Board of Trustees
Facilities Committee

AGENDA

Marty Blum (Chair)
Joan Livingston
Morris Jurkowitz

Wednesday
3:30 pm

March 23, 2011
A218

The District Office is located at 721 Cliff Drive, Santa Barbara, CA 93109. It is wheelchair accessible. The following services are available when requests are made by 4:00 p.m. of the day before the Committee meeting: American Sign Language interpreters or use of a reader during a meeting; large print agenda or minutes in alternative format; assistive listening devices. Please contact the Office of the Superintendent/President at (805) 730-4011 if you need assistance in order to participate in a public meeting or if you need the agenda and public documents modified as required by Section 202 of the American with Disabilities Act.

1. Change Order No. 15, Drama/Music Modernization - Bid Package 1 (Core and Shell), Diani Building Corp, $173,117 (Attachment 1)

As previously discussed in several Facilities Committee meetings, certain elements of additional work have become necessary during the construction of the Drama/Music Modernization Project. Change Order #15 is a compilation of fifteen cost proposals resulting from unforeseen conditions, owner-initiated changes, designer oversight, and necessary project modifications. All costs have been reviewed and are recommended for approval by the Architect of Record, John S. Fisher Associates, and the Construction Manager, gkwworks. Change Order #15 totals $173,117. The revised contract amount is $14,343,505. This change order does not address any additional time or extended overhead to which Diani is entitled. The delay days are under negotiation, but by agreement between SBCC and Diani, will not be addressed until the end of the project. A portion of the additional work is currently underway or has been completed, in order to minimize the overall project delay. This additional work and the delays associated with several unforeseen conditions have added and will continue to add significant time to the overall duration of the project. Staff will request that, at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to execute a change order for the Drama/Music Modernization Project, Bid Package 1, to Diani Building Corp. in an amount not to exceed $173,117, payable from State and Measure V funds.

2. Change Order No. 2, Drama/Music Modernization – Bid Package 2 (Audio/Visual Package), Diani Building Corp, $6,990 (Attachment 2)

This change order is for the Audio/Visual portion of the Drama/Music Project (Bid Package 2). As previously discussed in several Facilities Committee meetings, certain elements of additional work have become necessary during the construction of the Drama/Music Modernization Project. Change Order #2 consists of one cost proposal resulting from an owner-initiated change, designer oversight,
and necessary project modifications. The cost has been reviewed and is recommended for approval by the Architect of Record, John S. Fisher Associates, and the Construction Manager, gkkworks. Change Order #2 totals $6,990. The revised contract amount is $736,990. This change order does not address any additional time or extended overhead to which Diani is entitled. The delay days are under negotiation, but by agreement between SBCC and Diani, will not be addressed until the end of the project. This additional work and the delays associated with several unforeseen conditions have added and will continue to add significant time to the overall duration of the project. Staff will request that, at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to execute a change order for the Drama/Music Modernization Project, Bid Package 2, to Diani Building Corp. in an amount not to exceed $6,990, payable from State and Measure V funds.

3. Change Order No. 2, Drama/Music Modernization – Bid Package 3 (Theater Specialties), Diani Building Corp, $19,665 (Attachment 3)

This change order is for the Theater Specialties portion of the Drama/Music Project (Bid Package 3). As previously discussed in several Facilities Committee meetings, certain elements of additional work have become necessary during the construction of the Drama/Music Modernization Project. Change Order #2 is a compilation of two cost proposals resulting from unforeseen conditions, owner-initiated changes, designer oversight, and necessary project modifications. All costs have been reviewed and recommended for approval by the Architect of Record, John S. Fisher Associates, and the Construction Manager, gkkworks. Change Order #2 totals $19,665. The revised contract amount is $3,275,796. This change order does not address any additional time or extended overhead to which Diani is entitled. The delay days are under negotiation, but by agreement between SBCC and Diani, will not be addressed until the end of the project. A portion of the additional work is currently underway or has been completed, in order to minimize the overall project delay. This additional work and the delays associated with several unforeseen conditions have added and will continue to add significant time to the overall duration of the project. Staff will request that, at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to execute a change order for the Drama/Music Modernization Project, Bid Package 3, to Diani Building Corp. in an amount not to exceed $19,665, payable from State and Measure V funds.

4. Construction Contract for Installation of Video Surveillance System Infrastructure at the Stairs and Path in the Oak Restoration Area, CSI Electric, Inc., $88,780 (Attachment 4)

The College has requested bids from contractors for the installation of the infrastructure for a new video surveillance system at the stairs in the oak restoration area between East Campus above and the intersection of Cliff Drive and Rancheria below, as well as the path and stairs between the campus and Pershing Park. The project was advertised in the Santa Barbara News Press on February 10, 2011 and February 17, 2011, in the Santa Maria Times on February 11, 2011 and February 18, 2011, and in the Ventura Star on February 11, 2011 and February 18, 2011. A mandatory job walk was held February 22, 2011. Bids were due March 8, 2011. A total of three bids were received. The apparent low bidder was CSI Electric, Inc, from Santa Barbara, CA.

