furnish and maintain in full force and effect, during the time that any obligation or condition provided for in this contract remains unperformed, a bond in the amount of one hundred percent (100%) of the contract price herein agreed upon, conditioned upon the payment by Contractor of all claims provided for in Section 3248 of the Civil Code and a further bond in an amount equal to the contract price conditioned upon the faithful performance by Contractor of each and all of the conditions of said contract by him to be performed. If at any time during the performance of the obligation of this contract and before the same is fully completed, any surety or sureties upon any of the bonds, or guaranties herein provided for shall, in the judgment of said First Party be or become unsatisfactory, Contractor, upon three (3) days' notice in writing, shall furnish new and additional surety or sureties satisfactory to said First Party.

11. No extra work shall be performed or no change shall be made unless in pursuance of a written change order from First Party, stating that the extra work or change is authorized, and shall include the amount agreed upon between the First Party and the Contractor. No claim for an addition to the contract sum shall be valid unless the extra work or change is so ordered. The parties shall abide by the provisions of Education Code; and if a change order exceeds the amounts found therein, it shall be let out for bid rather than being subject to a change order.

12. Subject to the provisions of the Articles of Agreement, First Party, at any time during the progress of the work, shall have the right to order alterations in, additions to, or deviations or omissions from, the work contemplated by this contract, and the same shall in no way make void the contract. If any such changes involve an increase or decrease in the contract amount, the change order shall state the amount to be added to or deducted from the contract amount, and shall also state the additional time, if any, needed for the performance of the work; provided that any addition to or deduction from the contract amount shall be determined upon the basis of an estimate and acceptance of a lump sum; and provided further that, where additions to the contract amount cannot feasibly be determined upon such estimate and acceptance basis, such additions shall be upon the basis of actual cost of labor and material, plus fifteen percent (15%) to cover the Contractor's profit and overhead expenses for the extra work.

13. Payment for additional work or extras, if any, under this contract shall be made in accordance with the provisions of the Articles of this Agreement hereof. The value of omissions, if any, from the contract, shall be deducted from the amount of the contract price.

14. In the event Contractor furnishes any material which does not comply with the requirements of this contract, either as to quality or quantity, First Party, after giving Contractor three (3) days' written notice, may reject such noncomplying material and may secure an adequate quantity of material which does comply herewith, and it shall be the duty of Contractor to use the same; and the expense thereof to First Party shall be deducted from any claim then due, or from any payment thereafter due, or if no such claim is due or becomes due, then the said amount shall be paid by Contractor to First Party.

15. If, in the opinion of First Party, or the Architect for First Party, the Contractor, at any time during the progress of said work, refuses or neglects to supply a sufficiency of material and labor, or fails to perform any provisions of this contract, the First Party shall have the power, without prejudice to any other remedy it may have, to provide materials and labor, or make good such deficiencies after three (3) days' notice in writing delivered or mailed to the Contractor at his last business or residence address on file in the office of First Party, and to finish said work by whatever method First Party may deem expedient, and the cost and expense thereof due from said First Party is insufficient to satisfy said charge, then the amount of said charges or portion thereof unsatisfied shall be paid to First Party by Contractor.

ARTICLES OF AGREEMENT
16. Except and unless otherwise provided in the specifications herein referred to, First Party shall not in any manner be answerable or accountable for any loss or damage that shall or may happen to said work, or any part or parts thereof, respectively, or for any of the material or other things used and employed in finishing and completing the same. First Party shall not in any way be answerable or accountable for any loss or costs by reason of the violation of any ordinance or law by the Contractor, or anyone working through or under him, or because of any accident to any person on said work, or any accident caused by the carrying out of this contract by Contractor, or anyone working through or under him.

17. No certificate given or payment made under this contract, except the final certificate and final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part; and no payment shall be construed to be an acceptance of defective work or improper materials.

18. The Contractor shall abide by the Subletting and Subcontracting Fair Practices Act as set forth in the Public Contract Code of California. Pursuant to these sections the Contractor shall not, without the consent of First Party either:

(a) Substitute any persons as subcontractors in place of the subcontractors designated in his original bid. The Contractor shall list only one subcontractor for each portion of work.

(b) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

(c) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of his bid as to which his original bid did not designate a subcontractor except as noted in the Public Contract Code.

(d) Should the Contractor violate any of the provisions of the Government Code, his so doing shall be deemed a violation of this contract and the First Party may cancel the contract. Instead, the ten percent (10%) penalty provided in the Public Contract Code shall be assessed.

(e) The provisions of Section 4590 of the Government Code apply to this project. Upon the Contractor's request, the Owner will make payment of funds withheld to ensure performance of the contract if the Contractor deposits in escrow with the Owner, or with a bank acceptable to the Owner, securities eligible for investment under Government Code Section 16430 or bank or savings and loan certificates of deposit, interest bearing demand accounts, standby letters of credit or other security agreed to by the Contractor and Owner, upon the following conditions:

(1) The Contractor shall bear the expense of the Owner and the escrow agent in connection with the escrow deposit made.

(2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to, the Contractor pursuant to this section.

(3) The Contractor shall enter into an escrow agreement satisfactory to the Owner, which agreement shall be in substantially the form set forth in Section 4590 of the Government Code.

