

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

FACILITIES MANAGEMENT
OFFICE OF PLANNING & CONSTRUCTION
(805) 961-2081

SANTA BARBARA, CALIFORNIA 93106

October 18, 1989

GOLDRICH & KEST, INC.
5150 Overland Avenue
Culver City, CA 90230

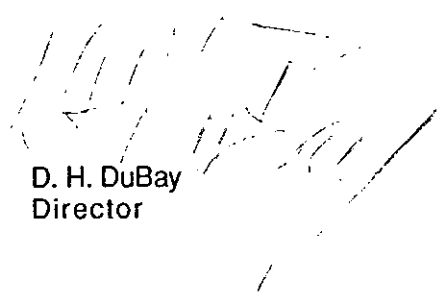
Faculty Housing
Project No. 986320

NOTICE OF COMPLETION

Enclosed is a copy of the Notice of Completion and a copy of the Recording Receipt on the subject project.

The project was completed on September 26, 1989 and the Notice of Completion was recorded by the Santa Barbara County Recorder's Office on October 6, 1989.

If any defects develop within the warranty period, you will be requested to take corrective action as provided under the guarantee provisions of the contract.


D. H. DuBay
Director

DHD/pl
Enclosures

cc: Vice Chancellor of Admin. Serv's
D. Pearson, Accounting
T. Tomeoni
N. Downard
N. Rowan

RECORDED

NOV 13 2002

RECORDING REQUESTED
WHEN RECORDED RETURN TO

Facilities Management, Bldg. 439
University of California
Santa Barbara, CA 93106

89-067142

Rec Fee .00
Total .00

Recorded
Official Records
County of
Santa Barbara
Kenneth A Pettit
Recorder

1:00pm 6-Oct-89

MR 1

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on the 26th day of September, 1989,
the work on the FACULTY HOUSING - 986320 project
was completed. The name of the owner is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
hereinafter referred to as "The Regents." The address of The Regents is 2200
University Avenue, Berkeley, California 94720. The Regents is the owner in fee simple
of the real property know as University of California, Santa Barbara
and of all improvements and buildings thereon including the above-named project.
The name of the original contractor is GOLDRICH, KEST & ASSOCIATES

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Donald H. DuBay
Director of Facilities Management

I, Donald H. DuBay, say that I am the Director of Facilities Mgmt.

of the Santa Barbara campus of the University of California, and as such make this
verification on behalf of The Regents of the University of California, a Corporation;
that I have read the above notice of completion and know the contents thereof and
that the facts stated therein are true. I declare under penalty of perjury that the
foregoing is true and correct. Executed on _____, 1989 at Santa Barbara.

Donald H. DuBay, Director of Facilities
Management

STATE OF CALIFORNIA)

COUNTY OF Santa Barbara)

On this 29th day of September, in the year 1989, before me, a
Notary Public, personally appeared Donald H. DuBay, known to me to be the
Director of F.M. of the Santa Barbara Campus of the University of California,
who executed the above instrument on behalf of The Regents of the University of
California and acknowledged to me that such corporation executed the same. IN
WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year
written by me above.

Carolyn J. Robinson
Notary Public in and for the said County and State

My Commission expires:

Jan. 16, 1993



SANTA BARBARA, CALIFORNIA October 2, 1989

The Regents of the University of California, Santa Barbara

To County Recorder of Santa Barbara County, Dr.

FEES PAYABLE IN ADVANCE

KENNETH A. PETTIT, CLERK RECORDER

		Notice of Completion, Goldrich, Kest & Associates for																	
		the work of Faculty Housing, Project No. 986320,																	
		University of California, Santa Barbara.																	



CONTRACT PREMIUM
AUDIT REPORT

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

8.2.0.0
BENTON

WITHOUT PREJUDICING YOUR RIGHT OR AFFECTING OUR ABILITY
FOR BOND(S) DESCRIBED IN PART I, PLEASE COMPLETE INFORMATION
AS AVAILABLE IN PART II AND RETURN CARBON COPY TO YOUR
LOCAL SURETY OFFICE. THANK YOU FOR YOUR ASSISTANCE.

PS YAM

DATE 04/29/1988

SERVICE CENTER LOS ANGELES

PART I - BOND INFORMATION

CONTRACTOR

GOLDRICH & KEST, INC.
5150 OVERLAND AVE.
CULVER CITY CA 90230

OWNER

UNIVERSITY OF CALIF. FACILITIES MANAGEMENT
BLDG. 439 ROOM 130
SANTA BARBARA CA 93106

BOND NUMBER 4996224

Effective Date 02/11/1985

Contract Description CONSTRUCTION OF FACULTY HOUSING PROJECT, UNIVERSITY OF CALIF
SANTA BARBARA

Contract Price \$7,139,269

BONDS:

Performance \$7,139,269
Payment

PART II - AUDIT INFORMATION

1. IF CONTRACT COMPLETED PLEASE PROVIDE THE FOLLOWING INFORMATION:

- a. Approximate completion date and/or acceptance date
- b. Final contract price
- c. Sales tax
- d. Total contract price

\$ _____
\$ _____
\$ _____

2. IF CONTRACT UNCOMPLETED PLEASE PROVIDE THE FOLLOWING INFORMATION:

- a. Probable completion date
- b. Approximate percentage or dollar amount of contract completed or delivered

Unknown

3. ARE THERE ANY CLAIMS, ASSIGNMENTS, STOP NOTICES, OR LIENS ON FILE?

YES NO

4. REMARKS:

Date 5-27-88 Signature *Robert W. Kutz*

Office of the
Vice Chancellor

Title _____

UNIVERSITY OF CALIFORNIA
Facilities Management, Bldg. 439
Planning & Construction Office
805/961-2081 or 961-3298

SANTA BARBARA CAMPUS

Project No. 986320

Page 1

CHANGE ORDER

Date December 8, 1987

Order No. 11 Name of Project Faculty Housing

Location University of California, Santa Barbara, California

To the Contractor: Geldrich & Kest, Inc.

Address: 5150 Overland Ave., Culver City, CA 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

1. The amount of funds retained by the University pending completion of work and filing a Notice of Completion is hereby determined to be \$71,000.00 ~~This reduction~~
~~XXXXXX amount of funds retained by the University is made in accordance with the~~
~~XXXXXX of Article 4.9 of the General Conditions of the contract.~~
2. The contract price is reduced in the amount of \$2,156.93, which sum represents full and complete payment due the University for the University's furnishing of water, electrical power and natural gas which was used by the contractor during the period of the contract. This sum includes \$2,013.34 for water, \$76.78 for electrical power, and \$66.31 for natural gas. Deduct...\$2,156.93.
3. The contractor shall delete all (8) enclosures for trash receptacles. Deduct...\$13,568.00.
4. The contractor shall delete all improvements for barbeque areas (three areas). Deduct...\$5,208.00.
5. The contract price is reduced in the amount of \$2,500, which amount shall represent full and complete payment due the University due to the contractor's use of irrigation sprinkler heads with nozzles which rise 1" when activated.

UNIVERSITY OF CALIFORNIA
Facilities Management, Bldg. 439
Planning & Construction Office
805/961-2081 or 961-3298

SANTA BARBARA CAMPUS

Project No. 986320

Page 2

CHANGE ORDER

Date December 8, 1987

Order No. 11 Name of Project Faculty Housing

Location University of California, Santa Barbara, California

To the Contractor: Goldrich & Kest, Inc.

Address: 5150 Overland Ave., Culver City, CA 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

- The contract price is reduced in the amount of \$6,500.00, which amount is assessed as liquidated and ascertained damages due to a delay in releasing all units for beneficial occupancy on or prior to May 23, 1987. The University acknowledges receipt of beneficial occupancy of all units on or before June 10, 1987. The beneficial occupancy date of each unit and other elements of the project will be established by a subsequent change order.
- The contract price is reduced in the amount of \$18,258.64, which amount represents funds due the University to cover the contractor's agreed (60%) share of the cost for roof inspection services which were provided by others. Deduct...\$18,258.64.
- The contract completion date is extended 270 calendar days in order to permit completion of miscellaneous items of work which were not complete at the date of beneficial occupancy. Liquidated damages in the amount of \$40.00 per calendar day shall be assessed for each day work remains incomplete after February 16, 1988.


Safeco consents to this Change Order and agrees that the reduction of retention to less than the contractually specified amount shall not, in any manner, abrogate or exonerate the payment and/or Performance Bonds.

DEDUCT: _____ Dollars (\$48,191.57)

As a result of this Change, the contract completion date is extended from May 22, 1987 to _____
(is, is not) (date per contract or per last C.O.)

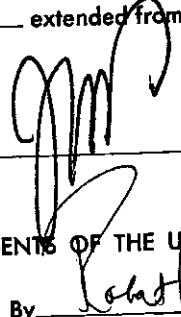
February 16, 1988
(date per this C.O.)

Approved - Surety


SAFECO Insurance Co. of America
Bonds No. 4996224
Funds sufficient:

For Accounting Office

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By 
T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR)

By 

Project No. 986320
8-986320-01575-1-8891

CHANGE ORDER

Order No. 9 Name of Project U.C.S.B. Faculty Housing Date May 11, 1987
Location El Colegio Road

To the Contractor: Goldrich, Kest & Associates
Address: 5150 Overland Avenue, Culver City, CA 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

In consideration of the payment by Contractor of Liquidated Damages in the amount of \$50,000, the time allotted for completion of the work as listed in the Information for Bidders and included in the Basic Agreement shall be extended through and including May 22, 1987. The only exception to that date of completion shall be the period during which Contractor shall provide landscape maintenance, which period shall commence when all other Work is completed.

If all Work, other than landscape maintenance, is not completed on or before May 22, 1987, the Contractor will pay liquidated damages of \$500.00 for each work day (excluding Saturdays and Sundays) until the Work is completed and has been accepted.

*and Holidays
A.E.*


~~DEDUCT:~~ fifty thousand and no/100 ----- Dollars (\$ 50,000)

As a result of this Change, the contract completion date is extended from Dec. 26, 1986 to May 22, 1987
(is, is not) (date per contract or per last C.O.) (date per this C.O.)

EDWARDS-PITMAN  A.I.A.
Architect/Engineer

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By 
T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR) 

By 5/26/87

Funds sufficient:

For Accounting Office

UNIVERSITY OF CALIFORNIA
Facilities Management, Bldg. 439
Planning & Construction Office
805/961-2081 or 961-3298

8-986320-01575-1-8891
SANTA BARBARA CAMPUS

Project No. 986320

CHANGE ORDER

Order No. 10 Name of Project Faculty Housing Date September 24, 1987

Location University of California, Santa Barbara, California

To the Contractor: Goldrich & Kest, Inc.

Address: 15233 Ventura Blvd., Ste. #86

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

The amount of funds retained by the University pending completion of work and filing a Notice of Completion is hereby determined to be \$364,855.06. This reduction in the amount of funds retained by the University is made in accordance with the provision of Article 43 of the General Conditions of the contract.

RECEIVED
SEP 28 1987
G&K CONSTRUCTION

ADD—DEDUCT: -----NO CHARGE----- Dollars (\$ -----)

As a result of this Change, the contract completion date is not extended from ----- to -----
(is, is not) (date per contract or per last C.O.)
(date per this C.O.)

Approved - Surety - (Date) [Signature] 10-1-87
SafeCo Insurance Co. of America
Bonds No. 4996224

[Signature]
Architect/Engineer

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By [Signature]
T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR) [Signature]
By [Signature]

Funds sufficient:

For Accounting Office

CHANGE ORDER

Date February 6, 1986

Order No. 3 Name of Project FACULTY HOUSING

Location El Colegio Rd., Santa Barbara CA

To the Contractor: Goldrich, Kest and Associates

Address: 5150 Overland Avenue, Culver City CA 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

The Contractor shall re-locate building units within Clusters C, D & E as required to place all units 50 or more feet from any existing trees located on the construction site. All associated or related work including landscaping and pool area changes shall be accomplished as required to accommodate the building location changes.

This Change Order shall confirm the notice given on January 27, 1986 to terminate the "Stop Work" order which was delivered to the contractor on Sept. 10, 1985, stopping work on 15 units located in the S/E corner of the project. The sum of \$130,000, which is hereby added to the contract price, constitutes full and complete remuneration which is due the contractor for all costs associated with relocation of the units as outlined above, and for delays or revisions in construction schedules which resulted from delivery of the court imposed aforementioned Stop Work order.

An extension of contract time due the contractor because of the Stop Work order referred to above shall be granted after the full and complete effect of the "Stop Work" order has been determined.

ADD One hundred, Thirty thousand and no/100----- Dollars (130,000.00)
Sept. 1, 1986

As a result of this Change, the contract completion date is not extended from ----- to -----
(is, is not) (date per contract or per last C.O.)

(date per this C.O.)

Edwards Pitman, AIA

Architect/Engineer

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By T.L. Towne
T.L. Towne, Director of Facilities

Funds sufficient:

Accepted: (CONTRACTOR) Goldrich, Kest and Associates

For Accounting Office

By -----

Project No. 986320

8-986320-01575-1-8891

CHANGE ORDER

Date May 14, 1986

Order No. 4 Name of Project Faculty Housing
Location El Colegio Road

To the Contractor: Goldrich, Kest and Associates
Address: 5150 Overland Avenue, Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

Time Extension Due to Rain

Jan. 6, 1986 - Goldrich, Kest & Assoc's letter dated Jan. 8, 1986:	1 day
Feb. 12, 1986 thru Feb. 19, 1986: - Goldrich, Kest & Assoc's letter	8 days
Feb. 21, 1986: dated Feb. 21, 1986	1 day
March 8, 1986: - Goldrich, Kest & Assoc's letter dated March 9, 1986	1 day

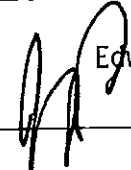
Time Extension Due to Court Injunction

Goldrich, Kest & Assoc's letter dated Jan. 31, 1986:	106 days
TOTAL TIME EXTENSION <u>116 days</u>	

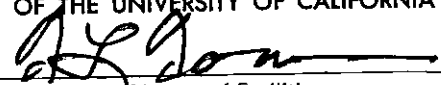
The time allotted for completion of work and listed in the Information for Bidder's and included in the basic Agreement, is hereby revised to provide for the contractor's completion or release for beneficial occupancy of two (2) quadrants or clusters of units on or prior to Sept. 25, 1986 and completion or release for beneficial occupancy of all other units on or prior to Nov. 25, 1986. All work, including the establishment and maintenance of lawn areas and plant materials, shall be completed on or prior to Dec. 26, 1986. The assessment for liquidated and ascertained damages shall remain as outlined in the Agreement; i.e., \$20 per calendar day per unit for each day a unit remains unavailable for beneficial occupancy after the date established by this change order and \$40 per calendar day that all work remains incomplete beyond the date of Dec. 26, 1986.

ADD—DEDUCT: n/a Dollars (\$)

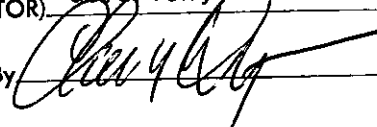
As a result of this Change, the contract completion date is extended from Sept. 1, 1986 to Dec. 26, 1986
(is, is not) (date per contract or per last C.O.) (date per this C.O.)


Edwards . Pitman, AIA
Architect/Engineer

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By 
T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR) Goldrich, Kest & Assoc.

By 

Funds sufficient:

For Accounting Office

UNIVERSITY OF CALIFORNIA
Facilities Management
Planning & Construction Office

SANTA BARBARA CAMPUS

986320

Project No. _____

8-986320-01545-1-8891

CHANGE ORDER

May 29, 1986

Date _____

Order No. 6 Name of Project Faculty Housing

Location El Colegio Road

To the Contractor: Goldrich, Kest ~~and Assoc.~~, Inc.

Address: 5150 Overland Ave., Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

Item No. 1: Revision to kitchen countertops, (change front edge from wood to plastic laminate).

CREDIT: (\$ 4,225.00)

Item No. 2: Omit carpet from contract.

CREDIT: (86,009.00)

TOTAL CREDIT: (90,234.00)

RECEIVED

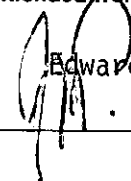
JUN 13 1986

G & K CONSTRUCTION

~~ADD~~ DEDUCT: Ninety thousand two hundred thirty four dollars Dollars (\$ 90,234.00)

As a result of this Change, the contract completion date is not extended from no change to _____
(is, is not) (date per contract or per last C.O.)

(date per this C.O.)



Edwards . Pitman, AIA
Architect/Engineer

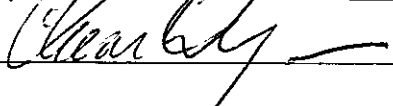
Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By 

T.L. Towne, Director of Facilities

Funds sufficient:

Accepted: (CONTRACTOR) Goldrich, Kest and Assoc. Inc.

By 

For Accounting Office

CHANGE ORDER

Date April 21, 1986

Order No. 5 Name of Project Faculty Housing

Location El Colegio Road

To the Contractor: Goldrich, Kest and Assoc.

Address: 5150 Overland Ave., Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

DELETE all remaining work for the vernal pools for which an initial allowance of \$5,000 was established by the basic contract.

MAY 07 1986
E B K CONSTRUCTION

~~ADD~~ DEDUCT: Four thousand eight hundred fifty seven dollars Dollars (\$ 4,857.00)
no change

As a result of this Change, the contract completion date _____ (is, is not) _____ extended from _____ (date per contract or per last C.O.) to _____

(date per this C.O.)

Edwards Pitman, AIA

Architect/Engineer

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By T.L. Towne
T.L. Towne, Director of Facilities

Funds sufficient:

Accepted: (CONTRACTOR) Goldrich, Kest and Assoc.

For Accounting Office

By [Signature]

Project No. 986320

8-986320-01575-8891

CHANGE ORDER

Date August 7, 1986

Order No. 7 Name of Project Faculty Housing
Location El Colegio Road

To the Contractor: Goldrich, Kest and Assoc.
Address: 5150 Overland Ave., Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

Item No. 1:	Upgrade light fixtures per Submittal No. 71 - approved by the owner. See attached.	ADD	\$16,000.00
Item No. 2:	Enclose all patios that are not already enclosed on the contract documents with a typical stucco wall fence.	ADD	\$17,150.00
		TOTAL ADD	\$33,150.00

ADD ~~PROJECT~~ Thirty Three Thousand One Hundred Fifty Dollars (\$33,150.00)

As a result of this Change, the contract completion date is not extended from no change to
(is, is not) (date per contract or per last C.O.)

(date per this C.O.)

EDWARD C. PITMAN, AIA

Architect/Engineer

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR) Goldrich, Kest and Assoc.

Funds sufficient:

For Accounting Office

UNIVERSITY OF CALIFORNIA
Facilities Management
Planning & Construction Office

SANTA BARBARA CAMPUS

Project No. 986320

8-986320-01575-1-8891

CHANGE ORDER

Date November 14, 1986

Order No. 8 Name of Project U. C. S. B. FACULTY HOUSING
Location El Colegio Road

To the Contractor: Goldrich, Kest and Assoc.
Address: 5150 Overland Ave., Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

The contractor shall provide an Interior color change for Buildings D, E, F & G, total of 11 units.

Paint not used under this Change Order to be delivered to job. and shall be in the amount of 330 gallons.

Time extension to be addressed in a separate Change Order.

ADD ~~PERMIT~~ XXA Five Thousand Two Hundred Fifty-one & 45/100..... Dollars (\$ 5,251.45)

As a result of this Change, the contract completion date _____ (is, is not) extended from _____ (date per contract or per last C.O.) to _____ (date per this C.O.)

EDWARDS . PITMAN, AIA

Architect/Engineer

RECEIVED

DEC 01 1986

G & K CONSTRUCTION

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR) Goldrich, Kest and Assoc.

Funds sufficient:

By _____

For Accounting Office

UNIVERSITY OF CALIFORNIA
Facilities Management
Planning & Construction Office

SANTA BARBARA CAMPUS

Project No. 8-986320-01575-1-889

CHANGE ORDER

Page 1 of 3

Date December 17, 1985

Order No. 2 Name of Project Faculty Housing

Location El Colegio Road

To the Contractor: Goldrich, Kest & Associates

Address: 5150 Overland Avenue, Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

Item #1:			
Upgrade bath accessories:	ADD	\$ 6,500.00	✓
Item #2:			
Add garage door openers:	ADD	14,950.00	✓
Item #3:			
Add metal astrigal to french doors: (G/K letter of Aug. 27, 1985)	ADD	<u>3,846.00</u>	✓
	TOTAL ADD:	\$ 25,296.00	
Item #4:			
Use native soil for backfill of utility trenches: (G/K letter of Aug. 27, 1985)	DEDUCT	\$(10,000.00)	✓
Item #5:			
Use R-11 insulation in walls in lieu of R-13: (G/K letter of Aug. 27, 1985)	DEDUCT	(2,509.00)	✓
Item #6:			
Delete B.T.U. flow meters: (G/K letter of Aug. 27, 1985)	DEDUCT	(9,750.00)	✓
ADD-DEDUCT:	See page two	Dollars (\$)

UNIVERSITY OF CALIFORNIA
Facilities Management
Planning & Construction Office

SANTA BARBARA CAMPUS

Project No. 986320

Page 2 of 3

CHANGE ORDER

Date December 17, 1985

Order No. 2 Name of Project Faculty Housing

Location El Colegio Road

To the Contractor: Goldrich, Kest & Associates

Address: 5150 Overland Avenue, Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

Item #7:

On-site lumber grading in lieu of mill grading
stamp: (G/K letter of Sept. 19, 1985):

DEDUCT \$(1,410.00) ✓

SUBTOTAL: \$ 23,669.00

TOTAL ADD: \$ 1,627.00

TIME EXTENSION

Item A:

✓ Operators' strike, July 25, 1985 to Aug. 6, 1985:
(G/K letter of Aug. 6, 1985)

12 days

Item B:

✓ Rain delay - Oct. 21, 1985 to Oct. 22, 1985:
(G/K letter of Oct. 21, 1985)

2 days

Item C:

✓ Rain delay - Nov. 11, 1985 to Nov. 12, 1985:
(G/K letter of Nov. 12, 1985)

2 days

Item D:

✓ Rain delay - Nov. 24, 1985 to Nov. 26, 1985:
(G/K letter of Nov. 27, 1985)

3 days

ADD-DEDUCT: See page three Dollars (\$ _____)

CHANGE ORDER

Date December 17, 1985

Order No. 2 Name of Project Faculty Housing

Location El Colegio Road

To the Contractor: Goldrich, Kest & Associates

Address: 5150 Overland Avenue, Culver City, Ca. 90231-3623

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

Item E:
Rain delay - Dec. 2, 1985 to Dec. 6, 1985:
(G/K letter of Dec. 6, 1985) 4 days

Item F:
Muddy condition from previous rain, no work
Dec. 10, 1985: 1 day
(G/K letter Dec. 11, 1985)

TOTAL DAYS 24 days

ADD ~~DEDUCT~~ XXXXX: One Thousand Six Hundred Twenty Seven Dollars Dollars (\$ 1,627.00)

As a result of this Change, the contract completion date is extended from August 8, 1986 to September 1, 1986
(is, is not) (date per contract or per last C.O.)
(date per this C.O.)

Edwards Pitman, AIA

Architect/Engineer

cc: original (jcs)
Architect
Proj. Mgr.
Contractor
Acctg.

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR) Goldrich, Kest & Associates

Funds sufficient:

By [Signature]

CHANGE ORDER

Date August 12, 1985

Order No. 1 Name of Project FACULTY HOUSING PROJECT

Location West Campus, UCSB, Santa Barbara CA 93106

To the Contractor: GOLDRICH, KEST & ASSOCIATES

Address: 5150 Overland Ave., Culver City CA 90230

You are hereby instructed that the contract in caption is modified as herein specifically set forth, but that in all other respects the contract remains unaltered.

1. The contract price is hereby increased in the amount of \$320,000.00, which sum shall constitute full and complete compensation due the contractor on account of delaying the start of construction site work, as directed by the University, until July 8, 1985.
2. The time allotted for completing of work and listed in the **Information for Bidder's** and included in the basic **Agreement**, is hereby revised to provide for the contractor's completion or release for beneficial occupancy of two (2) quadrants or clusters of units on or prior to May 8, 1986 and completion or release for beneficial occupancy of all other units on or prior to July 8, 1986. All work, including the establishment and maintenance of lawn areas and plant materials, shall be completed on or prior to Aug. 8, 1986. The assessment for liquidated and ascertained damages shall remain as outlined in the **Agreement**, i.e., \$20 per calendar day per unit for each day a unit remains unavailable for beneficial occupancy after the date established by this change order and \$40 per calendar day that all work remains incomplete beyond the date of Aug. 8, 1986.
3. Delete construction of the tennis court shown on the contractor's cost proposal. Provide irrigation and landscaping in the areas made available by deletion of the tennis court.

DEDUCT: \$50,000.00

~~ADD DEDUCT~~ Two hundred, Seventy thousand and no/100----- Dollars (\$270,000.00)

As a result of this Change, the contract completion date is extended from non-determined date to Aug. 8, 1986
(is, is not) (date per contract or per last C.O.)

Aug. 8, 1986
(date per this C.O.)

cc: Orig. (JCS)
P&C Fiscal
Acctg.
Contractor
Architect
Proj. Mgr.
File
Funds sufficient:

J.B. Julian
Project Manager

Approved: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By T.L. Towne
T.L. Towne, Director of Facilities

Accepted: (CONTRACTOR) GOLDRICH, KEST, INC.

9/3/85 By [Signature] acct. Sec'y.

For Accounting Office

REQUEST FOR PROPOSAL
STEP 2
FOR
FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA
SANTA BARBARA



Theodore L. Towne, Engineer

M 19155

Certificate No.

July 16, 1984

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

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(805) 961-2081

SANTA BARBARA, CALIFORNIA 93106

October 2, 1984

HOLDERS OF PLANS AND SPECIFICATIONS:

Faculty Housing
Project No. 986320

ADDENDUM NO. 6

Enclosed is ADDENDUM NO. 6 to the construction documents for the above-captioned project.

Bids will be opened at 2:30 P.M., Friday, October 5, 1984 at Facilities Management, Building 439, Room 130, University of California, Santa Barbara.

Very truly yours,

A handwritten signature in cursive script that reads "J. B. Julian".

J. B. Julian
Manager - Planning & Construction

JBj/cj
cc: General Counsel

Certified, Return Receipt Requested

ADDENDUM NUMBER 6
to the
CONSTRUCTION DOCUMENTS

October 1, 1984

General

The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

I. Performance Specifications (Section IV)

Item No.

1. Division 8.A.1.a. (Doors, Windows and Glazing):

Revise line 1.a. to read, "Sliding glass doors shall be International Series 900, Marshal Series 100, Viking - Sun Valley 300, or equal."

2. Division 8.B.1.a: (Doors, Windows and Glazing)

Revise line 1.a. to read as follows:

"Fixed windows shall be International Series 1470, Viking Series 1519, Marshal Series 205, or equal. Horizontal sliding windows shall be International Series 1200 or 1400, Viking Series 60 or 70, Marshal Series 405, or equal. Single hung windows shall be International Series 1500, Viking Series 80, Marshal 505, or equal."

3. Addendum No. 5 (Page 4 of 5):

Performance Specification, Item No. 11; change "delete paragraph j(1)" to read, "delete paragraph h(1) (Pipe Insulation)"

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SANTA BARBARA, CALIFORNIA 93106

September 28, 1984

HOLDERS OF PLANS AND SPECIFICATIONS:

Faculty Housing
Project No. 986320

ADDENDUM NO. 5

Enclosed is ADDENDUM NO. 5 to the construction documents for the above-captioned project.

Bids will be opened at 2:30 P.M., Friday, October 5, 1984 at Facilities Management, Building 439, Room 130, University of California, Santa Barbara.

Yours very truly,

A handwritten signature in cursive script, appearing to read "J. B. Julian".

J. B. Julian
Manager - Planning & Construction

JBj/cj
cc: General Counsel

Certified, Return Receipt Requested.

ADDENDUM NUMBER 5
to the
CONSTRUCTION DOCUMENTS
September 28, 1984

General

The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

I. Information for Bidders (Rev. 8/20/84)

Item No.

1. Section I.A (Turnkey Development), Page 1: Delete the paragraph which begins with, "Each bidder is required...." and substitute the following:
"Each bidder is required to use a licensed architect and engineer certificated in California to prepare the design and will be expected to adhere to the University of California's requirements regarding Affirmative Action."
2. Section I.B (Scope, Timing and Cost), Page 2: Change second line to read, "Seven Million, Two Hundred Twenty-Three Thousand Dollars (\$7,223,000)."
3. Section I.C (Cash Awards), Page 2: In the last paragraph change Seven Million, Three Hundred Ninety-Eight Thousand Dollars (\$7,398,000) to read, "Seven Million, Two Hundred Twenty-Three Thousand Dollars (\$7,223,000)."

II. Agreement

Item No.

1. Paragraph 4, (Contract Price), Page 5: In the first and second lines of Page 5, substitute "Article 55" for "Article 56."

III. The General Conditions of the Contract

Item No.

1. Article 2(a) (Principles and Definitions), Page 6: Delete the text of Article 2(a) and substitute the following: See Section 1 of the Agreement.

IV. Program

Item No.

1. Section IV.B.5 (Trash Collection Areas), Page 4: Change the word, "apartments," (in the ninth line) to read, "townhouses."
2. Section IV.C.2.e. (Kitchen), Page 7:
 - a. Exhaust Hood: Change "Provided over the range...;" to read, "Provide over the range with a light and fan as required to exhaust air to the exterior."
 - b. Outlets: Change "At least two convenient electrical," to read, "At least two convenient electrical outlets near each working surface."

V. Performance Specifications (Section IV)

Item No.

1. Division I .A.7.j. (Order of Precedence), Page 5 of 19: Delete the note following subsection "j" and substitute the following:
"The Contractor should note that certain items in these specifications are listed as desired or preferred. Such items are not mandatory, however use of items other than those which are desired or preferred shall be noted."
2. Division I .A.34.b., (Substitutions), Page 12 of 19: Revise the words, "equal in quality and utility" to read, "equal in quality, utility and appearance."
3. Division I .A.36.f. (As-Built Drawings), Page 14 of 19: In the first line insert the word, "of" between the words, "Owner" and "the."
4. Division 2.C. (Vernal Pools), Page 8 of 14: Add the following to this section:
"Direct costs shall be as defined in Article 39 of the General Conditions of the Contract."

V. Performance Specifications (Section IV) - continued

Item No.