In addition to the base bid for the installation of a video surveillance system, the bids included an alternate price to add conduit between the security building and the Student Services Building for future use. It is recommended that the College undertake this work at this time. CSI's bid alternate price is $7,800. The total price of $88,780, including the bid alternate, is within the budgeted amount for this project. This project is for the installation of the conduit, footings, and poles only. The installation of the actual cameras and monitoring equipment will be undertaken separately. The work will be coordinated with the contractor to minimize impacts to the campus. Staff will request that, at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to
execute a contract with CSI Electric, Inc. for the installation of the infrastructure for a new video surveillance system at the stairs and path in the oak restoration area in an amount of $88,780, payable from Measure V funds.

5. Construction Contract for ESL Building Roofing Repairs, Contractor tbd, $Price tbd

As discussed in previous Facilities Committee meetings, several buildings on campus are scheduled for roofing repairs as part of Measure V. The English as a Second Language (ESL) Building is in dire need of repairs. The College has specified that the roof be repaired with Tremco, the College's campus standard roofing system. The project was advertised in the Santa Barbara News Press on March 2, 2011 and March 9, 2011, in the Santa Maria Times on March 4, 2011, and in the Ventura Star on March 6, 2011. A mandatory job walk was held March 10, 2011. Bids are due March 18, 2011. They will be presented at the Facilities Committee meeting on March 23.

Bidder: Bidder #1 Bidder #2 Bidder #3 Etc.
Base Bid: tbd tbd tbd

This work will impact the users of the ESL Building. The current plan is to attempt to complete the work during Spring Break 2011 (week of March 28, 2011) to minimize impact to the building occupants. Regardless of project timing, the work will be coordinated with the users to reduce disruption. Staff will request that, at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to execute a contract with the apparent low bidder for the ESL Building Roofing Repair project in an amount of $tbd, payable from Measure V funds.

6. Design Agreement, Learning Resource Center (LRC) Modernization, Kruger Bensen Ziemer Architects, Inc. (KBZ), $76,628 (Attachment 5)

The Measure V project list contains two project numbers for multiple phases of the LRC remodel. In order to more efficiently perform the work, these two projects are being combined into one project. Several years ago, the College hired KBZ Architects to perform a preliminary design. Several options were presented. Staff has met with the user groups and the dean of LRC and a design direction was adopted. The current plan is to perform the construction work in summer 2012. In order to do this, the project must be first designed, then submitted to the Division of the State Architect (DSA) for review and approval. Based upon the preliminary design work, staff recommends hiring KBZ to perform the design and permitting work. To that end, the College requested a proposal from KBZ to perform Design Development, Construction document preparation, DSA processing, Bidding Support, and Construction Administration. After negotiations, KBZ has proposed to perform the work for a fee of $66,628 plus reimbursable expenses. Although the exact amount of reimbursable expenses is unknown at this time, it is estimated it will not exceed $10,000. As such, staff will request that, at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to approve an agreement for the design of the LRC Modernization Project with Kruger Bensen Ziemer Architects, not to exceed $76,628, including reimbursable expenses, payable from Measure V funds.

7. Campus Center Renovation – continued discussion from prior meeting
Board of Trustees
Facilities Committee

MINUTES

Marty Blum (Chair)
Joan Livingston
Morris Jurkowitz

Monday

4:00 pm

February 14, 2011

Others present: Dr. Andreea Serban, Superintendent/President; Joe Sullivan, VP Business Services; Dr. Paul Bishop, VP Info Technology; Julie Hendricks, Director Facilities; Liz Auchincloss, President CSEA; Dr. Jack Friedlander, EVP Educational Programs; Marsha Croninger, Trustee; Steve Massetti, URS, Measure V Project Manager.

1. Change Order No. 14, Drama/Music Modernization – Bid Package 1 (Core and Shell), Diani Building Corp, $280,173 (Attachment 1)

Steve Massetti reported that this project has been behind schedule for some time and regular updates have been received from the Contractor. The most recent update shows that the current schedule shows completion set for late September 2011. That means Drama/Music would move back in and then modifications would be made to the swing space for Humanities use, the Humanities area would move into the swing space and the Humanities project would begin in spring 2012. This all is on the assumption that there would be no further delays going forward.

Change Order #14 is a compilation of twenty-eight cost proposals that make up this change order, there were a few relative major changes, mostly they revolve around a ceiling and a few doors. Mr. Massetti provided information on what is currently taking place on this project.

Staff recommends that, at the next regular Board meeting, the Board authorizes the Superintendent/President to execute a change order for the Drama/Music Modernization Project, Bid Package 1, to Diani Building Corp. in an amount not to exceed $280,173, payable from State and Measure V funds.