19. The time during which the Contractor is delayed in said work by the unavailability of needed labor or materials when the fact of such unavailability is established to the satisfaction of First Party, or by the acts or neglect of First Party, or its employees or those under it by contract, or otherwise, or by the acts of God which the Contractor could not have reasonably foreseen and provided for, or by stormy and inclement weather which delays the work, or by any strikes or like trouble amount mechanics or laborers which delay the work, shall be added to the time for completion hereinabove provided, if such delays are not caused by, or the continuance of which is not due to, any fault or
negligence on the part of the Contractor; but First Party shall not be liable for any damages on account of any such delay; provided that any extension of time for the above mentioned delays shall be considered by First Party only when a request for such extension is made in writing by Contractor (on a form provided by First Party); and provided further that any such request shall be presented to First Party or the Architect of First Party within ten (10) days from the close of the period of delay.

20. It is understood and agreed that First Party shall have the right to occupy the buildings or use the improvements contemplated by this contract prior to the completion of the entire work, and that such occupancy or use shall not operate as an acceptance of any part of the work.

21. Should any dispute arise respecting the true construction and meaning of any drawings or specifications for any of the work contemplated by this contract, said dispute may be decided by the Engineer (or if no Engineer is employed, by such other person as may be designated by First Party), whose decisions shall be subject to the approval of First Party.

22. It is understood that this document, insofar as it may conflict with any provisions heretofore agreed to, is a modification on such contract.

23. In accordance with the provisions of the California Administrative Code, the said Contractor agrees, when applicable, to make report from time to time to the said Division of the State Architect of the Department of General Services of the State of California, duly certified to upon a prescribed form or forms, showing that of his own personal knowledge the work during the period covered by the report has been performed and materials used and installed in every particular, in accordance with and in conformity to the duly approved drawings and specifications, and giving such detailed statements of facts as shall be required.

IN WITNESS WHEREOF, said First Party has caused this agreement to be subscribed by its fully authorized officers, in its behalf, and the said Second Party has signed this contract the day and year first above written.

ATTEST:

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
(OWNER - First Party)

[Signature]
President:
Dr. Charles L. Hanson
Vice President, Business Services

GOODRICH-BAAS & ASSOCIATES
(CONTRACTOR - Second Party)

[Signature]
Title: GSEC
Address: 3835 R E. THOUSAND OAKS BLVD
WESTLAKE VILLAGE, CA 91362
Phone/FAX: 805 644-1811 970 416-8534
Note: If Contractor is a corporation, Secretary should attest.

ARTICLES OF AGREEMENT
# SUBCONTRACTOR LIST

**PROJECT:** Santa Barbara City College Adm Building Remodel  
**GENERAL CONTRACTOR:** GOODRICH-BAAS & ASSOCIATES  

<table>
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<tr>
<th>WORK</th>
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<th>PHONE/FAX</th>
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<tr>
<td><strong>DIVISION 2 SITE WORK:</strong></td>
<td></td>
<td>3451 Galaxy Place, Oxnard, CA 93030</td>
<td>(805) 988-0015/(805) 485-7829</td>
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<tr>
<td>02072, 02072</td>
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<td>02514, 02710</td>
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**DIVISION 3 CONCRETE:**  
03000 | SELF |

**DIVISION 4 MASONRY:**  
04270 | SELF |

**DIVISION 5 METALS:**  
05120, 05300, Precision Welding  
5790 D Thornwood Dr., Goleta, CA 93117  
(805)683-1848 / (805) 964-6653  
05520, 05600  

**DIVISION 6 WOOD & PLASTIC:**  
06410 | Superior Millwork | 7330 Hollister Ave., Goleta, CA 93117 | (805) 685-1744 / (805) 685-5344 |

**DIVISION 7 THERMAL AND MOISTURE PROTECTION:**  
07115 | Ruben J. Gomez Inc | 206 Palisades Dr., Santa Barbara, CA 93109 | (805) 962-7578 / (805) 962-5398 |

| | SELF | |
| | 07213, 07510, | |
| | 07620, 07631, Gold Coast Air Conditioning | 2646 Palma Dr. Ste 365, Ventura, CA 93009 | (805) 650-0388 / |
| | 07900 | (805) 650-0929 | |

**DIVISION 8 DOORS & WINDOWS:**  
08111, 08115, The Door Stop  
322 W. Betteravia Rd., Santa Maria, CA 93455  
(805) 928-4491 / (805) 928-7034  
08700, 08210,  
08721, 08800, Pacific Glass  
2204 Pickwick Dr., Camarillo, CA 93010  
(805) 987-2252 / (805) 987-7084  
08410,  

**DIVISION 9 FINISHES:**  
09111, 09206, Duhamel Drywall Inc.  
4882 McGrath St. #100, Ventura, CA 93003  
(805) 644-9990 / (805) 644-9955  
09260  
09511 | Pacific Acoustics No. 135 E. Ortega, Santa Barbara, CA 93101 | (805) 963-1538 / (805) 564-7044 |

| | 09650, 09688, | |
| | 09910, Floor Connection | 141 Brisco Rd. Arroyo Grande, CA 93420 | (805) 481-2761 / (805) 481-2753 |
| | 09900, Ruben J. Gomez Inc. 206 Palisades Dr., Santa Barbara, CA 93109 | (805) 962-7578 / (805) 962-5398 |
| | 09955, Pre-Painting Co. 1663 No. Sanford Ave. Santa Maria, CA 93451 | (805) 922-3706 / same |
| | 099220, SELF | |
| | 09955, Pitcock Painting & Decorating, 1475 Azalea Drive, Carpinteria CA 93013-1337 | |