5. Division 2.D.1 (Streets, Parking Areas and Walkways), Page 8 of 14:
 - a. Add the following note:
"The longitudinal grade of the site access road shall be no steeper than 10%.
 - b. Change the minimum longitudinal grade of streets from 0.5% to 0.4%.
6. Division 8.B.1.a. (Aluminum Windows), Page 1 of 4:
 - a. Revise line 1.a. to read, "Windows shall be International Series 700, Marshal Series 100, or equal."
 - b. 8.B.3. (Replacement Parts), Page 2 of 4: Revise the sentence which reads, "provide 1 extra set of rollers for each window" to read, "Provide four (4) extra sets of rollers for each type window."
 - c. 8.D.a. and b. (Glass and Glazing), Page 3 of 4: Change 3/16" to "thickness as required by the UBC."
 - d. 8.D.1.c. (Glass and Glazing), Page 3 of 4: Delete "and stainless steel or wood frame."
 - e. 8.E.2.a. (Materials), Page 3 of 4: Change "Schlage D Series" to, "Schlage A Series."
7. Division 9.D.2.a. (Finishes), Page 3 of 5:
 - a. Change "Armstrong .090-inch" to read, "Armstrong .065 or .085-inch."
 - b. Change "colors as selected by Architect" to read, "colors as selected by the Owner."
8. Division 10.A.1.b. (Specialties), Page 1 of 1: Change 6" building numbers to "4" to 6" building numbers."
9. Division 12.A.4.a. (Furnishings), Page 1 of 3:
 - a. Revise "Anso X nylon with static control" to read, "Nylon with static control."
 - b. Revise "stitches 9" to read, "stitches 8.5"

V. Performance Specifications (Section IV) - continued

Item No.

10. Division 15.B.15.a.(1) (Mechanical), Page 13 of 21: Delete the text of this section and substitute the following:

"The contractor shall supply water to the housing project by connecting piping to the nearest available, adequate source of water furnished by the Goleta County Water District. The source of water must be adequate to provide fire flow of 1500 GPM for any area within the housing project. Potential sources include 6" a.c. lines which exist on Fortuna and Pasado Roads which are located at the east side of the project site. Another source is the existing District line which exists at the intersection of Storke and El Colegio Roads. If the first mentioned source is used, the two lines existing in the named streets shall be connected by installing an 8" line in the unimproved portion of Camino Majorca Street and extending this new line to a 6" meter which shall be installed in a concrete meter vault that shall be constructed on University property. The concrete vault, meter, and all piping and valves upstream of the meter shall conform to standards of the Goleta County Water District and shall be furnished and installed by the Contractor.

The Contractor shall secure and pay for all permits and pay all fees which may be required by the Goleta County Water District or the County of Santa Barbara Road Department. The Contractor shall install a valve on the downstream side of the meter, near the meter. One or more plugged "T's" shall be installed in the 8" line near the south side of the project so that the 8" main can be extended to the south if and when desired.

11. Division 15.B.6.h. (Insulation), Page 6 of 21: Delete the sentence which reads, "All hot water piping shall be insulated;" delete paragraph j(1) and insert the following:

"Hot water piping shall be insulated as required by Title 24 of the California Administrative Code."

12. Division 15.B.15.a.(5) (Exterior Water Distribution System), Page 14 of 21:
Delete this Section.

13. Division 16.A.10. (Electrical), Page 3 of 5: Revise "with 3" numbers" to read, "with 4" to 6" numbers."

VI. Appendix A (Report of Foundation Exploration)

Item No.

1. Add the following paragraph as a preface to Appendix A:

"Note

The following report has been prepared for the contractors' information and use in designing and constructing facilities. Use of this report and or data included therein shall be subject to the restrictions and guidance provided by Specification 2.A.1., of the Specifications."

VII. Drawings

Item No.

1. Sheets 1 of 3, 2 of 3 and 3 of 3: Delete all references to 12" (revised to 14") water line.

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(805) 961-2081

SANTA BARBARA, CALIFORNIA 93106

September 18, 1984

HOLDERS OF PLANS AND SPECIFICATIONS:

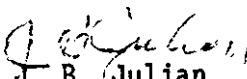
Faculty Housing
Project No. 986320

ADDENDUM NO. 4

Enclosed is ADDENDUM NO. 4 to the Construction Documents on the above-captioned project.

The date is changed for receipt and opening of bids from 2:30 P.M., Monday, October 1, 1984 to 2:30 P.M., Friday, October 5, 1984 at the Facilities Management Office, Building 439, University of California, Santa Barbara.

Very truly yours,


J. B. Julian

Manager - Planning & Construction

JBj/cj
Encl.

cc: General Counsel

Certified, Return Receipt Requested

ADDENDUM NUMBER 4
to the
CONSTRUCTION DOCUMENTS
September 18, 1984

General

The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

I. Request for Bid

Item No.

1. Change the time for receipt and opening of technical and cost proposals from 2:30 P.M., Monday, October 1, 1984 to 2:30 P.M., Friday, October 5, 1984.

II. Performance Specification

Item No.

1. Division 6 (Carpentry)
 - a. Page 2, Section B.1, Standards; delete the entire section and substitute the following:
"Millwork and cabinets shall be manufactured and fabricated in accordance with standards established in the "Guide for Uniform Cabinet Specifications," published by the Southern California Association of Cabinet Manufacturers (SCACM), October 1973 Edition."
 - b. Page 3, Section B.3.b; delete that portion which is given on Page 2 and substitute the following:
"Exposed millwork and cabinets shall be hardwood, stain grade (cabinet sides at range and refrigerator shall be considered as exposed). Interiors shall be stained unless plastic faced plywood is used. All cabinets shall have 1/4" plywood or smooth 1/8" hardwood backs."

II. Performance Specification (continued)

Item No.

1. c. Page 3, Section B.3.b; delete the first five (5) paragraphs and substitute the following:

"Drawer bottoms may be as outlined above but shall be glued. All shelving shall be 3/4" thick, interior AB Douglas Fir plywood with D.F. edge banding, 1" nominal #3 common Pine or 5/8" flake board with wood banded edges. Drawers shall be suspended with metal side guides; cutting boards shall be glued-up solid hardwood stock."

Item No.

2. Division 8 (Doors, Windows, Glazing)
 - a. Section A.1.c.; delete this line.
 - b. Section E.2.c.; revise the section to read, "All exterior door lock and latch sets shall have a 3-3/4" "backset."
 - c. Section E.2.d.; revise "back locks" to read, "bathroom locks."

Item No.

3. Division 9 (Finishes), Section C.1; delete "ceilings" from the line which begins with "5/8" fire rated..."

Item No.

4. Division 7 (Moisture Protection), Page 1, Section A.1.C; change "235# weight to "225# weight."

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SANTA BARBARA, CALIFORNIA 93106

September 7, 1984

HOLDERS OF PLANS AND SPECIFICATIONS:

Faculty Housing
Project No. 986320

ADDENDUM NO. 3

Enclosed is ADDENDUM NO. 3 to the construction documents for the above-captioned project.

Please note a change in the Request for Bids from 2:30 P.M., September 24, 1984 to 2:30 P.M., Monday, October 1, 1984. Bids will be opened at the Facilities Management Office, Bldg. 439, University of California at Santa Barbara.

Very truly yours,

J. B. Julian
Manager-Planning & Construction 5

JBj/cj
Encl.

cc: General Counsel

Certified Return Receipt Requested

ADDENDUM NUMBER 3
to the
CONSTRUCTION DOCUMENTS
September 7, 1984

General

The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

I. Request for Bid

Item No.

1. Change the time for receipt and opening of technical and cost proposals from 2:30 P.M., September 24, 1984 to 2:30 P.M., October 1, 1984.

II. Performance Specification

Item No.

1. Division 15, Section B.13 (Mechanical); Gas and Water Pressure Regulators and Meters, add the following:
"In addition to the master water meter, furnish and install a Hersey, Rockwell, or equal 3/4" water meter for each individual housing unit. Meters shall be installed in a precast concrete box."
2. Division 15, Section B.15.a.(1) (Mechanical), Page 13 of 21, second line, change "12" diameter to "14" diameter."
3. Division 15, Section B.16.a. (Mechanical), Page 15 of 21:
 - a. Add the following after the first sentence:
"The elevation of the sewer flow line at this point shall be 26.4. A new 8" sewer shall be placed in Fortuna Road by others. The flow line elevation and location of sewers within the project site shall be as required to permit the sewer(s) to be extended to the south to serve future housing units.
 - b. Change the minimum slopes (Minimum Design Criteria) for 6" and 8" sewers to 0.5'/100' and .20'/100', respectively.

II. Performance Specification (continued)

Item No.

3. Division 16, Sections A.10, Page 3 and A.12, Page 4 (Electrical), change "Architect" to "Owner."

Item No.

4. Division 16, Section A.1, (Electrical) Page 1 of 5, delete the last line, i.e., "Power for electric ranges."

III. Drawings

Item No.

1. Sheet 1 of 3 (Site Location Plan), change all (3) references to "12" water line to "14" water line."
2. Sheet 2 of 3 (Site Topography), change "Approximate site for 12" water line" to "Approximate site for "14" water line."
3. Sheet 3 of 3 (Utilities Offsite Site Topography), change all references to "new 12" water line" to "new 14" water line."

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(805) 961-2081

SANTA BARBARA, CALIFORNIA 93106

August 21, 1984

HOLDERS OF PLANS AND SPECIFICATIONS:

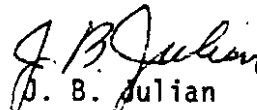
Faculty Housing Project
Project No. 986320

ADDENDUM NO. 2

Enclosed is one copy of ADDENDUM NO. 2 to the construction documents for the above-captioned project.

Please note a change has been made in the completion schedule. Bids will be opened on Monday, September 24, 1984, at 2:30 P.M., at the Facilities Management Office, Bldg. 439, University of California at Santa Barbara.

Very truly yours,


J. B. Julian

Manager-Planning & Construction

JBj/cj
Encl.

cc: General Counsel

Certified Return Receipt Requested

ADDENDUM NUMBER 2
to the
CONSTRUCTION DOCUMENTS

August 20, 1984

General

The following changes, additions or deletions shall be made to the following document(s); all other conditions shall remain the same.

I. Project Description

Item No.

1. Revise the time allowed for construction from 270 calendar days to 240 days for four units, 270 calendar days for 12 units, 300 calendar days for 28 units and 330 days for all (65) units and 340 days for all other work.

II. Information for Bidders

Item No.

1. Remove the twenty-two page Information for Bidders and replace it with the attached twenty-two page Information for Bidders which is marked, "Revised August 20, 1984."

III. Cost Proposal

Item No.

1. Remove the six page Cost Proposal and replace it with the attached six page Cost Proposal which is marked, "Revised August 20, 1984."

IV. Agreement

Item No.

1. Remove the seven page Agreement and replace it with the attached seven page Agreement which is marked, "Revised August 20, 1984."

V. Performance Specification

Item No.

1. (General Requirements), Section A.22, Page 10 of 9, fifth line, change, "Architect" to "Owner."
2. (General Requirements), Section A.32, Page 12 of 9, fourth line, change "Architect" to "Owner."
3. Division 15, (Mechanical), Section B.6., Page 3 of 21 (Domestic Solar Hot Water System), delete the first four words "Where feasible and practical."

VI. Schedule of Drawings

Item No.

1. Add "with Revision No. 2 dated 8-15-84" to the date shown for Sheet 2 of 3.

VII. Drawings

Item No.

1. Remove Sheet 2 of 3 dated 4-9-84, with Revision #1 dated 8-10-80 and replace it with Sheet 2 of 3 dated 4-9-84 with Revision #1 dated 8-10-84 and Revision #2 dated 8-15-84.

SECTION I

Information for Bidders
(Revised August 20, 1984)

A. Turnkey Development

The procedure used for this contract is the turnkey development process. Bidders should carefully examine all contract documents prior to submitting a bid.

The University has described the project in terms of program and minimum acceptable performance standards of construction and solicits bids from pre-qualified and experienced developers and contractors to design and construct the project.

Each bidder is required to use a licensed architect and engineer to prepare the design and will be expected to adhere to the University of California's requirements regarding Affirmative Action.

Section IV, "Program" and "Performance Specifications" sets forth the conditions and limitations of the property to be utilized for construction of this project and specifies the minimum standards of construction acceptable to the Owner. These standards are established by reference to commonly used standards in the housing industry, except where otherwise noted.

The Owner's preferences in design approach and desired amenities are indicated and conditions which limit the designers' initiative are stated. Within these guidelines each bidder will submit a Technical and Cost Proposal to produce the best overall project for the intended purpose at the lowest cost. These Proposals shall be reviewed and evaluated in accordance with Section IV, "Evaluation Procedures" and used to determine the lowest responsible bid for this contract.

B. Scope, Timing and Cost

The Regents of the University of California invite Technical and Cost Proposals for the design and construction of 65 units of housing intended for occupancy by faculty at the University of California, Santa Barbara. The project includes all related site and utility construction, plus associated facilities as described and specified in Section IV, "Program" and "Performance Specifications." Construction of the 65 housing units, access roads, water and sewer facilities shall be scheduled and completed by the contractor so that units are suitable and available for beneficial occupancy as follows:

<u>Number of Units</u>	<u>Calendar days allowed for construction after recording of contract</u>
4	240
12	270
28	300
65	330
All Other Work	340

Design and construction funds available for this project are limited to Seven Million, Three Hundred Ninety-Eight Thousand Dollars (\$7,398,000). The award will not be made in excess of this amount.

C. Cash Awards

Awards will be given to the top four (4) responsive bidders as determined on the same basis as determines the successful bidder. Awards shall be as follows:

First Place:	Award of contract*
Second Place:	\$12,000.00
Third Place:	\$10,000.00
Fourth Place:	\$ 8,000.00

*If the University does not award a Construction Contract, the apparent low bidder will receive a First Place Cash Award of \$20,000.00.

Awards will not be given to incomplete or unresponsive Technical Proposal or Cost Proposals or Cost Proposals which exceed Seven Million, Three Hundred Ninety-Eight Thousand Dollars (\$7,398,000), as noted above.

D. General Requirements

1. Before submitting a bid, each bidder shall examine the Request for Proposal, Step 2, and shall visit the site of the work (see the drawings listed in the "Schedule of Drawings") and observe its conditions to be fully informed for providing the design and construction, materials, labor, and workmanship required as well as the conditions under which they must be furnished.
2. The bidders are directed to the requirements of the California Business and Professions Code, Division 3, Chapter 9, known and ordinarily cited as the "Contractor's License Law." Under the Business and Professions Code, the bidder including all subcontractors must, at the time of submission of the bid, have the appropriate licenses for the work to be performed under the contract. It shall be the responsibility of each bidder, on his own initiative, to review this Code and take whatever steps are necessary to comply with it in bidding, executing a contract, and performing the work on this project. In the event of protests, disputes, or disciplinary proceedings, the bidder must demonstrate his compliance with the Code.
3. No one is authorized to amend any of these bid documents, in any respect, by oral statement, or make any representation or interpretation in conflict with their provisions. If necessary, supplementary information in addendum form will be mailed by certified mail, with return receipt requested, to all prospective bidders not later than three (3) days prior to the date fixed for the submission of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve such bidder from any obligation under his submitted bid. All addenda so issued shall become part of the contract documents.

E. Technical and Cost Proposals

Each design-builder participating in Step 2 is required to submit a bid which will consist of two parts, as follows:

1. The TECHNICAL PROPOSAL shall consist of the following miniumum requirements:

- a. Proposal drawings and outline specifications, with sufficient detail, dimensions and notes to permit the preparation of the respondent's Cost Proposal. Respondents are advised that this required material will be utilized for review and evaluation by the Building Committee in determining a quality point value as described in Section IV, "Evaluation Procedures."
- b. Proposal drawings and outline specifications as outlined below, shall be submitted in triplicate. Drawing shall be 30" x 36" prints.
- c. Outline specifications shall be submitted on 8½" x 11" paper with "Faculty Housing Project" and bidder's name on the cover.
- d. Drawings

(1) Site Plan - Architectural (Scale 1" = 40')

Show property lines and dimensions, location of buildings/clusters, common-use areas, roads, parking areas, pedestrian walks, bikeways, recreation/play areas, and open spaces. Indicate existing and new grades, relationship to existing development, and existing roads and walks.

(2) Site Plan - Utilities (Scale 1" = 40')

This plan shall indicate property lines, location of buildings/clusters, common-use areas, roads, walks and shall show all proposed grading; i.e., new and existing contours, drainage (both surface and sub-surface), utility layout (including connections, valves and hydrants), distribution, and other utilities.

(3) Site Plan - Landscaping and Irrigation (Scale 1" = 40')

These two (2) plans shall show the property lines, location of buildings/clusters, roads, walks and shall show all proposed landscaping, including erosion control, trees, shrubs, ground cover, turf and other plantings and/or treatment proposed. The landscaping sheet shall include a plant schedule. Schematically show the complete irrigation system on a separate sheet.

(4) Typical Development Plan (Scale 1/8" = 1'-0" minimum)

For each typical building/cluster and the southern expansion area (see Section IV, "Program") show the general design of the area, including typical building unit, dimensions of clusters, patios, streets, walks, parking, grading, landscaping, irrigation and utility connections.

(5) Floor Plans (Scale 1/4" = 1'-0")

Show each type dwelling unit, overall dimensions, room dimensions, roof outline, typical furniture layouts, plumbing fixtures, kitchen layout, windows, door swings, electric lights, switches, outlets, fans, heating and plumbing and electrical diagrammatic layouts, and equipment of each type of unit. Indicate on these plans the number of dwelling units of this type to be constructed.

(6) Foundation and Framing Plans (Scale 1/4" = 1'-0")

Optional.

(7) Typical Elevations (Scale 1/4" = 1'-0")

Provide typical elevations for each building/cluster type. (If 1/8" = 1'-0" is necessary for clarity then 1/4" = 1'-0" front elevation is required.) Indicate the wall materials, window types, roofing, materials and dimensions.

(8) Typical Cross Section (Scale 1/2" = 1'-0" minimum)

For each building/cluster type show general construction including foundation, floors, wall and roof design and materials, including framing, party walls, insulation, stairs, floor to floor dimensions, ceiling heights.

(9) Interior Elevations

Typical interior elevations are required of major rooms and all built-in casework (i.e., kitchens, baths) if not part of typical cross section.

(10) Perspective/Axonometric

Optional

e. Outline Specifications:

- (1) Following the Construction Specification Institute format, amplify the information submitted in "d." above, and briefly describe the materials, workmanship and method of installation.

It is desirable for bidders to describe their approach and design of this project and note which portions, if any, of the Program and Performance Specifications in Section IV exceed the minimum acceptable requirements.

The Outline Specifications shall also contain two summaries, a Statistical Summary and a Conformance Summary.

(2) In the STATISTICAL SUMMARY, provide the following information:

(a) The gross square feet of dwelling units and building/cluster types.

The University of California's Facilities Data Inventory System defines gross square feet (GSF) as the sum of areas on all floors of the building included within the outside face of the environmentally controlled envelope, for every story or floor which has floor surface. It is calculated by measuring from the outside faces of walls, disregarding architectural and structural projections extending beyond the envelope face. Stairways within the envelope are counted at each floor. Exterior corridors, porches, lightwells, balconies, courts, terraces, etc. are excluded. Only one-half (50%) of covered unenclosed space shall be included in GSF calculations.

(b) The assignable square feet of dwelling units and building/cluster types.

The University of California's Facilities Data Inventory System defines assignable square feet (ASF) as the sum of that part of the covered gross area and one-half of the covered unenclosed area on all floors of the building assigned to or usable by an occupant. ASF is measured from the inside face of walls and partitions. Deductions shall not be made for free-standing columns or architectural and structural projections.

(c) Space efficiency (ASF/GSF) of dwelling units and building/cluster types.

(d) Total building coverage in square feet and as a percentage of the 11.5-acre site.

(e) Landscape and open space area, separately, in square feet and as a percentage of the 11.5 acre site.

(f) Parking, roads, pedestrian walks, and bikepath area, separately, in square feet and as a percentage of the 11.5 acre site.

- (g) Estimated exterior and interior water consumption, separately, in acre feet per year for three years.

Provide a brief summary of water consumption calculations showing all assumptions.

- (3) The second appendix of the Outline Specifications shall contain a CONFORMANCE SUMMARY.

- (a) The Conformance Summary shall reiterate each of the California Coastal Commission's 1980 Long Range Development Plan Requirements and Environmental Impact Report Requirements (see "Program," Section IV) followed by sufficient explanation of how each requirement has been met, or does not apply, for the University to demonstrate to the California Coastal Commission that the project is consistent with the requirements (also see Section I.K., "Review by the California Coastal Commission").

2. The COST PROPOSAL shall include the following required submittals:

- a. A completed Cost Proposal form found in Section II, "Cost Proposal."
- b. A completed Bid Bond found in Section II, "Bid Bond."
- c. A completed Questionnaire to General Contractors found in Section II, "Exhibit A: Questionnaire to General Contractors."
- d. A completed Affirmative Action Program, found in Section II, "Exhibit B: Affirmative Action Program" and Appendices A - D.

NOTE: FAILURE TO SUBMIT ALL OF THE ABOVE INFORMATION MAY BE CAUSE FOR DETERMINING A STEP 2 PROPOSAL NONRESPONSIVE AND, THEREFORE, NOT CONSIDERED FOR AWARD.

3. Alternates and Clarifications

Each Technical Proposal shall be complete and definitive when submitted. Alternates will not be accepted. While not necessarily encouraged, any of those firms invited to submit a Step 2 proposal may submit more than one bid; however, any such bids must be submitted as completely independent and separate bids.

Bidders are advised that it is possible that award may be made without discussion or any contact concerning the bids received. Therefore, bids should be submitted initially on the most favorable terms from a price and technical standpoint that the bidder can submit to the University. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

However, the Building Committee may, in the course of their review, find that some clarification of a proposal is necessary and required for a fair and objective evaluation. In that event such clarification will be requested in writing and the bidder given the opportunity to respond in writing. Changes will neither be requested nor accepted during the evaluation process, and clarification when requested cannot change the bid price.

4. Presentation

- a. Each bidder will be given the opportunity to verbally present their Technical Proposal to the Building Committee. The presentation shall be confined to an explanation of the submitted Technical Proposal. Revisions, changes, or clarifications to Technical Proposals at the time of the presentation will neither be accepted nor considered in evaluating the Proposal.
- b. Presentations will be scheduled after submittal of Technical and Cost Proposals. Each bidder will be notified of the time and place of their presentation.

5. Complete Work

Bids must be for the complete work covered by the Cost Proposal form and shall include the cost of the insurance premium for the insurance required by Article 35(d) of the General Conditions. The cost of the premium for this insurance shall be separately identified as provided in the Cost Proposal Form.

6. Insurance

Each bidder shall include all costs of maintaining insurance in compliance with the provisions in the General Conditions of the Contract. The Contractor shall furnish and maintain the following minimum liability insurance coverage for the life of the contract, depending upon the contract amount, in accordance with the following:

<u>Amount of Contract</u>		<u>Coverage</u>
Over \$5,000,000	Bodily Injury	\$ 500,000 per individual 1,000,000 per occurrence
	Property Damage	\$ 500,000 per occurrence 1,000,000 aggregate

7. Bonds

Each bidder shall include all charges for furnishing a Performance Bond (100% of the bid price) and a Payment Bond (50% of the bid price) in the total contract bid price. In the event multiple sure-

ties will bond the bidder, the bidder should contact the University for bond forms containing multiple surety provisions and shall use those forms.

8. Companies

All Bonds and insurance shall be from approved companies.

9. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10. Subcontractors

Each bidder shall in his bid set forth in the place provided in the Cost Proposal form:

- a. The name of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work, or who will specifically fabricate and install a portion of the work in an amount in excess of one-half of one percent of the prime Contractor's total bid, and
- b. The portion of the work which will be done by each such subcontractor.
 - (1) Each portion of the work shall be performed by an organization equipped and experienced to do the work in the particular field and no portion of the work shall be reserved by the Contractor to himself unless he is so equipped and experienced.
 - (2) The subcontractor list must be carefully and completely filled out. Do not list more than one subcontractor for the same portion of the work.

11. Security

No bid will be considered unless accompanied by a security in the amount of not less than ten percent (10%) of the Base Bid. The security shall be a bid bond, or a certified check, or a cashier's check made payable to Regents-UC, or a cash deposit. Said bid securities will not be required for combination bids, the securities of the separate bids being applicable to the combination. Bid Bond shall be on a form provided by the University, with an approved surety as defined in Article 34, Guaranty Bonds, paragraph (b), of the General Conditions. If a bid bond is used, the penal sum of the bond shall be expressed in words and figures as a specific number of dollars. The signature on behalf of the surety must be notarized.

12. Signature

The Cost Proposal must be signed with full name and address of the bidder; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an officer thereof in the corporate name and having the corporate seal affixed.

13. Use of Bid Depositories

The California Supreme Court has issued an opinion* holding that certain major aspects of bid depository operations are per se violations of California and Federal antitrust laws. In order to insure free competitive bidding on University construction projects, each bidder must submit with his bid a properly filled out questionnaire, Exhibit A, "Questionnaire to General Contractors," on the form attached to the Cost Proposal. Failure to submit a filled out Exhibit A with the bid or a submission of a bid obtained in violation of the California antitrust law may constitute disqualification of the entire bid at Owner's discretion.

14. Nondiscrimination and Affirmative Action

The University's Affirmative Action Program requirements shall apply only to the Contractor and those subcontractors, regardless of tier, who will perform work or labor or render service to the contractor in or about the construction worksite or who will specifically fabricate and install a portion of the work according to the Contract Documents in the amount of \$10,000 or more of the contractor's total bid. The term "affected subcontractor," as used hereinafter refers to any subcontractor meeting the aforementioned criteria.

- a. The contractor (including his subcontractors) shall not discriminate against any persons employed or seeking employment on the project because of race, color, religion, sex, age, ancestry, national origin, local custom, or habit.
- b. All applicants for employment and all employees on the project shall be treated equally in: recruitment advertising, recruit-

*Oakland-Alameda County Builder's Exchange v. F. P. Lathrop Construction Co.,
4 Cal. 3d. 354 (1971).

ment, hiring, upgrading, transfer, demotion, layoff and termination, and in: selection for training (including apprenticeship), testing, rates of pay and other forms of compensation, overtime and shift assignments. The contractor shall submit as part of his bid an acceptable Affirmative Action Program, (Exhibit B). The contractor shall be responsible for the submission of the Affirmative Action Programs (Exhibit B) of the affected subcontractors to the Owner (at the location stated in the Request for Bids at which the Request For Proposal, Step 2, was issued) not later than 5:00 p.m. of the tenth working day following the bid opening.

- c. The objective of the contractor's Affirmative Action Program (hereinafter referred to as the Program) shall be the prompt achievement of equal opportunity in employment and advancement for women and minority group persons. The term "minority group person" means Negro, Spanish American,* Oriental, American Indian, Filipino, and such other minorities as may hereinafter be designated by the Office of the President of the University of California.

- d. Pre-Bid Conference

The University will hold a pre-bid conference for the purpose of informing all prospective bidders of the requirements of an acceptable Program. A notice of the time and place of such a meeting shall be sent to prospective bidders. Prospective bidders and their affected subcontractors will be expected to attend the meeting and to invite representatives from all unions whose members may be expected to be employed on the project.

- e. Approval of Program

The prospective contractor's written Program is part of and shall be submitted with his bid. The prospective contractor shall be responsible for the submission of the written Programs of his affected subcontractors to the owner not later than 5:00 p.m. of the tenth working day following the bid (Cost Proposal) opening. Approval of the contractor's and affected subcontractors' Programs is a condition precedent to award and to the approval of subcontractors. If the apparent low bidder has not submitted an acceptable Program, the University may reject his bid and award the contract to the next apparent low responsive bidder, continuing this practice in order of bids until an acceptable bidder is reached. If an intended affected sub-

*Oakland-Alameda County Builder's Exchange v. F. P. Lathrop Construction Co.,
4 Cal. 3d. 354 (1971).

contractor fails to submit an acceptable Program, the University reserves the right to require the substitution of another sub-contractor at no increase in contract price. The successor sub-contractor shall be required to submit an acceptable Program as a condition of approval.

f. Pre-Award Conference

Within ten (10) days after notification by the University that the bidder is the apparent low responsive bidder, and is being considered for award of the contract, the apparent low bidder and his affected subcontractors will attend a pre-award conference relating to the approval by the University of the Programs.

- g. The apparent low bidder and his affected subcontractors shall invite representatives from all unions which may be affected by the contract to attend the conference. At the conference, the low bidder and each of his affected subcontractors shall provide assurances that the implementation of his Program can be achieved under any existing collective bargaining agreements, training, and related programs and that he will make every effort to achieve goals and timetables set forth in the Bid Conditions (E.14.h.(1)). If the apparent low bidder fails or refuses to participate in the conference or to present an acceptable Program, the University may reject his bid and award the contract as provided in the preceding paragraph "e.," "Approval of Program."

h. Standard for Approval

The acceptability of the Program will be determined on the basis of the adequacy of: (1) the minority manpower utilization goals submitted, and (2) the commitment to recruit, employ, and upgrade minority group persons.

(1) Goals

A goal is a numerical objective, fixed realistically in terms of the number of vacancies expected, and the number of qualified applicants available in the relevant job market. Thus, if through no fault of the employer, he has fewer vacancies than expected, he is not subject to sanction, because he is not expected to displace existing employees or to hire unneeded employees to meet his goal. Similarly, if he has demonstrated every good faith effort to include persons from the group which was the object of discrimination into the group being considered for selection, but has been unable to do so in sufficient numbers to meet his goal, he is not subject to sanction.

Under a system of goals, therefore, an employer is never required to hire a person who does not have qualifications needed to perform the job successfully; and an employer is never required to hire such an unqualified person in preference to another applicant who is qualified; nor is an employer required to hire a less qualified person in preference to a better qualified person, provided that the qualifications used to make such relative judgements realistically measure the person's ability to do the job in question, or other jobs to which he is likely to progress. The terms "less qualified" and "better qualified" as used herein are not intended to distinguish among persons who are substantially equally well qualified in terms of being able to perform the job successfully. Unlike quotas, therefore, which may call for a preference for the unqualified over the qualified, or of the less qualified over the better qualified to meet the numerical requirement, a goal recognizes that persons are to be judged on individual ability, and therefore is consistent with the principles of merit hiring.

The contractor and each of his affected subcontractors shall provide the following data:

- (a) The number of laborers, journeyman, journeyman trainees, helpers, pre-apprentices, and apprentices employed in each trade by job and craft, separately indicating the number of women and minority group persons in each category for each current contract entered into by the contractor in the State of California.
- (b) Based on a man-hour calculation, the number of laborers, journeymen, journeymen trainees, helpers, pre-apprentices, and apprentices who will be employed in each trade by job and craft on the project, indicating how many of these are projected to be minority group persons. The projection of minority group persons is an estimate of the minority participation which should naturally result from an effective Program in the circumstances of the labor market area. It is not a quota or fixed numerical standard but a flexible planning objective.
- (c) If additional employees will be hired for work on the project, the contractor and each affected subcontractor shall indicate the number and man-hours anticipated in each trade by job and craft and the target dates for such hiring.

Factors that will be considered in evaluating the adequacy of the contractor's and affected subcontractors' minority manpower utilization goals include: (1) the number of minority group persons to be employed in each trade, and (2) the size of the contractor's or the affected subcontractor's firm, the number of its employees, and its past and present equal opportunity practices. The purpose of the contractor's or affected subcontractors' commitment to specific goals is to meet the affirmative action obligations and is not intended and shall not be used to discriminate against any qualified applicant or employee.