2. Change Order No. 4, Pershing Park Softball Field Improvements, Shaw Contracting, Inc., $39,574.54 (Attachment 2)

Steve Massetti noted that this should be the last change order for this project and this change order is for changes that occurred during the project. The field is in use and has been for a few weeks, the College’s first home game will be this Saturday.

Staff recommends that, at the next regular Board meeting, the Board authorizes the Superintendent/President to execute a change order for the Pershing Park Softball Field
Facilities Committee
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2/14/2011

Improvement Project, to Shaw Contracting, Inc. in an amount not to exceed $39,574.54, payable from Measure V funds.

3. Change Order No. 2, Trellis Replacement, Schock Construction, CREDIT ($19,710) (Attachment 3)

Steve Massetti reported that part of this project at bid time was a $25,000 allowance for unforeseen conditions and necessary changes and this credit is the unused balance of that allowance.

Staff recommends that, at the next regular Board meeting, the Board authorizes the Superintendent/President to execute a credit change order for the Trellis Project, to Schock Construction in an amount of ($19,710).


Steve Massetti reported that bids had been received for recarpeting portions of the second floor of the Students Services building. The bid tabulations were included in the agenda. This project will be done on weekends to minimize the impact on students and staff and the current schedule is to complete the work within one month.

Staff recommends that, at the next regular Board meeting, the Board authorizes the Superintendent/President to execute a contract with Floor Connection, Inc. for the replacement of carpet in the Student Services Building in an amount of $21,801, payable from Measure V funds.

5. Amendment #3 to Materials Testing and Inspection Agreement, Drama/Music Modernization, Twining, Inc., $88,800 (Attachment 5)

Steve Massetti reported that due to the fact that the construction duration of the Drama/Music Modernization Project has been extended for various reasons and that additional materials testing and inspection have become necessary because of unforeseen conditions and required changes, it was necessary for the College to utilize the services of Twining, Inc. in excess of the revised estimated and agreed upon fees.

Staff recommends that, at the next regular Board meeting, the Board authorizes the Superintendent/President to approve a contract amendment for the materials testing and inspection agreement for the Drama/Music Modernization Project, to Twining, Inc. in an amount not to exceed $88,800, payable from Measure V funds.

6. Change Order No. 1, Wake Center Paving Project, Granite Construction, $10,302.71 (Attachment 6)

Steve Massetti reported that the majority of the work was repairing cracks, resealing the asphalt and repainting the striping. During construction, there were a few minor unforeseen conditions that required additional work.

Staff recommends that, at the next regular Board meeting, the Board Authorizes the Superintendent/President to execute a change order for the Wake Center Paving Project, to Granite Construction in an amount not to exceed $10,302.71, payable from Measure V funds.
7. Change Order No. 1, Gourmet Dining Room Remodel, SBS Corporation, $9,641.87 (Attachment 7)

Steve Massetti reported that this change order is a result of a variety of small changes that were necessary for the project to be completed.

Staff recommends that, at the next regular Board meeting, the Board authorizes the Superintendent/President to execute a change order for the Gourmet Dining Room Remodel, to SBS Corporation in an amount not to exceed $9,641.87, payable from Measure V funds.

8. Amendment #1 to Inspection Services Agreement, Drama/Music Modernization, Bentley Inspection Services (Attachment 8)

Steve Massetti reported that Bentley Inspection Services is our DSA inspector who is required to be on site whenever they are working on the project. This cost increase was due to the fact that the construction project has been extended and it is necessary for the College to utilize their services in excess of the originally estimated duration and this proposal is to cover this amount.

Staff recommends that, at the next regular Board meeting, the Board authorizes the Superintendent/President to approve a contract amendment for the inspection services agreement for the Drama/Music Modernization Project, to Bentley Inspection Services in an amount not to exceed $180,000, payable from Measure V funds.

9. Update on Measure V Projects (Attachment 9)

Superintendent/President Serban noted that this document was reviewed at the last facilities meeting, there are only some minimal updates to a couple of projects since last month, and asked if there were questions. This report is updated monthly and is included with the Facilities agenda. Dr. Serban noted that per Trustee Blum’s request, more information has been provided for each project on this list regarding the project status, such as the project has been completed, pending final payment, etc.

Trustee Croninger asked how the deferred maintenance project list that is being discussed at the College Planning Council was developed.

Trustee Livingston noted that Trustee Croninger is not a member of the Facilities Committee and now we have a quorum of the Board present and engaged in this discussion. The committees of the Board are three Board members. If we are going to have four Board members present and engaged in discussions of the Facillities Committee, the meeting needs to be noticed differently.