805/684-8946
SUBCONTRACTOR LIST (cont’d)

DIVISION 10 SPECIALITIES:
10100, 10440, SELF
10522, 10900
10270 Task Interiors, Inc. P.O. Box 879 Yorba Linda, CA. 92885 (714) 777-6171 / (714) 777-6550

DIVISION 11 EQUIPMENT:
11010, 11130 Venco Electric Inc. 3721 Acata St., Camarillo, CA., 93010 (805) 66656-8101 / (805) 650-9061

DIVISION 12 FURNISHINGS:
12512, 12513 SELF

DIVISION 13 RADIATION PROTECTION:
13090 Duhamel Drywall Inc. 4882 McGrath St. #100, Ventura, CA. 93003 (805) 644-9900 / (805) 644-9955

DIVISION 15 MECHANICAL:
15010, 15700, Gold Coast Air Conditioning 2646 Palma Dr, Ste 365, Ventura, CA. 93009 (805) 650-0388 / 15850, 15185
15900, 15950, 805) 650-0929
15050, 15400 R.J. Carroll 625 No. Salsipuedes St, Santa Barbara CA. 93140 (805) 963-8711 / (805) 963-5089

DIVISION 16 ELECTRICAL:
16050, 16721 Venco Electric Inc. 3721 Acata St., Camarillo, CA., 93010 (805) 66656-8101 / (805) 650-9061
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<td>Demolition</td>
<td>ICC</td>
<td>3451 Galaxy Place, Oxnard, CA, 93030</td>
<td>(805) 988-0015 / (805) 485-7829</td>
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<td>Metal Fabrication</td>
<td>Precision Welding</td>
<td>5790D Thornwood Dr., Goleta, CA, 93117</td>
<td>(805) 683-1848 / (805) 964-6653</td>
<td>559076</td>
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<td>HVAC</td>
<td>Gold Coast Air Conditioning</td>
<td>2646 Palma Dr., Ste 365, Ventura CA, 90309</td>
<td>(805) 650-0385 / (805) 650-0929</td>
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<td>Electrical</td>
<td>Venco Electrical Inc.</td>
<td>3721 Acacia St., Camarillo, CA, 93010</td>
<td>(805) 656-8101 / (805) 650-9061</td>
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<tr>
<td>Wood &amp; Plastic</td>
<td>Superior Millwork</td>
<td>7330 Hollister Ave., Goleta, CA, 93117</td>
<td>(805) 685-1744 / (805) 685-5344</td>
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<td>Thermal / Moisture Protection</td>
<td>Ruben J. Gomez Inc.</td>
<td>206 Palisades Dr., Santa Barbara, CA, 93109</td>
<td>(805) 962-7578 / (805) 962-5398</td>
<td>284843</td>
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<tr>
<td>Doors &amp; Windows</td>
<td>The Door Stop</td>
<td>322 W. Betteravia Rd., Santa Maria, CA, 93455</td>
<td>(805) 928-4491 / (805) 928-7034</td>
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<td>Glass &amp; Glazing</td>
<td>Pacific Glass</td>
<td>2204 Pickwick Dr., Camarillo, CA, 93010</td>
<td>(805) 987-2252 / (805) 987-7084</td>
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<td>Drywall &amp; Framing</td>
<td>Duhamel Drywall Inc.</td>
<td>4882 McGrath St., #100, Ventura, CA, 93003</td>
<td>(805) 644-9990 / (805) 644-9955</td>
<td>698823</td>
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<td>Acoustic Ceilings</td>
<td>Pacific Acoustics North</td>
<td>113 E. Ortega, Santa Barbara, CA, 93101</td>
<td>(805) 963-1538 / (805) 564-7044</td>
<td>315331</td>
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<td>Flooring</td>
<td>Floor Connection</td>
<td>141 Brisco Rd., Arroyo Grande, CA, 93420</td>
<td>(805) 481-2761 / (805) 481-2753</td>
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<td>Painting</td>
<td>Ruben J. Gomez Inc.</td>
<td>206 Palisades Dr., Santa Barbara, CA, 93109</td>
<td>(805) 962-7578 / (805) 962-5398</td>
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<tr>
<td>Wall Coverings</td>
<td>Pro-Painting</td>
<td>1653 No. Stafford Ave., Santa Maria, CA, 93454</td>
<td>(805) 922-3706 / (805) 922-6756</td>
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<td>Access Flooring</td>
<td>Task Interiors, Inc.</td>
<td>P.O. Box 879, Yorba Linda, CA, 92885</td>
<td>(714) 777-6171 / (714) 777-6550</td>
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<td>Plumbing</td>
<td>R. J. Carroll</td>
<td>625 No. Salsipuedes St., Santa Barbara, CA, 93140</td>
<td>(805) 963-8711 / (805) 962-5089</td>
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<td>General Contracting</td>
<td>Goodrich-Baas &amp; Assoc.</td>
<td>P.O. Box 2490, Fort Collins, Co, 80522</td>
<td>(970) 416-8575 / (970) 416-8554</td>
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<td>Project Manager</td>
<td>Craig McBride</td>
<td>P.O. Box 50332, Montecito, CA, 95150</td>
<td>(805) 969-7409 / (805) 969-7816</td>
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<td>Disbursement Control</td>
<td>Builders Control Service Co.</td>
<td>7447 No. Figueroa St., Los Angeles, CA, 90041</td>
<td>(213) 255-9989 / (213) 256-7892</td>
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N/A = Specialty Material Supplier Only, Installation by GBA.
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<td>16721</td>
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12/31/97
CONSTRUCTION SUBCONTRACT