- (d) The written Program submitted must include goals and timetables for minority manpower utilization as well as specific affirmative action steps directed at increasing minority manpower utilization by the application of good faith efforts to carry out the steps set forth in E.14.h.(2) below, and in Exhibit B, incorporated herein by reference. The contractor and all affected subcontractors must set forth goals, in terms of man-hours, for the purpose of providing equality of employment opportunity for minority group persons in the construction industry. The following goals and timetables based upon the availability of minority group persons as determined by the 1970 U. S. Census for the State of California shall be applicable:

Journeyman

Asbestos and Insulation Workers	22.2%
Boilermakers	15.8
Brick and Stone Masons	28.2
Cabinet Makers	33.8
Carpenters	20.9
Carpet Layers and Linoleum Installers	23.4
Cement and Concrete Finishers	46.2
Electricians	18.4
Floor Layers	31.1
Glaziers	15.6
Millwrights	12.5
Operating Engineers	24.8
Painters	25.7
Plasterers	32.3
Plumbers and Pipefitters	20.0
Roofers and Slaters	27.5
Sheetmetal Workers	20.0
Structural Metal Workers	12.1
(Structural Steel and Ornamental Iron Workers)	

Tile Setters	28.6
(Marble, Tile, and Terrazzo Workers)	
All Other Crafts	23.0

Laborers

47.8%

and the following goals and timetables based upon population parity of minority group persons within the working age group 16-64 as determined by the 1970 U. S. Census for the State of California shall be applicable to all pre-apprentices, apprentices, helpers, and journeyman trainees:

23.7%

(2) Commitments to Recruit, Employ, and Upgrade

The contractor shall agree and shall require each listed subcontractor to agree to:

- (a) Utilize sources known to be able to provide minority applicants and identify those sources.
- (b) Encourage present employees to refer minority group applicants, and describe the methods to be used.
- (c) Recruit and screen applicants and set up interviews in areas of dense minority populations, identify the areas, and, upon request by the University, give a schedule of interviews.
- (d) Seek applicants for job training, summer employment, and apprenticeship training from schools having substantial minority group enrollment, identify such schools, and, upon request by the University, give a schedule of interviews.
- (e) Support programs designed to recruit and train minority group persons and briefly describe the scope of each program.
- (f) Maintain programs for training and upgrading present employees and provide on-the-job training programs open to all employees on an equal basis, briefly describe the scope of such programs, and give the criteria used to determine when an employee is qualified for promotion.

- (g) Encourage minority group persons to bid and seek such persons for work on supplementary portions of the project, including: (1) the installation of temporary electrical power, (2) trucking or hauling, (3) suppliers, (4) erection and painting of street barricades, (5) removal of job debris, (6) custodial services, and (7) security patrol.
- (h) Identify himself as an equal opportunity employer in all recruitment advertising.
- (i) Post English and Spanish equal employment posters in conspicuous places.
- (j) Maintain systematic contacts, oral and written, with human relations groups and minority group organizations which can provide minority subcontractors and referrals of minority group applicants.
- (k) Make known to all recruitment sources in writing that qualified minority group persons are being actively sought for executive, supervisory, office, and technical jobs whenever openings occur.
- (l) Use employment advertising, newspaper, radio, television, and other media that serve substantial numbers of minority group persons in the recruiting area.
- (m) Refrain from maintaining or providing segregated facilities for employees at any establishment.
- (n) Notify all eligible employees of promotions or vacancies available to ensure equal opportunity to compete for all openings, including higher skilled journeyman, foreman, and supervisory positions.
- (o) Notify any union with which he may have signed a valid collective bargaining agreement that the contractor or affected subcontractor is bound by the Program, and if any such union's policies or practices interfere with the execution of the Program, the contractor is required to notify the University.
- (p) Participate in joint apprenticeship committees; seek and sponsor minority group persons for apprenticeship training; and use as many apprentices at the jobsite as the State Standards permit.
- (q) If any union, recruitment, or referral agency is to be used, prior to such use, secure and submit to the

University a written statement signed by an official of such union or agency declaring that such union or agency: (1) does not discriminate against members of minority groups in any phase of its organization or in any aspect of its referral procedure; (2) is, in fact, able to refer to the contractor or subcontractor qualified minority group persons, and, if not, is presently establishing or operating a program designed to make such persons available. (In the latter case the statement is to be accompanied by a copy of such a program.)

- (r) If a position is open during the performance of this contract, seek to fill the position by first upgrading qualified employees and by seeking qualified minority referrals before requesting referrals from the union hiring halls, where collective bargaining agreements permit.
- (s) For contracts or subcontracts of \$500,000 or more, designate, identify by name; and outline the authority of an affirmative action compliance officer.
- (t) Establish in-house procedures to assure that all staff members who are authorized to hire, supervise, promote, and discharge employees or to recommend or substantially participate in such actions are informed of and will adhere to the requirements of the Program and control procedures necessary to assure that such staff members are complying with the Program. These procedures shall be described in the Affirmative Action Program submitted by the contractor.
- (u) On request, make himself available for counseling individuals and groups in the minority sector who wish aid and assistance in writing contracts, preparing bonds, and generally encourage minorities to bid for and get subcontracting work.
- (v) Make every good faith effort to achieve a minority man-hour utilization rate, as to employment and/or paid training, at the required level set forth in his Affirmative Action Program, and within the specified timetables, on all his projects in the geographical area during the term of performance on this project. (The minority man-hours of employment and paid training achieved by the contractor's employees in the trade must be substantially uniform throughout the term of performance on this project. The transfer of minority employees or trainees from contractor to

contractor or from project to project for the sole purpose of meeting the contractor's or subcontractors' goals shall be a violation of these Bid Conditions.)

- (w) In reaching the goals of minority man-hour utilization, make every good faith effort to locate and employ qualified minority journeymen-level persons.
- (x) In order that the non-working training hours of minority trainees may be counted in reaching the goal, (1) employ and compensate such trainees during the training period, (2) make a commitment to employ the trainees at the completion of their training, and (3) train them pursuant to training programs set forth in the Program with respect to the nature, extent, and duration of training offered.

i. Post Award Compliance

- (1) The University shall review the contractor's and affected subcontractors' employment practices during the performance of the contract. If the manpower utilization goals are being met and the contractors are observing their written commitment to provide equal employment opportunity, the contractors will be presumed to be in compliance with the requirements of the Program. In the event of a failure to meet the goals, or if the equal employment opportunity commitments are not being performed, the contractor or his subcontractor shall be given an opportunity to demonstrate that he has made a good faith effort at compliance, at a hearing conducted by the University. It shall not be considered a valid excuse that unions with which the contractor or his affected subcontractor have collective bargaining agreements failed to refer qualified minority persons. If the University finds that the contractor or any of his affected subcontractors has failed to comply with the requirements of the Program, the University may treat such failure as: (1) a violation of a material provision of the contract and as a ground for termination in accordance with Article 20 of the General Conditions, or (2) a basis for withholding progress payments until deficiencies are corrected, or (3) a basis for assessing the penalties prescribed in Article 50(a)(5), in which event such amounts shall be deducted from the progress payment due next. If the second alternative is elected, and deficiencies are not corrected in the manner and by the date specified by the University in its written notice to the contractor or subcontractor, the University may terminate the contract.

(2) Notice of Deficiencies

The University shall notify the contractor in writing two calendar weeks prior to any job site meeting of any alleged deficiencies in compliance with the requirements of the program. Such notice shall set forth the basis for the conclusion that an alleged deficiency exists. The contractor shall be given an opportunity at the job site hearing to present evidence that no deficiency exists or that it is excusable.

F. Evaluation

A Building Committee appointed by the Chancellor of the University of California, Santa Barbara, and assisted by technical personnel, will evaluate each Technical Proposal and assign a Quality Point Value in accordance with Section IV, "Evaluation Procedures." The Quality Point Value will be final and no appeal of its decision will be considered. Submission of a Technical Proposal by a bidder shall be considered as agreement to accept the Quality Point Value of the Building Committee as final.

For complete details regarding the Evaluation procedure, see Section IV, "Evaluation Procedures."

G. Submission of Bids

Bid documents shall be received not later than the time and date indicated on the "Request for Bid."

For bids to be considered they must be on the Cost Proposal form, which shall be removed from these documents, filled-in without qualification(s) or exclusion(s), and enclosed in a sealed envelope addressed to:

The Regents of the University of California
Facilities Management, Building 439
University of California
Santa Barbara, CA 93106

All bids must be delivered to the above address at or before the time and place set in the "Request for Bid." BIDS WILL BE RECEIVED AT NO OTHER PLACE. If the bid is sent by U. S. Mail, it must be sent registered. All envelopes shall be marked "Bid for Faculty Housing Project."

H. Award of Contract

The bidder to whom the award is made will be promptly notified. Within ten (10) calendar days from the date of such notification he shall execute the Agreement in triplicate and furnish the required bonds.

I. Guarantees

1. A bid may be withdrawn only upon request by the bidder or his duly authorized representative, provided such request is received by the University at the place designated for receipt of bids prior to the time fixed for the opening of bids. A withdrawal of a bid shall not be effective unless a written confirmation of the withdrawal is received by the University at said place within forty-eight (48) hours after the time fixed for the opening of bids. The withdrawal of a bid does not prejudice the right of a bidder to file a new bid. No bid may be withdrawn after the time fixed for the opening of bids for a period of 60 days.
2. If a bidder (a) withdraws his bid within 60 days after the date and time fixed for the opening of bids in the Request for Bid, or (b) fails or refuses to execute the Agreement, Payment Bond, Performance Bond, or other required forms within ten days after the same are presented to him for signature, the Owner may award the work to another bidder or bidders or may call for new bids. In either event the original successful bidder shall be liable to The Regents for the difference, not to exceed 10% of the base bid, between the amount of his defaulted bid and the larger amount for which The Regents procure the work.
3. Guarantees of the low three or more of the bidders, the number being at the discretion of the Owner, will be held until after execution of the contract, at which time these guarantees will be returned except as provided in paragraph VI.b.(1), above.

J. Approval by The Regents

Prior to the award of this contract, the project must be presented to The Regents for Design Approval. The presentation materials will consist of 35 mm. slides of the Site and Landscape Plans, Floor Plans, Elevations, and a perspective rendering of the proposed project. Presentation materials shall be prepared and paid for by the apparent low bidder.

Prerequisite to award is The Regents' approval of the design. Award of the contract for the project will be made, if at all, after review and approval of the proposed design by The Regents. If the University does not award a Construction Contract, the apparent low bidder will receive a First Place Cash Award of \$20,000.00.

K. Review by the California Coastal Commission

Prior to award of this contract the project must be presented to the California Coastal Commission to determine whether the project is consistent with the University's certified Long Range Development Plan (LRDP). On determining the apparent low bidder, the University will make such presentation to the California Coastal Commission. Award of the contract will be made, if at all, after California Coastal Commission review and determination of consistency. If the University does not award a construction contract, the apparent low bidder will receive a First Place Cash Award of \$20,000.00.

The design of the project must be consistent with the LRDP. Section IV, "Program" identifies requirements necessary for the California Coastal Commission to determine consistency and Section I.E., "Technical and Cost Proposals" details how this information shall be submitted to the University for presentation to the California Coastal Commission.

L. Confidentiality of Technical Proposals

All Technical Proposals will be treated with strict confidentiality throughout the bid procedure. After the successful bidder has been announced, his Technical Proposal will be available for review along with other pertinent bid documents in accordance with usual procedures of the University. All other Technical Proposals will not be available for examination or review by other parties at any time while in the custody of the University. The evaluation data will be retained by the University, but will not be made available for examination or review by other parties. The Technical Proposals of the unsuccessful bidders will be returned after award of Contract.

M. Liquidated Damages

The bidder must agree to pay as liquidated damages the sum of (\$20.00) dollars per day per unit for each day any unit remains unavailable for beneficial occupancy beyond the time fixed in Article 3 of the Agreement. The bidder must also agree to pay an additional forty (\$40.00) dollars per calendar day for each day that all work remains incomplete beyond the time (340 calendar days) fixed in Article 3 of the Agreement. If the Owner takes beneficial occupancy of individual units pursuant to Article 51 of the General Conditions, the amount of per diem liquidated damages stipulated above shall be reduced by the sum of Twenty (\$20.00) Dollars for each such unit so occupied.

N. Payment

Progress payment will be made during the course of the work not to exceed one (1) payment per month. For procedures and amounts of payments see Article 4 of the Agreement.

O. Reservation of Rights

1. The University reserves the right to reject any or all bids, to effect any combination of bids and to waive any informality in any bids.
2. The University reserves the right to have performed the entire amount of work indicated by the Contract Documents or such part or parts of said work as he may elect.

P. Special Requirements

Pursuant to Labor Code Section 6707, the bidder shall include in his base bid all costs incident to the provision of adequate sheeting, shoring, bracing, or equivalent method for the protection of life or limb, which shall conform to applicable federal and State safety orders.

Q. Minority Contractor/Subcontractor Listing

Within ten (10) working days after contract award the prime contractor shall provide the University with the name of each minority subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work, or who will specially fabricate and install a portion of the work regardless of contract dollar value and contract tier. (See Appendix D, "Minority Contractor/Subcontractor Listing.")

1. When the prime contractor is a minority the appropriate entries must be included on Appendix D.
2. During the course of construction should subcontracts be entered into with minorities not listed on the original submittal of Appendix D an additional Appendix D must be completed and submitted to the University.
3. The term "minority contractor or subcontractor" means a firm, at least 50 percent of which is owned by minority group members, or, in case of publicly owned firms, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Blacks, American Indians, Asians, and Hispanics. Firms with the above ownership ratios of women contractors/subcontractors shall be defined as women's contractor/subcontractor firms.
4. The prime contractor shall rely upon the representation by contractors regarding their status as minority firms in lieu of independent investigations.
5. Before the substitution of any subcontractor listed in the Cost Proposal form, the contractor shall obtain the consent of The Regents as required by law.

FIRM NAME _____

ADDRESS _____

TELEPHONE _____

C O S T P R O P O S A L

FOR

FACULTY HOUSING PROJECT

UNIVERSITY OF CALIFORNIA

SANTA BARBARA, CALIFORNIA

(One form of Cost Proposal to be filled in and submitted as the bid, the other is for the bidder's file.)

FACILITIES MANAGEMENT
UNIVERSITY OF CALIFORNIA
SANTA BARBARA, CA 93106

July 16, 1984
(Revised August 20, 1984)

COST PROPOSAL

_____, 1984

The undersigned, having the active license required by the Contractor's License Law, and having carefully read and examined the Bidding Documents for the design and construction of the Faculty Housing Project, as prepared by the University of California, Santa Barbara, Santa Barbara, CA 93106, and having examined the site of the proposed work, and being familiar with all the conditions surrounding the design and construction of the proposed project including the availability of materials and labor, hereby agrees to furnish all labor, materials, tools, transportation services and equipment necessary to complete the work described in the Bidding Documents all in accordance therewith quoted on below for the sum indicated, and hereby agrees that he will not withdraw this bid within the period specified in the Information for Bidders, or if no period be specified, within sixty (60) days after the date and time fixed for the opening of bids, and shall, if this Bid is accepted, within ten (10) days after the Agreement, Payment Bond, Performance Bond, and other required forms are presented to him for signature, execute the same, and that he shall make units available for beneficial occupancy and complete the entire work in accordance with the following schedule:

<u>Number of Units</u>	<u>Calendar days allowed for construction after recording of contract</u>
4	240
12	270
28	300
65	330
All Other Work	340

Bidder acknowledges receipt of the following addenda:

_____ BASE BID

Work for the entire project _____ Dollars (\$ _____)

INSURANCE PREMIUM

Premium for insurance required by Article 35(d) of the General Conditions (include cost in Base Bid): _____ Dollars (\$ _____)

BID BOND

There is herewith cash, a cashier's check, a certified check or surety bond in the sum of not less than ten percent (10%) of the base bid made payable to The Regents of the University of California and the undersigned agree(s) that in the event of his or their failure to execute the necessary agreement and furnish the required bonds within 10 days of tender, The Regents may award the work to another bidder or bidders or may call for new bids. In either event

the undersigned shall be liable to The Regents for the difference, not to exceed 10% of the base bid, between the amount of his defaulted bid and the larger amount for which The Regents procure the work. The Regents may satisfy this obligation from the attached guarantee.

List of Professional Consultants or Associates

License Number

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

LIST OF SUBCONTRACTORS

Listed below is:

- A. the name of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of work, or who will specially fabricate and install a portion of the work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the contractor's total bid, and
- B. The portion of the work which will be done by each such subcontractor who is licensed to do that portion of the work.

If the undersigned fails to specify a licensed subcontractor or if the undersigned specifies more than one such subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the undersigned's total bid, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

REPRESENTATION

The Bidder represents that he () has, () has not participated in a previous contract or subcontract subject to the Nondiscriminatory practices clause, Article 50 of the General Conditions of the Contract.

The Bidder hereby certifies that he will not willfully discriminate against, nor shall he permit any person employed or seeking employment on the project to be discriminated against, because of race, color, religion, sex, age, ancestry, national origin, local custom, or habit.

The Bidder further represents that all applicants for employment and all employees on the project will be treated equally in: recruitment advertising, recruitment, hiring, upgrading, transfer, demotion, layoff, and termination, and in selection for training, including apprenticeship, testing, rates of pay, and other forms of compensation, overtime, and shift assignments.

The Bidder further represents that managerial personnel in his organization who are authorized to hire, supervise, promote, and discharge employees, or to recommend or substantially participate in such actions, are aware of and will adhere to the requirements of the Affirmative Action Program.

TYPE OF ORGANIZATION

(Corporation, Co-partnership, individual, etc.)

NAME OF PRESIDENT OF CORPORATION

NAME OF SECRETARY OF CORPORATION

Corporation is organized under the laws of the State of _____.

Corporate
Seal

Firm _____

By _____
(Signature must be affixed here)

Title of Office _____

Contractor's License No.
& Classification _____

Legal Address _____

SECTION III

Agreement
Bond (Performance)
Bond (Payment)
General Conditions of the Contract

AGREEMENT

FACULTY HOUSING PROJECT

University of California, Santa Barbara
Santa Barbara, California

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Berkeley, California 94720

NAME AND ADDRESS OF OWNER'S REPRESENTATIVE:

Theodore L. Towne, Assistant Vice Chancellor
Facilities Management
University of California, Santa Barbara
Santa Barbara, California 93106

.. NAME AND ADDRESS OF THE CONTRACTOR:

TITLES OF DOCUMENTS BOUND HEREWITH:

Agreement
Bond, Performance
Bond, Payment
Technical Proposal
Cost Proposal
Affirmative Action Program
General Conditions of the Contract
Program
Performance Specifications
Schedule of Drawings

(Revised August 20, 1984)-

AGREEMENT

This Agreement made this _____ day of _____, 1984, by and between

hereinafter called Contractor, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation of the State of California, hereinafter called Owner.

RECITALS

Owner and Contractor wish to enter into an agreement pursuant to which Contractor will prepare detailed specifications and shop drawings for the Faculty Housing Project to be located on the Santa Barbara Campus of the University of California in accordance with program and performance specifications established by Owner, and after securing necessary approvals will construct the project.

NOW, THEREFORE, Owner and Contractor, for the considerations hereafter set forth, agree as follows:

1. Contract Documents

The contract documents consist of this Agreement, the Cost Proposal, the General Conditions, the Program, the Performance Specifications, and other documents and standards for design or construction quality referenced therein; the Contractor's Technical Proposal (consisting of outline specifications and schematic drawings); all addenda issued prior to the execution of this Agreement; the Shop Drawings and Detailed Specifications to be prepared by the Contractor and approved by the Owner in accordance with Paragraph 3.B. below; and all change orders to said approved Drawings and Specifications issued pursuant to Article 39 of the General Conditions. The foregoing documents collectively constitute the contract and all are as fully a part as if attached to this Agreement or repeated therein.

2. Contractor's Duties.

Contractor shall: retain an architect (hereinafter called Contractor's Architect) certified in California and warrants that said Contractor's Architect will use his best skills and judgment in preparing the final design and the shop drawings and detailed specifications in compliance with the Contract Documents; perform all construction work in the best and most sound way; furnish competent project management, coordination and superintendence of the

work; diligently provide all services, materials, and an adequate labor force; and do everything required by the Contract Documents as interpreted by Theodore L. Towne, Assistant Vice Chancellor, University of California, Santa Barbara (hereinafter called Owner's Representative) or his successor. Contractor warrants that the completed project will conform with the Program, the Performance Specifications, the Contractor's Technical Proposal, and the approved shop drawings and detailed specifications, except as the requirements of such document are later modified with the written approval of the Owner.

3. Time of Commencement and Completion of the Work

A. Contractor shall commence the work required by the Contract Documents on the date specified in a written "Notice to Proceed" by the Owner, which shall be the day following the day on which the Contract Documents are recorded in the County of Santa Barbara and shall release units for beneficial occupancy and shall fully complete all work in accordance with the following schedule:

<u>Number of Units</u>	<u>Calendar days allowed for construction after recording of contract</u>
4	240
12	270
28	300
65	330
All Other Work	340

If Contractor fails to fully complete the work within the time specified (subject to extensions of time duly granted in the manner and for the causes specified in Article 38 of the General Conditions), Contractor shall be charged by Owner as liquidated and ascertained damages the sum of twenty (\$20.00) dollars for each calendar day for each housing unit which remains unavailable for beneficial occupancy beyond the time(s) herein fixed and noted above and the additional sum of forty (\$40.00) dollars per calendar day for each day that the work remains incomplete beyond the 340 calendar days herein fixed for completion of all work, it being expressly and mutually agreed that from the nature of the case it would be impracticable and extremely difficult to fix the actual damage and inconvenience which would or will be suffered in the event that Contractor should fail fully to complete the work within the times specified, and it being further agreed that said charges of twenty (\$20.00) dollars per day per unit and forty (\$40.00) per day, herein provided for is reasonable and proper in the circumstances. The amount so charged may be deducted by Owner from any moneys which might otherwise be or become payable to Contractor. Nothing herein shall be construed as precluding Owner from the recovery of damages for causes other than delay, including but not limited to omissions or deficiencies in the work, work performed for Contractor's benefit, injury to persons or damage to property.

This provision for liquidated damages shall not be applicable if Contractor abandons the contract. In such event, Contractor shall be liable to Owner for all damages, direct or consequential, sustained by Owner by reason of such abandonment.

If Owner takes beneficial occupancy of individual apartment units pursuant to Article 51 of the General Conditions, the amount of per diem liquidated damages stipulated above shall be reduced by the sum of Twenty (\$20) Dollars for each such unit so occupied, it being agreed that such reduced liquidated damage assessment is reasonable in the circumstances because it is impracticable to fix actual damages and inconvenience attributable to less than total occupancy of the Project.

B. Contractor shall submit within sixty (60) days after recordation of the contract six (6) copies of complete shop drawings and detailed specifications which satisfy the requirements of the Bidding Documents. Before submittal for Owner review, such drawings and specifications, and any later changes thereto, shall be approved by Contractor's Architect and any governmental regulatory authority having jurisdiction. Construction shall not commence until Owner has reviewed and approved such drawings and specifications except as otherwise provided in Performance Specifications, Division 1. Such review and approval by Owner shall not constitute acceptance of any variations from the Program or Performance Specifications or Contractor's Technical Proposal, unless such variations have been specifically pointed out in writing by Contractor and have been specifically approved in writing by Owner. Nor shall such approval relieve Contractor from responsibility for errors or omissions in the submittals.

C. Time is of the essence of this contract and of each and every part thereof, and no act of forbearance by Owner, or extension by it of the time for the performance of any of the Contract Documents, and no delay or failure on the part of Owner in the exercise of any of its rights hereunder shall constitute a waiver of or excuse for any future default on the part of Contractor or as a waiver, release, or relinquishment of any of the rights conferred upon Owner. In the event an extension of time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this contract.

4. Contract Price

Owner shall pay Contractor in current funds, the sum of

(\$ _____) Dollars, for the design and construction of the Project, subject to additions and deductions by change order as provided in Article 39 of the General Conditions. Payment shall be made in accordance with Article 43 of the General Conditions.

Owner may make changes in the scope of the work in accordance with Article 39 of the General Conditions, or may terminate the contract

for cause or convenience in accordance with Article 20 or Article 55 of the General Conditions.

5. Standard of Performance and Acceptance of Payments

- A. All work of the Contractor shall be of good quality, free of defects, fit and suitable for its intended use and in strict compliance with the Contract Documents.

The term "work" as used in this Article 5 includes: all acts to be performed, architectural and managerial services to be provided; labor to be supplied; all drawings, specifications and other documents to be prepared; all skills, services, superintendence, materials, tools, utilities, transportation, equipment, temporary construction, and other facilities required for the complete and timely performance of the contract.

- B. No work which is defective in quality or construction, or which fails to meet any requirement of the Contract Documents, will be acceptable in consequence of Owner's failure to detect or point out its deficiencies to Contractor.

- C. With respect to construction:

- (1) Neither Owner's right to inspect, the presence of inspectors, nor their general review or approval of work will relieve Contractor from responsibility for achieving the quality, scope, and progress of the work required by the Contract Documents.
- (2) Neither the rights of general supervision, direction, inspection, review, comment, or approval conferred on the Owner's Representative, nor the Owner's Representative's exercise of those rights, shall relieve Contractor from any obligations set forth in the Contract Documents, except that the Owner's Representative's written acceptance of specific portions of construction containing patent deficiencies shall be final if such deficiencies have been called to the Owner's Representative's attention in writing by Contractor before the Owner's Representative's review and approval.
- (3) Neither the Owner's written acceptance of all or any portion of the work shall relieve Contractor from his obligation to correct latent deficiencies in such work and to reimburse Owner for consequential damages resulting from such deficiencies regardless of whether such deficiencies are discovered more than one year after final acceptance of the Project.

- (4) As used in this Article 5, the term "patent deficiency" means defective or non-conforming work which is apparent by reasonable inspection; the term "latent deficiency" means defective or non-conforming work which is not apparent by reasonable inspection. "Non-conforming work" includes construction which contains omissions, lack of coordination, or does not conform to specific or depicted standards of: description, performance, quality, appearance, artistic effect, operation levels or cost, maintenance levels or cost, longevity, space, energy consumption or other factor set forth in the Contract Documents as amended.

D. The acceptance of the final payment shall constitute a waiver of all claims by Contractor for all things done or furnished in connection with the work and for every act and neglect of Owner and others relating to or arising out of the work, except those timely claims or requests for modifications previously submitted in writing in accordance with Articles 6, 38, 39 and 40 of the General Conditions for which no final decision has been rendered. No payment, final or otherwise, shall operate to release Contractor or his sureties from any obligations under the Contract Documents or the Performance or Payment Bonds or shall constitute a waiver of claims by Owner for defective or non-conforming work, failure of the work to comply with the requirements of the Contract Documents, or arising from guarantees or representations required by the Contract Documents.

6. Notices

Any notice, instruction, or communication provided for in the Contract Documents may be served on Contractor by Owner or Owner's Representative by depositing the same in a United States Mail Box with proper postage thereon, addressed to the Contractor at

, or by causing said notice to be delivered to said address.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written.

CONTRACTOR:

By _____

By _____

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By _____

By _____

UNIVERSITY OF CALIFORNIA, SANTA BARBARA



BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

FACILITIES MANAGEMENT
OFFICE OF PLANNING & CONSTRUCTION
(805) 961-2081

SANTA BARBARA, CALIFORNIA 93106

August 9, 1984

HOLDERS OF PLANS AND SPECIFICATIONS:

Faculty Housing Project
Project No. 986320

ADDENDUM NO. 1

Enclosed is one copy of ADDENDUM NO. 1 to the construction documents for the above-captioned project.

Bids will be opened on Monday, September 24, 1984, at 2:30 P.M., at the Facilities Management Office, Bldg. 439, University of California at Santa Barbara.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. B. Julian".

J. B. Julian
Manager-Planning & Construction

JBj/cj
Encl.

cc: General Counsel

Certified Return Receipt Requested

ADDENDUM NUMBER 1
to the
CONSTRUCTION DOCUMENTS

August 9, 1984

General

The following changes, additions or deletions shall be made to the following document(s); all other conditions shall remain the same.

I. Information for Bidders

Item No.

1. Section I.B (Scope, Timing and Cost), change "three hundred (300) days" to read, "two hundred seventy (270) days."

II. Schedule of Drawings

Item No.

1. Add "with Revision No. 1 dated 8/3/84" to the dates shown for Sheets 1 of 3 and 3 of 3. Add, "with Revision No. 1 dated 8/10/84" to the date shown for Sheet 2 of 3.

III. Drawings

Item No.

1. Remove Sheets 1 of 3, 2 of 3 and 3 of 3, all dated 4/9/84, and replace these sheets with Sheet 1 of 3 with Rev. #1 dated 8/3/84, Sheet 2 of 3 with Rev. #1 dated 8/10/84 and Sheet 3 of 3 with Rev. #1 dated 8/3/84.

REQUEST FOR BID

Subject to conditions prescribed by the undersigned, sealed bids, including a technical proposal and a cost proposal, are invited for the following work:

Faculty Housing Project
University of California, Santa Barbara
Santa Barbara, CA 93106

Proposals will be received only at:

Facilities Management, Bldg. 439
University of California
Santa Barbara, CA 93106

No Technical or Cost Proposal will be received after 2:30 p.m., September 24, 1984.

Cost Proposals will be publicly opened at 2:30 p.m. September 24, 1984 at Facilities Management, Building 439, Room 130, University of California, Santa Barbara, CA 93106.

This project will be designed and constructed as a turnkey planned unit development. The University has described the project in terms of program and minimum acceptable performance specifications and each bidder will submit a Technical Proposal and a Cost Proposal to design and construct the project.

The scope of the project is to design and construct 50 two-bedroom and 15 three-bedroom, one-study/library townhouses of frame construction on 11.5 acres of the University's West Campus. The project includes all site clearance, site development, utilities, streets, parking areas, and landscaping necessary for a complete planned unit housing development.

The Owner reserves the right to waive any informalities or to reject any or all bids. Each bidder must deposit with his bid, security in the amount, form and subject to the conditions listed in the Information for Bidders. No bidder may withdraw his bid within 60 days after the actual date of the bid opening.

Prospective bidders and their intended subcontractors are invited to attend a Pre-proposal Bidders Conference on Wednesday, August 15, 1984, at 1:30 p.m. at:

Facilities Management
Building 439, Room 130
University of California
Santa Barbara, CA 93106

for the purpose of familiarizing all prospective bidders with the technical procedures.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Date: July 20, 1984

PROJECT DESCRIPTION

PROJECT: Faculty Housing Project

LOCATION: University of California, Santa Barbara

OWNER: The Regents of the University of California

OWNER'S
REPRESENTATIVE: Theodore L. Towne
Assistant Vice Chancellor
Facilities Management
University of California
Santa Barbara, CA 93106

DESCRIPTION

This project will be designed and constructed as a turnkey planned unit development. The University has described the project in terms of program and minimum acceptable performance standards and each bidder will submit a Technical Proposal and a Cost Proposal to design and construct the project.