Superintendent/President Serban noted that this is not an item on the agenda of the Facilities Committee meeting today thus it should not be discussed. However, Dr. Serban noted that the deferred maintenance projects on the list being discussed at the College Planning Council were processed through the governance groups. Originally $17 million was set aside from Measure V funds to cover these projects and now between the bridge renovation and the Campus Center costing a lot more than anticipated, a discussion will need to take place through our internal governance processes to have a discussion about prioritization and how the projects will get done because the Measure V funds are no longer sufficient. Once the internal conversations take place, the discussion will be brought to the Facilities Committee and to a study session. Some of the
projects on the list have been on there for years and if the College expects to get some of these projects done, then money needs to be transferred from ending balances into the construction fund, otherwise they will not get done and we would also have to discuss the consequences if they do not get done. Trustee Croninger asked where the deferred maintenance list came from. Superintendent/President Serban explained that the list of deferred maintenance projects was accumulated over the last 15 years, there has been internal discussion about prioritizing what is important. Trustee Croninger said that these projects were not listed on Measure V. Superintendent/President Serban explained that the $17 million for deferred maintenance projects was listed as a lump sum and there was not a breakdown of the smaller projects. Vice President Sullivan explained that the bond only listed the nature of the projects. Trustee Croninger asked when was the last time the list was prioritized. Superintendent/President Serban explained that it is done every year and throughout the year, as projects progress. Superintendent/President Serban reiterated that this is not an item on the agenda of the Facilities Committee meeting today and it will be discussed with the Facilities Committee at the appropriate time, after it has been discussed through the internal college governance. It is premature to discuss this material at this time.

10. Report on Measure V Funded Projects: Projected and Contracted Costs and Expenditures to Date (Attachment 10)

Superintendent/President Serban noted that based on Trustee Blum’s request more information had been included in this report as well. Superintendent/President Serban asked whether there were questions about this report. There were no questions.

[Signature]

Dr. Andreea M. Serban
Superintendent/President
Change Order #: 15  
March 7, 2011  

To: Diani Building Corporation  
351 North Blosser Rd.  
Santa Maria, CA 93458  

Contractor:

Project: Drama/Music Building Modernization  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109

5567 Reseda Blvd, Suite 209  
Tarzana, CA 91356

The Contract is changed as follows:

1. **Reroute Vent in Scene Shop, per CP # 491 and COR #1.238**
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Reroute a 2" vent pipe from the old mechanical well (new mezzanine storage room 308 raised subfloor) to the new mechanical well above the scene shop, through the new wall at K-line. Work was performed on a time-and-materials basis.  
   Add: $ 444.00

2. **Added Toilet Accessories, per CP # 002 and COR #1.239**
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Provide and install toilet accessories not addressed on the drawings. The Dressing Room (Room # 129A) lacks elevations details (See RFI 1.009) and does not provide any keynotes referencing the three grab bars, shower seat, toilet paper dispenser, and the mirror above the sink. The East Women’s Restroom (Room 3161) does not provide any key notes referencing the side mounted grab bars in the far right stall of Elevation A. The West Women’s Restroom (Room #131) does not provide any keynotes referencing the side mounted grab bars in the second from the left of Elevation D.  
   Add: $ 3,108.00

3. **Reroute Feeders ATS & MS, per CP # 463 and COR #1.240**
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Costs to intercept, reroute and reconnect feeders between the main switch gear panel MS and the auto-transfer switch at the emergency generator. These feeders were not shown on the drawings, yet ran surface-mounted across the new North Storage addition and shotcrete wall panel. They are being rerouted around this new construction. Reference RFI 1.087, dated July 20, 2009.  
   Add: $ 8,729.00
4. Exterior Speaker Wire/Raceway, per CP # 476 and COR #1.241
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide and install CAT-6 cable from select exterior locations to the IDF panel in Room 111, including raceways and back boxes. System devices, terminations and integration are by others. Reference RFP 1.024, dated December 3, 2010 and Field Work Directive 1.210, dated December 3, 2010.
   Add: $17,587.00

5. Ledger Angles Line H-J & 6-8, per CP # 126 and COR #1.242
   Requested by: Owner
   Compensable Contract Day Change: 0
   Add: $1,188.00

6. TM Dowels @ 1 Line Perp. S W, per CP # 212 and COR #1.243
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Drill and install dowels at perpendicular stair well wall at 1 Line. Dowels were not shown on the plans. Reference RFI 1.449, dated January 13, 2010.
   Add: $947.00

7. Roof Rafter Demo/Splice W18, per CP # 266R1 and COR #1.245
   Requested by: Owner
   Compensable Contract Day Change: 0
   Add: $3,664.00

