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.

The Office of the Superintendent/President, Room A110 in the MacDougall Administration Center, is the location where documents that are public records relating to any item under discussion on a Committee agenda (including documents distributed with the agenda and those distributed to all or a majority of the members of the Committee within 72 hours prior to a Committee meeting) are available for public inspection.

Agendas and supporting documents are also posted on the college website at http://www.sbcc.edu/boardoftrustees/.

1. HEARING OF CITIZENS

Members of the public at each meeting location have the opportunity to directly address the Committee on any item of interest to the public that is within the jurisdiction of this Committee whether or not it is an item noticed on this agenda.

Unless otherwise determined by the Committee, each person is limited to five minutes (20 minutes per issue). Those wishing to address the Committee at this meeting should complete a written request and return it to the Committee secretary prior to the Committee meeting (Govt Code Sec. 54954.3).
2. **Change Order No. 003, SBCC Energy Management System (EMS), Project #6697, Compass Energy Solutions, $12,900.00 (Attachment 1)**

   The college is currently in contract with Compass Energy Solutions to upgrade the Energy Management System (EMS) which controls the HVAC equipment throughout most major buildings on the main campus. This project is funded from Measure V funds. Once complete, it will greatly enhance the ability of the Facilities and Operations Department to control building equipment and occupant comfort, and to increase overall energy efficiency. It was noted early in the project that a fair amount of the existing mechanical equipment is not functioning properly or not operating at all which would negatively affect the effectiveness of the new EMS and the energy efficiencies supporting the utility rebates. Separate funding from the general fund (transferred to the construction fund) was therefore approved via the Program Review process to resolve these deficiencies. Completing this repair work in conjunction with the EMS upgrade project is advantageous as it utilizes an onsite qualified contractor familiar with the building equipment, and addresses known issues that SBCC staff has not had the time or the resources to resolve. Change Order 3 includes replacement of (100) VAV mixing box actuators in the Humanities building. Staff will request that at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to execute a change order in an amount not to exceed $12,900.

3. **Professional Service Agreement (Form AIA B151-1997), Charles Woodburn Architect, Remodel of Modular Building ECC 6, 3/8/11, $5,925.00 (Attachment 2)**

   ECC 6 has been identified as the location for the new Express to Success Program. In order for the program to successfully operate in this space basic modifications are needed to remove 3 of the 6 existing offices to create a more open floor plan for student interaction. Other building modifications generally include installing security windows in office doors, upgrading light fixtures, installation of one additional exterior window and miscellaneous finish repair. Contract for architectural services includes design, construction estimate, construction documents, bidding assistance and construction administration. Current construction estimate is below $30,000 which may allow for using the informal bidding procedures under the Uniform Public Construction Cost Accounting Act. Staff will request that at the next regularly scheduled Board of Trustees meeting the Board authorize the Superintendent/President to execute a professional service agreement with Charles Woodburn Architect, not to exceed $5,925.

4. **Construction Contract: Roof Replacement (Bookstore), Restoration (Business Communications) and Repairs (Various Locations), Bid #671 (Attachment 3)**

   On April 5, 2011, three bids were received for the Roof Replacement (Bookstore), Restoration (Business Communications) and Repairs (Various Locations), Bid #671. ReyCrest Roofing Co. was the apparent low bidder at $311,463.00, but the bid was rejected due to an incomplete bid package. The second apparent lowest bid is $325,595.00 submitted by Best Contracting Services of Gardena, CA. 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, Best
Contracting Services, in an amount not to exceed $325,595. An additional $50,000 to be transferred to the current project budget from the college Construction fund to cover the bid amount and a 5% contingency.

5. Construction Contract: Physical Sciences – Room 130 Cooling, Bid #672 (Attachment 4)

On April 7, 2011, one bid was received for the Physical Sciences-Room 130 Cooling-Bid #672. Art Grossman & Sons from Santa Barbara CA submitted a bid of $27,545.00. Staff will request that at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to execute a contract with Art Grossman & Sons, in an amount not to exceed $27,545. An additional $14,100 has been approved for this project through the Program Review process for Educational Programs to cover the bid amount and a 5% contingency.

6. Construction Contract: Facilities and Student Services Gas Line Replacement, Bid #673 (Attachment 5)

On April 7, 2011, four bids were received for the Facilities and Student Services Gas Line Replacement, Bid #673. Hanly General Engineering Corporation from Santa Ynez, CA is the apparent low bidder at $48,000.00. Staff will request that at the next regularly scheduled Board of Trustees meeting the Board authorize the Superintendent/President to execute a contract to Hanly General Engineering Corporation in the amount not to exceed $48,000. An additional $40,000 to be transferred to the current Miscellaneous Projects/Gas Line Repair annual budget from the college Construction fund to cover the bid amount and a 5% contingency.