The scope of the project is to design and construct 50 two-bedroom and 15 three-bedroom, one-study/library townhouses of frame construction on 11.5 acres of the University's West Campus. The project includes all site clearance, site development, utilities, streets, parking areas, sidewalks, and landscaping necessary for a complete housing development.

Time allowed for design and construction: 270 calendar days.

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SECTION III

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**INFORMATION
FOR
BIDDERS**

SECTION I

Information for Bidders

(Revised August 20, 1984)

A. Turnkey Development

The procedure used for this contract is the turnkey development process. Bidders should carefully examine all contract documents prior to submitting a bid.

The University has described the project in terms of program and minimum acceptable performance standards of construction and solicits bids from pre-qualified and experienced developers and contractors to design and construct the project.

Each bidder is required to use a licensed architect and engineer to prepare the design and will be expected to adhere to the University of California's requirements regarding Affirmative Action.

Section IV, "Program" and "Performance Specifications" sets forth the conditions and limitations of the property to be utilized for construction of this project and specifies the minimum standards of construction acceptable to the Owner. These standards are established by reference to commonly used standards in the housing industry, except where otherwise noted.

The Owner's preferences in design approach and desired amenities are indicated and conditions which limit the designers' initiative are stated. Within these guidelines each bidder will submit a Technical and Cost Proposal to produce the best overall project for the intended purpose at the lowest cost. These Proposals shall be reviewed and evaluated in accordance with Section IV, "Evaluation Procedures" and used to determine the lowest responsible bid for this contract.

B. Scope, Timing and Cost

The Regents of the University of California invite Technical and Cost Proposals for the design and construction of 65 units of housing intended for occupancy by faculty at the University of California, Santa Barbara. The project includes all related site and utility construction, plus associated facilities as described and specified in Section IV, "Program" and "Performance Specifications." Construction of the 65 housing units, access roads, water and sewer facilities shall be scheduled and completed by the contractor so that units are suitable and available for beneficial occupancy as follows:

<u>Number of Units</u>	<u>Calendar days allowed for construction after recording of contract</u>
4	240
12	270
28	300
65	330
All Other Work	340

Design and construction funds available for this project are limited to Seven Million, Three Hundred Ninety-Eight Thousand Dollars (\$7,398,000). The award will not be made in excess of this amount.

C. Cash Awards

Awards will be given to the top four (4) responsive bidders as determined on the same basis as determines the successful bidder. Awards shall be as follows:

First Place:	Award of contract*
Second Place:	\$12,000.00
Third Place:	\$10,000.00
Fourth Place:	\$ 8,000.00

*If the University does not award a Construction Contract, the apparent low bidder will receive a First Place Cash Award of \$20,000.00.

Awards will not be given to incomplete or unresponsive Technical Proposal or Cost Proposals or Cost Proposals which exceed Seven Million, Three Hundred Ninety-Eight Thousand Dollars (\$7,398,000), as noted above.

D. General Requirements

1. Before submitting a bid, each bidder shall examine the Request for Proposal, Step 2, and shall visit the site of the work (see the drawings listed in the "Schedule of Drawings") and observe its conditions to be fully informed for providing the design and construction, materials, labor, and workmanship required as well as the conditions under which they must be furnished.
2. The bidders are directed to the requirements of the California Business and Professions Code, Division 3, Chapter 9, known and ordinarily cited as the "Contractor's License Law." Under the Business and Professions Code, the bidder including all subcontractors must, at the time of submission of the bid, have the appropriate licenses for the work to be performed under the contract. It shall be the responsibility of each bidder, on his own initiative, to review this Code and take whatever steps are necessary to comply with it in bidding, executing a contract, and performing the work on this project. In the event of protests, disputes, or disciplinary proceedings, the bidder must demonstrate his compliance with the Code.
3. No one is authorized to amend any of these bid documents, in any respect, by oral statement, or make any representation or interpretation in conflict with their provisions. If necessary, supplementary information in addendum form will be mailed by certified mail, with return receipt requested, to all prospective bidders not later than three (3) days prior to the date fixed for the submission of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve such bidder from any obligation under his submitted bid. All addenda so issued shall become part of the contract documents.

E. Technical and Cost Proposals

Each design-builder participating in Step 2 is required to submit a bid which will consist of two parts, as follows:

1. The TECHNICAL PROPOSAL shall consist of the following miniumum requirements:

- a. Proposal drawings and outline specifications, with sufficient detail, dimensions and notes to permit the preparation of the respondent's Cost Proposal. Respondents are advised that this required material will be utilized for review and evaluation by the Building Committee in determining a quality point value as described in Section IV, "Evaluation Procedures."
- b. Proposal drawings and outline specifications as outlined below, shall be submitted in triplicate. Drawing shall be 30" x 36" prints.
- c. Outline specifications shall be submitted on 8½" x 11" paper with "Faculty Housing Project" and bidder's name on the cover.
- d. Drawings

(1) Site Plan - Architectural (Scale 1" = 40')

Show property lines and dimensions, location of buildings/clusters, common-use areas, roads, parking areas, pedestrian walks, bikeways, recreation/play areas, and open spaces. Indicate existing and new grades, relationship to existing development, and existing roads and walks.

(2) Site Plan - Utilities (Scale 1" = 40')

This plan shall indicate property lines, location of buildings/clusters, common-use areas, roads, walks and shall show all proposed grading; i.e., new and existing contours, drainage (both surface and sub-surface), utility layout (including connections, valves and hydrants), distribution, and other utilities.

(3) Site Plan - Landscaping and Irrigation (Scale 1" = 40')

These two (2) plans shall show the property lines, location of buildings/clusters, roads, walks and shall show all proposed landscaping, including erosion control, trees, shrubs, ground cover, turf and other plantings and/or treatment proposed. The landscaping sheet shall include a plant schedule. Schematically show the complete irrigation system on a separate sheet.

(4) Typical Development Plan (Scale 1/8" = 1'-0" minimum)

For each typical building/cluster and the southern expansion area (see Section IV, "Program") show the general design of the area, including typical building unit, dimensions of clusters, patios, streets, walks, parking, grading, landscaping, irrigation and utility connections.

(5) Floor Plans (Scale 1/4" = 1'-0")

Show each type dwelling unit, overall dimensions, room dimensions, roof outline, typical furniture layouts, plumbing fixtures, kitchen layout, windows, door swings, electric lights, switches, outlets, fans, heating and plumbing and electrical diagrammatic layouts, and equipment of each type of unit. Indicate on these plans the number of dwelling units of this type to be constructed.

(6) Foundation and Framing Plans (Scale 1/4" = 1'-0")

Optional.

(7) Typical Elevations (Scale 1/4" = 1'-0")

Provide typical elevations for each building/cluster type. (If 1/8" = 1'-0" is necessary for clarity then 1/4" = 1'-0" front elevation is required.) Indicate the wall materials, window types, roofing, materials and dimensions.

(8) Typical Cross Section (Scale 1/2" = 1'-0" minimum)

For each building/cluster type show general construction including foundation, floors, wall and roof design and materials, including framing, party walls, insulation, stairs, floor to floor dimensions, ceiling heights.

(9) Interior Elevations

Typical interior elevations are required of major rooms and all built-in casework (i.e., kitchens, baths) if not part of typical cross section.

(10) Perspective/Axonometric

Optional

e. Outline Specifications:

- (1) Following the Construction Specification Institute format, amplify the information submitted in "d." above, and briefly describe the materials, workmanship and method of installation.

It is desirable for bidders to describe their approach and design of this project and note which portions, if any, of the Program and Performance Specifications in Section IV exceed the minimum acceptable requirements.

The Outline Specifications shall also contain two summaries, a Statistical Summary and a Conformance Summary.

(2) In the STATISTICAL SUMMARY, provide the following information:

(a) The gross square feet of dwelling units and building/cluster types.

The University of California's Facilities Data Inventory System defines gross square feet (GSF) as the sum of areas on all floors of the building included within the outside face of the environmentally controlled envelope, for every story or floor which has floor surface. It is calculated by measuring from the outside faces of walls, disregarding architectural and structural projections extending beyond the envelope face. Stairways within the envelope are counted at each floor. Exterior corridors, porches, lightwells, balconies, courts, terraces, etc. are excluded. Only one-half (50%) of covered unenclosed space shall be included in GSF calculations.

(b) The assignable square feet of dwelling units and building/cluster types.

The University of California's Facilities Data Inventory System defines assignable square feet (ASF) as the sum of that part of the covered gross area and one-half of the covered unenclosed area on all floors of the building assigned to or usable by an occupant. ASF is measured from the inside face of walls and partitions. Deductions shall not be made for free-standing columns or architectural and structural projections.

(c) Space efficiency (ASF/GSF) of dwelling units and building/cluster types.

(d) Total building coverage in square feet and as a percentage of the 11.5-acre site.

(e) Landscape and open space area, separately, in square feet and as a percentage of the 11.5 acre site.

(f) Parking, roads, pedestrian walks, and bikepath area, separately, in square feet and as a percentage of the 11.5 acre site.

- (g) Estimated exterior and interior water consumption, separately, in acre feet per year for three years.

Provide a brief summary of water consumption calculations showing all assumptions.

- (3) The second appendix of the Outline Specifications shall contain a CONFORMANCE SUMMARY.

- (a) The Conformance Summary shall reiterate each of the California Coastal Commission's 1980 Long Range Development Plan Requirements and Environmental Impact Report Requirements (see "Program," Section IV) followed by sufficient explanation of how each requirement has been met, or does not apply, for the University to demonstrate to the California Coastal Commission that the project is consistent with the requirements (also see Section I.K., "Review by the California Coastal Commission").

2. The COST PROPOSAL shall include the following required submittals:

- a. A completed Cost Proposal form found in Section II, "Cost Proposal."
- b. A completed Bid Bond found in Section II, "Bid Bond."
- c. A completed Questionnaire to General Contractors found in Section II, "Exhibit A: Questionnaire to General Contractors."
- d. A completed Affirmative Action Program, found in Section II, "Exhibit B: Affirmative Action Program" and Appendices A - D.

NOTE: FAILURE TO SUBMIT ALL OF THE ABOVE INFORMATION MAY BE CAUSE FOR DETERMINING A STEP 2 PROPOSAL NONRESPONSIVE AND, THEREFORE, NOT CONSIDERED FOR AWARD.

3. Alternates and Clarifications

Each Technical Proposal shall be complete and definitive when submitted. Alternates will not be accepted. While not necessarily encouraged, any of those firms invited to submit a Step 2 proposal may submit more than one bid; however, any such bids must be submitted as completely independent and separate bids.

Bidders are advised that it is possible that award may be made without discussion or any contact concerning the bids received. Therefore, bids should be submitted initially on the most favorable terms from a price and technical standpoint that the bidder can submit to the University. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

However, the Building Committee may, in the course of their review, find that some clarification of a proposal is necessary and required for a fair and objective evaluation. In that event such clarification will be requested in writing and the bidder given the opportunity to respond in writing. Changes will neither be requested nor accepted during the evaluation process, and clarification when requested cannot change the bid price.

4. Presentation

- a. Each bidder will be given the opportunity to verbally present their Technical Proposal to the Building Committee. The presentation shall be confined to an explanation of the submitted Technical Proposal. Revisions, changes, or clarifications to Technical Proposals at the time of the presentation will neither be accepted nor considered in evaluating the Proposal.
- b. Presentations will be scheduled after submittal of Technical and Cost Proposals. Each bidder will be notified of the time and place of their presentation.

5. Complete Work

Bids must be for the complete work covered by the Cost Proposal form and shall include the cost of the insurance premium for the insurance required by Article 35(d) of the General Conditions. The cost of the premium for this insurance shall be separately identified as provided in the Cost Proposal Form.

6. Insurance

Each bidder shall include all costs of maintaining insurance in compliance with the provisions in the General Conditions of the Contract. The Contractor shall furnish and maintain the following minimum liability insurance coverage for the life of the contract, depending upon the contract amount, in accordance with the following:

<u>Amount of Contract</u>		<u>Coverage</u>
Over \$5,000,000	Bodily Injury	\$ 500,000 per individual 1,000,000 per occurrence
	Property Damage	\$ 500,000 per occurrence 1,000,000 aggregate

7. Bonds

Each bidder shall include all charges for furnishing a Performance Bond (100% of the bid price) and a Payment Bond (50% of the bid price) in the total contract bid price. In the event multiple sure-

ties will bond the bidder, the bidder should contact the University for bond forms containing multiple surety provisions and shall use those forms.

8. Companies

All Bonds and insurance shall be from approved companies.

9. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10. Subcontractors

Each bidder shall in his bid set forth in the place provided in the Cost Proposal form:

- a. The name of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work, or who will specifically fabricate and install a portion of the work in an amount in excess of one-half of one percent of the prime Contractor's total bid, and
- b. The portion of the work which will be done by each such subcontractor.

(1) Each portion of the work shall be performed by an organization equipped and experienced to do the work in the particular field and no portion of the work shall be reserved by the Contractor to himself unless he is so equipped and experienced.

(2) The subcontractor list must be carefully and completely filled out. Do not list more than one subcontractor for the same portion of the work.

11. Security

No bid will be considered unless accompanied by a security in the amount of not less than ten percent (10%) of the Base Bid. The security shall be a bid bond, or a certified check, or a cashier's check made payable to Regents-UC, or a cash deposit. Said bid securities will not be required for combination bids, the securities of the separate bids being applicable to the combination. Bid Bond shall be on a form provided by the University, with an approved surety as defined in Article 34, Guaranty Bonds, paragraph (b), of the General Conditions. If a bid bond is used, the penal sum of the bond shall be expressed in words and figures as a specific number of dollars. The signature on behalf of the surety must be notarized.

12. Signature

The Cost Proposal must be signed with full name and address of the bidder; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an officer thereof in the corporate name and having the corporate seal affixed.

13. Use of Bid Depositories

The California Supreme Court has issued an opinion* holding that certain major aspects of bid depository operations are per se violations of California and Federal antitrust laws. In order to insure free competitive bidding on University construction projects, each bidder must submit with his bid a properly filled out questionnaire, Exhibit A, "Questionnaire to General Contractors," on the form attached to the Cost Proposal. Failure to submit a filled out Exhibit A with the bid or a submission of a bid obtained in violation of the California antitrust law may constitute disqualification of the entire bid at Owner's discretion.

14. Nondiscrimination and Affirmative Action

The University's Affirmative Action Program requirements shall apply only to the Contractor and those subcontractors, regardless of tier, who will perform work or labor or render service to the contractor in or about the construction worksite or who will specifically fabricate and install a portion of the work according to the Contract Documents in the amount of \$10,000 or more of the contractor's total bid. The term "affected subcontractor," as used hereinafter refers to any subcontractor meeting the aforementioned criteria.

- a. The contractor (including his subcontractors) shall not discriminate against any persons employed or seeking employment on the project because of race, color, religion, sex, age, ancestry, national origin, local custom, or habit.
- b. All applicants for employment and all employees on the project shall be treated equally in: recruitment advertising, recruit-

*Oakland-Alameda County Builder's Exchange v. F. P. Lathrop Construction Co., 4 Cal. 3d. 354 (1971).

ment, hiring, upgrading, transfer, demotion, layoff and termination, and in: selection for training (including apprenticeship), testing, rates of pay and other forms of compensation, overtime and shift assignments. The contractor shall submit as part of his bid an acceptable Affirmative Action Program, (Exhibit B). The contractor shall be responsible for the submission of the Affirmative Action Programs (Exhibit B) of the affected subcontractors to the Owner (at the location stated in the Request for Bids at which the Request For Proposal, Step 2, was issued) not later than 5:00 p.m. of the tenth working day following the bid opening.

c. The objective of the contractor's Affirmative Action Program (hereinafter referred to as the Program) shall be the prompt achievement of equal opportunity in employment and advancement for women and minority group persons. The term "minority group person" means Negro, Spanish American,* Oriental, American Indian, Filipino, and such other minorities as may hereinafter be designated by the Office of the President of the University of California.

d. Pre-Bid Conference

The University will hold a pre-bid conference for the purpose of informing all prospective bidders of the requirements of an acceptable Program. A notice of the time and place of such a meeting shall be sent to prospective bidders. Prospective bidders and their affected subcontractors will be expected to attend the meeting and to invite representatives from all unions whose members may be expected to be employed on the project.

e. Approval of Program

The prospective contractor's written Program is part of and shall be submitted with his bid. The prospective contractor shall be responsible for the submission of the written Programs of his affected subcontractors to the owner not later than 5:00 p.m. of the tenth working day following the bid (Cost Proposal) opening. Approval of the contractor's and affected subcontractors' Programs is a condition precedent to award and to the approval of subcontractors. If the apparent low bidder has not submitted an acceptable Program, the University may reject his bid and award the contract to the next apparent low responsive bidder, continuing this practice in order of bids until an acceptable bidder is reached. If an intended affected sub-

*Oakland-Alameda County Builder's Exchange v. F. P. Lathrop Construction Co.,
4 Cal. 3d. 354 (1971).

contractor fails to submit an acceptable Program, the University reserves the right to require the substitution of another sub-contractor at no increase in contract price. The successor sub-contractor shall be required to submit an acceptable Program as a condition of approval.

f. Pre-Award Conference

Within ten (10) days after notification by the University that the bidder is the apparent low responsive bidder, and is being considered for award of the contract, the apparent low bidder and his affected subcontractors will attend a pre-award conference relating to the approval by the University of the Programs.

- g. The apparent low bidder and his affected subcontractors shall invite representatives from all unions which may be affected by the contract to attend the conference. At the conference, the low bidder and each of his affected subcontractors shall provide assurances that the implementation of his Program can be achieved under any existing collective bargaining agreements, training, and related programs and that he will make every effort to achieve goals and timetables set forth in the Bid Conditions (E.14.h.(1)). If the apparent low bidder fails or refuses to participate in the conference or to present an acceptable Program, the University may reject his bid and award the contract as provided in the preceding paragraph "e.," "Approval of Program."

h. Standard for Approval

The acceptability of the Program will be determined on the basis of the adequacy of: (1) the minority manpower utilization goals submitted, and (2) the commitment to recruit, employ, and upgrade minority group persons.

(1) Goals

A goal is a numerical objective, fixed realistically in terms of the number of vacancies expected, and the number of qualified applicants available in the relevant job market. Thus, if through no fault of the employer, he has fewer vacancies than expected, he is not subject to sanction, because he is not expected to displace existing employees or to hire unneeded employees to meet his goal. Similarly, if he has demonstrated every good faith effort to include persons from the group which was the object of discrimination into the group being considered for selection, but has been unable to do so in sufficient numbers to meet his goal, he is not subject to sanction.

Under a system of goals, therefore, an employer is never required to hire a person who does not have qualifications needed to perform the job successfully; and an employer is never required to hire such an unqualified person in preference to another applicant who is qualified; nor is an employer required to hire a less qualified person in preference to a better qualified person, provided that the qualifications used to make such relative judgements realistically measure the person's ability to do the job in question, or other jobs to which he is likely to progress. The terms "less qualified" and "better qualified" as used herein are not intended to distinguish among persons who are substantially equally well qualified in terms of being able to perform the job successfully. Unlike quotas, therefore, which may call for a preference for the unqualified over the qualified, or of the less qualified over the better qualified to meet the numerical requirement, a goal recognizes that persons are to be judged on individual ability, and therefore is consistent with the principles of merit hiring.

The contractor and each of his affected subcontractors shall provide the following data:

- (a) The number of laborers, journeyman, journeyman trainees, helpers, pre-apprentices, and apprentices employed in each trade by job and craft, separately indicating the number of women and minority group persons in each category for each current contract entered into by the contractor in the State of California.
- (b) Based on a man-hour calculation, the number of laborers, journeymen, journeymen trainees, helpers, pre-apprentices, and apprentices who will be employed in each trade by job and craft on the project, indicating how many of these are projected to be minority group persons. The projection of minority group persons is an estimate of the minority participation which should naturally result from an effective Program in the circumstances of the labor market area. It is not a quota or fixed numerical standard but a flexible planning objective.
- (c) If additional employees will be hired for work on the project, the contractor and each affected subcontractor shall indicate the number and man-hours anticipated in each trade by job and craft and the target dates for such hiring.

Factors that will be considered in evaluating the adequacy of the contractor's and affected subcontractors' minority manpower utilization goals include: (1) the number of minority group persons to be employed in each trade, and (2) the size of the contractor's or the affected subcontractor's firm, the number of its employees, and its past and present equal opportunity practices. The purpose of the contractor's or affected subcontractors' commitment to specific goals is to meet the affirmative action obligations and is not intended and shall not be used to discriminate against any qualified applicant or employee.

- (d) The written Program submitted must include goals and timetables for minority manpower utilization as well as specific affirmative action steps directed at increasing minority manpower utilization by the application of good faith efforts to carry out the steps set forth in E.14.h.(2) below, and in Exhibit B, incorporated herein by reference. The contractor and all affected subcontractors must set forth goals, in terms of man-hours, for the purpose of providing equality of employment opportunity for minority group persons in the construction industry. The following goals and timetables based upon the availability of minority group persons as determined by the 1970 U. S. Census for the State of California shall be applicable:

Journeyman

Asbestos and Insulation Workers	22.2%
Boilermakers	15.8
Brick and Stone Masons	28.2
Cabinet Makers	33.8
Carpenters	20.9
Carpet Layers and Linoleum Installers	23.4
Cement and Concrete Finishers	46.2
Electricians	18.4
Floor Layers	31.1
Glaziers	15.6
Millwrights	12.5
Operating Engineers	24.8
Painters	25.7
Plasterers	32.3
Plumbers and Pipefitters	20.0
Roofers and Slaters	27.5
Sheetmetal Workers	20.0
Structural Metal Workers	12.1
(Structural Steel and Ornamental Iron Workers)	

Tile Setters	28.6
(Marble, Tile, and Terrazzo Workers)	
All Other Crafts	23.0

Laborers

47.8%

and the following goals and timetables based upon population parity of minority group persons within the working age group 16-64 as determined by the 1970 U. S. Census for the State of California shall be applicable to all pre-apprentices, apprentices, helpers, and journeyman trainees:

23.7%

(2) **Commitments to Recruit, Employ, and Upgrade**

The contractor shall agree and shall require each listed subcontractor to agree to:

- (a) Utilize sources known to be able to provide minority applicants and identify those sources.
- (b) Encourage present employees to refer minority group applicants, and describe the methods to be used.
- (c) Recruit and screen applicants and set up interviews in areas of dense minority populations, identify the areas, and, upon request by the University, give a schedule of interviews.
- (d) Seek applicants for job training, summer employment, and apprenticeship training from schools having substantial minority group enrollment, identify such schools, and, upon request by the University, give a schedule of interviews.
- (e) Support programs designed to recruit and train minority group persons and briefly describe the scope of each program.
- (f) Maintain programs for training and upgrading present employees and provide on-the-job training programs open to all employees on an equal basis, briefly describe the scope of such programs, and give the criteria used to determine when an employee is qualified for promotion.

- (g) Encourage minority group persons to bid and seek such persons for work on supplementary portions of the project, including: (1) the installation of temporary electrical power, (2) trucking or hauling, (3) suppliers, (4) erection and painting of street barricades, (5) removal of job debris, (6) custodial services, and (7) security patrol.
- (h) Identify himself as an equal opportunity employer in all recruitment advertising.
- (i) Post English and Spanish equal employment posters in conspicuous places.
- (j) Maintain systematic contacts, oral and written, with human relations groups and minority group organizations which can provide minority subcontractors and referrals of minority group applicants.
- (k) Make known to all recruitment sources in writing that qualified minority group persons are being actively sought for executive, supervisory, office, and technical jobs whenever openings occur.
- (l) Use employment advertising, newspaper, radio, television, and other media that serve substantial numbers of minority group persons in the recruiting area.
- (m) Refrain from maintaining or providing segregated facilities for employees at any establishment.
- (n) Notify all eligible employees of promotions or vacancies available to ensure equal opportunity to compete for all openings, including higher skilled journeyman, foreman, and supervisory positions.
- (o) Notify any union with which he may have signed a valid collective bargaining agreement that the contractor or affected subcontractor is bound by the Program, and if any such union's policies or practices interfere with the execution of the Program, the contractor is required to notify the University.
- (p) Participate in joint apprenticeship committees; seek and sponsor minority group persons for apprenticeship training; and use as many apprentices at the jobsite as the State Standards permit.
- (q) If any union, recruitment, or referral agency is to be used, prior to such use, secure and submit to the

University a written statement signed by an official of such union or agency declaring that such union or agency: (1) does not discriminate against members of minority groups in any phase of its organization or in any aspect of its referral procedure; (2) is, in fact, able to refer to the contractor or subcontractor qualified minority group persons, and, if not, is presently establishing or operating a program designed to make such persons available. (In the latter case the statement is to be accompanied by a copy of such a program.)

- (r) If a position is open during the performance of this contract, seek to fill the position by first upgrading qualified employees and by seeking qualified minority referrals before requesting referrals from the union hiring halls, where collective bargaining agreements permit.
- (s) For contracts or subcontracts of \$500,000 or more, designate, identify by name; and outline the authority of an affirmative action compliance officer.
- (t) Establish in-house procedures to assure that all staff members who are authorized to hire, supervise, promote, and discharge employees or to recommend or substantially participate in such actions are informed of and will adhere to the requirements of the Program and control procedures necessary to assure that such staff members are complying with the Program. These procedures shall be described in the Affirmative Action Program submitted by the contractor.
- (u) On request, make himself available for counseling individuals and groups in the minority sector who wish aid and assistance in writing contracts, preparing bonds, and generally encourage minorities to bid for and get subcontracting work.
- (v) Make every good faith effort to achieve a minority man-hour utilization rate, as to employment and/or paid training, at the required level set forth in his Affirmative Action Program, and within the specified timetables, on all his projects in the geographical area during the term of performance on this project. (The minority man-hours of employment and paid training achieved by the contractor's employees in the trade must be substantially uniform throughout the term of performance on this project. The transfer of minority employees or trainees from contractor to

contractor or from project to project for the sole purpose of meeting the contractor's or subcontractors' goals shall be a violation of these Bid Conditions.)

- (w) In reaching the goals of minority man-hour utilization, make every good faith effort to locate and employ qualified minority journeymen-level persons.
- (x) In order that the non-working training hours of minority trainees may be counted in reaching the goal, (1) employ and compensate such trainees during the training period, (2) make a commitment to employ the trainees at the completion of their training, and (3) train them pursuant to training programs set forth in the Program with respect to the nature, extent, and duration of training offered.

i. Post Award Compliance

- (1) The University shall review the contractor's and affected subcontractors' employment practices during the performance of the contract. If the manpower utilization goals are being met and the contractors are observing their written commitment to provide equal employment opportunity, the contractors will be presumed to be in compliance with the requirements of the Program. In the event of a failure to meet the goals, or if the equal employment opportunity commitments are not being performed, the contractor or his subcontractor shall be given an opportunity to demonstrate that he has made a good faith effort at compliance, at a hearing conducted by the University. It shall not be considered a valid excuse that unions with which the contractor or his affected subcontractor have collective bargaining agreements failed to refer qualified minority persons. If the University finds that the contractor or any of his affected subcontractors has failed to comply with the requirements of the Program, the University may treat such failure as: (1) a violation of a material provision of the contract and as a ground for termination in accordance with Article 20 of the General Conditions, or (2) a basis for withholding progress payments until deficiencies are corrected, or (3) a basis for assessing the penalties prescribed in Article 50(a)(5), in which event such amounts shall be deducted from the progress payment due next. If the second alternative is elected, and deficiencies are not corrected in the manner and by the date specified by the University in its written notice to the contractor or subcontractor, the University may terminate the contract.

(2) Notice of Deficiencies

The University shall notify the contractor in writing two calendar weeks prior to any job site meeting of any alleged deficiencies in compliance with the requirements of the program. Such notice shall set forth the basis for the conclusion that an alleged deficiency exists. The contractor shall be given an opportunity at the job site hearing to present evidence that no deficiency exists or that it is excusable.

F. Evaluation

A Building Committee appointed by the Chancellor of the University of California, Santa Barbara, and assisted by technical personnel, will evaluate each Technical Proposal and assign a Quality Point Value in accordance with Section IV, "Evaluation Procedures." The Quality Point Value will be final and no appeal of its decision will be considered. Submission of a Technical Proposal by a bidder shall be considered as agreement to accept the Quality Point Value of the Building Committee as final.

For complete details regarding the Evaluation procedure, see Section IV, "Evaluation Procedures."

G. Submission of Bids

Bid documents shall be received not later than the time and date indicated on the "Request for Bid."

For bids to be considered they must be on the Cost Proposal form, which shall be removed from these documents, filled-in without qualification(s) or exclusion(s), and enclosed in a sealed envelope addressed to:

The Regents of the University of California
Facilities Management, Building 439
University of California
Santa Barbara, CA 93106

All bids must be delivered to the above address at or before the time and place set in the "Request for Bid." BIDS WILL BE RECEIVED AT NO OTHER PLACE. If the bid is sent by U. S. Mail, it must be sent registered. All envelopes shall be marked "Bid for Faculty Housing Project."

H. Award of Contract

The bidder to whom the award is made will be promptly notified. Within ten (10) calendar days from the date of such notification he shall execute the Agreement in triplicate and furnish the required bonds.

I. Guarantees

1. A bid may be withdrawn only upon request by the bidder or his duly authorized representative, provided such request is received by the University at the place designated for receipt of bids prior to the time fixed for the opening of bids. A withdrawal of a bid shall not be effective unless a written confirmation of the withdrawal is received by the University at said place within forty-eight (48) hours after the time fixed for the opening of bids. The withdrawal of a bid does not prejudice the right of a bidder to file a new bid. No bid may be withdrawn after the time fixed for the opening of bids for a period of 60 days.
2. If a bidder (a) withdraws his bid within 60 days after the date and time fixed for the opening of bids in the Request for Bid, or (b) fails or refuses to execute the Agreement, Payment Bond, Performance Bond, or other required forms within ten days after the same are presented to him for signature, the Owner may award the work to another bidder or bidders or may call for new bids. In either event the original successful bidder shall be liable to The Regents for the difference, not to exceed 10% of the base bid, between the amount of his defaulted bid and the larger amount for which The Regents procure the work.
3. Guarantees of the low three or more of the bidders, the number being at the discretion of the Owner, will be held until after execution of the contract, at which time these guarantees will be returned except as provided in paragraph VI.b.(1), above.

J. Approval by The Regents

Prior to the award of this contract, the project must be presented to The Regents for Design Approval. The presentation materials will consist of 35 mm. slides of the Site and Landscape Plans, Floor Plans, Elevations, and a perspective rendering of the proposed project. Presentation materials shall be prepared and paid for by the apparent low bidder.