8. Misc. Drywall Abatement, per CP # 378 and COR #1.246
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Perform miscellaneous drywall abatement in Rooms/Corridors 107, 113, 114, 144, and Jurkowitz Control Room. Reference FWD 1.183, dated August 31, 2010. This abatement is associated with extra work under Cost Proposals 2901-181, -313, -361, and -305. Total time-and-materials cost for this work is $26,325.00.
   Add: $25,377.00
9. Flashing @ (E) Duct Penetration, per CP # 489 and COR #1.247
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide and install flashing around existing duct penetrations through the roof. The existing flashing was removed as part of the re-roofing efforts. This new flashing was originally part of RFP 1.011/CP 29010-194 (Replace Existing Rooftop HVAC Duct), which was canceled by the District. However, this flashing is still required to provide a weather-tight installation. Pricing includes an add-alternate to guarantee the installation.
   Add: $ 5,839.00

10. Added Panels in DR RM 111, per CP # 540 and COR #1.249
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Provide a panel enclosure for terminal punch-down blocks in room 111, and gutter between the new panel and data rack. This area is in a public access location, and the District deemed it necessary to protect/cover the terminations from public access. Reference RFI 11079, dated January 18, 2011.
    Add: $ 5,466.00

11. Scene Shop Area Outlets, per CP # 360R1 and COR #1.250
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Install shop equipment and office outlets in the Scene Shop Area, routing conduits at the floor, not overhead. Reference RFI 1.430, dated December 21, 2009; RFI 1.511, dated March 5, 2010; RFI 1.590, dated April 7, 2010; RFI 1.914, dated October 7, 2010; RFI 1.915, dated October 7, 2010; RFI 1.916, dated October 7, 2010; and Sketches SKE-01, -02 and -03 Sheet E3.2, dated September 3, 2010; SKE-01 with note added September 24, 2010; SKE-01 modified by Blum Electric March 2, 2011; Blum Electric floor cuts February 25, 2011; and partial Drawing M2.1-N.
    Add: $ 57,697.00

12. Struct Engr's Field Report, per CP # 084R1 and COR #1.251
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Make changes to structural systems as described in the structural engineer’s Field Report #1, dated August 28, 2009. This proposal covers costs under the Report’s item 2, with the exception of CMU demo, which is covered under CP29010-105. Items 3, 4 and 9 of the Field Report are excluded because they are covered under separate cost proposals. All other items are not applicable, as they are discussion/clarification points only. R1 pricing has been updated to include the demo/rebuild of (e)concrete, deck and steel, as well as updated subcontractors, and increases in labor and materials costs.
    Add: $ 18,000.00
13. Modify Light Loft Steel, per CP #294 and COR #1.252  
    Requested by: Owner  
    Compensable Contract Day Change: 0  
    Reason: Modify the light loft steel as directed in the attached RFI #1.602 & 1.852 and Sketch  
    #SK-S147 & SK-ASI-A064, which are hereby incorporated into this cost proposal.  
    Add: $ 8,929.00  

14. Furr/GWB Struct. Door Frame, per CP #201R2 and COR #1.253  
    Requested by: Owner  
    Compensable Contract Day Change: 0  
    Reason: Install metal stud framing and drywall at Rooms 101, 105 and 126 around steel tube  
    head, beam and jamb. Reference RFI 1.185, dated August 3, 2009, 1.634, dated May 27, 2010,  
    and 1.790, dated July 27, 2010. This supersedes CP 29010-201. We hereby withdraw CP 29010-  
    201.  
    Add: $ 8,505.00  

15. Seismic Joints for Plumbing, per CP #483 and COR #1.254  
    Requested by: Owner  
    Compensable Contract Day Change: 0  
    Reason: Provide flexible couplings across building seismic joints for plumbing lines including  
    existing lines. Reference RFI 11005, dated November 24, 2010 and RFI 11005A, dated  
    Add: $ 7,637.00  

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Total Cost of This Change Order: Add: $173,117.00  

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.
NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, CONSTRUCTION MANAGER, AND CONTRACTOR

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NOTE: This change order includes only the items included above. This change order does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive but are not included above.

Architect: John Fisher, AIA  
Principal-in-Charge  
John Sergio Fisher & Assoc., Inc.  
5567 Reseda Blvd., Suite 209  
Tarzana, CA  91356

Contractor: Diani Building Corporation.  
295 North Blosser Rd.  
Santa Maria, CA  93458

Construction Manager: GKK Works  
C/O Santa Barbara City College  
2355 Main Street Suite 220  
Irvine, CA  92614

Owner: Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA  93109

(space for DSA approval stamp)
Change Order #: 2 – Bid Package #2
March 07, 2011

Project: Drama/Music Building Modernization
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Architects:
5567 Reseda Blvd, Suite 209
Tarzana, CA 91356

To: Contractor:
Diani Building Corporation
295 North Blosser Rd.
Santa Maria, CA 93458

The Contract is changed as follows:

1. New A/V Racks, per CP #29021-001 and COR #3.001
   Requested by: Owner
   Compensable Contract Day Change: 0
   Add: $ 6,990.00

Total Cost of This Change Order: Add: 6,990.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.
NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, CONSTRUCTION MANAGER, AND CONTRACTOR

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<td>The new contract time including this change order will be</td>
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</tr>
<tr>
<td>The date of substantial completion as of the date of this change order is</td>
<td>July 14, 2010</td>
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NOTE: This change order includes only the items included above. This change order does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive but are not included above.