The College has requested bids from contractors for the Business Communication Building Exterior Painting Project. The project was advertised in the Santa Barbara News Press on March 4, 2011 and March 11, 2011, in the Santa Maria Times on March 7, 2011, and in the Ventura Star on March 6, 2011. A mandatory job walk was held March 22, 2011. Bids were due April 1, 2011. Twenty-four potential bidders attended the mandatory job walk. A total of twelve bids were received. The apparent low bidder requested to withdraw its bid and provided adequate documentation to demonstrate that the bid was in inaccurate due to calculation errors. Upon review, the College has determined that it is appropriate to permit the bidder to withdraw its application. The apparent low bidder is Pacific Painting Company, Inc.

<table>
<thead>
<tr>
<th>Bidder:</th>
<th>Base Bid:</th>
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<tbody>
<tr>
<td>Pacific Painting Company, Inc</td>
<td>$83,000</td>
</tr>
<tr>
<td>ABCO Construction</td>
<td>$84,750</td>
</tr>
<tr>
<td>Fix Painting Company</td>
<td>$102,000</td>
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<tr>
<td>C&amp;M Painters</td>
<td>$117,000</td>
</tr>
<tr>
<td>Astro Painting</td>
<td>$124,000</td>
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</tbody>
</table>
De Moors Painting $124,000
Alpha Décor & Painting $137,000
Tony Painting $140,000
Omega Construction $212,140
Olympus Painting $246,000
Plania Construction and Painting $284,000

The Program Management Team has called the listed references for Pacific Painting Company and has received positive recommendations. In addition to the base bid for the exterior painting, the bids included an alternate price to steam pressure wash the roof tiles. It is not recommended that the College undertake this work at this time. Pacific Painting Company's bid alternate price is $38,000, which would exceed the project budget. The base bid price of $83,000, excluding the bid alternate, is within the budgeted amount for this project. This project is for the labor and sundry materials to prepare, prime, and paint only. The actual paint will be purchased by the College directly from Dunn Edwards and provided to the contractor for application. The work will be coordinated with the contractor to minimize impacts to the campus, and will be performed when class is not in session.

Staff will request that, at the next regularly scheduled Board of Trustees meeting, the Board authorize the Superintendent/President to execute a contract with Pacific Painting Company, Inc. for the Business Communication Building Exterior Painting Project in an amount not to exceed $83,000, payable from Measure V funds.

8. Change Order No. 16, Drama Music/Modernization: Bid Package 1 (Core and Shell), Diani Building Corp, $140,831 (Attachment 6)

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 #16 is a compilation of thirty 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, gkkworks. Change Order #16 totals $140,831. The revised contract amount is $14,484,336. 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 $140,831, payable from State and Measure V funds.
9. **Construction Contract: Campus-Wide Toilet Replacement, Santa Barbara Plumbing Company, $45,020**

In order to reduce the amount of water used on campus, and in order to take advantage of a rebate program offered by the City of Santa Barbara for replacement of less efficient toilets, the College has requested bids to replace all of the wall-mounted toilets on campus. This project involves removal and replacement of all 3.5 GPF (gallons per flush) fixtures with new 1.28 GPF fixtures. The project was advertised in the Santa Barbara News Press on March 4, 2011 and March 11, 2011, in the Santa Maria Times on March 7, 2011, and in the Ventura Star on March 6, 2011. A mandatory job walk was held March 17, 2011. Bids were due March 31, 2011. Although six potential bidders attended the mandatory job walk, only one bid was received.

Bidder: Santa Barbara Plumbing Company  
Base Bid: $45,020

The Program Management Team has called the listed references for Santa Barbara Plumbing Company and has received positive recommendations. This work will impact the users of every building. The current plan is to focus on one building at a time, primarily over the summer break, and to post signage when work is being performed on a particular restroom, guiding users to the nearest available restroom. Irrespective of project timing, the work will be coordinated with the Security Department 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 Santa Barbara Plumbing Company for the Campus-Wide Toilet Replacement project in an amount not to exceed $45,020, payable from Measure V funds.

10. **Change Order No. 1: Networking Infrastructure Modernization, Starnet Data Design, Inc., $28,577.65**

This project was reduced in scope by performing limited value engineering after the contract was in place. Certain elements of the project were reduced for a savings of <$14,764.79>. However, at the time of award, sales tax on the materials in the project was not included. The sales tax for this project totaled $43,342.44. The net change is an increase to the contract amount of $28,557.65. The revised contract amount is $589,218.65. The first $500,000 of this project is funded by Measure V. The remainder is funded from the college Equipment fund. Information Technology staff has reviewed this change and recommends it for approval. The project is essentially complete. 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 Networking Infrastructure Modernization project with Starnet Data Design, Inc., in an amount not to exceed $28,577.65, payable from District funds.
Others present: Dr. Andreea Serban, Superintendent/President; Joe Sullivan, VP Business Services; Julie Hendricks, Director Facilities; Liz Auchincloss, President CSEA; Steve Massetti, URS, Measure V Project Manager