Prerequisite to award is The Regents' approval of the design. Award of the contract for the project will be made, if at all, after review and approval of the proposed design by The Regents. If the University does not award a Construction Contract, the apparent low bidder will receive a First Place Cash Award of \$20,000.00.

K. Review by the California Coastal Commission

Prior to award of this contract the project must be presented to the California Coastal Commission to determine whether the project is consistent with the University's certified Long Range Development Plan (LRDP). On determining the apparent low bidder, the University will make such presentation to the California Coastal Commission. Award of the contract will be made, if at all, after California Coastal Commission review and determination of consistency. If the University does not award a construction contract, the apparent low bidder will receive a First Place Cash Award of \$20,000.00.

The design of the project must be consistent with the LRDP. Section IV, "Program" identifies requirements necessary for the California Coastal Commission to determine consistency and Section I.E., "Technical and Cost Proposals" details how this information shall be submitted to the University for presentation to the California Coastal Commission.

L. Confidentiality of Technical Proposals

All Technical Proposals will be treated with strict confidentiality throughout the bid procedure. After the successful bidder has been announced, his Technical Proposal will be available for review along with other pertinent bid documents in accordance with usual procedures of the University. All other Technical Proposals will not be available for examination or review by other parties at any time while in the custody of the University. The evaluation data will be retained by the University, but will not be made available for examination or review by other parties. The Technical Proposals of the unsuccessful bidders will be returned after award of Contract.

M. Liquidated Damages

The bidder must agree to pay as liquidated damages the sum of (\$20.00) dollars per day per unit for each day any unit remains unavailable for beneficial occupancy beyond the time fixed in Article 3 of the Agreement. The bidder must also agree to pay an additional forty (\$40.00) dollars per calendar day for each day that all work remains incomplete beyond the time (340 calendar days) fixed in Article 3 of the Agreement. If the Owner takes beneficial occupancy of individual units pursuant to Article 51 of the General Conditions, the amount of per diem liquidated damages stipulated above shall be reduced by the sum of Twenty (\$20.00) Dollars for each such unit so occupied.

N. Payment

Progress payment will be made during the course of the work not to exceed one (1) payment per month. For procedures and amounts of payments see Article 4 of the Agreement.

O. Reservation of Rights

1. The University reserves the right to reject any or all bids, to effect any combination of bids and to waive any informality in any bids.
2. The University reserves the right to have performed the entire amount of work indicated by the Contract Documents or such part or parts of said work as he may elect.

P. Special Requirements

Pursuant to Labor Code Section 6707, the bidder shall include in his base bid all costs incident to the provision of adequate sheeting, shoring, bracing, or equivalent method for the protection of life or limb, which shall conform to applicable federal and State safety orders.

Q. Minority Contractor/Subcontractor Listing

Within ten (10) working days after contract award the prime contractor shall provide the University with the name of each minority subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work, or who will specially fabricate and install a portion of the work regardless of contract dollar value and contract tier. (See Appendix D, "Minority Contractor/Subcontractor Listing.")

1. When the prime contractor is a minority the appropriate entries must be included on Appendix D.
2. During the course of construction should subcontracts be entered into with minorities not listed on the original submittal of Appendix D an additional Appendix D must be completed and submitted to the University.
3. The term "minority contractor or subcontractor" means a firm, at least 50 percent of which is owned by minority group members, or, in case of publicly owned firms, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Blacks, American Indians, Asians, and Hispanics. Firms with the above ownership ratios of women contractors/subcontractors shall be defined as women's contractor/subcontractor firms.
4. The prime contractor shall rely upon the representation by contractors regarding their status as minority firms in lieu of independent investigations.
5. Before the substitution of any subcontractor listed in the Cost Proposal form, the contractor shall obtain the consent of The Regents as required by law.

R. Vernal Pools

The Contractor shall include in his Cost Proposal funds in the amount of Five Thousand Dollars (\$5,000), not including overhead and profit, to cover direct costs for the construction of vernal pools which shall be located on the University's Coal Oil Point Reserve, West Campus. Work shall be performed as directed by the University. If the total direct costs are more or less than Five Thousand Dollars (\$5,000) an appropriate adjustment in the contract price shall be made.

END OF INFORMATION FOR BIDDERS

COST Proposal

SECTION II

Cost Proposal

Bid Bond

Exhibit A: Questionnaire to General Contractors

Exhibit B: Affirmative Action Program

Appendix A: Goals and Timetables

Appendix B: Employee Reporting Form

Appendix C: Monthly Reporting Form

Appendix D: Minority Contractor/Subcontractor Listing

FIRM NAME Goldrich & Kest, Inc.
ADDRESS 15233 Ventura Blvd., Suite 816
Sherman Oaks, CA. 91403
TELEPHONE (818) 981-5233

C O S T P R O P O S A L

FOR

FACULTY HOUSING PROJECT

UNIVERSITY OF CALIFORNIA

SANTA BARBARA, CALIFORNIA

(One form of Cost Proposal to be filled in and submitted as the bid, the other is for the bidder's file.)

FACILITIES MANAGEMENT
UNIVERSITY OF CALIFORNIA
SANTA BARBARA, CA 93106

July 16, 1984
(Revised August 20, 1984)

COST PROPOSAL

October 5, _____, 1984

The undersigned, having the active license required by the Contractor's License Law, and having carefully read and examined the Bidding Documents for the design and construction of the Faculty Housing Project, as prepared by the University of California, Santa Barbara, Santa Barbara, CA 93106, and having examined the site of the proposed work, and being familiar with all the conditions surrounding the design and construction of the proposed project including the availability of materials and labor, hereby agrees to furnish all labor, materials, tools, transportation services and equipment necessary to complete the work described in the Bidding Documents all in accordance therewith quoted on below for the sum indicated, and hereby agrees that he will not withdraw this bid within the period specified in the Information for Bidders, or if no period be specified, within sixty (60) days after the date and time fixed for the opening of bids, and shall, if this Bid is accepted, within ten (10) days after the Agreement, Payment Bond, Performance Bond, and other required forms are presented to him for signature, execute the same, and that he shall make units available for beneficial occupancy and complete the entire work in accordance with the following schedule:

<u>Number of Units</u>	<u>Calendar days allowed for construction after recording of contract</u>
4	240
12	270
28	300
65	330
All Other Work	340

Bidder acknowledges receipt of the following addenda:

Addendum #1, Addendum #2, Addendum #3, Addendum #4, Addendum #5, Addendum #6

BASE BID

Work for the entire project

Seven Million One hundred & Eighty-Nine Thousand Dollars (\$ 7,189,269)
Two Hundred and Sixty-nine

INSURANCE PREMIUM

Premium for insurance required by Article 35(d) of the General Conditions (include cost in Base Bid):

Sixteen thousand Dollars (\$ 16,000)

BID BOND

There is herewith cash, a cashier's check, a certified check or surety bond in the sum of not less than ten percent (10%) of the base bid made payable to The Regents of the University of California and the undersigned agree(s) that in the event of his or their failure to execute the necessary agreement and furnish the required bonds within 10 days of tender, The Regents may award the work to another bidder or bidders or may call for new bids. In either event

Faculty Housing Project
Request for Proposal, Step 2
Project No. 986320

Cost Proposal
Page 2

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the undersigned shall be liable to The Regents for the difference, not to exceed 10% of the base bid, between the amount of his defaulted bid and the larger amount for which The Regents procure the work. The Regents may satisfy this obligation from the attached guarantee.

<u>List of Professional Consultants or Associates</u>	<u>License Number</u>
<u>IBI</u>	<u>C-010989</u>
<u>Ed Gripp</u>	<u>1010</u>
<u>Penfield & Smith</u>	<u>RCE 27112</u>
<u>Pacific Western Aerial Surveys</u>	<u>.</u>
<u>Pacific Materials Laboratory</u>	<u>Doral L. Neeley, RE 13,894</u>
<u>Foundation Engineers</u>	<u>CE 34170</u>
<u>Garner Land Surveying, Inc.</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

LIST OF SUBCONTRACTORS

Listed below is:

- A. the name of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of work, or who will specially fabricate and install a portion of the work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the contractor's total bid, and
- B. The portion of the work which will be done by each such subcontractor who is licensed to do that portion of the work.

If the undersigned fails to specify a licensed subcontractor or if the undersigned specifies more than one such subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the undersigned's total bid, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

Subcontracted Portion of the Work
(Base Bid)

Subcontractor

Grading & Demolition	Gradenaster
Landscape	Reliable Gardens
Masonry	Industrial Fence
Paving	Bay District Paving
Street Improvements	Alliance Concrete
Utilities	Overland Plumbing
Cabinets	Hoffman Atchley Cabinets
Finish Carpentry	Benco Building Materials
Rough Carpentry	J & C Construction
Ceilings	Jayco Enterprises
Ceramic Tile	Martin Tile
Clean-Up	Southern California Construction Co.
Concrete	Alliance Concrete
Decking	C.D. Coatings
Drapes	Cinderella Drapes
Drywall	Enterprise Drywall
Electrical	Walton Electric
Flooring	Carpet U.S.A.
Garage Doors	Rankin Overhead Doors
Glass Doors & Windows	Morrie Shade & Screen
Hardware	Midway Hardware
HVAC	Irvine West
Insulation	Schmid Insulation
Laminated Plastic Tops	Quality Countertops
Marble Tops	Century Marble
Plaster	North County Plastering
Plumbing	Liberty Plumbing
Roofing	Friedman Pacific Roofing
Sheet Metal	P & K Sheet Metal
Iron & Steel	Cal State Steel

NOTE: ~~GOLDRICH & KEST, INC. RESERVES THE RIGHT TO USE ANY OR NONE OF THE ABOVE LISTED SUBCONTRACTORS.~~ *RF*

REPRESENTATION

The Bidder represents that he (x) has, () has not participated in a previous contract or subcontract subject to the nondiscriminatory practices clause, Article 50 of the General Conditions of the Contract.

The Bidder hereby certifies that he will not willfully discriminate against, nor shall he permit any person employed or seeking employment on the project to be discriminated against, because of race, color, religion, sex, age, ancestry, national origin, local custom, or habit.

The Bidder further represents that all applicants for employment and all employees on the project will be treated equally in: recruitment advertising, recruitment, hiring, upgrading, transfer, demotion, layoff, and termination, and in selection for training, including apprenticeship, testing, rates of pay, and other forms of compensation, overtime, and shift assignments.

The Bidder further represents that managerial personnel in his organization who are authorized to hire, supervise, promote, and discharge employees, or to recommend or substantially participate in such actions, are aware of and will adhere to the requirements of the Affirmative Action Program.

TYPE OF ORGANIZATION

Corporation
(Corporation, Co-partnership, individual, etc.)

NAME OF PRESIDENT OF CORPORATION

Jona Goldrich

NAME OF SECRETARY OF CORPORATION

Warren Breslow

Corporation is organized under the laws of the State of California.

Firm Goldrich & Kest, Inc.

By *Robert Hirsch*

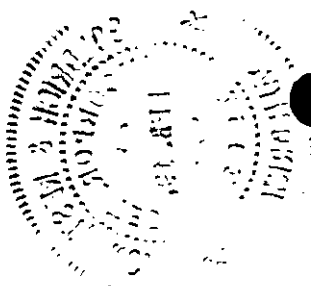
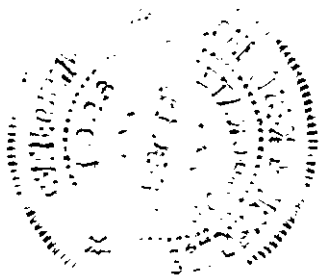
(Signature must be affixed here)
Robert Hirsch

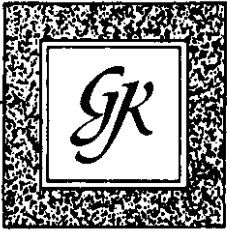
Title of Office Assistant Secretary

Legal Address 5150 Overland Avenue

Culver City, CA. 90230

Contractor's License No. _____
& Classification B 236661





Goldrich & Kest

5150 Overland Avenue • Culver City, California 90230 • (213) 204-2050

October 5, 1984

University of California at Santa Barbara
Faculty Housing Project

RE: 65-Unit Bid Breakdown Costs

1. Permits	\$ 30,000	
2. General requirements	150,000	
3. Site costs (both onsite & offsite)	1,288,560	
4. Direct construction costs, including solar	4,692,684	
Subtotal Direct Construction Costs		\$6,161,244
5. General overhead @ 2%		123,225
6. Development management, profit and risk @ 8%		492,900
7. Professional fees for A & E, etc.		170,000
8. Interest and carry on pre-development expenditures and supplementing draws, as required		50,000
9. Organizational and legal costs		35,000
10. Bond premium (12 months)		37,750
11. Insurance		19,150
12. Contingency and/or reserve for project upgrades*		100,000
TOTAL PROJECT COSTS		\$7,189,269

* If the contingency is not required to be used, this total, or any unused portion thereof, will be allocated to University directed project upgrades, or credited to the University against this BID TOTAL COST.





POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 4453

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

-----ARTHUR POLAN, Beverly Hills, California-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 15th day of April, 19 82.

State of Washington }
County of King } ss.


P. A. Stephens Asst. Vice President

On the 15th day of April, 19 82, before me personally came P. A. Stephens, to me known, who being duly sworn, did depose and say that he/she resides in Seattle, Washington, that he/she is a n Asst. Vice President of **SAFECO**

INSURANCE COMPANY OF AMERICA, the Corporation described in and which executed the above instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

(SEAL)


My commission expires July 19, 1983

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**:

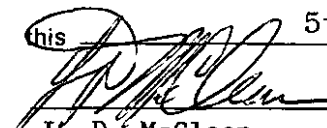
"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business.

"The power of appointment granted in this paragraph to the officers enumerated may be exercised by each of them severally, regardless of the availability or unavailability of the other officers enumerated. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile.

"On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

I, L.D. McClean Asst. Sec of **SAFECO INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing is a true and correct copy of Article V, Section 13 of the By-Laws of said corporation and of a power of attorney executed pursuant thereto and that both said By-Laws and said power of attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this  5th day of October, 19 84.
L. D. McClean

Staple

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On Oct. 4, 1984 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me (or proved to me on the basis of satisfactory evidence) to be the _____ President, and WARREN BRESLOW, known to me (or proved to me on the basis of satisfactory evidence) to be _____ Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Ack Corporation

Signature Peggy L. Amenta

Staple



WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP



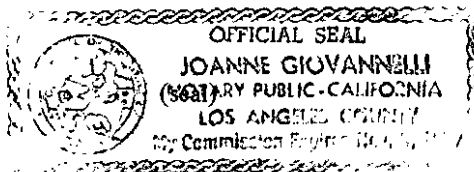
WTC 063

ACKNOWLEDGMENT BY SURETY

STATE OF CALIFORNIA
County of Los Angeles } ss.

On this 5th day of October, 1984, before me, Joanne Giovannelli, a notary public in and for the State of California with principal office in the County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared Arthur Polan, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the SAFECO INSURANCE COMPANY OF AMERICA, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Joanne Giovannelli
Notary Public

S-1157 5/70

BID BOND
(To Accompany Bid)

KNOW ALL MEN BY THESE PRESENTS:

That we, **GOLDRICH & KEST, INC.**

as Principal and **SAFECO INSURANCE COMPANY OF AMERICA**

as Surety, are held and firmly bound unto **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, hereinafter called **THE REGENTS**, in the penal sum of SEVEN HUNDRED TWENTY-TWO THOUSAND, THREE HUNDRED AND NO/100--

----- Dollars (\$ 722,300.00)
for the payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted a bid for

FACULTY HOUSING PROJECT
NO. 986320

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified after the time fixed for the opening of bids, or if no period be specified, within sixty (60) days after the time fixed for said opening, and if awarded the Contract, the aforesaid Principal, within ten (10) days after the prescribed forms are presented for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, or in the event of the withdrawal of said bid within the period specified, or sixty (60) days, if no period be specified, or the failure to enter into such contract and give such bonds within ten (10) days after the prescribed forms are presented, if the Principal shall pay to THE REGENTS the difference, not to exceed the penalty hereof, between the amount specified in said bid and such larger amount for which THE REGENTS may procure the required work covered by said bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS and judgment is recovered, the Surety shall pay all costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 5th day of October, 1984

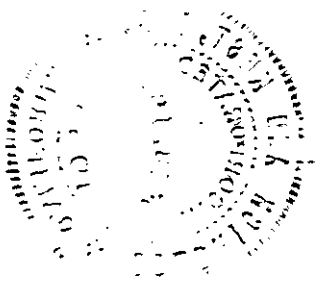
Correspondence or claims relating to this bond should be sent to the surety (agent) at the following address:
c/o Arthur Polan; MDM Assoc.
5730 Uplander Way; P.O. Box
Culver City, CA 90230 3750

GOLDRICH & KEST, INC.
Name of Contractor (Firm) (Seal)

By [Signature]
Contractor

SAFECO INSURANCE COMPANY OF AMERICA
Name of Surety (Firm) (Seal)

By [Signature]
Arthur Polan Attorney-in-fact
(Power of Attorney attached)



AFFIRMATIVE ACTION

QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?

Yes () No (X)

2. If the answer to No. 1 is "Yes," please forward a copy of the rules of each bid depository you used with this questionnaire.

3. Did you have any source of subcontractors' bid other than bid depositories?

Yes () No (X)

4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

Yes () No (X)

5. If the answer to No. 4 is "Yes," please explain the following details, using additional paper if necessary:

(a) Date:

(b) Name of person or group:

(c) Job involved (if applicable):

(d) Nature of the threats:

(e) Additional Comments:

are members, instructing the body to include an effective affirmative action clause in new or renegotiated collective bargaining contracts. Copies of this resolution will be furnished to the University's compliance officers, and, in the case of subcontractors, to the General Contractor.

6. The Contractor and his affected subcontractors will hold pre-job conferences with the building trades representatives in the area at which the affirmative action program will be discussed. Details of the agenda and discussion proposals will be supplied to the University's compliance officer and if so requested, to the Federal agency funding the project.
7. Within the scope of all labor agreements, if the hiring halls are unable to fill a job request within the prescribed time, we will request the local minority community, Human Rights Commission, or similar body to advise us of the name of minority group organizations which would have qualified individuals to fill the job vacancies.
8. The prime contractor and all affected subcontractors agree to use every effort to achieve compliance with the goals and timetables set forth in the Bid Conditions (attached Appendix A).
9. On a form supplied by the University, copy of which is attached hereto (Appendix B), which will be available of the job site, the prime contractor and each affected subcontractor will submit written answers to the following:
 - a. How many employees do you presently have, by job, craft, and category?
 - b. How many minority group persons do you have in each category in each job and craft?
 - c. Do you foresee the need for additional help?
 - d. If the answer to c. is "yes," indicate the number of additional employees in each category and craft which will be needed. How many minorities? The answer to this question is to be considered a bona fide goal and not an absolute commitment. Target dates for the hiring of these employees shall also be included.
 - e. If the answer to c. is "no," please explain in detail how the University's Affirmative Action Program is to be implemented.

By following the recommendations within this Program guideline, as well as relying on our years of experience in meeting similar Affirmative Action Program goals for previous construction projects.

See Exhibit E

10. Affirmative action meetings designed to consider the actual progress toward fulfilling the affirmative action commitments of the prime contractor and the affected subcontractors and the proposal steps to be taken in the future will be scheduled at such times as the University deems appropriate; no such meeting will be scheduled without prior notice of at least one week.
11. Whether or not any such meeting is scheduled, the prime contractor and each of the affected subcontractors performing any work on the project during the period shall supply monthly statistical reports showing the trade, total number of employees, and total man-hours worked and the total number of minority persons employed and the man-hours for each, the total number of employees in each classification in the trade and the minority employment by classification, ethnicity, and race (see the attached sample, Appendix C).
12. Within the scope of all labor bargaining agreements, the involved contractors and subcontractors will use as many minority youths, apprentices, summer and part-time employees and trainees as work needs dictate. This shall also include a bona fide attempt to employ the maximum number of apprentices as governed by our collective bargaining agreements.
13. Within the expected personnel needs as set forth in Item 8 of this program the general contractor and affected subcontractors, in assisting minorities in their efforts to find employment and upgrading positions, will recruit through schools and colleges having substantial minority students, encourage present minority and other employees to refer minority applicants, actively support labor management committees and other programs designed to recruit and train minorities, and make known to all recruitment sources, not restricted to unions, that minority employees and applicants will be sought for positions at all levels, including supervisory, technical, office, shop, and field trades.
14. Upon request, the Contractor and each affected subcontractor will make itself available for counseling individuals and groups in the minority sector who wish aid and assistance in writing contracts, preparing bids, securing bonds, and will generally encourage minorities to bid for and get subcontracting work.
15. The prime contractor and affected subcontractors will encourage, by the above and other acts, the maximum participation in employment of minority groups in this project as individuals and as subcontractors. It shall be the obligation of the prime contractor to check on and be responsible for the full participation of itself and all affected subcontractors in implementing the full intent of the University's Affirmative Action Program.
16. We will seek out minority group subcontractors to bid on items not as yet contracted for, including the following items:

- a. Installation of temporary electrical power.
- b. Painting of street barricades.
- c. Job debris removal.
- d. Clean up (janitorial).

- e. Any other items that become apparent as the job develops.

Contractor Goldrich & Kest, Inc.

By *Robert Hirsch*
Robert Hirsch, Assistant Secretary

Date October 5, 1984

GOALS AND TIMETABLES

Journeyman

Asbestos and Insulation Workers	22.2%
Boilermakers	15.8
Brick and Stone Masons	28.2
Cabinet Makers	33.8
Carpenters	20.9
Carpet Layers and Linoleum Installers	23.4
Cement and Concrete Finishers	46.2
Electricians	18.4
Floor Layers	31.1
Glaziers	15.6
Millwrights	12.5
Operating Engineers	24.8
Painters	25.7
Plasterers	32.3
Plumbers and Pipefitters	20.0
Roofers and Slaters	27.5
Sheetmetal Workers	20.0
Structural Metal Workers (Structural Steel and Ornamental Iron Workers)	12.1
Tile Setters (Marble, Tile, and Terrazzo Workers)	28.6
All Other Crafts	23.0

Laborers

47.8%

Pre-Apprentices, Apprentices, Helpers, and Journeyman-Trainees

23.7%

EMPLOYEE REPORTING FORM (to accompany bid)

This is to certify that Goldrich & Kest, Inc.

(name of contractor of subcontractor)

during the sixty (60) days next preceding the date hereof or the date of submission of ~~my~~our bid (whichever is later) ~~I/we was/were~~ ~~XXXX~~ operating within the State of California. During this period ~~I/we was/were~~ engaged in the trades and employed the number and categories of persons for the hours listed below:

Trade or Craft Category	Total No. Employees		Total No. Minority Employees		Total Manhours		Total Minority Manhours	
	M	F	M	F	M	F	M	F
Office, Payroll, Purchasing Agents, etc	16	21	3	6	5040	6615	945	1890
Field Superintendent	4	-	-	-	1260	-	-	-

CATEGORY: J = Journeyman; JT = Journeyman-Trainee; H = Helper;
 A = Apprentices; PA = Pre-Apprentice; M = Male; F = Female.

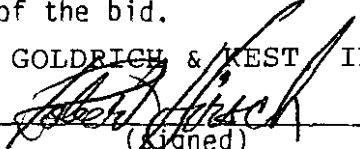
- a. Do ~~we~~ we see the need for additional help? No
- b. If answer to a. is "yes," indicate number of additional employees in each category and craft which will be needed. How many minorities? The

answer to this question is to be considered a bona fide goal and not an absolute commitment. Target dates for the hiring of these employees shall also be included.

c. If the answer to a. is "no," please explain in detail how the University's Affirmative Action Program is to be implemented.

By following the recommendations within this Program Guideline, as well as relying on our years of experience in meeting similar Affirmative Action Program goals for previous construction projects. See Exhibit E.

This form is to be completed and filed by each Contractor (bidder) and his listed subcontractors, accompanying submission of the bid.

GOLDRICH & WEST INC.

(Signed)
By: Robert Hirsch, Ass't. Secretary
October 5, 1984
(date)

UNIVERSITY OF CALIFORNIA AFFIRMATIVE ACTION PROGRAM--CONSTRUCTION

CRAFT _____

FROM: _____

PRIME CONTRACTOR

If Subcontractor - what is the name of Prime Contractor: _____

SUBCONTRACTOR

Project Title & Number: _____

REPORT MONTH _____

PERCENT OF WORK COMPLETED _____

These reports are due on the 10th of each month for the previous month. Use separate form for each craft.

Category		Adminis. & Supervisor	Journeyman	Journeyman Trainee	Helper	Apprentice	Pre Apprentice	TOTAL
BLACK No. of Employees	M							
	F							
No. of Manhours	M							
	F							
SPANISH-AMERICAN No. of Employees	M							
	F							
No. of Manhours	M							
	F							
ORIENTAL No. of Employees	M							
	F							
No. of Manhours	M							
	F							
AMERICAN INDIAN No. of Employees	M							
	F							
No. of Manhours	M							
	F							
OTHER No. of Employees	M							
	F							
No. of Manhours	M							
	F							
WHITE No. of Employees	M							
	F							
No. of Manhours	M							
	F							
TOTAL No. of Employees	M							
	F							
No. of Manhours	M							
	F							

% of People on this project from minority groups: _____

% of man hours on this project performed by minorities: _____

% of people on total company payroll from minority groups: _____

Supervision shall include Company personnel, not foremen for Union Hall referral:

Details of any new apprentices hired, upgradings, promotions, or AFFIRMATIVE ACTION TAKEN: _____

MINORITY CONTRACTOR/SUBCONTRACTOR LISTING

Regents – Exhibit D

CAMPUS: _____

PROJECT NAME: _____

NBR: _____

(Check)

(Check)

(1)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

Name & Address of Minority Contractor/Subcontractor	Type of Ownership	Minority Designation	Date of Contract Award	Contract Amount	Trade or Business	FUNDING SOURCE		CONTRACTING DATA					
						Fed	Non Fed.	Comp. Bid	Joint Ven.	Negotiated	Prime	Sub	

NOTES: (1) SP - Sole Proprietor; P - Partnership; C - Corporation
 (2) BLK - Black, H - Hispanic, A - Asian; I - American Indian; MW - Minority Women; WW - White Women
 (3) Electrical, Plumbing, Landscape, Structural Steel, etc.

EXHIBIT E

The following goals and timetables based upon the availability of minority group persons as determined by the 1970 U.S. Census for the State of California shall be applicable:

Journeyman

Asbestos and Insulation Workers	22.2%
Boilermakers	15.8
Brick and Stone Masons	28.2
Cabinet Makers	33.8
Carpenters	20.9
Carpet Layers and Linoleum Installers	23.4
Cement and Concrete Finishers	46.2
Electricians	18.4
Floor Layers	31.1
Glaziers	15.6
Millwrights	12.5
Operating Engineers	24.8
Painters	25.7
Plasterers	32.3
Plumbers and Pipefitters	20.0
Roofers and Slaters	27.5
Sheetmetal Workers	20.0
Structural Metal Workers	12.1
(Structural Steel and Ornamental Iron Workers)	

Tile Setters	28.6
(Marble, Tile, and Terrazzo Workers)	
All Other Crafts	23.0

Laborers

47.8%

and the following goals and timetables based upon population parity of minority group persons within the working age group 16-64 as determined by the 1970 U.S. Census for the State of California shall be applicable to all pre-apprentices, apprentices, helpers, and journeyman trainees:

23.7%

(2) Commitments to Recruit, Employ, and Upgrade

The contractor shall agree and shall require each listed subcontractor to agree to:

- (a) Utilize sources known to be able to provide minority applicants and identify those sources. Dodge "Green Sheet"; CHFA; Caltrans; Internal Lists as attached.
- (b) Encourage present employees to refer minority group applicants, and describe the methods to be used. Utilize flyers as attached.
- (c) Recruit and screen applicants and set up interviews in areas of dense minority population, identify the areas, and, upon request by the University, give a schedule of interviews. Utilize CHFA and Caltrans as sources of dense minority populations of subs for referral to GK for bidding.
- (d) Seek applicants for job training, summer employment, and apprenticeship training from schools having substantial minority group enrollment, identify such schools, and, upon request by the University, give a schedule of interviews. Will follow through with affected subs.
- (e) Support programs designed to recruit and train minority group persons and briefly describe the scope of each program. Utilize CHFA and Caltrans for recruitment of minority subs. Each agency maintains lists of minority subs available.
- (f) Maintain programs for training and upgrading present employees and provide on-the-job training programs open to all employees on an equal basis, briefly describe the scope of such programs, and give the criteria used to determine when an employee is qualified for promotion. Will follow through with affected subs.

- (g) Encourage minority group persons to bid and seek such persons for work on supplementary portions of the project, including: (1) the installation of temporary electrical power, (2) trucking or hauling, (3) suppliers, (4) erection and painting of street barricades, (5) removal of job debris, (6) custodial services, and (7) security patrol.
- (h) Identify himself as an equal opportunity employer in all recruitment advertising.
- (i) Post English and Spanish equal employment posters in conspicuous places.
- (j) Maintain systematic contacts, oral and written, with human relations groups and minority group organizations which can provide minority subcontractors and referrals of minority group applicants.
- (k) Make known to all recruitment sources in writing that qualified minority group persons are being actively sought for executive, supervisory, office, and technical jobs whenever openings occur.
- (l) Use employment advertising, newspaper, radio, television, and other media that serve substantial numbers of minority group persons in the recruiting area.
- (m) Refrain from maintaining or providing segregated facilities for employees at any establishment.
- (n) Notify all eligible employees of promotions or vacancies available to ensure equal opportunity to compete for all openings, including higher skilled journeyman, foreman, and supervisory positions.
- (o) Notify any union with which he may have signed a valid collective bargaining agreement that the contractor or affected subcontractor is bound by the Program, and if any such union's policies or practices interfere with the execution of the Program, the contractor is required to notify the University.
- (p) Participate in joint apprenticeship committees; seek and sponsor minority group persons for apprenticeship training; and use as many apprentices at the jobsite as the State Standards permit.
- (q) If any union, recruitment, or referral agency is to be used, prior to such use, secure and submit to the

University a written statement signed by an official of such union or agency declaring that such union or agency: (1) does not discriminate against members of minority groups in any phase of its organization or in any aspect of its referral procedure; (2) is, in fact, able to refer to the contractor or subcontractor qualified minority group persons, and, if not, is presently establishing or operating a program designed to make such persons available. (In the latter case the statement is to be accompanied by a copy of such a program.)