Architect: John Sergio Fisher, AIA
Principal-in-Charge
John Sergio Fisher & Assoc., Inc.
5567 Reseda Blvd., Suite 209
Tarzana, CA 91356

Contractor: Diani Building Corporation.
295 North Blosser Rd.
Santa Maria, CA 93458

Construction Manager
GKK Works
C/O Santa Barbara City College
3000 Campus Hill Drive
Livermore, CA 94551

Owner: Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

(space for DSA approval stamp)
Change Order #: 2 - Bid package #3  
March 07, 2011

Project: Drama/Music Building Modernization  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109

5567 Reseda Blvd, Suite 209  
Tarzana, CA 91356

To: Contractor:  
Diani Building Corporation  
295 North Blosser Rd.  
Santa Maria, CA 93458

The Contract is changed as follows:

1. Power & Batten, Per CP # 004R2 and COR #3.002  
Requested by: Owner  
Reason: Provide power and mounting batten for Owner-salvaged, Owner-installed light fixtures, to be installed in the paint pit area per RFI 1.567, dated April 21, 2010. R2 pricing has been updated to reflect costs of batten installation from another subcontractor. You will recall that the District took exception to LVH’s pricing and demanded detailed backup/justification for submitted costs. LVH responded by withdrawing their pricing citing the lack of design details to enable them to give the District the detailed pricing demanded. Our steel subcontractor, CMW, has submitted costs on their best guess on batten requirements, reflected in their price. Note also that the batten will be lower than shown on the RFI response due to interfering HVAC ducts, conduits, plumbing and fire sprinkler lines.

   Add: $ 16,801.00

2. Light Pipe Supports, Per CP # 008 and COR #3.003  
Requested by: Owner  
Reason: Provide and install light pipe supports to Jurkowitz theater plug strips in accordance with RFP 3.001, dated October 26, 2010 and RFI 3.012, dated March 31, 2010.

   Add: $ 2,864.00

Total Cost of This Change Order: Add: $ 19,665.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and or/services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, Interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.
NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, CONSTRUCTION MANAGER, AND CONTRACTOR

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<th>Description</th>
<th>Amount</th>
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<td>The date of substantial completion as of the date of this change order is</td>
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</tr>
</tbody>
</table>

NOTE: This change order includes only the items included above. This change order does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive but are not included above.

Architect: **John Sergio Fisher, AIA**
Principal-in-Charge
John Sergio Fisher & Assoc., Inc.
5567 Reseda Blvd., Suite 209
Tarzana, CA 91356

Contractor: ____________________________________________________________
Diani Building Corporation.
200 Parr Blvd.
Richmond, CA 94801

Construction Manager _________________________________________________
GKK Works
C/O Santa Barbara City College
3000 Campus Hill Drive
Livermore, CA 94551

Owner: _______________________________________________________________
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

(space for DSA approval stamp)
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

BID TABULATION

Project: OAK RESTORATION VIDEO SURVEILLANCE PROJECT

Bid: #667

Date: Tuesday, March 8, 2011
Time: 3:00 p.m.

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<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alternate #1</th>
<th>Addendum Ack.</th>
<th>Bid Bond</th>
<th>Bid Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>Experience Statement</th>
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Bid Opened by: Kara Pizano

Bid Opening Attended by: Chris Miller, James Dixon, Dan Kozich
03 March 2011
14 March 2011 (revised)

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Attn: Mr. James Dixon, Construction Oversight Manager, URS Program Management Team

Re: Learning Resources Center (LRC) fee proposal to complete remodeling construction documents for bidding purposes and DSA approval.

Dear Mr. Dixon,

Per your request I have reviewed our fee proposal previously sent to see if I can reduce the amount. Below you will see a reduction in fees however I feel it is important to maintain the design development phase. It should give us the opportunity to determine if there are any complicating factors currently unknown before proceeding into construction documents which are by nature less flexible when incorporating major changes.

The scope of design services is based on the cost estimate produced by Jacobus and Yuang, Inc. dated June 18, 2010.

I understand that the total construction budget totals $783,858 which is comprised of the construction budget of $691,569 and the furniture budget of $92,289.

Per your direction, Schematic Floor Plan Option C dated 08 June 2007 will be followed for the hard construction (wall locations) and Option D dated 22 June 2007 for the furniture layout.

The goal is for construction to begin after the end of the spring 2012 semester with completion by the start of the fall 2012 semester. I am available to begin design services in mid April of 2011.