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

Steve Massetti explained that there are three Drama/Music change orders this month and that is because this was a multi-bid package and when there is a change to any of those individual bid packages, it is a change to that contract. Bid package 1 is the main bid package and is the bigger of the three change orders. It was also noted that weekly meetings with Diani regarding change orders continue. The largest item on this change order was for electrical work in the scene shop, where there is a lot of heavy equipment. This item was discussed before and it was explained that the unforeseen condition on this was that when the contractor began to excavate for the proscenium wall under the stage, the contractor into over 200 conduits and the associated wires that were not shown in any drawings and so when that was cut they lost power, so this is part of that rebuilt. Superintendent/President Serban noted that Blum Electric is not related to Trustee Marty Blum. Liz Auchincloss asked if there was a way to figure out the electrical needs for the other buildings that are being modernized, as there is a lot of power that will be needed in the Humanities building and the Campus Center. Mr. Massetti explained that the difference between those projects and Drama/Music is that for the Humanities and Campus Center remodels, the respective architect was hired in two phases, the first phase was to have them come in and conduct a preliminary design, sweep through the building and figure out where problems could be before the construction begins. The goal on these two projects has been to try and prevent these types of problems from happening.
Dr. Paul Bishop, VP Information Technology, noted that a lot of the problems we run into are that we don’t have good as-builts for a lot of the older construction projects, as so we don’t know what’s there. Suggested that the college look at adding cad cam capabilities to our facilities group, so that they can have plans in digital formats that can be updated when new construction, or additional construction occurs.

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 $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)

Steve Massetti reported that this change order is self explanatory; this was for a new Audio/Visual rack.

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 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)

Steve Massetti reported that this change order was for lights that will be placed in the Jurkowitz Theater and for a pipe that will be used to support the lights used when they are painting the scenes.

Trustee Blum asked if a running total was being kept on Measure V funds, so we know where we are on the use of these funds. Mr. Massetti reported that he does have the information but not with him. Trustee Blum noted that this is a tough budget year and won’t want to use general funds. Superintendent/President Serban noted that general funds will be needed, not next year because we will keep spending from Measure V, but we know that we have overcommitted Measure V because of the cost of the projects that have been completed and those scheduled, the remodel of the bridge was $4.5 million rather than $500,000, and Drama/Music requiring $4-6 million more than what was estimated and the smaller deferred maintenance projects there are now about $4 million more than what we will be able to cover from Measure V. When we get to the Campus Center that’s another wild variable, so at the minimum we know that Drama/Music, Campus Center and deferred maintenance we will need save from the general fund at least $17 million for the construction fund. The Humanities building has a budget and we will hope that we are within that budget; however, our experience has been that that may not happen.

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 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)
Steve Massetti reported that this project is the infrastructure for a video surveillance system, the actual video surveillance system will be purchased and install separately. This system will be installed 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. Bids were received for the project and the lowest bidder was CSI Electric and their bid includes an alternate that includes adding conduit for capacity between the security building and the student services building. Vice President Bishop recommended that the conduits not be placed where they indicated, but rather recommended another location. Mr. Massetti will have the contractor contact Vice President Bishop for further discussion on this. Superintendent/President Serban did note that this will not be a live surveillance camera system and a disclaimer will be noted on the cameras.

Staff recommends that at the next regular Board meeting, the Board authorizes 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

Steve Massetti reported that this is to repair the roofing on the ESL Building; it was noted that this is a project that has a substantial allowance in the bid because there are so many unknowns.

Staff recommends that at the next regular Board meeting, the Board authorizes the Superintendent/President to execute a contract with the apparent low bidder for the ESL Building Roofing Repair project in an amount of $53,737, payable from Measure V funds.

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

Steve Massetti reported that this is a project where Kruger Bensen Ziemer (KBZ) Architects were hired to do some preliminary design work on this project, the preliminary design was taken and an estimate was given that was well in excess of the budget. The project was taken to the Academic Senate and the College Planning Council and they all agreed to support this project. This is a project that will have to be submitted to the Division of the State Architect (DSA) in order to build it next summer 2012, so we need to hire an architect and get it into DSA quickly. To that end, the college requested a proposal from KBZ to perform the work.

Staff recommends that at the next regular Board meeting, the Board authorizes 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

Trustee Blum asked if it would be cost effective to tear down the building rather than renovate. The problems with the building seem pretty big, slab problems, flooding problems and crumbling pillars and thought perhaps replacement would be the way to go, however, didn’t know what the cost would be.

Steve Massetti reported that the problems are big and there are significant problems with that building. That is why the architect was hired for two phases and the first phase is the preliminary
evaluation of the building and when they got into that is when they found out that it is in much worse shape than anticipated in some areas. Based on the preliminary evaluation, the architect and his design team put together a very rough preliminary design with the understanding that there would be structural upgrades. The architect brought in their estimating consultant and an estimate was received for the construction costs alone were around $9 million for renovating the building. An estimate was requested for tearing down the building and rebuilding, for a similarly sized building the estimate cost was $18 million.