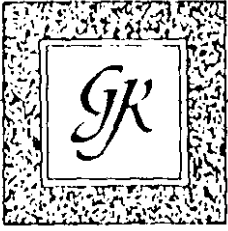
- (r) If a position is open during the performance of this contract, seek to fill the position by first upgrading qualified employees and by seeking qualified minority referrals before requesting referrals from the union hiring halls, where collective bargaining agreements permit.
- (s) For contracts or subcontracts of \$500,000 or more, designate, identify by name, and outline the authority of an affirmative action compliance officer. For G&K, Inc.: Cheryl Domiani, who has authority to carry out this plan. (Cheryl's phone number is (213) 204-2050.)
- (t) Establish in-house procedures to assure that all staff members who are authorized to hire, supervise, promote, and discharge employees or to recommend or substantially participate in such actions are informed of and will adhere to the requirements of the Program and control procedures necessary to assure that such staff members are complying with the Program. These procedures shall be described in the Affirmative Action Program submitted by the contractor. Cheryl will hold a staff meeting for all personnel affected to make them aware of these requirements. She will monitor the progress of compliance throughout the course of the job.
- (u) On request, make himself available for counseling individuals and groups in the minority section who wish aid and assistance in writing contracts, preparing bonds, and generally encourage minorities to bid for and get subcontracting work.
- (v) Make every good faith effort to achieve a minority man-hour utilization rate, as to employment and/or paid training, at the required level set forth in his Affirmative Action Program, and within the specified timetables, on all his projects in the geographical area during the term of performance on this project. (The minority man-hours of employment and paid training achieved by the contractor's employees in the trade must be substantially uniform throughout the term of performance on this project. The transfer to minority employees or trainees from contractor to

contractor or from project to project for the sole purpose of meeting the contractor's or subcontractors' goals shall be a violation of these Bid Conditions.)

- (w) In reaching the goals of minority man-hour utilization, make every good faith effort to locate and employ qualified minority journeymen-level persons.
- (x) In order that the non-working training hours of minority trainees may be counted in reaching the goal, (1) employ and compensate such trainees during the training period, (2) make a commitment to employ the trainees at the completion of their training, and (3) train them pursuant to training programs set forth in the Program with respect to the nature, extent, and duration of training offered.

Goldrich & Kest, Inc. is a general contractor providing office staff (purchasing agents, etc.) and on-site field supervision. The Appendix B will be included in all contracts with subcontractors, and it will be mandatory that they comply with the conditions of this Affirmative Action Plan, as well as filling out the Appendix B form.

Goldrich and Kest, Inc. has met conditions on many previous projects relating to Affirmative Action, including UCLA Faculty Housing, numerous apartment developments financed by the U.S. Department of HUD and CHFA. We intend to utilize our past experience in these projects to provide a pool of minority subcontractors to meet the Affirmative Action goals in this bid.



Goldrich & Kest

5150 Overland Avenue • Post Office Box 3623 • Culver City, California 90230 • (213) 204-2050

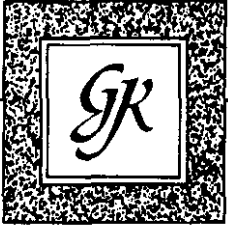
PRELIMINARY FLIER ANNOUNCING SOLICITATION OF BIDS

Work items for which subcontractors are being solicited:

IF INTERESTED, PLEASE CONTACT: Steve Erdman or Chanen Dayan.
Goldrich & Kest, Inc.
5150 Overland Avenue
Culver City, CA 90230
(213) 204-2050

Time frame within which contact should be made:

Plans may be reviewed at the above address in Culver City
Specifications may also be reviewed at the above address.



Goldrich & Kest

5150 Overland Avenue • Culver City, California 90230 • (213) 204-2050

October 5, 1984

Faculty Housing Project Review Board
Project No. 986320

RE: Option to Increase Number of 3-bedroom Units

Gentlemen:

Our Bid, attached along with drawings, identifies 15 3-bedroom units of housing along with 50 2-bedroom housing units.


You will note that the downstairs footprint and floor plan are basically identical for both the 2- and 3-bedroom units. The 2-bedroom unit can be expanded at a relatively small cost into additional 3-bedroom units offering study room; storage room; sewing room; or other uses as a spare room - as well as a bedroom.

We are willing to incorporate up to 15 additional extra bedrooms which would allow the flexibility of a greater mix totaling 30 3-bedroom units and 35 2-bedroom units - at no extra cost added to the Bid submitted herein.

Please note, as reflected in Appendix 1 of the Statistical Summary in the Outline Specifications attached, our 2-bedrooms have 2,015 gross square feet (without carport), and the 3-bedrooms have 2,200 gross square feet (without carport). Accordingly, the entire 65-unit development of 133,750 gross square feet reflects an average unit square footage of 2,058 per unit, plus the carport.

Respectfully submitted,

GOLDRICH & KEST, INC.


By: Robert Hirsch
Assistant Secretary

RH/lp
enc.

AGREEMENT

SECTION III

Agreement
Bond (Performance)
Bond (Payment)
General Conditions of the Contract

AGREEMENT

FACULTY HOUSING PROJECT

University of California, Santa Barbara
Santa Barbara, California

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Berkeley, California 94720

NAME AND ADDRESS OF OWNER'S REPRESENTATIVE:

Theodore L. Towne, Assistant Vice Chancellor
Facilities Management
University of California, Santa Barbara
Santa Barbara, California 93106

.. NAME AND ADDRESS OF THE CONTRACTOR:

Goldrich & Kest, Inc.
15233 Ventura Blvd., Suite 816
Sherman Oaks, CA 91403

TITLES OF DOCUMENTS BOUND HEREWITH:

Agreement
Bond, Performance
Bond, Payment
Technical Proposal
Cost Proposal
Affirmative Action Program
General Conditions of the Contract
Program
Performance Specifications
Schedule of Drawings

(Revised August 20, 1984).

AGREEMENT

This Agreement made this 11TH day of February, 1985
by and between Goldrich & Kest, Inc., a California Corporation,

hereinafter called Contractor, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation of the State of California, hereinafter called Owner.

RECITALS

Owner and Contractor wish to enter into an agreement pursuant to which Contractor will prepare detailed specifications and shop drawings for the Faculty Housing Project to be located on the Santa Barbara Campus of the University of California in accordance with program and performance specifications established by Owner, and after securing necessary approvals will construct the project.

NOW, THEREFORE, Owner and Contractor, for the considerations hereafter set forth, agree as follows:

1. Contract Documents

The contract documents consist of this Agreement, the Cost Proposal, the General Conditions, the Program, the Performance Specifications, and other documents and standards for design or construction quality referenced therein; the Contractor's Technical Proposal (consisting of outline specifications and schematic drawings); all addenda issued prior to the execution of this Agreement; the Shop Drawings and Detailed Specifications to be prepared by the Contractor and approved by the Owner in accordance with Paragraph 3.B. below; and all change orders to said approved Drawings and Specifications issued pursuant to Article 39 of the General Conditions. The foregoing documents collectively constitute the contract and all are as fully a part as if attached to this Agreement or repeated therein.

2. Contractor's Duties.

Contractor shall: retain an architect (hereinafter called Contractor's Architect) certified in California and warrants that said Contractor's Architect will use his best skills and judgment in preparing the final design and the shop drawings and detailed specifications in compliance with the Contract Documents; perform all construction work in the best and most sound way; furnish competent project management, coordination and superintendence of the

work; diligently provide all services, materials, and an adequate labor force; and do everything required by the Contract Documents as interpreted by Theodore L. Towne, Assistant Vice Chancellor, University of California, Santa Barbara (hereinafter called Owner's Representative) or his successor. Contractor warrants that the completed project will conform with the Program, the Performance Specifications, the Contractor's Technical Proposal, and the approved shop drawings and detailed specifications, except as the requirements of such document are later modified with the written approval of the Owner.

3. Time of Commencement and Completion of the Work

A. Contractor shall commence the work required by the Contract Documents on the date specified in a written "Notice to Proceed" by the Owner, which shall be the day following the day on which the Contract Documents are recorded in the County of Santa Barbara and shall release units for beneficial occupancy and shall fully complete all work in accordance with the following schedule:

<u>Number of Units</u>	<u>Calendar days allowed for construction after recording of contract</u>
4	240
12	270
28	300
65	330
All Other Work	340

If Contractor fails to fully complete the work within the time specified (subject to extensions of time duly granted in the manner and for the causes specified in Article 38 of the General Conditions), Contractor shall be charged by Owner as liquidated and ascertained damages the sum of twenty (\$20.00) dollars for each calendar day for each housing unit which remains unavailable for beneficial occupancy beyond the time(s) herein fixed and noted above and the additional sum of forty (\$40.00) dollars per calendar day for each day that the work remains incomplete beyond the 340 calendar days herein fixed for completion of all work, it being expressly and mutually agreed that from the nature of the case it would be impracticable and extremely difficult to fix the actual damage and inconvenience which would or will be suffered in the event that Contractor should fail fully to complete the work within the times specified, and it being further agreed that said charges of twenty (\$20.00) dollars per day per unit and forty (\$40.00) per day, herein provided for is reasonable and proper in the circumstances. The amount so charged may be deducted by Owner from any moneys which might otherwise be or become payable to Contractor. Nothing herein shall be construed as precluding Owner from the recovery of damages for causes other than delay, including but not limited to omissions or deficiencies in the work, work performed for Contractor's benefit, injury to persons or damage to property.

This provision for liquidated damages shall not be applicable if Contractor abandons the contract. In such event, Contractor shall be liable to Owner for all damages, direct or consequential, sustained by Owner by reason of such abandonment.

If Owner takes beneficial occupancy of individual apartment units pursuant to Article 51 of the General Conditions, the amount of per diem liquidated damages stipulated above shall be reduced by the sum of Twenty (\$20) Dollars for each such unit so occupied, it being agreed that such reduced liquidated damage assessment is reasonable in the circumstances because it is impracticable to fix actual damages and inconvenience attributable to less than total occupancy of the Project.

- B. Contractor shall submit within sixty (60) days after recording of the contract six (6) copies of complete shop drawings and detailed specifications which satisfy the requirements of the Bidding Documents. Before submittal for Owner review, such drawings and specifications, and any later changes thereto, shall be approved by Contractor's Architect and any governmental regulatory authority having jurisdiction. Construction shall not commence until Owner has reviewed and approved such drawings and specifications except as otherwise provided in Performance Specifications, Division 1. Such review and approval by Owner shall not constitute acceptance of any variations from the Program or Performance Specifications or Contractor's Technical Proposal, unless such variations have been specifically pointed out in writing by Contractor and have been specifically approved in writing by Owner. Nor shall such approval relieve Contractor from responsibility for errors or omissions in the submittals.
- C. Time is of the essence of this contract and of each and every part thereof, and no act of forbearance by Owner, or extension by it of the time for the performance of any of the Contract Documents, and no delay or failure on the part of Owner in the exercise of any of its rights hereunder shall constitute a waiver of or excuse for any future default on the part of Contractor or as a waiver, release, or relinquishment of any of the rights conferred upon Owner. In the event an extension of time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this contract.

4. Contract Price

Owner shall pay Contractor in current funds, the sum of Seven Million One Hundred Eighty-nine Thousand Two Hundred Sixty-nine and no/100

(\$7,189,269.00) Dollars, for the design and construction of the Project, subject to additions and deductions by change order as provided in Article 39 of the General Conditions. Payment shall be made in accordance with Article 43 of the General Conditions.

Owner may make changes in the scope of the work in accordance with Article 39 of the General Conditions, or may terminate the contract

(4) As used in this Article 5, the term "patent deficiency" means defective or non-conforming work which is apparent by reasonable inspection; the term "latent deficiency" means defective or non-conforming work which is not apparent by reasonable inspection. "Non-conforming work" includes construction which contains omissions, lack of coordination, or does not conform to specific or depicted standards of: description, performance, quality, appearance, artistic effect, operation levels or cost, maintenance levels or cost, longevity, space, energy consumption or other factor set forth in the Contract Documents as amended.

D. The acceptance of the final payment shall constitute a waiver of all claims by Contractor for all things done or furnished in connection with the work and for every act and neglect of Owner and others relating to or arising out of the work, except those timely claims or requests for modifications previously submitted in writing in accordance with Articles 6, 38, 39 and 40 of the General Conditions for which no final decision has been rendered. No payment, final or otherwise, shall operate to release Contractor or his sureties from any obligations under the Contract Documents or the Performance or Payment Bonds or shall constitute a waiver of claims by Owner for defective or non-conforming work, failure of the work to comply with the requirements of the Contract Documents, or arising from guarantees or representations required by the Contract Documents.

6. Notices

Any notice, instruction, or communication provided for in the Contract Documents may be served on Contractor by Owner or Owner's Representative by depositing the same in a United States Mail Box with proper postage thereon, addressed to the Contractor at

15233 Ventura Blvd., Suite 816, Sherman Oaks, CA 91403

, or by causing said notice to be delivered to said address.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written.

CONTRACTOR: Goldrich & Kest, Inc.

By _____

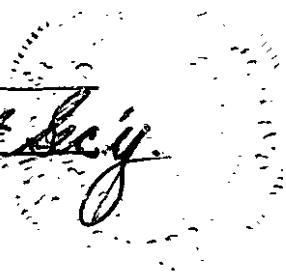
By *Robert Hirsch, ast. Sec'y.*

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By *T. L. Towne*

T. L. Towne, Assistant Vice Chancellor

By _____



Staple

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On February 11, 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Hirsch personally known to me (or proved to me on the basis of satisfactory evidence) to be the Ast. Vice-President, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____

Secretary on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Signature _____

Peggy L. Amenta
Peggy L. Amenta

Ack Corporation

Staple



WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
PEGGY L. AMENTA
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Aug. 27, 1986

WTC 063

Faculty Housing Project
Request for Proposal. Step 2
Project No. 985320
(Rev. 8/20/84)

Agreement
Page 7

for cause or convenience in accordance with Article 20 or Article 55 of the General Conditions.

5. Standard of Performance and Acceptance of Payments

- A. All work of the Contractor shall be of good quality, free of defects, fit and suitable for its intended use and in strict compliance with the Contract Documents.

The term "work" as used in this Article 5 includes: all acts to be performed, architectural and managerial services to be provided; labor to be supplied; all drawings, specifications and other documents to be prepared; all skills, services, superintendence, materials, tools, utilities, transportation, equipment, temporary construction, and other facilities required for the complete and timely performance of the contract.

- B. No work which is defective in quality or construction, or which fails to meet any requirement of the Contract Documents, will be acceptable in consequence of Owner's failure to detect or point out its deficiencies to Contractor.

- C. With respect to construction:

- (1) Neither Owner's right to inspect, the presence of inspectors, nor their general review or approval of work will relieve Contractor from responsibility for achieving the quality, scope, and progress of the work required by the Contract Documents.
- (2) Neither the rights of general supervision, direction, inspection, review, comment, or approval conferred on the Owner's Representative, nor the Owner's Representative's exercise of those rights, shall relieve Contractor from any obligations set forth in the Contract Documents, except that the Owner's Representative's written acceptance of specific portions of construction containing patent deficiencies shall be final if such deficiencies have been called to the Owner's Representative's attention in writing by Contractor before the Owner's Representative's review and approval.
- (3) Neither the Owner's written acceptance of all or any portion of the work shall relieve Contractor from his obligation to correct latent deficiencies in such work and to reimburse Owner for consequential damages resulting from such deficiencies regardless of whether such deficiencies are discovered more than one year after final acceptance of the Project.

1985-011385

1985 MAR -7 PM 2:35

UNIVERSITY OF CALIFORNIA

SANTA BARBARA

OFFICE OF ARCHITECTS AND ENGINEERS
SANTA BARBARA, CALIFORNIA 93106

PERFORMANCE BOND

37/77/55

1985

Bond No. 4996224

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California (hereinafter "The Regents") has awarded to
GOLDRICH & KEST, INC.

as principal (hereinafter "Contractor") a contract dated the 11th day of February 19 85
for work described as follows:

FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA , SANTA BARBARA
SANTA BARBARA, CA 93106

(hereinafter "the Contract") which Contract is by this reference made a part hereof.

AND WHEREAS, Contractor is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and
SAFECO INSURANCE COMPANY OF AMERICA

as Surety are held and firmly bound unto The Regents in the sum of SEVEN MILLION, ONE HUNDRED EIGHTY-
NINE THOUSAND, TWO HUNDRED SIXTY-NINE 00/100ars (\$7,189,269.00-----),
to be paid to The Regents or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs,
executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Contractor, its heirs, executors, administrators, successors or assigns shall promptly and faithfully perform the covenants, conditions and agreements of the Contract during the original term and any extensions thereof as may be granted by The Regents, with or without notice to the Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions and agreements of any alterations of the Contract made as therein provided, notice of which alterations to the Surety being hereby waived, on the Contractor's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless The Regents as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No change or alteration or modification of the Contract, or of the work required thereunder, shall release or exonerate any Surety or Sureties on this bond.

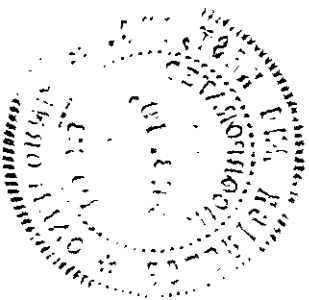
No right of action shall accrue on this bond to or for the use of any person or corporation other than The Regents or its successors or assigns.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 11th day of February, 1985

Correspondence or claims relating to this bond should be sent to the surety (agent) at the following address:
8250 Woodman Ave.
Panorama City, CA 91409

GOLDRICH & KEST, INC.
Name of Contractor (Firm) (Seal)
By [Signature]
Contractor

SAFECO INSURANCE COMPANY OF AMERICA
Name of Surety (Firm) (Seal)
By [Signature]
Gary W. Kolar Attorney-in-fact
(Power of Attorney attached)



Staple

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.



WTC WORLD TITLE COMPANY

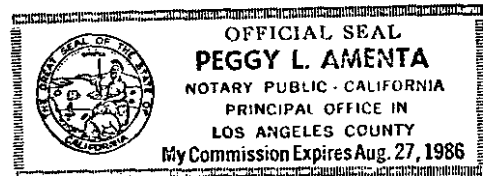
Ack Corporation

On February 11, 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ President, and Warren Breslow personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____

Secretary on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Signature Peggy L. Amenta
Peggy L. Amenta

FOR NOTARY SEAL OR STAMP



Staple

WTC 063

ACKNOWLEDGMENT BY SURETY

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 11th day of February, 1985, before me, Joanne Giovannelli, a notary public in and for the State of California with principal office in the County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared Gary W. Kolar, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____

SAFECO INSURANCE COMPANY OF AMERICA, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Joanne Giovannelli
Notary Public

S-1157 5/70



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 6975

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

-----GARY W. KOLAR-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 1st day of August, 1984

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
SAFECO INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11th day of February, 1985

END OF DOCUMENT

1985-011384

1985 MAR -7 PM 2:34

UNIVERSITY OF CALIFORNIA
SANTA BARBARA
OFFICE OF ARCHITECTS AND ENGINEERS
SANTA BARBARA, CALIFORNIA 93106

PAYMENT BOND

J/07/85

Incl. in Perf.
Bond No. 4996224

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California has awarded to
GOLDRICH & KEST, INC.

as principal (hereinafter "Contractor"), a contract dated the 11th day of February, 19 85
for the work described as follows:

FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA, SANTA BARBARA
SANTA BARBARA, CA 93106

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, or materialmen, and other persons as provided by law;

NOW, THEREFORE, We, the undersigned Contractor and
SAFECO INSURANCE COMPANY OF AMERICA

as Surety, are held and firmly bound unto The Regents of the University of California in the sum of THREE MILLION
FIVE HUNDRED NINETY-FOUR THOUSAND, SIX HUNDRED THIRTY-FOUR & 50/100 dollars (\$ 3,594,634.50);

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Act with respect to work or labor performed by any such claimant, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 11th day of February, 19 85.

Correspondence or claims relating to this bond should be sent to the surety (agent) at the following address:
8250 Woodman Ave.
Panorama City, CA 91409

GOLDRICH & KEST, INC.
Name of Contractor (Firm) (Seal)

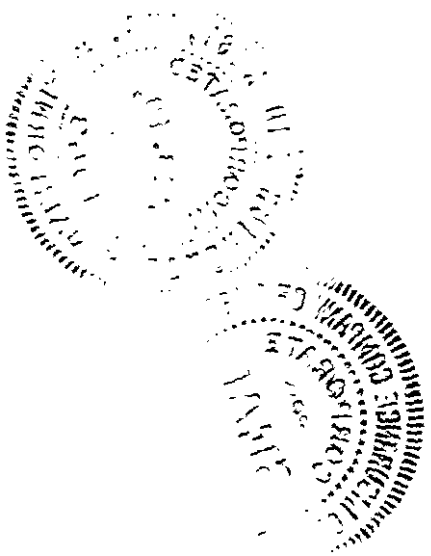
By [Signature]
Contractor

Title

SAFECO INSURANCE COMPANY OF AMERICA
Name of Surety (Firm) (Seal)

By [Signature]
Gary W. Kolar Attorney-in-fact
(Power of Attorney attached)

NOTE: Notary acknowledgment for Contractor and Surety and Surety's Power of Attorney must be attached.



Staple

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On February 11, 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ President, and Warren Breslow personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ Secretary on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Signature

Peggy L. Amenta
Peggy L. Amenta

Ack Corporation

Staple

WTC 063



WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL
PEGGY L. AMENTA
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Aug. 27, 1986

ACKNOWLEDGMENT BY SURETY

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 11th day of February, 1985, before me, Joanne Giovannelli, a notary public in and for the State of California with principal office in the County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared Gary W. Kolar, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the SAFECO INSURANCE COMPANY OF AMERICA, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Joanne Giovannelli
Notary Public

S-1157 5/70



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 6975

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

-----GARY W. KOLAR-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind SAFECO INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 1st day of August, 19 84.

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
SAFECO INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of SAFECO INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11th day of February, 19 85.

END OF DOCUMENT

UNIVERSITY OF CALIFORNIA
 SANTA BARBARA
 OFFICE OF ARCHITECTS AND ENGINEERS
 SANTA BARBARA, CALIFORNIA 93106

SANTA BARBARA, CALIFORNIA..... March 6, 1985.....

.....The Regents of the University of California, Santa Barbara.....

To County Recorder of Santa Barbara County, Dr.

FEE PAYABLE IN ADVANCE

Howard C. Menzel, County Clerk - Recorder,

Agreement, Bonds, General Conditions of the Contract, Specifications		CONTRACT DOCUMENTS	
and Drawings for the Construction of Faculty Housing, Goldrich & Kest,		FILE NO.	85-11385
Inc., Contractor, University of California, Santa Barbara.		DATE	MAR - 7 1985
Bond (Performance)	Record No. 85-11383	HOUR	
Bond (Payment)	Record No. 85-11384		

GENERAL
CONDITIONS

THE GENERAL CONDITIONS
OF THE
CONTRACT

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SECTION I:

GENERAL PROVISIONS

Article 1. Laws Concerning University of California a Part Hereof

This Contract is made and entered into under and subject to all provisions of the Constitution and laws of the State of California governing, controlling, or affecting the Owner, or the University of California, or the property or funds of the Owner, or the operations or powers of either the Owner of the University of California, and the Contractor shall perform his agreements and undertakings entered into by virtue of the terms of this Contract in accordance with and subject to all provisions of the Constitution and laws of the State of California, it being specifically understood and agreed that the same, and all of the same, are hereby referred to and made a part of this Contract.

Article 2. Principles and Definitions

- (a) The Contract Documents consist of the Agreement, Performance Bond, Payment Bond, Technical Proposal, Cost Proposal, Affirmative Action Program, the General Conditions of the Contract, Program, Performance Specifications, and Schedule of Drawings. These form the Contract.
- (b) The Owner and the Contractor are those named as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

Article 3. Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

Article 4. Emergencies

In an emergency affecting the safety of life or of the structure or of adjoining property the Contractor shall take all necessary and proper steps to prevent any threatened loss or injury. If practicable the Contractor shall communicate with the Owner and shall be guided by the directions and advice of said Owner, as the case may be, but if the character of the emergency is such as to require action with such short limits of time or under circumstances rendering that impracticable, then the Contractor shall act independently and upon his own responsibility,

subject to the direction and control of the Owner as soon as it may become practicable to obtain the same.

Article 5. The Owner's Status

The Owner has authority to stop the work whenever such stoppage may, in his opinion, be necessary to insure the proper execution of the Contract.

Article 6. The Owner's Decision

- (a) The Owner shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Owner and the Contractor. Should the Contractor discover any conflicts, omissions, or errors in the Drawings or Specifications, or have any question about the interpretation or clarification of the Contract Documents, or if it appears that work required is not sufficiently detailed or explained, then, before proceeding with the work affected the Contractor shall notify the Owner in writing and request interpretation, clarification or furnishing of additional detailed instructions. Such questions shall be responded to with reasonable promptness by the Owner. Should the Contractor proceed with work affected before receipt of a response from the Owner, any work which is not in accordance with the Owner's interpretation or instructions shall be removed or replaced and the Contractor shall be responsible for any resultant damage, defect or added cost.
- (b) If the Contractor disagrees with an interpretation, clarification or instruction of the Owner, or that work is within the scope of Contract Documents, the Contractor shall proceed diligently with the performance of such work and shall comply with any instructions of the Owner. Within thirty (30) days after receipt of an interpretation, clarification or instruction from the Owner, the Contractor may submit a claim to the Owner, in accordance with paragraph (c) of this Article 6. Failure to submit such a claim within the period specified shall constitute a waiver of any and all right to adjustment in compensation and contract time due to such work. If a timely written claim is rejected by the Owner the decision may be arbitrated, or if \$100,000 or more is in issue, litigated, in accordance with subparagraphs (c) and (d) of this Article 6 and Article 53. For any such work which is found to exceed the contract requirements by the Owner or in arbitration or litigation there shall be an adjustment in compensation and, if applicable, in contract time in accordance with Article 39.
- (c) Except as otherwise provided in the Contract Documents, any claim or dispute relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted to the Owner for decision. The claim or dispute shall be so identified, submitted in writing with adequate supporting data, and shall include a demand for the Architect's decision. "Claim" means a request for:

compensation or damages;

a determination that described performance is required, adequate or unacceptable; or,

adjustment of contract time

provided the subject matter is not excluded in paragraph (e) of this Article 6.

"Dispute" means a disagreement with the other party to the contract or the Owner about the requirements of the Contract Documents, a breach of contract, or the performance of the contract by the Owner or the Contractor. An issue may or may not be both a claim and dispute. A claim or dispute may be asserted by either the Contractor or the Owner. "Adequate supporting data" means a statement of the reasons for the asserted entitlement, interpretation, determination of performance, or time adjustment sought, and shall include, if applicable, an itemized breakdown of the compensation, time extension or other relief requested. A copy of the request for decision and supporting data shall be mailed to the other party to this Contract.

The right to obtain a ruling from the Owner on a claim or dispute and any right to arbitrate or litigate shall be deemed waived unless the matter is submitted to the Architect promptly but in no event later than thirty days after the date on which the claim or dispute arises.

The Owner's decision shall be rendered within the time stipulated in paragraph (d) of this Article 6 and such a decision may be arbitrated or litigated as hereafter provided.

The Owner shall render a decision on the claim or dispute in writing and mail or furnish a copy of it to the Owner and the Contractor. The decision of the Owner shall be final and conclusive, unless within 30 days from the date on which the decision was received, or the additional seven day period provided in Article 53(e), a party to this contract gives, mails or otherwise furnishes a written demand for arbitration of the claim or dispute or intention to litigate it in accordance with the procedures set forth in Article 53.

The Owner's decision on a claim or dispute shall include a paragraph substantially as follows:

"This is a final decision of the Owner on your claim [or dispute]. This decision may be arbitrated. If you decide to arbitrate this decision, you must mail or otherwise furnish two copies of a written demand for arbitration to the

American Arbitration Association (AAA) [address] within thirty (30) days from the date on which you received this letter.

A copy of your demand shall be furnished to me and to the other party to the construction contract. The demand should reference or attach a copy of this decision, identify this contract by title, attach a copy of Articles 6 and 53, state the amount involved, if any, and the remedy sought. The appropriate filing fee should also be included in the submittal to the AAA. If the request which resulted in this decision sought compensation of \$100,000 or more, you may bring an action in the Superior Court of the State of California in lieu of arbitrating.

If you decide to litigate, you must mail or otherwise furnish a written notice of your intention to sue to me and to the other party to the construction contract within thirty (30) days from the date you received this decision. Your notice should reference this decision and identify the Contract by title."

Any litigation shall be filed in the Superior Court of the State of California for the County in which the contract was to be performed.

- (d) The Owner shall issue a written decision on a claim or dispute not exceeding \$50,000, or for an adjustment in contract terms, within sixty days after receipt of the claim or dispute. The decision on a claim or dispute exceeding \$50,000 shall be issued within ninety days after receipt of the claim or dispute.

If a decision is not issued on a claim or dispute for \$50,000 or less, or for an adjustment of contract terms, within the sixty day period stipulated, or on a claim or dispute exceeding \$50,000 within ninety days after the Owner's receipt of the claim or dispute, the claim or dispute shall be deemed to have been denied and the Contractor or Owner shall have an immediate right thereafter, exercisable for a period of thirty days, to demand arbitration or give notice of intention to litigate the claim or dispute. The failure to demand arbitration or give notice of the intention to litigate within the thirty day period will result in the denial of the claim or dispute becoming final and conclusive except as provided in Article 53(e).

- (e) The procedures and remedies provided in the Article 6 and in Article 53 do not apply to:

- (1) any claim for or dispute about penalties or forfeitures prescribed by Articles 36, 37, 50 or 54 or by statute or

regulation which another State, Federal or local agency is specifically authorized to administer, settle or determine;

- (2) any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;
- (3) any claim by Owner related to:
 - a latent defect,
 - a breach of warranty of a product, system, item of equipment or all or part of the project or
 - the Contractor's guarantee to repair which is asserted after acceptance of the Project.
- (4) any claim dispute relating to stop notices or the procedures authorized by Article 45.
- (5) any claim or dispute related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.
- (6) any claim or dispute related to the Owner's termination of the Contract for default or because of an act of God.

- (f) Pending a decision by the Owner the Contractor shall proceed diligently with the performance of the contract and in accordance with the Owner's instructions unless the parties to the contract otherwise agree in writing.

Article 7. Superintendent, Supervision

- (a) The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistant, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
- (b) The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner any error, inconsistency or omission which he may discover.

Article 8. Separate Contracts

- (a) The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work and theirs.
- (b) If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to defects which may develop in the other contractor's work after the execution of his work and which could not have been discovered or readily anticipated by or as the result of inspection.
- (c) To insure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the drawings.

SECTION II:
OBLIGATIONS OF CONTRACTOR

Article 9. Subcontracts

- (a) The Contractor shall not enter into any contract with any subcontractor for the performance of any part of the work called for hereunder, without the approval of the Owner first obtained in writing. In the event the Owner shall be unwilling to approve any subcontractor named by the Contractor in his proposal and bid, the Contractor shall, upon notification thereof by the Owner, engage in his place a subcontractor satisfactory to the Owner. Nothing herein shall be deemed to entitle the Contractor, without the approval of the Owner, to substitute other subcontractors for those named in the Contractor's proposal and bid, and, except with such approval, no such substitutions shall be made.
- (b) The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (c) Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

Article 10. Examination of Site

The Contractor shall be held to have examined the building site and to have compared it with the drawings and specifications, to have carefully examined all of the Contract Documents and to have satisfied himself as to the conditions under which the work is to be performed before entering into this Contract, and no allowance shall subsequently be made on behalf of the Contractor on account of an error on his part or his negligence or failure to acquaint himself with the conditions of the site or of the streets or roads approaching the same.