THIS AGREEMENT is between:

GOODRICH-BAAS & ASSOCIATES
3835-R E. Thousand Oaks Blvd., #120
Westlake Village, CA 91362

AND:

Glassblock Installation
1953 Pontius Avenue
West Los Angeles, CA 90025

PROJECT:
Santa Barbara City College
Administration Bldg - Technologies Remodel
721 Cliff Drive
Santa Barbara, CA 93109

OWNER:
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109

a. DESCRIPTION OF WORK: Subcontractor will furnish all labor and material to construct and complete, upon the project described above, in a good, workmanlike and substantial manner all in accordance with the following plans, specifications and contract documents: Santa Barbara City College, ADMINISTRATION BUILDING - TECHNOLOGIES REMODEL construction documents and specifications prepared by Kruser Brench Ziemer Architects, Inc., dated 10/24/97 and Addenda 1, 2, and 3 and Approved DSA drawings as indicated in EXHIBIT "A."

b. SUBCONTRACT PRICE: Subcontractor shall be paid the sum of: THIRTY TWO THOUSAND and no/100 dollars ($32,000.00).

Reference Payment Schedule in Item 17 and EXHIBIT "B." PRIOR TO ISSUANCE OF ANY PROGRESS PAYMENTS TO SUBCONTRACTOR, THE FOLLOWING MUST BE PROVIDED TO GOODRICH-BAAS & ASSOCIATES:

1. Subcontractor License No. 425418 Classification B
2. Taxpayer Identification No. 5373334846
3. Certificate of Liability and Worker's Compensation Insurance.
4. Business License - where applicable.

All payments to be paid by the Owner to the General Contractor to be held in trust and disbursed by Builders Control Services prior to payment to the Subcontractor.

c. CONSTRUCTION LENDER, if any: N/A

d. INSURANCE: Subcontractor shall maintain insurance per Item 13 AND SHALL NAME GOODRICH-BAAS & ASSOCIATES AS ADDITIONAL INSURED.

e. TERMS AND CONDITIONS: The Terms and Conditions (Items 1 through 17) on Pages 2, 3 and 4 and EXHIBIT "A" and "B," and the Schedule, Exhibit "C," are expressly incorporated into this Contract together with the following:

1. General Conditions and Special Conditions in Santa Barbara City College Construction Documents and Specifications referred to in Paragraph 9 herein; and

2. PENALTY CLAUSE OF $2,000.00 PER DAY IN ARTICLES OF AGREEMENT IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS REFERRED TO IN PARAGRAPHS 9 HEREIN. DOES NOT APPLY TO THIS TASK.

We the undersigned do hereby agree to all of the Terms and Conditions stated in the above Subcontract.

DATE: 10/20/98

GOODRICH-BAAS & ASSOCIATES
BY: [Signature]

DATE: 10-21-98

GLASSBLOCK INSTALLATION
BY: [Signature]
CONSTRUCTION SUBCONTRACT
TERMS AND CONDITIONS

1. PLANS, SPECIFICATIONS AND SUBCONTRACT: The plans, specifications and this Subcontract are intended to supplement each other. In case of conflict, however, the provisions of the Contract between the Owner and the Contractor regarding conflict shall apply. If there are no such provisions, the plans shall control the specifications, and the provisions of the Subcontract shall control both the plans and specifications.

2. LABOR AND MATERIALS: Subcontractor shall pay all valid charges for labor and materials used on the work covered by this Subcontract, but is excused from this obligation for bills received in any period during which Contractor is in arrears in making progress payments to Subcontractor. If Contractor is required to pay for any labor or materials ordered by Subcontractor on the project, Subcontractor shall immediately reimburse Contractor.

3. WITHDRAWAL OF BID: This Subcontract will be considered a bid until a copy has been delivered to the Subcontractor's office. Until that time, the Subcontractor has the right to withdraw the bid by written notice delivered to the Contractor.

4. EXTRA WORK: THE SUBCONTRACT PRICE SET FORTH IN THIS SUBCONTRACT SHALL BE DEEMED TO BE FULL COMPENSATION FOR ALL WORK AND MATERIALS FURNISHED BY THE SUBCONTRACTOR WHETHER SPECIFICALLY CALLED FOR BY THE CONTRACT, PLANS OR SPECIFICATIONS OR NOT, AND NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE SUBCONTRACTOR UNLESS A WRITTEN EXTRA WORK ORDER IS SIGNED BY THE CONTRACTOR IN ADVANCE, STATING THAT THE WORK IS EXTRA WORK AND DESIGNATING THE AMOUNT TO BE PAID FOR THE EXTRA WORK.

If the Subcontractor contends that any work or material furnished by the Subcontractor should be paid for as extra work, the Subcontractor must give the Contractor written notice to that effect within five (5) days after the work or materials in question are furnished. Otherwise, it will be conclusively presumed that the Contractor and Subcontractor have agreed that such work or materials are within the scope of the original contract and that no additional compensation will be paid.