Superintendent/President Serban noted that the cost for the renovation would not be only $9 million because that is only the construction costs, with the architect and other costs it could be closer to $14 million. The other issues with tearing down the building would be having to get a new design, having to go through DSA again and realistically it would be another 3-5 years before this project would happen. The building is in bad shape and we need to proceed as quickly as we can because the beams need to be done soon. This project is scheduled to start fall 2013 assuming that Humanities goes as scheduled.

Trustee Jurkowitz asked if the reason for the premature failure was due to material failure or design failure. Steve Massetti reported that for the flooding it appears the waterproof membrane under the deck has failed, how the water is getting to that point, no one has figured out. Superintendent/President Serban noted that obviously there is something wrong in the structure because it has been repaired many times and the water starts leaking again, it needs to be understood how this building was built and what it’s causing this issue. One of the members of the preliminary evaluation team is a waterproofing expert and feels he knows what is causing the problem, so we’re optimistic they may have the right answer.

Trustee Blum asked when is the decision needed on this, Mr. Massetti reported the sooner the better. Superintendent/President Serban noted another thing to consider is that the economy will improve and when that happens, the construction costs will go up and the building will be more expensive. Superintendent/President Serban’s recommendation was to move forward with the remodel as soon as we can make it happen. Trustee Livingston recommended that this discussion be taken to the full Board along with some more cost information along with what criteria needs to be weighed and balanced.

Trustee Jurkowitz noted his recommendation would be that if the building does not have an inherent flaw in the design would be to continue with the remodel. In the mean time one of his concerns would be if we do get heavy rains, it would be good to find some inexpensive way to do something during the period of the rains to keep some of the water out and it shouldn’t cost a lot of money to do that if possible. Superintendent/President Serban noted that options for relocation were discussed and some of the options were very expensive and some required DSA approval, so there hasn’t been an easy answer, however, this can be discussed further. Superintendent/President Serban recommended that this discussion be brought to the full board and determine whether the Campus Center be remodeled or be torn down and rebuilt and also will need to have the discussion of where we will get the additional funding, if the latter is chosen. This discussion would be placed on the May or June study session agenda and the committee members could provide their input at that meeting.

Trustee Livingston asked Julie Hendricks about a historic resources survey, a perhaps three to five years of a written record regarding places on campus, such as the trellis, an esthetic feature that is not critical for instruction but should we start surveying something that we might feel, or for future boards to consider that we do have some items that have some historic value. Julie Hendricks reported that her suggestion was to look at possibly developing a facilities master plan that
establishes an esthetic standard, goals, long term plans, and historic information. Superintendent/President Serban requested that before we move forward with this, they should look at some examples from other colleges to provide some sense of what such a plan would look like. Trustee Livingston noted that this would helpful when we have the luxury or the commitment that there are signatures that are of esthetic concern for the feel of the campus that do become priority. Peter Naylor noted that Ms. Livingston's point that we need to have a master plan for the college is consistent and we know what direction we're headed is a valid point. Trustee Livingston noted that this would also be an inventory of what we have right now that we value that have become part of the college's signature.

Dr. Andreea Serban
Superintendent/President
# Request For Proposal (RFP)

**FROM:** SBCC  
**TO:** Compass Energy Solutions

<table>
<thead>
<tr>
<th>Location</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humanities</td>
<td></td>
<td>Remove and replace various VAV mixing box actuators identified as not working properly during the installation of the EMS.</td>
</tr>
</tbody>
</table>

**CES REPLY 3/2/11 -**

- Remove existing inoperative actuator and install SBCC provided new actuator
- Terminate per mfg recommendations
- Test actuator for proper operation and communication with controller
- Re-commission mixing box per SBCC requirements
- Check damper for proper operation and flow.

All work to be performed off-hours and coordinated with SBCC  

**Cost**

- $258.00 per two (2) each actuators on same mixing box installed at the same time.
- $213.00 per one (1) each actuator on mixing box.

**SBCC action:**  
Accepted [Signature]  
**Date:** 3/3/11

All applicable work to include prevailing wage rates.  
Thank you
ATTACHMENT D

CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Contract)

Change Request No. 003

Customer: SBCC
Department: Facilities - Campus Development
Attention: Julie Hendricks

Project No. 6697 Contract No. 3 Site: Cluster 1

Title: SBCC Energy Management System (EMS)

I. REQUEST

Date: March 4, 2011

(a) Requested by Irwin Weingarten Of Compass Energy Solutions

(b) Description of change: Repair and replace various defective actuators in Humanities building for proper operation of HVAC systems with new EMS as detailed in: RFP #007 Rev A

II. CES's AGREEMENT

For all costs involved in this change including extensions of time herein requested CES proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

Cost plus-Basis
"Not-to-exceed"
(Computed in accordance with provisions of this Agreement)

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of N/A calendar days to N/A is requested.