Article 11. Mutual Responsibility of Contractors

Should the Contractor cause damage to any Contractor or subcontractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor or subcontractor by agreement, if he will so settle. If such Contractor or subcontractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at his own expense and, if any judgment against the Owner arise therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

Article 12. Cash Allowances

The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed.

Article 13. Cleaning Up

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work, or the employees or work of any subcontractor or subcontractors, and at the completion of the work he shall remove all rubbish from and about the building and all his and his subcontractors' tools, scaffolding, and surplus materials and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between the Contractor and other contractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, etc., or in case the same not be promptly removed as herein required the owner may remove the rubbish, etc., and charge the cost to the several contractors as the Owner shall determine to be just.

Article 14. Cutting, Patching and Digging

- (a) The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall do all that is necessary to accomplish the joining of said several parts in a neat and workmanlike manner to the satisfaction of the Owner.
- (b) The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other contractor save with the consent of the Owner.

SECTION III:

LIABILITY OF CONTRACTOR ON PREMISES

Article 15. Use of Premises

- (a) The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with his materials.
- (b) The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- (c) The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires and smoking. No advertising signs or name labels of any description shall be placed on or near the premises without the Owner's written consent thereto.

Article 16. Safeguards, etc.

The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or hurt to any person or property and shall alone be responsible for the same if such occur.

Article 17. Protection of Work and Property

The Contractor shall continuously maintain adequate protection of all his work and materials from damage, destruction, or loss, and shall protect the Owner's property from injury arising in connection with this Contract. He shall make good any such damage, destruction, loss or injury. He shall adequately protect adjacent property as provided by law and the Contractor Documents.

Article 18. Assumption of Risk

- (a) The Contractor shall, and he does, hereby assume the responsibility for damage to his work and materials resulting from all risks of physical loss or damage, including but not limited to fire and associated perils, vandalism and malicious mischief, earthquake, and flood if the location of the work has been delineated in a flood hazard boundary map issued by the Department of Housing and Urban Development, and/or other causes, prior to the completion and acceptance of his work, and shall, at his own cost and expense, repair and/or replace any work or materials damaged or

destroyed, except that the Contractor shall not be required, at his own cost and expense, to repair or restore damage to the work in excess of five (5) percent of the contracted amount caused by an act of God as defined by California Government Code Section 4151, but the Contractor shall repair and/or replace any work damaged and/or destroyed and shall obtain insurance to pay for the cost of making any such replacement or repair as provided in Article 35 of the General Conditions.

Nothing in this Article shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the work and to materials, tools and equipment used to perform the work or to relieve the Contractor of his responsibility under Article 35 of the General Conditions.

- (b) The term "materials incorporated in the work," used in Article 18(a), means the materials furnished and in permanent place.

SECTION IV:
RIGHTS OF OWNER

Article 19. Owner's Right to Do Work

Should the Contractor, at any time during the progress of the work, refuse or neglect, without fault of the Owner, or the Owner's agents or employees, to supply a sufficiency of materials or workmen to complete this Contract within the time limited herein (or any lawful extension thereof) for a period of more than three days after having been notified by the Owner in writing to supply the same, the Owner shall have the option to furnish and provide said materials and/or workmen required to finish said work, and the reasonable expenses thereof shall be charged against the Contractor by the Owner and deducted from any monies which might otherwise be or become payable to the Contractor.

Article 20. Termination for Default

(a) Grounds

If the Contractor violates any material provisions of the Contract, or if he should make an assignment for the benefit of creditors, file a petition of bankruptcy, or if a receiver should be appointed on account of his insolvency, or if the Owner determines that the Contractor: has failed to supply an adequate working force, or material of proper quality or quantity, or has persistently disregarded the written instructions of the Owner or has refused or failed to prosecute the work or any separable part thereof with such diligence as will result in its completion within the time specified in the Agreement, or any extension thereof, or if the Contractor fails to complete said work within such time, then the Owner may terminate the Contractor's right to proceed with the work.

(b) Notice

If any ground for termination exists, the Owner may give written notice to the Contractor and the Contractor's sureties that, if specified defaults are not remedied within the time set forth in said notice, the Contractor's right to proceed with the work will automatically terminate.

(c) Owner's Remedies

Upon termination the Owner may (1) require the Contractor's sureties to complete the work, or (2) take over the work directly, or (3) employ another contractor to complete the work. In any event, the Owner, or his representatives, may utilize, in completing the work, such materials, tools equipment and appliances which are on the site of the work and necessary for its completion.

(d) Effect of Termination

If the Owner terminates the Contractor's right to proceed, or if the Contractor abandons the work and the work is completed by another, the Contractor shall not be entitled to receive any portion of the amount to be paid under the contract until the work is fully completed. After completion, if the unpaid balance exceeds the sum of the amount paid by the Owner in finishing the work, plus all damages sustained, including but not limited to such liquidated damages as are provided for in the Agreement, the excess not required by the Agreement to be retained shall be paid to the Contractor, but if such sum exceeds the unpaid balance the Contractor and his sureties shall be liable to the Owner for the excess.

Article 21. Correction of Work Before Final Payment

- (a) The Contractor shall promptly remove from the premises all materials condemned by the Owner as failing to conform to the Contract, whether incorporated in the work or not, and where materials and/or work have been condemned by the Owner the Contractor shall promptly replace and re-execute his work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- (b) If the Contractor does not remove such condemned work and materials within a reasonable time, after demand for such removal, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal, within five days thereafter, the Owner may upon ten days' notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including expenses of auction or sale.

Article 22. Deductions for Uncorrected Work

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted from the sum agreed to be paid the Contractor for the performance of the Contract.

Article 23. Correction of Work After Final Payment

In addition to the specific guarantees and warranties required by the Specifications, the Contractor guarantees all the work to be performed and all the materials to be furnished under this Contract against defects in materials or workmanship for a period of one (1) year from the date of final acceptance of the completed work by the Owner, and Contractor shall be responsible for damages resulting from such defects.

In the event that the Owner occupies all or a portion of the premises pursuant to Article 51, the guarantee period for that portion of the premises shall commence as of the actual date of occupancy or use. Contractor shall, within a reasonable time but in no case longer than thirty (30) days after receipt of written notice thereof, repair and/or replace any defects in materials or workmanship which may develop during said one-year period and any damage resulting from the repairing or replacing of such defects at his own expense and without cost to Owner. In the event Contractor fails to remedy any such defect within a reasonable time, which in no case shall be longer than thirty (30) days after receipt of such written notice, Owner may proceed to have such defect remedied at Contractor's expense, and Contractor shall pay the costs and charges accruing from such work and any other damages of Owner.

Nothing contained in this Article 23 shall operate to relieve Contractor from responsibility after expiration of guarantee or warranty period(s) for damages resulting from latent or patent defects, departures from the requirements of the Contract, fraud, gross mistakes amounting to fraud, or otherwise. Neither acceptance nor payment nor any provision in these documents shall be deemed to be a waiver by Owner nor to relieve Contractor of any responsibility pursuant to this Contract.

SECTION V:

PLANS, DRAWINGS AND SPECIFICATIONS

Article 24. Execution, Correlation and Intent of Documents

- (a) The drawings and the specifications are intended to be complementary so that any work exhibited in the plans and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and exhibited in the plans to the true intent and meaning of the said plans and specifications when taken together. In case of conflict or inconsistency, the Specification shall take precedence over the Drawings. Large scale and full sized drawings shall be followed in preference to small scale drawings. Figured dimensions shall be followed in preference to scaled measurements.
- (b) Titles and headings to sections and paragraphs in these Contract documents are introduced for convenience and shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility either direct or implied will be assumed by the Owner for the omissions or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in the Contract Documents.

Article 25. Detailed Drawings and Instructions

- (a) The Contractor shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom and shall have been checked and approved by the Contractor's Architect prior to submittal. The work shall be executed in conformity therewith and the Contractor shall do no work without drawings and instructions. All detailed drawings shall be approved by the Owner's Representative, prior to the execution of the work.
- (b) The Contractor shall prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various approvals will be required. Under like conditions, a schedule shall be prepared, fixing the dates for the beginning of installation of materials and for the completion of the various parts of the work. These schedules shall be approved by the Owner's Representative prior to execution of the work.

Article 26. Copies Furnished

Unless otherwise specified in the Agreement, the Owner shall furnish the Contractor, with reasonable promptness, five (5) complete sets of the drawings and specifications referred to in the Agreement in addition to the set attached to the Contractor's copy of the Contract and such other sets of the drawings and specifications as the Owner, in its sole discretion, may deem useful to the Contractor.

Article 27. Submittals

The Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any subcontractor, two (2) copies of all fabrication or setting drawings and schedules required for the work of the various trades and templates and models as required and the Owner's Representative shall pass upon them with reasonable promptness. All such drawings and schedules shall have been reviewed and approved by the Contractor's Architect prior to their submittal. The Contractor shall make any corrections required by the Owner's Representative, file with him two corrected copies and furnish such other copies as may be needed. The Owner's Representative's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from contract documents unless he has in writing called the Owner's Representative's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in submittals or schedules.

Article 28. Shop Drawings and Detailed Specifications on the Work

The Contractor shall keep one copy of all approved shop drawings and detailed specifications on the work, in good order, available to the Owner and to his representatives.

Article 29. Ownership of Drawings and Models

All drawings, specifications and copies thereof, furnished by the Contractor, are the property of the Owner. All models are the property of the Owner.

SECTION VI:
MATERIALS AND INSPECTIONS

Article 30. Samples

The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

Article 31. Materials Furnished.

- (a) All materials shall be new, and the best of their respective kinds and subject to the approval of the Owner. All work is to be performed in the best manner by skilled workmen. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Wherever the words "or equal" appear in the Specifications, they shall be interpreted as meaning "or equal in the opinion of the Owner."
- (b) Approval by Owner of a substitute proposed by Contractor for a specified method or material shall not relieve Contractor of the responsibility for full compliance with plans and specifications and for adequacy of the substituted method or material. Contractor shall also be responsible for resultant changes which the substitution requires in his work, the work of his subcontractors and of other contractors and shall effect such changes without cost to Owner.

Article 32. Inspection of Work

- (a) The Owner and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide safe and proper facilities for such access and for inspection. The inspection and written acceptance of material and workmanship, unless otherwise stated in these Specifications, shall be final except as provided in Article 23 of the General Conditions. Nothing contained in this Article 32 shall restrict the Owner's right under any warranty or guarantee.
- (b) If any law, ordinance or public authority or the Specifications or Owner's instruction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority than the Owner, of the date fixed for such inspection. If any such work should be covered up without approval or consent of the owner, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

(c) Re-examination of questioned work may be ordered by the Owner.

Article 33. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

SECTION VII:
INSURANCE, BONDS AND LIABILITY

Article 34. Guaranty Bonds

- (a) Upon the execution of this Contract the Contractor shall furnish to the Owner a bond in the amount of the contract price, guaranteeing the faithful performance of the Contract, and a bond for one-half the amount of the contract price, guaranteeing the payment of claims of mechanics, materialmen, and others, said bonds to be in substantially the forms hereto attached and with sureties approved by the Owner. The premiums upon all such bonds shall be paid by the Contractor. The Contractor shall promptly furnish such additional security as may be required by Owner from time to time to protect its interests and those of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.
- (b) The Owner will approve any surety company which, at the time of execution of this Contract is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

Article 35. Contractor's Liability and Insurance Requirements

(a) General Liability

The Owner shall not be liable or responsible for any accidents, loss, injury (including death) or damages, happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the Contractor shall fully indemnify and protect the Owner from and against the same. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Owner harmless and indemnify him from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Contractor or any of his subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in the control of the Contractor of any of

his subcontractors or anyone directly or indirectly employed by either of them or arising out of the performance of the work called for by this Contract.

(b) Public Liability Insurance Requirements

The Contractor shall, before the commencement of the work herein specified, take out, and during the life of this Contract, maintain in full force and effect comprehensive general liability insurance, including protection for automobiles owned or non-owned in an amount satisfactory to the Owner, with an insurance carrier or carriers approved by the Owner, under an insurance policy or policies satisfactory in form and substance to the Owner.

(c) Workers' Compensation Insurance Requirements

The Contractor shall also, before the commencement of the work herein specified, take out, and during the life of this Contract, maintain in full force and effect, unlimited compensation insurance with an insurance carrier or carriers approved by the Owner, under an insurance policy or policies satisfactory to the Owner in form and amount covering his full liability under the "Workers' Compensation Insurance and Safety Act" of the State of California, and any act or acts amendatory thereof or supplementary thereto, for compensation to any employee who may be injured during the course of said work, and to the dependents of any employee who may be killed during the course of said work. The Contractor shall require all intermediate and subcontractors to take out and maintain similar policies of compensation insurance. A certified copy of each insurance policy carried shall be furnished to the Owner.

(d) All Risk Insurance Requirements

The Contractor shall insure all work done and materials supplied hereunder against loss or damage resulting from all risks of physical loss or damage, including but not limited to fire and associated perils, vandalism and malicious mischief, earthquake, and flood if the location of the work has been delineated in a flood hazard boundary map issued by the Department of Housing and Urban Development, and/or other causes, and such insurance shall be carried by an insurance carrier or carriers approved by the Owner, under an insurance policy or policies satisfactory to the Owner in form and substance. All policies taken out by the Contractor insuring work done and materials supplied hereunder shall be payable to the Contractor and Owner as their interests may appear and shall specifically provide that in the case of an act of God as defined by California Government Code Section 4151, the proceeds of said policy or policies shall be payable to the Owner to indemnify the Owner for any damage to the work caused by such an

act of God, if the Owner elects to terminate the contract pursuant to Article 55. Said policy or policies shall be kept in full force and effect by the Contractor until final acceptance of the work by the Owner, and such insurance at all times during the progress of the work to be done shall be carried in an amount equal to the full insurable value of the portion of the work and building done.

The original or a certified copy of each insurance policy so carried shall be deposited with the Owner prior to any execution of the Contract. The Owner will approve any fire and/or earthquake insurance company which, at the time of execution of this Contract, is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" provided that (1) the company is licensed to do business in California, (2) its rating in Best's Financial Rating is 2A or better, and (3) its Best's General Policyholder's Rating is not less than A.

Should the work involve solely alteration work, earthquake and flood insurance is not required for the existing structure, but is required for the alteration work if such work exceeds \$500,000. Should the work involve both alteration work and new construction, earthquake and flood insurance is required on the new construction and for the alteration work if such work exceeds \$500,000, but is not required for the existing structure.

Insurance policies shall (1) include a provision that the policies are primary and do not participate with nor are excess over any other valid and collectible insurance, (2) include a waiver of subrogation against the Owner, its agents and employees, and (3) provide for deductible amounts not exceeding five percent (5%) of the insurable values of the work of Contractor for the perils of all risks of physical loss or damage, including but not limited to fire and associated perils, vandalism and malicious mischief, earthquake, and flood. In the event of an insured loss or damage the Contractor agrees to pay to the Owner upon demand an amount equal to the deductible amount.

(e) Payment of Premiums and Notice of Revocation

Premium of all insurance policies shall be paid by the Contractor and each insurance policy in this paragraph provided for shall expressly provide therein that it shall not be revoked by the insurer until thirty (30) days' written notice of the intended revocation thereof shall have first been given to the Owner by such insurer.

(f) Owner May Insure for Contractor

In case of the breach of any provision of this section, the Owner may, at the Owner's option, take out and maintain at the expense of the Contractor, such public liability and/or compensation insurance in the name of the Contractor, or subcontractor, as the Owner may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to the Contractor under this Contract.

(g) Prior to commencing any work under this Contract, the Contractor shall furnish to the Owner satisfactory evidence of compliance with all required insurance provisions. The Contractor shall furnish to the Owner Certificates of Insurance naming The Regents of the University of California as an additional insured and obligating the insurers to notify the Owner at least 30 days prior to cancellation or changes in any Insurance Policy or Policies obtained to satisfy the requirements of this Article.

(h) The word "flood" used in this Article, which is the same definition used in the National Flood Insurance Act, means, "a general and temporary condition of partial or complete inundation of normally dry land areas from (a) the overflow of streams, rivers, or other inland water, or (b) abnormally high tidal water or rising coastal waters resulting from severe storms, hurricanes or tsunamis (destructive sea wave caused by an underwater earthquake)".

SECTION VIII:

WAGES AND LABOR

Article 36. Employees and Work Day

- (a) The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.
- (b) Should the Owner deem anyone employed on the work incompetent or unfit for his duties, and so inform the Contractor, the Contractor shall dismiss such person, and he shall not again, without permission of the Owner, be employed upon the work.
- (c) The Contractor shall not permit any worker to labor more than eight hours during any one calendar day or more than forty hours (during any one calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law). The Contractor shall forfeit as a penalty to the Owner twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under him, for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the terms of this Article or in violation if the provisions of any law of the State of California. The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the Owner, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

Article 37. Wage Scale

- (a) The California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work required by this Contract to be performed is to be performed for each craft, classification or type of worker needed to execute the Contract, also the general prevailing rate for legal holiday and overtime work, and has set forth such prevailing rate of per diem wages and such general prevailing rate for legal holiday and overtime work in a rate schedule posted at the jobsite and on file at the Office of Facilities Management, Bldg. 439, University of California at Santa Barbara and at University Hall, Berkeley, California. By this reference said schedule is made a

part of this Contract as if fully set forth and the Contractor agrees and undertakes to pay not less than the said general prevailing rate of per diem wages and not less than said general prevailing rate for legal holiday and overtime work specified and set forth in said schedule to all workers employed by the Contractor in the execution of the Contract, and to require any subcontractor under him to pay not less than the said specified rates to all workers employed by such subcontractor in the execution of the Contract.

The Contractor shall forfeit as a penalty to the Owner twenty-five dollars (\$25.00), for each calendar day or portion thereof for each such worker paid less than the said specified rates for the work or craft in which such worker is employed for any work done under said Contract by the Contractor or by any subcontractor. The Contractor shall also pay to any worker who was paid less than the specified rate for the work or craft for which the worker was employed for any work done under the Contract, for each calendar day, or portion thereof, for which such worker was paid less than such specified rate, an amount equal to the difference between such specified rate and the amount which was paid to such worker.

- (b) The Contractor, and each subcontractor under it, shall keep, or cause to be kept, an accurate payroll record, showing the name, address, social security number or work classification, straight and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee paid by him or her in connection with the construction and installation work. The payroll record shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records shall be made available for inspection upon request to a representative of the Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Division of Industrial Relations.
 - (3) A certified copy of all such payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor. Any copy of records made available for inspection to the public shall

be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall be marked or obliterated.

The Contractor shall file a certified copy of the payroll records with the entity that requested such record within ten days after receipt of a written request. The Contractor shall inform the Owner of the location of such payroll records for the project including the street address, city and county, and shall, within five working days, provide a notice of change of location and address of such records. In the event of non-compliance with the requirements of this Article 37 or with Labor Code section 1776, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article 37. Should such noncompliance still be evident after such ten-day period the Contractor shall, as a penalty, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

SECTION IX:
DELAYS AND CHANGES

Article 38. Delays and Suspension of Work .

- (a) The time during which the Contractor is delayed in the work by the act or negligence of the Owner, of the Owner's employees or by the act of God, which the Contractor could not have reasonably foreseen, or by stormy and inclement weather in which men cannot be secured to work, or by strikes, boycotts, or like obstructive actions by employees or labor organizations which delay said work and which are not caused by or the continuance of which is not due to any act or conduct on the part of the Contractor, shall be added to the time for completion of the work called for by this Contract. Such extension of time on account of such delays shall not be allowed unless applied for in writing by the Contractor within three (3) calendar days of commencement of any such delay and the written approval of such extension of time is obtained from the Owner or duly authorized agent of the Owner.

It is agreed by the parties hereto that a waiver of any requirement in this Article 38 herein contained, including but not limited to time within which application and written approval thereof in connection with any or all past delays, shall not constitute a waiver by Owner of any of such requirements in connection with any present or future delays. Contractor agrees and understands that no verbal approval, either express or implied, of any grant of time extension by Owner or its agents shall be binding upon Owner unless and until such approval is expressly ratified in writing.

- (b) In the event the Contractor is delayed in the work by any of the above causes, which said delay is not caused by or the continuance of which is not due to any act or conduct on the part of the Contractor, the Contractor's remedy, if at all, shall be limited solely to an extension of time. The Contractor agrees and understands that in no event shall he be entitled to a monetary payment over and beyond that which is specified in the Contract Documents and the duly executed change orders thereto for any damages of any kind whatsoever arising by reason of such delay including but not limited to money actually expended on the job by reason of such delay for salaries, equipment and materials, loss of anticipated profits, and overhead or indirect costs.
- (c) If in the opinion of the Owner, the Contractor is not proceeding with the prosecution of the work as scheduled, and such failure to

proceed is due to the act, omission, or negligence of the Contractor, any subcontractor and/or any supplier, or the employees of any or all of the above, then the Contractor shall, immediately upon the request of the Owner, and at no additional cost to the Owner, work such overtime, additional shifts, Sunday, or holidays, as may be required to correct said delays and to insure no further delays to the completion of the work called for by this Contract.

Article 39. Changes in the Work

- (a) The Owner reserves the right, without the notice to sureties, to require alterations in, additions to, and/or omissions from the work called for by this Contract. If any changes ordered by the Owner cause an increase or decrease in the Contractor's cost or in the time required for performance of the Contract, appropriate adjustments to the contract price and/or contract time shall be made as hereinafter provided. The Contractor shall not be entitled to any compensation for extra work or any extension in the time for performance of the Contract unless orders therefor are given in writing duly executed by the Owner. Failure to agree on an adjustment of the contract price or extension of time for performance of the Contract shall not excuse the Contractor from proceeding with the prosecution of the work as changed.
- (b) Adjustments in the contract price for work covered by a change order shall be made as follows:
 - (1) Compensation for extra work shall be computed on the basis of one or more of the following:
 - a. Unit prices agreed upon by the Owner and the Contractor for the extra work or portion thereof.
 - b. A lump sum agreed upon by Owner and Contractor based on an estimated cost of the extra work, plus a fixed fee.
 - 1. Estimated cost is defined as the sum of the estimated costs of the following as applicable:
 - A. gross wages or salaries, including authorized overtime, of employees directly employed on the extra work.
 - B. the following additional payroll expenses of such employees directly employed on the extra work; premium cost of overtime labor, Social Security; old age and unemployment contribution; such fringe benefits as are required pursuant to collective bargaining agreements; and payroll taxes levied by governmental agencies.

- C. material, including sales tax thereon, entering permanently into the extra work.
 - D. rental costs of construction plant and equipment used directly in the performance of the extra work.
 - E. utilities and consumable supplies used directly in the performance of the extra work.
 - F. additional insurance required for the extra work.
 - G. additional bond costs required for the extra work.
 - H. additional costs for royalties, permits and inspection fees.
2. The fixed fee shall be a percentage of estimated cost, excluding therefrom the items in subparagraph (1)b.1.B, to be performed by the Contractor, subcontractor, or sub-subcontractor; shall constitute full compensation for all costs and expenses not above enumerated and all charges for overhead and profit, and shall not exceed the sum of the amounts computed pursuant to the following:
- A. fifteen percent (15%) of the estimated cost of that portion of the extra work to be performed by the prime Contractor.
 - B. twenty percent (20%) of the estimated cost of that portion of the work to be performed by a subcontractor.
 - C. twenty-five percent (25%) of the estimated cost of that portion of the work to be performed by a subcontractor, or any lower tier of subcontractor.
- c. If the parties are unable to agree upon the compensation for extra work under subparagraphs a. or b. above, then it shall be computed on the basis of actual cost, plus a fixed fee.
1. Actual cost is determined from job records after the completion of the extra work and shall consist of those items listed in subparagraphs (1)b.1.A through H above.

2. The fixed fee shall be a percentage of actual cost, excluding therefrom the items in subparagraph (1)b.1.B, performed by the Contractor, subcontractor, or sub-subcontractor, shall constitute full compensation for all costs and expenses not above enumerated and all charges for overhead and profit, and shall not exceed the sum of the amounts computed pursuant to the following:

- A. fifteen percent (15%) of the actual cost of that portion of the extra work performed by the Contractor.
- B. twenty percent (20%) of the actual cost of that portion of the work performed by a subcontractor.
- C. twenty-five percent (25%) of the actual cost of that portion of the work performed by a sub-subcontractor, or any lower tier of subcontractor.

3. For work done under this paragraph the Contractor shall maintain, and make available as directed by the Owner, accurate accounts of all costs and supporting data.

(2) For work to be omitted, the reduction in the contract price will be computed pursuant to one or more of the following:

- a. Unit prices agreed upon by the Owner and the Contractor;
- b. A lump sum agreed upon by the Contractor and Owner based on the estimated costs of the omitted work. No fixed fee shall be added to the estimated cost of such work; or
- c. If the parties are unable to agree on the reduction in the contract price, the Owner shall make a final and binding determination of the reduction in price to be allowed for a change.

(3) If a change in the work consists of both extra and omitted items of work, any fixed fee shall be computed upon the excess of the additive cost over the deductive cost.

(c) Adjustments in the time required for performance of the Contract for work covered by a change order shall be made by one of the following:

- (1) The time extension or reduction agreed upon by the Owner and the Contractor.
- (2) If the parties are unable to agree on the time extension or reduction the Owner shall make a final and binding determination of the time extension or reduction to be allowed for a change.

Article 40. Claims for Extras

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, he shall give the Owner written notice thereof before proceeding to execute the work, and, in any event, within two weeks of receiving such instructions. No such claims shall be entitled to consideration by Owner unless so made.

SECTION X:
PAYMENT PROVISIONS

Article 41. Cost Breakdown

Immediately upon the recordation of the Contract, the Contractor shall submit to the Owner a breakdown of cost of the contract price, itemizing the estimated cost of each class of work together with his total allowance for profit, insurance and overhead expense, the total of which shall equal the contract price. The breakdown, when approved by the Owner, shall become the basis for determining the value of work performed for the purpose of making payments.

Article 42. Application for Payments

The Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing his payments for materials and labor, and to subcontractors.

Article 43. Certificates and Payments

- (a) If the Contractor has made application as above, the Owner shall, not later than the date when each payment falls due, issue to the Contractor a certificate for such amount as the Owner decides to be properly due.
- (b) All payments called for by this Contract shall be made when due upon presentation of said certificates to the Owner. The making of progress payments shall not be considered as an acceptance by the Owner of the whole or any part of the work done up to the payment thereof, but the entire work is subject to inspection and approval by the Owner when it shall be claimed by the Contractor that this Contract or the work called for thereby is completed.
- (c) On or about the tenth day of each calendar month the Owner agrees to pay to the Contractor an amount to be determined by taking ninety percent (90%) of the value, proportionate to the amount of the Contract, of labor and materials incorporated in the work to be performed, as in this Contract provided, up to the date of payment proposed to be made as estimated by the Owner, and by deducting from said ninety percent (90%) of the said value the aggregate of all previous payments. The Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. The balance of the total

contract price shall be paid thirty-five (35) days after the date of recording by the Owner of the Notice of Completion of all the work to be done under this Contract.

- (d) By terms "labor and materials incorporated in the work," hereina-
bove in this Article used, is meant the work done and materials
furnished and in permanent place.
- (e) In determining the amount of a progress payment, the Owner may
consider the invoiced value of acceptable materials delivered on
the site or furnished and stored off the site, if such storage is
within the State of California. In either case, the Contractor
shall furnish evidence satisfactory to the Owner (1) of the value
of such materials, and (2) that such materials are under the
exclusive control of the Contractor. Only materials to be incor-
porated in the structure will be considered for purposes of par-
tial payment. Partial payment shall not be construed as
acceptance of such materials nor relieve the Contractor from sole
responsibility for the care and protection of such materials, nor
relieve the Contractor from risk of loss to such materials from
any cause including, but not limited to: theft, casualty, act of
God, vandalism or levy by creditors, nor as a waiver of the right
of the Owner to require fulfillment of all terms of the Contract.

Article 44. Payments Withheld

- (a) The Owner may withhold or, on account of subsequently discovered
evidence, nullify the whole or a part of any certificate for
payment to such extent as may be necessary to protect the Owner
from loss on account of:
 - (1) Defective work not remedied.
 - (2) Claims filed or reasonable evidence indicating probable
filing of claims.
 - (3) Failure of the Contractor to make payments properly to sub-
contractors or for materials or labor.
 - (4) A reasonable doubt that the Contract can be completed for the
balance then unpaid.
 - (5) Damage to another contractor.
 - (6) Default of the Contractor in the performance of the terms
and/or conditions of the Contract, or in the performance of
any of such terms and/or conditions.
- (b) Any subcontractor, materialman or worker, or anyone else having
any claim against the Contractor for or on account of work done or

materials furnished for the performance of the work provided for hereunder, may give notice of said claim and the amount thereof to the Owner, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this Article shall not lessen or diminish, but shall be in addition to, the right or duty of the Owner to withhold any payments under the provisions of the laws of the State of California respecting the withholding of sums due to the Contractor.

Article 45. Stop Notices

- (a) The Contractor agrees that at any time upon request of the Owner, he will submit a sworn statement setting forth the work performed or material furnished by subcontractors and materialmen, and the amount due and to become due to each, and that before the final payment called for hereunder he will, if requested, submit to the Owner a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder.
- (b) Neither the final payment nor any part of the retained percentages shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all labor or material claims and stop notices arising out of this Contract, or receipts in full in lieu thereof, as the Owner may require, and if required in either case, an affidavit that so far as the contractor has knowledge or information the releases and receipts include all the labor and material for which a claim could be filed.

SECTION XI:
MISCELLANEOUS PROVISIONS

Article 46. Taxes

The Contractor agrees and states that the amount of all taxes required or which may be required to be paid by the Contractor incident to performance of the Contract, including sales taxes, if any are involved, has been separately computed by the Contractor, and that the amount so computed has been and is included in the contract price.

Article 47. Federal Manufacturer's Excise Tax

The Owner is exempt from payment of federal manufacturer's excise tax. The manufacturer of items subject to that tax and subsequently furnished to Owner pursuant to this Contract is entitled to a refund of or a credit for payment of such tax on presentation of Owner's exemption certificate therefor. Owner will furnish the Contractor with a certificate to the effect that items supplied pursuant to the Contract are for the exclusive use of Owner.

Article 48. Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 49. Permits and Regulations

The Contractor shall give all notices and pay all fees necessary or proper to be given or paid in connection with the performance of the Contract, and shall obtain and pay for all permits and licenses (except permanent easements) and all inspections and certificates of inspection required or made by any governmental authority having jurisdiction over all or any part of the work included in this Contract. In the performance of the Contract the contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. Any work performed or materials or equipment furnished which does not conform to the requirements of said laws, ordinances, rules and regulations shall be changed to conform thereto by the Contractor at his sole expense. Before the certificate of final payment in this Contract called for shall be issued by the Owner, the Contractor shall deliver to the Owner all licenses, permits, and certificates of inspection.