5. DESTRUCTION OF THE PREMISES: If the project is destroyed by fire or other catastrophe, the Subcontractor will be paid for all work performed theretofore, and shall be relieved of any further obligation under this Contract.

6. DELAY: Subcontractor shall be excused for any delay in completion of the work covered by this Subcontract caused by acts of God, acts of the Owner or the Contractor or the Owner's or Contractor's agent, stormy weather, labor troubles not the fault of the Subcontractor, extra work, failure of Contractor to make progress payments when due, and other contingencies unforeseen by Subcontractor and beyond reasonable control of the Subcontractor.

7. ATTORNEY FEES: If either party becomes involved in litigation arising out of the Subcontract or the performance thereof, the court in such litigation, or in a separate suit, shall award attorney fees to the justly entitled party. Unless a judgment goes by default, the attorney fees shall not be computed in accordance with any court schedule, but shall be as such as to fully reimburse all attorney fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorney fees paid or incurred in good faith.

8. BANKRUPTCY: If the Contractor or the Owner or the Subcontractor should become bankrupt or make an assignment for the benefit of the creditors, the Subcontractor, or his trustee in bankruptcy, shall be paid the reasonable value of all work performed, and the obligations of all parties under this Subcontract shall thereupon terminate. In determining reasonable value under this paragraph, the Subcontract price shall be deemed to be reasonable.

9. NOTICES: Any notice required or permitted under this Subcontract may be given by ordinary mail at the address contained in this Subcontract, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

Page 2 of 6

Initial: [Signature]
CONSTRUCTION SUBCONTRACT
TERMS AND CONDITIONS

10. TRADE UNIONS OR PREVAILING WAGE: Subcontractor will comply with all terms and conditions of any master labor agreement covering the work to be done under this project, and will prevent the occurrence of any strike, slow down or other labor difficulty or dispute arising out of the presence of Subcontractor on the job or the activities of Subcontractor.

11. ARBITRATION: If the prime contract calls for arbitration, and an arbitration concerning or related to Subcontractor's work is commenced between the Owner and Contractor, Subcontractor will, upon demand of Contractor, become a party to such arbitration and shall submit to any award which may be rendered therein. Subject to the foregoing, if any question arises regarding the work required under this Subcontract, or regarding the rights and obligations of the Contractor and Subcontractor under the terms of this Subcontract or the plans or specifications, such question shall be subject to arbitration.

Arbitration shall be had in accordance with the Rules of the American Arbitration which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper, including attorney fees, for the time, expense and trouble of arbitration.

12. ALTERNATES: The Subcontractor shall not deviate from the requirements of the plans and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from the project Owner. The Subcontractor warrants that any alternate equipment, material or method proposed by the Subcontractor will achieve all performance standards established by the Contract documents.

13. INSURANCE: SUBCONTRACTOR WILL MAINTAIN IN FULL FORCE AND EFFECT A COMPREHENSIVE LIABILITY INSURANCE POLICY AND A WORKERS' COMPENSATION INSURANCE POLICY IN AMOUNTS NOT LESS THAN REQUIRED BY SPECIFICATIONS, OR AS FOLLOWS:

<table>
<thead>
<tr>
<th>Liability</th>
<th>General Aggregate</th>
<th>$1,000,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Products - Comp/Op Agg</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Personal &amp; Adv Injury</td>
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<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$ 50,000.00</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Employer’s Liability Limit</td>
<td>$1,000,000.00 per occurrence</td>
</tr>
</tbody>
</table>

AND SHALL FURNISH CERTIFICATES OF INSURANCE TO THE CONTRACTOR BEFORE COMMENCING WORK. THE FAILURE OF CONTRACTOR TO DEMAND DELIVERY OF CERTIFICATES HEREUNDER SHALL NOT RELIEVE SUBCONTRACTOR OF ANY OBLIGATION UNDER THIS PARAGRAPH. ANY AMENDMENTS TO INSURANCE REQUIREMENTS TO BE NOTED IN ATTACHED EXHIBIT B.

14. SAFETY: Subcontractor shall, at its own expense, conform to the basic safety policy of the Contractor, and comply with all specific safety requirements promulgated by any governmental authority, including, without limitation, the requirements of the OCCUPATIONAL SAFETY HEALTH ACT of 1970, the CONSTRUCTION SAFETY ACT of 1969, the California Labor Code, including sections 6300 through 6604 and 7100 through 7332, inclusive, and all successors and amendments thereto, and all standards and regulations which have been or will be promulgated by the parties or agencies which administer said Acts. Subcontractor shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen, and subcontractors with respect to its portion of the work on this Project, and shall, directly receive, respond to, defend and be responsible for any citation, assessment, fine or penalty by reason of Subcontractor's failure or failure of Subcontractor's agents, employees, materialmen and subcontractors to so comply. Subcontractor shall indemnify and hold harmless Contractor from and against any liability, loss, damage, cost, claims or liability for harm to persons or property, expenses incurred pursuant to any hearing or meeting and any other applicable cost which may be incurred by Contractor resulting from Subcontractor's failure to fulfill the covenants set forth in this paragraph.
CONSTRUCTION SUBCONTRACT
TERMS AND CONDITIONS

14. SAFETY (CONTINUED): In the event Subcontractor fails to comply with any citation issued by the Secretary of Labor, any order issued by the Secretary of Labor, any order issued by the Occupational Safety and Health Review Commission or any order issued by the Division of Industrial Safety of the State of California or any other body responsible for the administration and/or enforcement of any statute, regulation or ordinance relating to occupational health and safety within the period specified in any such citation or order, Contractor may, in his discretion cancel this Contract, if upon proper written notification to Subcontractor allowing reasonable time for compliance, Subcontractor does not comply.