COMPASS ENERGY SOLUTIONS by Fred Ghahramani Date: March 4, 2011

CUSTOMER APPROVAL:

Customer: SBCC

Contract Award $ 1,596,510.00
Previous Additions $ 250,975.00
Previous Deductions$ 0.00
Net Total $ 12,900.00
This Change $ 1,880,385.00
Total $ 1,880,385.00

By: Joseph Sullivan
Title: Vice President Business Services

Date:

Attachment 1
Page 2 of 2
4/20/11
AGREEMENT made as of the EIGHTH day of MARCH
in the year of 2011
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)
SANTA BARBARA CITY COLLEGE
721 CLIFF DRIVE
SANTA BARBARA, CA 93109

and the Architect:
(Name, address and other information)
CHARLES WOODBURN ARCHITECT
1724 CALLE PONIENTE
SANTA BARBARA, CA 93101

For the following Project:
(Include detailed description of Project)
REMODEL OF MODULAR BUILDING ECC 6

The Owner and Architect agree as follows.
ARTICLE 1 ARCHITECT'S RESPONSIBILITIES
§ 1.1 The services performed by the Architect; Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES
§ 2.1 DEFINITION
The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE
§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE
§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE
§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
§ 2.4.4 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.

§ 2.5 BIDDING OR NEGOTIATION PHASE
The Architect, following the Owner’s approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT
§ 2.6.1 The Architect’s responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor’s operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect’s consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT
§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
§ 2.5.9.2 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 2.6.5 and on the data comprising the Contractor’s Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect’s knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.5.9.3 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, (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.

§ 2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have 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.

§ 2.5.11 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data as deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner’s approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor 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.
§ 2.6.16 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 initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
§ 33.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 33.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 33.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 33.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 34 OPTIONAL ADDITIONAL SERVICES
§ 34.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 34.2 Providing financial feasibility or other special studies.

§ 34.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 34.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 34.5 Providing services relative to future facilities, systems and equipment.

§ 34.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 34.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 34.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 34.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 34.10 Providing detailed estimates of Construction Cost.

§ 34.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 34.12 Providing analyses of owning and operating costs.

§ 34.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 34.14 Providing services for planning tenant or rental spaces.

§ 34.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 34.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 34.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4  OWNER’S RESPONSIBILITIES
§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner’s other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 4.4 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. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner’s needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor’s Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner’s expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect’s Instruments of Service.
ARTICLE 5 CONSTRUCTION COST
§ 5.1 DEFINITION
§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST
§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:
1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 8.5; or
4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect’s Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner’s possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 8.3 Except for the licenses granted in Section 6.2, 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. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect’s consultants. 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.

§ 8.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7  DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 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 arbitration or the institution of legal or equitable proceedings by either party. 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 by arbitration.

§ 7.1.2 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

§ 7.1.3 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.

§ 7.2 ARBITRATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.
§ 7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. 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 or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.2.5 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.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES
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 in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION
§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance 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, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by 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.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, 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.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party 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.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 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 then due and all Termination Expenses as defined in Section 8.7.
§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS
§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, 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 the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of the similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of 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 an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 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.

§ 9.7 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.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants 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.

§ 9.9 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.

§ 9.10 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 date of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.
ARTICLE 10  PAYMENTS TO THE ARCHITECT
§ 10.1 DIRECT PERSONNEL EXPENSE
Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES
§ 10.2.1 Reimburseable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:
   .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
   .2 fees paid for securing approval of authorities having jurisdiction over the Project;
   .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
   .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
   .5 renderings, models and mock-ups requested by the Owner;
   .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
   .7 reimbursable expenses as designated in Article 12;
   .8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES
§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES
Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD
No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.
ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of
(\( \text{C} \) ZERO ) shall be made upon execution of this Agreement and credited to the Owner’s account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(\text{Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.})

A STIPULATED FEE THE SUM OF WHICH IS $5,925.00 (FIVE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS)

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(\text{Insert additional phases as appropriate.})

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage (%$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design</td>
<td>percent (N/A)</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>percent (N/A)</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>percent (100)</td>
</tr>
<tr>
<td>Bidding or Negotiation Phase</td>
<td>percent (100)</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>percent (100)</td>
</tr>
</tbody>
</table>

Total Basic Compensation               \text{one hundred percent (100.00\%)} \text{ } $5,925

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:
§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of __________ times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of __________ times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within __________ months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Payments are due and payable __________ days from the date of the Architect's invoice. Amounts unpaid __________ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.
ARTICLE 12  OTHER CONDITIONS OR SERVICES
(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

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

OWNER

(Signature)

ARCHITECT

(Signature)

(Printed name and title)

CHARLES WOODBURN ARCHITECT

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
### Certificate of Liability Insurance

**ACORD**

**CLIENT:** SANTA BARBARA CITY COLLEGE  
**ATTN:** Julie Hendricks  
**721 CLIFF DRIVE**  
**SANTA BARBARA, CA 93109**

---

**GENERAL LIABILITY**

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tbody>
<tr>
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<td>GENERAL LIABILITY</td>
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<tr>
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<td>CLAIMS MADE</td>
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**AUTO LIABILITY**

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**GARAGE LIABILITY**

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**EXCESS M Anza</no-word> LIABILITY**

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<tbody>
<tr>
<td>OCCUR</td>
<td>$1,000,000</td>
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<td>CLAIMS MADE</td>
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**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

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<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<td>E.L. DISEASE, EA EMPLOYED</td>
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<td>E.L. DISEASE, POLICY LIMIT</td>
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**OTHER PROF LIAB.**

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<td>Claims Made</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Retro: 1/5/03</td>
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</tbody>
</table>

**COVERAGE**

- 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.