SCAPE OF WORK

- **Design Development Phase**: A Design Development phase is included in the scope of work because I feel it is necessary to allow time to review the BKM designed/specified computer furniture for accurate layout within the space, coordination with electrical and communications systems, review of ADA accessibility requirements and coordination of connection details from the computer stations to the access floor. I have also included time to review the computer furniture design with SBCC IT staff. The Design Development Phase will also allow time for the
structural engineer and the electrical engineer to provide input prior to beginning Construction Documents.

Design Development drawings (plans, sections, details) and outline specifications will be prepared for review by the College. The outline specifications will be presented in CSI format.

- **Construction Documentation Phase:** Based upon the approval of the Design Development package by the College, KBZ will provide Construction Documents services outlined herein. Authorization from the College will come in the form of a letter accepting the Design Development phase.

  Construction Drawings and Specifications: The plans and sections utilized during the Design Development phase will be updated and refined as required for inclusion in the Construction Documents. The specifications (excluding the furniture to be supplied by BKM) will be written so as to enable the documents to be competitively bid.

  DSA review and approval.

  Color and materials selection for both the interior building finishes and the furniture selection. Options will be presented and then narrowed down for final selection.

  Design of signage to meet DSA requirements.

  Electrical Engineering services are included per the scope outlined in the cost estimate.

  Structural Engineering services will be provided to include details for new wall framing, modifications to the existing suspended ceiling, attachment of audio visual equipment and seismic bracing details for pendant light fixtures.

  Specification for duct cleaning.

  Relocation of a minor number of mechanical registers.

  Fire Sprinkler redesign only in areas affected by new room layouts. Approval by DSA of this work is required.

  Drawings will be completed in AutoCAD, release 2010.

- **Bidding:** The project will be bid to General Contractors and managed by the College with distribution of information to bidders handled directly by the College. KBZ will provide clarifications of construction documents (RFI's) and issuance of Addenda to the College.

- **Construction Administration:** The award of contract signifies the beginning of the Construction Phase services.
General Coordination: KBZ will provide clarification, information and answers to questions during the construction period. I have assumed weekly construction meetings will held.

Construction Observation: Site visits to observe the performance of the work in accordance to the Construction Documents.

Submittal Review: KBZ will review submittals and shop drawings for all systems and equipment to assure compliance with the Construction Documents.

Construction Change documentation will be provided as required to clarify the Construction Documents.

A punch list will be provided.

ASSUMPTIONS

This proposal assumes that the existing access floor is acceptable to DSA. Any design work related to the access floor system will be considered additional services and will be billed at an hourly basis per the attached rate sheet.

It is also assumed that the furniture design/specification provided by BKM is acceptable to the College and meets requirements for DSA approval. Redesign or revising of the furniture specification is not included in the scope of work. Furniture will be specified by BKM for direct purchase. I am assuming that the furniture will not go out to bid.

I have assumed that all past construction affecting DSA approval for this project has been closed with DSA certification.

The following areas and systems are not included in our scope of work:

- Mechanical Engineering.
- Plumbing.
- Emergency paging or other life-safety or fire alarm systems.
- Security Systems.
- Cost estimating.
- As-Built documentation.
- LEED Certification.
- Re-design or major reconfiguration of the fire sprinkler system.
BASIS OF COMPENSATION

Compensation for design services indicated in this Agreement will be on a lump sum basis.

Architectural:

- Design Development: $15,287
- Construction Documents: $24,271
- Bidding: $2,185
- Construction Administration: $8,735

Structural: $3,400

Electrical: $10,625

Fire Protection Engineering: $2,125

Total: $66,628

If design services for Communications Engineering is requested, an additional fee of $5,375 will be added to the total fee.

In addition to the above contract price, reimbursable's will be charged at 1.15%. Reimbursable's include reprographics and shipping. Not included are permitting fees which will be paid directly by the Owner.

If the terms of this fee proposal and the enclosed AIA Document B152 2007 are acceptable, please sign the last page of the AIA document and return one copy for our records. I look forward to working with you and seeing this project through to completion.

If you have any questions or need any clarifications, please do not hesitate to contact me.

Sincerely,

[Signature]

Dawn Sophia Ziemer

KRUGER BENSEN ZIEMER ARCHITECTS, INC.

Enclosed: AIA Document B152 2007
KBZ Rate Sheet
Certificate of Liability Insurance
Document B152™ – 2007

Standard Form of Agreement Between Owner and Architect for Architectural Interior Design Services

AGREEMENT made as of the 14 day of March in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

and the Architect:
(Name, legal status, address and other information)

Kruger Benson Ziemer Architects, Inc.
30 W. Arrellaga Street
Santa Barbara, CA 93101

for the following Project:
(Name, location and detailed description)

Interior upgrade of the Learning Resource Center per the attached fee proposal dated 14 March 2011. (Revised)

The Owner and Architect agree as follows.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECTURAL INTERIOR DESIGN SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION
The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.
(List below information that will affect the Architect’s performance, including the Owner’s Budget for the Cost of the Work, and the Owner’s anticipated dates for commencement of construction and Substantial Completion.)