15. TERMINATION OF SUBCONTRACT: If the Subcontractor persistently or repeatedly refuses or fails, except in the cases for which extension of time is provided in writing, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to vendors and suppliers for materials or labor or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or a violation of a provision of the Subcontract documents, then Contractor upon certification that sufficient cause exists to justify such action and following twenty-four hours (24) written notice, will terminate the Subcontract and the employment of the Subcontractor. Contractor may finish the work by whatever method deemed necessary and expedient. Subcontractor shall not be entitled to receive any further payment until the work is finished. If the cost of the unfinished balance of the work exceeds the Subcontract sum, Subcontractor shall be paid for the actual amount of work in place performed through the date of termination. The amount to be paid to Contractor or to the Subcontractor shall be determined by original receipts for the cost of the work. In the event Contractor must finish said work, a fee of ten percent (10%) of the cost of the work will be added for payment to Contractor to administer the completion of said work.

16. CLEAN UP: SUBCONTRACTOR WILL, ON A DAILY BASIS, MAINTAIN A CLEAN AND SAFE WORK ENVIRONMENT AND REMOVE ANY SIZABLE DEBRIS THAT MAY INTERFERE OR IMPAIR WORKING CONDITIONS. IF SUBCONTRACTOR FAILS TO PROVIDE ADEQUATE CLEAN UP PROVISIONS, CONTRACTOR WILL PROVIDE THE NECESSARY LABOR TO MAINTAIN REQUIRED CLEANING STANDARDS AND BACKCHARGE SUBCONTRACTOR AT A RATE OF FORTY DOLLARS ($40) PER HOUR. Subcontractor’s portion of the cost to be determined by the proration of the Subcontract in comparison to the total amount of subcontracts. Contractor will provide adequate trash receptacles on site for daily disposal of trash and debris as determined by Contractor. All scrap or excess material shall be removed by Subcontractor within three (3) days of the completion of the operation that generated the scrap or excess material unless approved by Contractor. If the Subcontractor fails to remove said material, Contractor will do so and backcharge Subcontractor for cost of removal plus forty five dollars ($45) per hour to administrate said removal.

17. SPECIAL PROVISIONS:
a. PROGRESS PAYMENTS: Applications for payment to be submitted monthly or in accordance with Exhibit "B" expressly incorporated into this Contract.
b. CONTRACT PAYMENTS: CONTRACT PAYMENTS TO BE MADE THROUGH BUILDERS CONTROL SERVICES TO GENERAL CONTRACTOR UPON RECEIPT OF PAYMENT FROM OWNER. GENERAL CONTRACTOR IS NOT RESPONSIBLE FOR PAYMENT TO SUBCONTRACTOR UNLESS FUNDS ARE RECEIVED FROM OWNER/LESSEE/LENDER.
c. RETENTION PAYMENT: Owner is required by Civil code Section 3260 to pay Contractor all retention payments within forty-five (45) days after the issuance of a Certificate of Occupancy. The Contractor must pay Subcontractors their proportionate share of retention payments within ten (10) days of receipt of it from owner. If these sums are not paid on time, a two percent (2%) per month penalty may be imposed and the prevailing party is entitled to recover attorney’s fees.

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INITIALS
GOODRICH-BAAS & ASSOCIATES

EXHIBIT "A"

SUBCONTRACT SCOPE OF WORK

REFERENCE: SUBCONTRACT BY AND BETWEEN GOODRICH-BAAS & ASSOCIATES AND GLASSBLOCK INSTALLATIONS FOR SANTA BARBARA CITY COLLEGE ADMINISTRATION BUILDING - TECHNOLOGIES REMODEL.

SCOPE OF WORK: Subcontractor to provide all elements necessary to complete the work defined by the subject construction documents in a workmanlike and timely manner from the existing condition at the site to a completed installation for the task(s) indicated. All work to be completed per the Contract Construction Documents, Plans and Specifications prepared by Kruger Bensen Ziener Architects, Inc., dated 10/24/97 Addenda 1, 2 and 3.

The Subcontractor shall provide all submittals, shop drawings, samples and "as-built" drawings per the contract documents.

DESCRIPTION:

Glass Unit Masonry to be completed as specified in the construction documents
Division 04 - Masonry
Section #04270 - Glass Unit Masonry
General and Supplementary Conditions and Technical Specifications
All Glass Unit masonry indicated on the plans, per plans and specs, installed complete, and all other applicable Sections of the construction documents that apply to task completion.
Schedule of Drawings

REFERENCE: Glassblock Installation, Bid Proposal dated 07/23/98, Revised per Above.
EXHIBIT "B"

APPLICATIONS FOR PAYMENTS/PROGRESS PAYMENTS

Applications for Payment, Invoices and Progress Payments:

1. Shall have correct project identification, including:
   - Project Title/Identification
   - Project Address
   - Identifiable Invoice Number
   - Date of issuance by Subcontractor

2. Shall have complete description of work performed, i.e.: "Labor and materials for installation of finish plumbing for second floor restrooms".