---

**Certificate Holder**

**CERTIFICATE HOLDER**

**SANTA BARBARA CITY COLLEGE**  
**ATTN:** Julie Hendricks  
**721 CLIFF DRIVE**  
**SANTA BARBARA, CA 93109**

---

**Cancellation Policy**

**CANCELATION: Ten Day Notice for Non-Payment of Premium:**

**should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail notice to the certificate holder named to the left, julie hendricks at the above address.**

---

**Authorized Representative**

**Kathleen M. Voassey**

**Attachment 2**  
**Page 16 of 16**  
**4/22/201**

---

**Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions**

Re: Renovation of ECC 6.  
Santa Barbara City College is Additional Insured as respects to General Liability coverage as required by written contract.
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

2) The "personal injury" for which coverage is sought arises out of an offense committed after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily
injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occur, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**BID TABULATION**

**BID #671**

**Project:** ROOF REPLACEMENT (BOOKSTORE), RESTORATION (BC) AND REPAIRS (VARIOUS LOCATIONS)

**Date:** Tuesday, April 5, 2011

**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addend #1</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Channel Islands Roofing</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Rey-Crest Roofing (rejected: incomplete bid package)</td>
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<td>X</td>
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</tbody>
</table>

**Bid Opened by:** R. Morales

**Bid Opening Attended by:** R. Morales, J. Hendricks

**Copies Sent to:** Purchasing, A. Forbes, J. Hendricks, J. Sullivan
## SANTA BARBARA COMMUNITY COLLEGE DISTRICT

### BID TABULATION

**BID #672**

**Project:** PHYSICAL SCIENCES ROOM 130 COOLING SYSTEM INSTALLATION

**Date:** Thursday, April 7, 2011  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addend #1</th>
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<th>Sub Contractor</th>
<th>Contractor Licensing Statement</th>
<th>MBE/ WBE</th>
<th>Experience Statement</th>
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</tr>
</tbody>
</table>

**Bid Opened by:** Rob Morales  
**Bid Opening Attended by:** R. Grossman, R. Morales, J. Hendricks  
**Copies Sent to:** Julie Hendricks, Joe Sullivan, Alex Forbes, Purchasing
## SANTA BARBARA COMMUNITY COLLEGE DISTRICT

### BID TABULATION

#### BID #673

**Project:** FACILITIES AND STUDENT SERVICES GAS LINE REPLACEMENT

**Date:** Thursday, April 7, 2011  
**Time:** 3:30 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addend #1</th>
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<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
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</thead>
<tbody>
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<td>Shaw Construction</td>
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<td>X</td>
<td>X</td>
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<td>Gas Control Technologies</td>
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<td>Hanly General Engineering</td>
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<td>X</td>
<td>X</td>
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</tbody>
</table>

**Bid Opened by:** Rob Morales  
**Bid Opening Attended by:** J. Hendricks, K. Pizano, B. Stoll, Janel  
**Copies Sent to:** Alex Forbes, Joe Sullivan, Julie Hendricks, Purchasing
Change Order #: 16
March 12, 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
351 North Blosser Rd.
Santa Maria, CA 93458

The Contract is changed as follows:

1. Reroute Plumbing/Add Chase, per CP #264 and COR #1.255
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Reroute vent lines from restrooms 158 and 161 up through the hospitality cabinetry and take the vent upward through the roof. This requires a plumbing chase in the lobby.
   Add: $ 5,546.00

2. Stair #4 Enlarge @ Mezzanine, per CP #407 and COR #1.256
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Demo slab and pan deck at mezzanine, prep for slab repair, fab metal closure at pan deck, weld angle closure plate, place and finish concrete at Stair #4. Reference RFI 1.750, dated July 6, 2010; FWD 1.206, dated November 30, 2010; and Sketch SK-S158, dated August 9, 2010.
   Add: $ 7,146.00

3. Demo for Shotcrete @ Footing, per CP #169 and COR #1.257
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Sawcut and demo footings and slabs not shown on demo drawings in Rooms 155, 156 and at 1 Line at Room 008 and to remove dirt in Room 151B to prep for shotcrete placement. Reference RFI 1.440, dated January 4, 2010; RFI 1.449, dated January 13, 2010; RFI 1.449A, dated February 2, 2010; and Sketch SK-93, dated February 2, 2010.
   Add: $ 5,493.00