Scope of work is based on cost estimate produced by Jacobus Yuan, Inc. dated June 18, 2010.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts; (2) have a significant financial interest; or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. See attached Certificate of Liability Insurance dated 12/29/10.
ARTICLE 3  SCOPE OF ARCHITECTURAL INTERIOR DESIGN SERVICES

§ 3.1 The Architect shall manage and administer the Architectural Interior Design Services. The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team. The Architect shall coordinate the services provided by the Architect and the Architect’s consultants with those services provided by the Owner and the Owner’s consultants.

§ 3.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Architectural Interior Design Services.

§ 3.7 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.7.1 Based on the approved Schematic Design, the Architect shall prepare and present, for approval by the Owner, Design Development Documents, which shall consist of drawings and other documents describing the size and character of the interior construction of the Project.

§ 3.7.3 The Architect shall illustrate the architectural and decorative character of the Project. Such illustrations may include drawings, plans, elevations, sections and photographs, and samples of actual materials, colors and finishes.

§ 3.8 CONTRACT DOCUMENTS PHASE SERVICES

§ 3.8.1 Based on the approved Design Development Documents and other documents including schedule and estimate of the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of Drawings, Specifications and other documents required to describe the interior construction necessary for the Project.

§ 3.8.2 The Contract Documents shall include plans, elevations, sections, details and specifications required to describe the interior construction work.

§ 3.8.4 The Architect shall assist the Owner in the preparation of the necessary Bidding Documents.

§ 3.8.5 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.9 BIDDING PHASE SERVICES

§ 3.9.2 The Architect shall assist the Owner in obtaining competitive bids for construction.

§ 3.9.3 Bidding Documents shall consist of bidding requirements and the proposed Contract Documents.

§ 3.9.5 The Architect shall prepare written responses to questions from prospective contractors and vendors and provide written clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.9.6 The Architect shall assist the Owner in reviewing bids and quotations.
§ 3.10 CONSTRUCTION PHASE SERVICES
§ 3.10.1 GENERAL

(Paragraph deleted)

§ 3.10.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement unless otherwise modified by written amendment. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.10.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.10.1.4 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.10.1.5 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of Drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both the Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.10.2 EVALUATIONS OF THE WORK

§ 3.10.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.10.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.10.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.10.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.10.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) the results of subsequent tests and inspections; (3) the correction of minor deviations from the Contract Documents prior to final completion; and (4) specific qualifications expressed by the Architect.
§ 3.10.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.10.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.10.4 SUBMITTALS
§ 3.10.4.1 The Architect shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.10.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures of construction, fabrication, transportation or installation. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.10.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.10.4.4 Subject to Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.10.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.10.5 CHANGES IN THE WORK
§ 3.10.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in Contract Sum or an extension of the Contract Time. Subject to Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.10.5.2 The Architect shall maintain records relative to Changes in the Work.

§ 3.10.6 CONSTRUCTION COMPLETION
§ 3.10.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract.
Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.

§ 3.10.6.2 The Architect's inspection shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.10.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.10.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

 Artikel 4 Additional Services

§ 4.3 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3, and an appropriate adjustment in the Architect's schedule.

Artikel 5 Owner's Responsibilities

§ 5.2 The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility.

§ 5.3 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.4 Except as otherwise provided in the Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.6 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.7 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.8 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in the Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth herein. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct, purchase and install all elements of the Project designed or specified by the Architect and shall include contractors' and vendors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work shall be provided in Article 1, Initial Information. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by others represent the Owners judgment. It is recognized, however, that neither the Architect nor Owner has control over the cost of labor, materials, furniture, furnishings or equipment, over the Contractors' methods of determining bid prices; or over market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or quotations will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar noneexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to
authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such use. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Examine the appropriate box if the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement
(Paragraphs deleted)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination, or at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the 'Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

(Paragraph deleted)
§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction and A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, as appropriate.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION
(Paragraphs deleted)
§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Paragraphs deleted)
per attached LRC fee proposal.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT
(Paragraph deleted)
§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.
(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Part printed name and title) Dawn Sophia Ziemer

(Signature)

(Part printed name and title)
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Reimbursable expenses will be billed at cost plus 15%.

Effective January 1st, 2011
# Certificate of Liability Insurance

**Producer:**
(OC) Heffernan Prof. Practices
1855 W. Katella Ave. #255
Orange CA 92867
Phone: 714-997-8100 Fax: 714-460-9935

**Insurers Affording Coverage:**
- **Insurer A:** Employers Fire Insurance 20648
- **Insurer B:** Travelers Property Casualty Co 25674
- **Insurer C:** US Specialty Insurance Co. 29599
- **Insurer D:**

**Coverages:**
The policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

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- **Claims Made**

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**Certificate Holder:**

**Cancellation:**

**Evidence of Insurance:**

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