3. Shall represent the actual amount of work in place, NOT projections of future work or material deliveries. INVOICES REFLECTING OVERBILLED AMOUNTS WILL BE RETURNED FOR REVISION.

4. Shall be accompanied by proper Labor and Material Lien Release.

5. Shall be subject to 10% Retention, to be paid upon funding at completion of project.

6. Shall be recognized for processing from the date the invoice is received, NOT the date shown as the issuance date by the Subcontractor.

7. Shall show on each invoice, cumulative payments, retention (if applicable), and current balance of work to be performed.

8. Shall be received within 30 days of completion of work and/or cut-off period for the current billing cycle for each project. IF NOT RECEIVED WITHIN DESIGNATED BILLING CYCLE INVOICE WILL BE PROCESSED IN THE FOLLOWING MONTH'S BILLING CYCLE. Subcontractors will receive the billing cycle dates for each project in writing. INVOICES SHALL BE SUBMITTED IN ATIMELY MANNER AND WILL NOT BE ACCEPTED 60 DAYS AFTER COMPLETION OF THE PROJECT.

9. Billing cycles are normally completed four (4) weeks from the date designated as the invoice due date. However, in some instances, the Owner or Lender may delay processing while inspecting work in place.

10. Shall enclose a copy of each invoice for remittance purposes.

11. All Change Orders and Extras to be billed SEPARATELY from original contract billing. IF NOT BILLED SEPARATELY, INVOICE WILL BE RETURNED FOR REVISION. THE REVISED INVOICE WILL THEN BE PROCESSED FROM THE DATE IT IS RECEIVED.

12. Amendments to insurance requirements: None. Requirements are to be met as set forth in Item 3.

13. Requests for materials deposits must be accompanied by the supplier invoice for the subject materials.
INVOICE

DATE: 10-19-98

CONTACT: Ralph

FAX: (805) 898-9649

CUSTOMER: Goodrich - Bass & Assoc.

JOB NAME: Santa Barbara College

DESCRIPTION: Invoice for materials

SPECIFICATIONS: 8" x 8" x 4" Wave, and 2" x 4" x 2" Channel

TOTAL CONTRACT AMOUNT: $ 32,000.00

TOTAL AMOUNT RECEIVED: nil

TOTAL WORK COMPLETED: Materials on site.

BALANCE DUE: $ 15,330.00

BALANCE DUE AT COMPLETION: $ 15,570.00

Thank You,

Jon Maindonald

1953 Pontius Avenue • West Los Angeles, CA 90025
(310) 470-7794 • FAX (310) 470-2235 • 800 482-3511
JOHN PENCE BUILDING SPECIALTIES, INC.  
1500 CALLENS RD.  
VENTURA, CA 93003  
PH. (805) 642 8139  FAX (805) 64203712  
LICENSE # 403822  B-1, C-61, D-34  
REVISED  
BIDDING

JOB: SANTA BARBARA CITY COLLEGE ADMIN. & TECH      DATE: 12/16/97  
LOCATION: SANTA BARBARA, CA

ADDENDUM'S NOTED: 1, 2, & 3

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
</table>
| 12513       | MECHOSHADE  
AS PER PLANS & SPECIFICATIONS  
INCLUDES ALUMINUM POCKET PER DETAIL  
5/A5-1, SIDE RAILS PER DETAIL 6B/A-3.4  
OVER GLASS BLOCK WINDOWS ONLY  
FURNISH & INSTALL, TAX INCLUDED |          |         | $18,237.00 |
| 12520       | HORIZONTAL LOUVER BLINDS  
FURNISH & INSTALL, TAX INCLUDED |          |         | $1,840.00  |
| 10100       | TACK & DRY MARKERBOARDS  
FOB JOB, TAX INCLUDED  
ADD TO INSTALL      |          |         | $8,935.00  |
|             | Section: 10522  
FIRE EXTINGUISHERS & CABINETS  
FOB JOB, TAX INCLUDED |          |         | $1,409.00  |
| 10900       | HOSPITAL CUBICAL CURTAINS & TRACK  
PAR. 2.05 & 2.06  
FURNISH & INSTALL, TAX INCLUDED  
EXCLUDES: BACKING IN CEILING & WALL |          |         | $8,430.00  |
| 11130       | MANUAL PROJECTION SCREENS  
PAR. 2.04  
FOB JOB, TAX INCLUDED |          |         | $3,194.00  |

1 OF 2
JOHN PENCE BUILDING SPECIALTIES, INC.
1500 CALLENS RD.
VENTURA, CA 93003
PH. (805) 642-8139 FAX (805) 642-3712
LICENSE # 403822 B-1, C-61, D-34

BIDDING

JOB: SANTA BARBARA CITY COLLEGE ADMIN. & TECH
LOCATION: SANTA BARBARA, CA
DATE: 03/30/98

ADDENDUM'S NOTED: 1, 2, & 3

SECTION: 12513  MECHSHADE
AS PER PLANS & SPECIFICATIONS
INCLUDES ALUMINUM POCKET PER DETAIL
5/A5-1, SIDE RAILS PER DETAIL 6B/A-3.4
OVER GLASS BLOCK WINDOWS ONLY
FURNISH & INSTALL, TAX INCLUDED   $ 19,237.00