4. Power Insta-Hot Units Rm 150B, per CP #501 and COR #1.258
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide necessary circuits to power the insta-hot water heaters called for in room 150B. Plumbing drawings call for insta-hot units, but the electrical drawings did not provide power. Reference RFI 1.913, dated October 7, 2010.
   Add: $ 5,843.00
5. Mix Station Cabinet, per CP # 443 and COR #1.259
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Furnish and install plastic laminate counter with equipment cover and support at the mix
   area in Room 204A. Reference RFI 1.753, dated July 6, 2010 (Item 6 and Sketch SK-ASI-A111
   only).
   Add: $ 5,100.00

6. Replace Orchestra Pit 4" Wall, per CP # 301 and COR #1.260
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Remove the existing 4" concrete wall in the Orchestra Pit and replace it with a new 10" concrete wall. Reference FWD 1.162, dated May 19, 2010; RFI 3.009, dated January 19, 2010; Sketch SK-ASI-A061-R1, dated April 15, 2010; and Sketch SK-S115, dated April 20, 2010.
   Add: $ 5,413.00

7. Raise Scuppers, per CP # 477 and COR #1. 261
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Raise scuppers as directed by the DSA IOR. Reference FWD 1.012, dated September 3, 2009; RFI 1.095, dated July 20, 2009; and previous Cost Proposal 29010-065.
   Add: $ 4,061.00

8. Abate of Drywall Door Frames, per CP # 492 and COR #1.262
   Requested by: Owner
   Compensable Contract Day Change: 0
   Add: $ 3,365.00

9. Acoustical Panels/Framing, per CP # 107 and COR #1.263
   Requested by: Owner
   Compensable Contract Day Change: 0
   Add: $ 7,819.00

10. New Circuit Breaker Panel HV, per CP # 490 and COR #1.264
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Replace the existing 100A breaker in the main switchgear, feeding panel HV-3, with a new 90A breaker. The current breaker does not adequately protect the feeders to HV-from over-rated current surges, and violates code requirements. The existing breaker will be turned over to the District as a spare part. Reference RFI 1.969, dated November 5, 2010.
    Add: $ 1,480.00
11. Replace Exist Breakers in MS, per CP # 534 and COR #1.265
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Replace the existing breaker in the main switchgear (MS) with a new 30A, 3P circuit
   breaker. This breaker protects the circuit feed to HVAC unit HV-1. Existing breaker will be
   turned over to the District as a spare part. Reference RFI 11051, dated December 29, 2010.
   Add: $ 1,601.00

12. Replace Mold Damaged E. BR, per CP # 069R1 and COR #1.266
   Requested by: Owner
   Compensable Contract Day Change: 0
   Mold and water damage was uncovered on the drywall that was to remain in these rooms.
   It was determined that existing metal studs did not need replacement. Reference RFI #1.255,
   has been modified to reflect areas indicated on the attached sketch SK-CP 069.
   Add: $ 2,417.00

13. Changes to Door 136-1, per CP # 159 and COR #1.267
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Change the pair of doors designated 136-1 from wood slab doors (type A) to hollow
   metal glazed doors (type B). In addition, the existing frame was unusable, and required
   Add: $ 5,695.00

14. Shotcrete Rebar at 6/E Lines, per CP # 167 and COR #1.268
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide additional rebar for the revised shotcrete wall at 6 Line near E Line; and to cut
   the required notch for the expansion joint at the catwalk. Reference RFI 1.685, dated
   June 14, 2010, Sketch SK-ASI-A042C, dated December 18, 2009, and Sketch SK-ASI-A092,
   dated June 24, 2010.
   Add: $ 1,585.00

15. Dry Pack (E) CMU Voids Rebar, per CP # 173 and COR #1.269
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Dry pack/grout existing CMU cell voids for dowels for pan deck concrete above Scene
   Add: $ 2,100.00

16. Room 149 Pan Deck Support, per CP # 253 and COR #1.270
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Furnish and install tube steel brace onto pan deck at Room 149. Reference FWD 1.133,
   dated April 13, 2010; and RFI 1.547, dated March 31, 2010.
   Add: $ 2,608.00

17. Infill Above Door/Window, per CP # 252R1 and COR #1.271
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Infill above door and window at house managers office room 201 with drywall, finish, and plaster. This price includes removal of plaster to accommodate for new framing.
Add: $ 7,577.00

18. Install Angle @ 008 Deck, per CP # 296 and COR #1.272
Requested by: Owner
Compensable Contract Day Change: 0
Add: $ 1,000.00

19. Form Pilasters @ H Line Column, per CP # 340 and COR #1.273
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Form pilasters to provide coverage over weld plates at H Line columns. Reference RFI 1.866, dated September 9, 2010. The additional material is minimal, this Cost Proposal is for forming costs only.
Add: $ 2,348.00

20. Infill at 8" CMU T.O.W., per CP # 297 and COR #1.274
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Infill at 8" CMU, T.O.W. to 12" CMU, on H Line per RFI 1.599, dated May 3, 2010, including Sketch "ELEVATION @ "H" LINE T.O.W., with Section A. Also, Reference FWD 1.156, dated May 13, 2010.
Add: $ 2,357.00

21. Waterproof Elevator 2 Pit Walls, per CP # 337 and COR #1.275
Requested by: Owner
Compensable Contract Day Change: 0
Add: $ 1,373.00

22. Re-Grout/Drypack @ Shotcrete, per CP # 387 and COR #1.276
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Drypack and grout where the radius shotcrete beam was removed at the mixing station area in Garvin Theater per FWD 1.217, dated December 9, 2010 and KPFF Field Report, dated July 20, 2010.
Add: $ 9,136.00

23. Power & Piping Mini Split, per CP # 396R1 and COR #1.277
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Install condensate piping and electrical power to the mini-split system at Room 169 and the condensing unit outside the building. The condensing unit is located at gridline 6, near gridline
C. Reference RFI 1.769, dated July 20, 2010; Electrical Engineer’s response to RFI 1.769, dated July 30, 2010; and RFI 1.731, dated June 24, 2010. DBC has provided the drywell needed to complete the condensate drain system at no additional cost to the District. This cost proposal excludes the removal, relocation and reinstallation of the fan coil unit from the House Manager’s Office, which will be priced separately. R1 pricing has been updated to reflect conduit routing through the east restrooms and corridor 152, per our site walk of March 18, 2011. The condensing unit relocation was effected under CP 29010-207.

Add: $ 6,682.00

24. Hardscape North of Garvin, per CP # 399R1 and COR #1.278
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Demo broken concrete, excavate, install drain box and pipe, sand, and place 4” concrete slab to fill in dirt areas on the North side of the Garvin Theater. Reference RFI 1.761, dated August 4, 2010; Sketch SK-ASI-100 R1, dated August 17, 2010; and RFI 1.761A, dated October 25, 2010 with Sketch SK-ASI-100R2 dated January 21, 2011; Sketch SK-ASI-100R2 with notes by DBC, dated March 15, 2011; and Detail “D” Concrete Drain Box. This proposal is based on the tie-in of the new drain box to the (E) drain box with a six (6) inch drain line. An alternate deduct of $1,066.00 can be taken if the (E) eight (8) inch storm drain line can be located at the new drain box location and make the tie-in over.

Add: $ 24,000.00

25. Wall Mounted Exhaust Fan 150, per CP # 435 and COR #1.279
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide and install Broan exhaust fan, Model 512M in lieu of the specified fan. Old fan turned over to the Owner. Reference RFI 1.907, dated October 4, 2010, and attached specification sheets.

Add: $ 2,175.00

26. Demo, Plaster, Weld Bolts, per CP # 272R1 and COR #1.280
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Demolish existing plaster to install contract plates, plug weld bolts at plates and provide and install expansion control joints to the overlaying plaster. This work was located at 1- and 6-lines at the top of the (e) CMU walls, from H-line to F4-line. Reference RFI 1.557, dated April 9, 2010, RFI 1.937, dated October 18, 2010, and RFI 1.972, dated November 15, 2010. R1 pricing has been adjusted to provide credit for the control joint material called out in the plaster specification; due to the need for an expansion joint at this location, the CJ was not used.

Add: $ 9,580.00

27. Notch Gusset Brace Frame, per CP # 474R2 and COR #1.281
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: CM 02/14/11 - Cut gussets on F4 Line at brace framing and add metal stud framing to conceal for visual effect per FWD 1.208, dated December 1, 2010; RFI 1.986, dated November 19, 2010; Sketch SK-S191, dated November 24, 2010; and Sketch SK-ASI-A178, dated November 30, 2010.

Add: $ 3,612.00
28. Frame Stage Fire Curtain, per CP # 504 and COR #1.282  
Requested by: Owner  
Compensable Contract Day Change: 0  
Reason: Furnish and install revised metal framing and drywall to accommodate the stage fire curtain. Reference FWD 1.219, dated December 29, 2010; and Sketch SK-ASIA178-R1, dated December 28, 2010.  
Add: $ 1,958.00

29. Added Drywall @ Jurkowitz Ca, per CP # 441 and COR #1.283  
Requested by: Owner  
Compensable Contract Day Change: 0  
Reason: Add drywall to 11'-0" A.F.F. in the Jurkowitz Theater where the catwalk was removed. Reference RFI 1.888, dated September 22, 2010.  
Add: $ 1,111.00

30. Frame Header Drink Fountain, per CP # 317 and COR #1.284  
Requested by: Owner  
Compensable Contract Day Change: 0  
Add: $ 650.00

Total Cost of This Change Order: Add: $140,831.00

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

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Net change by previously authorized change orders</td>
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<td>The date of substantial completion as of the date of this change order is</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 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)