SECTION: 12520  HORIZONTAL LOUVER BLINDS
FURNISH & INSTALL, TAX INCLUDED   $ 2,140.00

SECTION: 10100  TACK & DRY MARKERBOARDS
FOB JOB, TAX INCLUDED   $ 8,935.00
ADD TO INSTALL   $ 1,500.00

SECTION: 10522  FIRE EXTINGUISHERS & CABINETS
FOB JOB, TAX INCLUDED   $ 1,409.00

SECTION: 10900  HOSPITAL CUBICAL CURTAINS & TRACK
PAR 2.05 & 2.06
FURNISH & INSTALL, TAX INCLUDED   $ 8,930.00
EXCLUDES: BACKING IN CEILING & WALL

SECTION: 11130  MANUAL PROJECTION SCREENS
PAR 2.04
FOB JOB, TAX INCLUDED   $ 3,194.00

1 OF 2
JOHN PENCE BUILDING SPECIALTIES, INC.
1500 CALLENS RD.
VENTURA, CA 93003
PH. (805) 642 8139  FAX (805) 642-3712
LICENSE # 403822  B-1, C-61, D-34

BIDDING

JOB: SANTA BARBARA CITY COLLEGE
LOCATION: SANTA BARBARA, CA

PROJECTION SCREEN, 5 EACH
MODEL B, 8' x 8'w
FOB JOB(not installed), TAX INCLUDED
APPROXIMATELY 2 WEEKS LEAD TIME

$ 1,270.00

PROJECTION SCREEN, 5 EACH
MODEL C, 8' x 10'w
FOB JOB(not installed), TAX INCLUDED
APPROXIMATELY 2 WEEKS LEAD TIME

$ 2,102.00

MARKERBOARDS & TACKBOARDS
ALL WITH 2" WIDE MAPRAIL
FOB JOB(not installed), TAX INCLUDED
ADD TO INSTALL

$ 9,432.00
$ 900.00

INCLUDES:

MARKERBOARDS- COLOR DMB-2 WHITE
3 EACH 24" X 4' (2 SECTIONS W/ SPLINE JOINT)
4 EACH 16" X 4'
1 EACH 12" X 4'
1 EACH 10" X 4'
1 EACH 8" X 4'
10 DOZEN MARKER PENS
10 DOZEN ERASERS
* APPROXIMATELY 4 WEEKS LEAD TIME

TACKBOARDS- NATURAL CORK
1 EACH 48" X 4' (4 SECTIONS)
1 EACH 40" X 4' (4 SECTIONS)
1 EACH 16" X 4' (2 SECTIONS)
2 EACH 12" X 4'
1 EACH 8" X 4'
1 EACH 6" X 4'
1 EACH 4" X 4'
* APPROXIMATELY 4 WEEKS LEAD TIME

SLIDING DISPLAY CASE
1 EACH MR SERIES 8' X 4'
* APPROXIMATELY 6 WEEKS LEADTIME

1 OF 2
JOHN PENCE BUILDING SPECIALTIES, INC.
1500 CALLENS ROAD
VENTURA, CA 93003
(805) 642-8139 FAX (805) 642-3712
LICENSE # B403822

PROPOSAL and CONTRACT

June 29, 1998

Goodrich-Baas & Associates
805 689-0542

RE: SANTA BARBARA COMMUNITY COLLEGE - SANTA BARBARA, CA

We propose to furnish and/or install, tax included all material and labor to complete the following:

MARKERBOARD & TACKBOARD

- EACH MARKERBOARD 15" X 4"
- EACH TACKBOARD 2'-1/2" X 4'

FOB JOB (not installed), TAX INCLUDED $ 877.00
ADD TO INSTALL $ 77.00

PROJECTION SCREEN, DA-LITE MODEL

- "8", 1 EACH 96" X 96"

FOB JOB (not installed), TAX INCLUDED $ 384.00
ADD TO INSTALL $ 77.00

FIRE EXTINGUISHERS & CABINETS

- 5 EACH 2A10BC 10lb EXTINGUISHERS
- 2 EACH CABINETS - SEMI RECESSED

FOB JOB (not installed), TAX INCLUDED $ 644.00

THIS BID TO BE MADE A PART OF ANY SUBCONTRACT
COMPANY POLICY IS TO FILE PRELIMINARY LIEN NOTICES ON ALL JOBS, IF SAID JOB IS NOT LIENABLE, THAN POLICY IS TO REQUIRE A FIFTY PERCENT DEPOSIT AND BALANCE DUE UPON COMPLETION OR DELIVERY.

WE EXCLUDE THE FOLLOWING ITEMS FROM OUR BID ON INSTALLATIONS ONLY:
- ALL BEHIND THE WALL BACKING & STRUCTURAL SUPPORT.
- ALL IN FRONT OF WALL TRIM OR FURRING-OUT BECAUSE OF UNEVEN WALL OR WAINSCOT OFFSET. ANY CAULKING.
- UNAUTHORIZED BACK CHARGES FOR THE FOLLOWING:
  REPLACEMENT OF CRACKED TILES DUE TO IMPROPER CURING & BACKING.
- ALL DAMAGE TO UNEXPOSED PLUMBING, ELECTRICAL, ETC. BEHIND WALLS.
- TRASH DISPOSAL (WE WILL REMOVE ALL OF OUR OWN TRASH)

1 OF 3