Article 50. Non-Discriminatory Practices

- (a) In connection with the performance of work under this Contract, the Contractor agrees as follows:
- (1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, local custom, or habit. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, national origin, local custom, or habit. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this Article.
 - (2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Owner, advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Owner or any appropriate agency of the State of California designated by the Owner for the purposes of investigation to ascertain compliance with this Article.
 - (4) a. A finding of willful violation of the provisions of this Article or of the Fair Employment Practices Act may be regarded by the Owner as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, or refusing to accept or consider the bids of Contractor for future contracts.
b. The Owner may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and deter-

mined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

- c. Upon receipt of such written notice from the Fair Employment Practices Commission, the Owner may notify the Contractor that unless he demonstrates to the satisfaction of the Owner within a stated period that the violation has been corrected, the Contractor's bids on future projects will not be considered.
- (5) The Contractor agrees, that should the Owner determine that the Contractor has not complied with this Article, the Contractor shall, as a penalty to the Owner, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 37 of the General Conditions of this Contract for violation of prevailing wage rates. Such moneys may be recovered from the Contractor. The Owner may deduct any such damages from any moneys due the Contractor from the Owner.
 - (6) Nothing contained in this Article shall be construed in any manner so as to prevent the Owner from pursuing any other remedies that may be available at law.
 - (7) Prior to award of the Contract, the Contractor shall certify to the Owner that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - a. The Contractor shall provide evidence, as required by the Owner, that he has notified all supervisors, foremen, and other personnel officer in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the Owner, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. Personally, or through representative, the Contractor shall, through all unions with whom he may have agreements, attempt to develop an agreement which will:

1. Define responsibilities for non-discrimination in hiring, referrals, upgrading and training.
 2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
- d. The Contractor shall notify the Owner of opposition to the anti-discrimination clause by individuals, firms or organizations during the term of the Contract.
- (8) The Contractor will include the provisions of the foregoing paragraphs (1) through (7) in each subcontract with a listed subcontractor, so that such provisions will be binding upon each such subcontractor.

Article 51. Beneficial Use and Occupancy by Owner

- (a) The Owner reserves the right, at its option and convenience to occupy or otherwise make use of all or any part of the project premises at any time prior to completion upon ten (10) days' written notice to Contractor. Beneficial occupancy shall be subject to the following conditions:
- (1) Owner shall use its best efforts to prevent its occupancy from interfering with the conduct of Contractor's remaining work.
 - (2) Contractor shall not be required to repair damage to premises if the same was caused by Owner's occupancy or use.
 - (3) The guarantee period for those portions of the premises occupied and equipment utilized by Owner shall start as of the date of actual occupancy or use by Owner.
 - (4) Occupancy or use shall not constitute acceptance by Owner either of the completed work or any portion thereof, nor will it relieve Contractor from full responsibility for correcting defective work or materials found before completion and acceptance of all the work or during the guarantee period specified in Article 23.
 - (5) Occupancy or use shall not be deemed to be the equivalent of filing a Notice of Completion or a Cessation of Labor.
 - (6) There shall be no added cost to Owner due to occupancy or use.

- (7) Contractor and its surety shall execute a "No Change in Price Change Order" prepared pursuant to this Article.
- (8) Effective 12:01 a.m. standard time at the project site on the date of beneficial occupancy stipulated in the change order, Contractor shall be released from the obligations of maintaining fire and extended coverage insurance covering those portions of the premises occupied by Owner pursuant to this Article, but shall maintain all other insurance required by the contract in full force and effect. The Owner shall obtain fire and extended coverage insurance or maintain equivalent self-insurance covering those portions of the premises occupied by it pursuant to this Article.

Article 52. Apprentices

- (a) Only apprentices, as defined in Section 3077 of the California Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3 of the Labor Code are eligible to be employed by the Contractor and subcontractor as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.
- (b) Every apprentice shall be paid the standard wage to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is indentured.
- (c) When the Contractor, or any subcontractor, employs workers in any apprenticeable craft or trade on the work, the Contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the work. The committee shall issue a certificate fixing the number of apprentices or the ratio of apprentices to journeymen who shall be employed in the craft or trade on the work. The ratio shall not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one apprentice for each five journeymen except as permitted by law. The Contractor or subcontractor shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

- (d) "Apprenticeable craft or trade," as used in this Article, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
- (e) If the Contractor or subcontractor employs journeymen or apprentices in any apprenticeable craft or trade in the area of the site of the work, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the site of the work are contributing, he shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner that the other contractors do. The Contractor may include the amount of such contributions in computing his bid for the Contract, but if he fails to do so he shall not be entitled to any additional compensation therefor from the Owner.
- (f) In the event the Contractor willfully fails to comply with this Article he may be considered a non-responsible bidder by the Owner.
- (g) Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hire by the Contractor or subcontractor of journeymen-trainees who may receive on-the-job training to enable them to achieve journeymen status in any craft or trade under standards other than those set forth for apprentices.

Article 53. Arbitration or Litigation

- (a) Any question about interpretation or clarification, disagreement or claim that has been timely referred to the Owner in accordance with Article 6 except those listed in Articles 6(d), 39(c) or in the Specifications and except any which have been waived by the making or accepting of final payment, shall upon timely demand of either party be subject to arbitration.

No demand for arbitration may be made until the earlier of:

the date on which the Owner has issued a written decision as provided in Article 6(b) or 6(c), or

the sixty-first day after the date of the Owner's receipt of a claim or dispute for \$50,000 or less, or for an adjustment of contract terms, or both, if a decision has not been issued by that date, or

the ninety-first day after the date of the Owner's receipt of a claim or dispute exceeding \$50,000 if a decision has not been issued by that date.

No demand for arbitration may be made later than:

thirty days after the date on which the Owner's written decision was received or,

the thirty day periods specified in Article 6(d) if a decision is not issued by the Owner.

Except as otherwise provided in this Article 53, arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) obtaining on the date the arbitration is initiated. The award rendered by the arbitrator(s) shall be final.

The exclusive forum for the confirmation and enforcement, vacation or correction of an award shall be the Superior Court of the State of California. The substantive and procedural rules for such post award proceedings shall be as set forth in Code of Civil Procedure section 1285 et seq.

(b) The following additional modifications are made to the AAA rules:

- (1) If the arbitration panel is composed of three arbitrators, one shall be an attorney. If a single arbitrator hears the controversy, the single arbitrator need not be an attorney.
- (2) A controversy involving less than \$50,000 shall be heard by a single arbitrator. A controversy involving \$50,000 or more shall be heard by three arbitrators.
- (3) The parties shall have the discovery rights and follow the procedures provided in California Code of Civil Procedure section 1283.05. The provisions of subparagraph (e) of section 1283.05 shall not be applicable to such discovery.
- (4) The arbitrator(s) may employ expert technical advisor(s) for controversies of extraordinary technical complexity with the consent of the parties to this contract. Unless all parties file a written consent in the record, such an expert technical advisor shall not be in communication with an arbitrator on the merits of a contested matter except in writing with copies served on all parties or orally on the record in the presence of or after due notice to the parties, and all evidence, opinions or other information which the expert testifies to or furnishes shall be subject to cross-examination and pertinent objections.

Either party to this contract may object for cause to the use of a particular individual as an expert technical advisor. If such objection is not timely made, it shall be deemed waived.

The parties shall share the expense of such advisor(s) pro rata.

- (5) If more than one demand for arbitration is made by a party to this contract with respect to concurrent controversies referred to the Owner, all such controversies shall be consolidated into a single arbitration hearing unless the parties to this contract otherwise agree.
- (6) The Owner may be required to join in and be bound by the arbitration if either party to this contract claims that the acts or omissions of Owner are involved, in whole or in part, in the claim or dispute between the Owner and the Contractor.
- (7) The Contractor's performance bond surety for the project, a subcontractor or supplier to the Contractor, and other third parties may be permitted to join in and be bound by the arbitration if required by the terms of their respective contracts with the Contractor, the Architect or the Owner. Such joinder shall not be permitted if it unduly delays or complicates the expeditious resolution of the claim or dispute between the Owner and Contractor. Any such joinder will be limited to issues raised by the Contractor and Owner directly concerning their claim or dispute and any setoffs asserted by a party participant.
- (8) Unless the parties otherwise agree the locale for the arbitration shall be Los Angeles.
- (9) The arbitrator(s) shall issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of documents and other evidence in accordance with California Code of Civil Procedure section 1282.6. Witnesses shall be entitled to receive fees and mileage as provided in Code of Civil Procedure section 1283.2.
- (10) The arbitrator(s) shall decide the dispute in accordance with the applicable substantive law of California.

The award shall include a determination of all the issues submitted to the arbitrator(s) the decision of which is necessary to determine the controversy.

The award shall be in writing and signed by either the sole arbitrator or by at least a majority if there be more than one.

(11) The expenses and fees of the arbitrator(s) shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees and other expenses incurred for its own benefit.

(c) The initiating party shall, within the time specified in Article 6, file with the other party a notice of an intention to arbitrate (demand), which notice shall contain a statement setting forth the nature of the controversy, reference or attach a copy of the Owner's decision in issue, identify this contract by title, state the amount involved, if any, and the remedy sought. Two copies of said notice shall be filed with the Regional Office of the AAA designated in Article 6, together with two copies of the arbitration provisions of the contract and the appropriate filing fee as provided in the AAA Construction Industry Arbitration Rules. A copy of the demand shall be mailed to the Owner.

(d) Either party to this contract may elect to litigate the Owner's decision or denial of a claim or dispute pursuant to Article 7(c) or (d) if the amount in controversy is \$100,000 or more. Such an election shall constitute an irrevocable waiver of the right to arbitrate.

No notice of intention to sue shall be given or suit filed until the earlier of:

the date on which the Owner has issued a written decision as provided in Article 6, or

the sixty-first day after the date of the Owner's receipt of a claim or dispute for \$50,000 or less, or for an adjustment of contract terms, if a decision has not been issued by that date, or

the ninety-first day after the date of the Owner's receipt of a claim or dispute exceeding \$50,000 if a decision has not been issued by that date.

Timely notice of an intention to sue shall be a prerequisite to an effective election to litigate. Except as otherwise provided in paragraph (e) of this Article 53 the decision of the Owner shall be final and conclusive unless within thirty days from the date on which the decision was received, or the applicable thirty day period specified in Article 6(d) if a written decision has not been timely issued, a party to this contract gives, mails or otherwise furnishes a written notice of the intention to litigate

to the other party. The parties hereby elect the Superior Court of the State of California for the County in which the contract was to be performed as the exclusive forum for such litigation.

- (e) If the Owner's decision involves a dispute or claim of \$100,000 or more, and a party to the contract has demanded arbitration, the other party to this contract shall have seven days from the date of its receipt of the notice of such filing from the AAA within which to file an answering statement or a notice of intention to litigate the decision in lieu of arbitrating it.

If the other party does not mail or otherwise furnish a written notice of intention to litigate within the seven day period that party shall be deemed to have consented to arbitration and to have irrevocably waived the right to litigate the Owner's decision.

If no answering statement is filed within the seven day period it will be treated as a denial of the claim.

- (f) Pending an award by the arbitrator(s) or a final adjudication by the courts, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Owner's decision unless the parties to this contract otherwise agree in writing.

Article 54. Affirmative Action Program

- (a) The Affirmative Action Program of the Contractor and his listed subcontractors, attached hereto marked Exhibit B, is by this reference made a part of this Contract as if set forth in full in this paragraph. The Contractor shall seek to achieve the minority manpower utilization goals set forth and shall perform the equal employment opportunity commitments set forth in Exhibit B, and shall require each listed subcontractor to perform such commitments and to seek to achieve such goals. If the Contractor or any of his listed subcontractors fails to meet the goals or fails to perform the equal opportunity commitments, the Contractor or any such listed subcontractor shall be given an opportunity to demonstrate that he has made good faith effort at compliance at a hearing to be conducted by the Owner.

If the Owner finds that the Contractor or any of his listed subcontractors has failed to comply with the requirements of the Program, the Owner may treat such failure as: (1) a material breach and as a ground for termination in accordance with Article 20; or (2) a basis for withholding progress payments until deficiencies are corrected; or (3) a basis for assessing the penalties prescribed in Article 50(a) (5), in which event such amounts shall be deducted from the progress payment next due and subsequent payments. If the Owner elects to withhold progress payments and the

Contractor fails to correct, or to require his subcontractors to correct the deficiencies noted by the Owner in its written notice to the Contractor, in the manner and by the date specified in such notice, the Owner may terminate the Contract.

- (b) During the performance of this Contract, the Contractor and each subcontractor shall, if directed, annotate each weekly payroll report to indicate the race or national origin of each worker whose name appears in such report and shall furnish a monthly tabulation of construction workers in each trade by job category, sex, race, and national origin in the form requested by the Owner.

In addition, the Contractor and each subcontractor shall keep, in the form requested by the Owner, copies of all applications for employment and bids for subcontracts submitted by minority group members that have been rejected and a statement of the reason for the rejection, as well as records indicating (1) to the extent permissible under the State law, the name and address of each minority group applicant for employment who was not hired and the reasons therefore, (2) the progress being made in cooperation with the unions to increase minority group employment opportunities (applicable only to contractors who rely in whole or in part upon unions as a source of their work force), (3) the progress being made in locating, hiring, training, qualifying, and upgrading minority group employees, (4) the progress being made in securing the services of minority group subcontractors, and (5) the general progress being made by each subcontractor under such subcontractor's equal employment opportunity program. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and designated places for inspection by authorized representatives of the University.

- (c) The Owner may require the following procedure, if, in its discretion, there is evidence of lack of equal opportunity advancement during the performance of this Contract: each employee reporting for work on the project will be provided a questionnaire for completion if he desires assistance in being upgraded to a higher-level construction job category. The Contractor will assure that each employee submitting a questionnaire is interviewed, counseled, and assisted in applying for entry to the job specified. Copies of each completed questionnaire, along with a report of action taken by the Contractor in respect to each request, will be submitted to the Owner prior to the fourth payroll period and on a continuing basis each payroll period thereafter.

Article 55. Termination for Acts of God

- (a) Should an act of God, as defined by California Government Code Section 4151 occur at the site of the work, the Owner shall have the option to terminate the Contract. If the Owner exercises the option to terminate, a Notice to Terminate so providing will be issued. Such Notice to Terminate may provide for the Contractor to perform any work deemed by the Owner as necessary to put the project in satisfactory condition for the termination of all work, and the Contractor shall be paid for such work as provided in Article 39 of the General Conditions. Upon the issuance of such Notice of Termination, the contractor shall be relieved of further responsibilities for damage to the work (excluding materials) as specified in Article 18 of the General Conditions, and will not be required to perform any further work on the project other than that specified in the Notice of Termination.
- (b) When the Owner determines that the work specified in the Notice of Termination has been completed, the Owner shall accept the project, and immediately upon such acceptance, the Contractor will not be required to perform any further work thereon, and shall be relieved of his responsibility for injuries to persons or property under Article 35 of the General Conditions.
- (c) After acceptance of the work pursuant to Article 55(b), the Contractor will be paid for the work done prior to the act of God, as defined by California Government Code Section 4151. The Owner will determine the value of the partially completed work as follows: The Contractor will be paid for all work to the date of the Notice of Termination in accordance with Article 43. This amount shall be computed by determining the percentage of the total contract work completed prior to the act of God and multiplying that percentage of the total contract work against the total contract amount. The amount to be paid shall not exceed the amounts previously paid or due the Contractor from the amounts retained. The Contractor shall not be entitled to his anticipated profits for the work which would have been performed but for the act of God.
- (d) If the Contractor has placed order, prior to such act of God, for materials specially manufactured for the project which materials are not suitable for use in other projects of the Owner or sale to others in the ordinary course of the seller's business, the Contractor will be paid the actual cost to the Contractor or the cancellation charges, if any, for such orders made by the vendor. The determination of whether the order shall be completed or cancelled shall be made by the Owner. Such material paid for shall become the property of the Owner and the actual cost or charges to be paid will be computed in the same manner as if the work were to be paid for in accordance with Article 39 of the General Conditions.

- (e) No payment will be made for materials which have been damaged and are not acceptable for incorporation in the work in accordance with the requirements of the Contract. The Contractor shall pay the Owner any amounts previously paid for such unacceptable material, and agrees that the Owner may deduct the amount of such previous payments for any monies due or which may become due the Contractor.

If the Owner has paid for materials not incorporated into the work under Article 43(e), the Owner will have the option of taking title to all or any portion of such materials or of demanding reimbursement from the Contractor for any amounts previously paid to the Contractor. If the Owner has not fully paid for such materials, the amount remaining to be paid will be determined in accordance with Article 39 of the General Conditions. The Contractor agrees to pay to the Owner upon demand any amounts previously paid for such materials, and agrees that the Owner may deduct the amount of such previous payments from any monies due or which may become due the Contractor.

END OF GENERAL CONDITIONS

Program

SECTION IV

Program
Performance Specifications
Evaluation Procedures

PROGRAM

A. Background

Design-builders should recognize that the purpose of the Faculty Housing Project is to provide a residential environment which will assist the University in retaining and recruiting faculty. The development should be planned and designed as the first phase of a bold, distinctive model of a faculty community which recognizes the unique characteristics of its occupants and incorporates features and details attractive to its academic residents.

The Program identifies required minimum standards of planning and design and optional, desired features of the project. Carefully note the distinction between what is required and what is desirable, though not mandated. Requirements are the minimum standards which the University will accept; design-builders are encouraged to exceed minimum requirements. Unless specifically required, alternatives are allowed and will be evaluated on the basis of the University's evaluation of comparable results. Non-required portions of the Program are intended to stimulate the design-builder to consider aspects of the project important to the University, while allowing the designer latitude to balance the costs and benefits to the overall project.

The Faculty Housing Project consists of a planned unit development for 65 townhouses, utility extensions, parking, streets, common-use areas, and landscaping on a site located in the University's West Campus property. Fifteen (15) three bedroom, 2 bathroom and fifty (50) two bedroom, 2 bathroom townhouses are required. Two-story townhouses must have an additional 1/2 bathroom on the ground floor.

The site consists of 11.5 acres bounded on the north and south by open space, on the east by the unincorporated community of Isla Vista, and on the west by Devereux School. The site is currently vacant and the terrain is generally flat with a fairly steep slope along the north side.

Santa Barbara County ordinances and requirements do not apply to this project, unless specifically indicated otherwise. It is not required for the entire site to be developed, although a reasonable transition between structures and non-landscaped areas is necessary. Townhouses may be set forward on the lot with small public and service areas on the front and sides and open to the rear of the lot for private use. Plans are preferred which minimize the land area necessary for service use and maximize private and common-use areas.

Exact bearings and distances of the "Limits of Work" lines shall be established by the apparent low bidder, and approved by the University, during preparation of "Shop Drawings."

The drawings listed in the "Schedule of Drawings" show the site location and provide topographical survey data for the areas involved.

8. Planning

1. Architectural/Planning Character

The project should have an image of a small scale, academic residential community. The project should not appear to be institutional housing. The massing of structures and their relationship to landscaped areas should be varied to provide a sense of natural, informal order. Carefully consider the combination of one (1) and two (2) story elements, materials, facade projections, massing, and form to achieve this effect. A highly structured formal plan, such as a grid lay-out, is not desired.

The project plan must demonstrate careful consideration of the potential for future growth of the project to the south. This expansion will likely be for another 65 townhouses on about the same size site.

The townhouses shall be grouped in clusters of no less than two (2) units and no more than four (4) units. Townhouses should be clustered in such a manner that windows do not face into windows at close proximity. Circulation paths, parking lots, and heavily used public areas should be screened from the townhouses.

Careful attention should be paid to the boundaries of the project and its relationship to Devereux School on the west and Isla Vista on the east. Plans which minimize the visibility of the project from adjacent properties are required. To minimize the disturbance to neighbors the screening should be done during the first part of the construction process.

The approach and entrance to the project must be carefully and attractively designed to mitigate the unattractive appearance of the stables existing north of the site.

All utility lines must be underground.

Transformers and other utility equipment should be well concealed.

2. Orientation

The orientation of the cluster/townhouse should provide each townhouse with the most favorable combination of quiet, sun exposure, cross ventilation, views, and privacy.

In orienting the townhouses for views, consider the potential expansion of the project to the south.

Climate sensitive and passive solar design is strongly encouraged. The orientation of the townhouses, size and location of glazed surfaces, overhangs (winter sun angle vs. summer sun angle), etc. should

recognize the climatic and site-specific conditions of the area. Attention should be paid to the aesthetic appearance of the collector panels, for the required solar system (see Section IV, "Performance Standards," Division 15), and thermal mass if a passive solar system is used. All solar design features should be an integral part of the cluster/townhouse.

3. Circulation and Parking

There shall be ample pedestrian walks linking the clusters/townhouses together. Pedestrian and bicycle access to Isla Vista is required. Because the site is close to the ocean the project and pedestrian walks should be planned with consideration for likely routes to the beach.

Design and construction of parking spaces, including base, paving, drainage, lighting, and landscaping is required. There shall be at least one (1) exterior parking space and a one (1) car garage per townhouse for residents. The garage should also have storage space approximately equal to 1/2 of a parking space. For visitors, at least one and one-half (1 & 1/2) parking spaces per townhouse is required. Additional parking is desirable.

Guest parking should be distributed around the project in accordance with the density and location of the clusters/townhouses. Parking areas for visitors shall be well screened and may be constructed below grade. Pedestrian access to and from parking areas shall be provided and designed to minimize conflicts between pedestrians, bicyclists, and automobiles.

There shall be sufficient access to the clusters/townhouses and project for emergency and service vehicles.

Internal roads, streets, and parking areas shall be designed in accordance with the recommendations included in the "Foundation Exploration Report," dated May 30, 1984, prepared by Pacific Materials Laboratory, which is included in these documents and made a part hereof. An access road will be constructed as required to carry traffic from the intersection of El Colegio and Storke Roads to the housing site. Existing roads shall be used to the maximum practical extent. Such roads may be widened and improved as required to provide vehicular safety. A new section of road shall be constructed in the area located west of Building #355 (Child Care Center) so that the access road is located west of the existing parking area for Building #355.

4. Outdoor Spaces and Landscaping

Outdoor spaces should be designed and landscaped for use by the occupants, pedestrian circulation, and aesthetic appeal. Ample seating area should be provided in common-areas. These areas should provide the best combination of shade, sun, and view. Native or other drought resistant landscaping materials are required.

Barbeques and informal landscaped area for small gatherings of faculty are required. Additional recreational facilities, such as tennis courts, are desirable. If recreational facilities are not provided then appropriate area(s) must be reserved for subsequent development of the facilities. The Technical Proposal must note the recommended "NIC" facilities.

A playground designed for children ranging in age from four (4) to twelve (12) years old is necessary. The playground equipment should offer a wide variety of activities to accommodate different age groups. The playground should not be located next to parking lots or roads. Seating for parents should be provided.

Because of the location of the project, design consideration should be given to property and personal security.

The project shall be designed in conformance with California Administrative Code, Title 24, "Site Development Requirements for the Physically Handicapped," §2-7101 (a) and §2-7102 through §2-7104.

5. Trash Collection Areas

Dumpster type trash collection containers shall be used. Approximately one bin space should be provided per 15 - 20 units (four or more total for the 65 townhouses) suitably distributed through the project, and with access to the service road. Suitable concrete paved areas should be provided for the bins and visually screened. These areas should be well concealed, but they must be readily accessible to the assigned housing units and to the collection truck. The location should minimize transmission of odors and noises to the apartments. A hose bibb should be provided for wash down as well as use by residents for car washing.

C. Design

1. Exterior

In order to give design-builders the maximum flexibility in design, no particular architectural style is mandated; however, whatever style is used should be attractive, distinctive, and consistent throughout all aspects of the project. The exterior appearance of the clusters should vary from building to building to give a sense of

individuality to the homes. All exterior features (e.g., lighting standards, building numbers, signs, walls/fences, benches, etc.) should be designed to give coherence and continuity to the project.

Provide building and unit numbers which are easily read and lighted.

Exterior wood doors should be protected from the sun and rain by overhangs, deep recesses, etc. Avoid placing large picture windows facing the street.

2. Townhouses

Townhouses shall be grouped in combinations of one and two story buildings and clustered with a minimum of two (2) units and a maximum of four (4) units together. Privacy and separation between entry areas should be maximized.

Attention should be paid to the opportunity the Santa Barbara climate provides for courtyards, patios, terraces, decks, etc. If provided they should be well integrated with the townhouses' floor plan and provide as much privacy as possible. In locating private outdoor spaces consider the angle of the sun and shadows as well as the aircraft noise north of the site. Balconies should not be less than six (6) feet wide.

At a minimum good quality wall-to-wall, non-flammable carpets shall be provided in all spaces of the townhouse excluding kitchen, bath, and entry. A variety of colors should exist between housing units. All other floors may be vinyl asbestos or sheet vinyl though sheet vinyl is preferred. Higher quality floor covering (e.g., tile, finished hardwood, etc.) is desired. Weatherstripping around doors and windows is required.

Draperies or blinds will be furnished by the occupants.

a. Layout

It is not expected that the townhouse's assignable gross square feet (ASF) would be less than 1,500 ASF; however, it is the design and layout of the space provided in each townhouse, not necessarily the number of square feet, which is important. There is no minimum or maximum size requirement for the townhouses or particular rooms. Design-builders are to combine the size of the units, built-in features, layouts, exterior space, and amenities to achieve the optimum amount of livable area. A variety of floor plans is strongly encouraged.

The entrance should be properly located in relation to parking and the townhouse's interior. A foyer is desirable.

So that the townhouses can be allocated to faculty in the fairest possible manner, the units must be roughly comparable in size and number and type of amenities. The University recognizes that some townhouses will be larger, have better views, etc. but design-builders should strive to minimize the differences.

Each townhouse is to have a living room, dining area, study/library, kitchen, two or three bedrooms, at least two bathrooms, storage, and circulation space. The garage is to be designed as an integral part of the building/structure. Space and utility connections shall be included for a domestic washing machine and a gas-fired clothes dryer.

The sound separation between adjacent rooms of different units shall be sound Transmission Class 50 and floors and ceilings shall have Airborne Sound Transmission Class 50. Sound separation will be tested by the University at the completion of the project. Contractor shall, at his own expense, correct the conditions not meeting these requirements.

b. Bedrooms

For both two (2) and three (3) bedroom townhouses the dimensions and room openings should allow varied furniture arrangement.

Walk-in closets should be lighted.

Telephone and cable television service in each bedroom is desirable.

A minimum of six (6) linear feet of built-in closet, which should contain a clothes hanging rod and at least one (1) shelf, is required in each bedroom. Closets which are carefully designed for space-efficient storage are encouraged. A dressing area for the master bedroom is desirable.

c. Bathrooms

All townhouses shall have at least two (2) bathrooms. For two (2) story units provide a "powder" room (toilet, sink, and mirror) on the ground floor. Water conserving toilets and showers are required.

d. Living/Dining Rooms

These areas may be separate or combined and should have a spacious and open character. Cathedral or beamed ceilings are desirable for the living area. The dimensions and room openings should allow for varied furniture placement. The living area

may be open to a patio or courtyard with windows oriented for natural light. A fireplace is desirable.

The dining area should be located close, or adjacent, to the kitchen and sized to accommodate a dining table with seating for at least six (6) people. A rheostat control for the dining room light is desirable.

Telephone and cable television service is required.

e. Kitchen

The kitchen may be open to the dining area but should be screened from the living area. The kitchen should be large enough for at least two (2) people to work comfortably.

The working relationship between refrigerator, sink, and range should be accommodated in the design. Avoid lay-outs which encourage cross-traffic through this working area. There should be at least 8 1/2 linear feet of base cabinet, 5 - 8 1/2 linear feet of wall cabinet, and 1 1/2 linear feet of counter space on one, preferably both, sides of the range. A 1 1/2 linear foot counter next to the refrigerator space is desirable.

Consider locating the kitchen and dining area(s) on the south-east side of the townhouses so there is morning sunshine all year.

There should be lighting over the sink, range and, as necessary, in the kitchen ceiling. An overhead lighting system which is integrated with the ceiling and/or cabinets is desirable.

Provide space for a 25 cubic foot capacity, thirty-six (36) inch refrigerator, to be provided by the occupants.

Kitchen equipment shall include the following:

Exhaust Hood: Provided over the range with a light and fan as necessary.

Sink: A double sink with garbage disposal is required.

Outlets: At least two convenient electrical outlets near the working surface are required.

Range & Oven: A minimum thirty (30) inch natural gas range with four (4) burners and built-in oven is to be included. An additional built-in microwave oven is desirable.

*Electric
or Gas.* X

f. Storage

A linen closet should be provided with at least three (3) adjustable shelves and a utility closet. A coat closet near the entrance to the townhouses is also desirable. Note the requirement for storage in the garage. The space under the stairway should be utilized, possibly for storage.

g. Study/Library

A study or library is required. This room should be located so that it is quiet and somewhat isolated from the rest of the unit. Designs which reflect the growing use of computers (e.g., power and telephone connections, glare sources, etc.) and built-in bookshelves are desirable. Telephone and cable television services are required.

h. Utilities

Provide the quantity and spacing of electrical outlets to meet or exceed the requirements of the N.E.C., latest edition. There should be light switches at the entrance(s) to every room, at the top and bottom of stairs, and at the garage door.

D. Site Engineering and Specifications

Site and townhouse engineering criteria are indicated in the appropriate divisions of the Performance Specifications.

E. California Coastal Commission's 1980 Long Range Development Plan (LRDP) Requirements

The following requirements are performance oriented to allow flexibility in how the standard is met while requiring development to conform to the standard. The requirements are intended to shift the emphasis of the requirements from the method used to the desired result.

It is intended that flexible and innovative design concepts and construction practices be encouraged to assure orderly, balanced utilization and conservation of coastal resources within the context of the research, instruction, and public service purposes of the University.

1. Coastal Access

- a. Vehicular access to the Faculty Housing Project shall be from the intersection of Storke and El Colegio Roads through the West Campus, so long as there is no increase in road widths beyond that which is required to assure normal traffic safety. Emergency vehicular access, bicycle, and pedestrian access may be provided from the existing Isla Vista streets of Fortuna or Pasado Roads.

- b. Concurrent with development of faculty housing, bicycle parking racks shall be provided next to Camino Majorca Road at the western end of Del Playa Drive. Street widths on West Campus shall not be increased except for measures necessary for vehicle safety.

2. Visual Resources

- a. New structures shall be in general conformance with the scale and character of surrounding development. Clustered developments and innovative designs shall be encouraged.
- b. All new developments shall include landscaping which mitigates the development's adverse visual impacts.
- c. Landscaping will maintain and improve the aesthetic appeal of the campus by:
 - (1) Integrating landscaping with building programs, and
 - (2) Developing landscaping continuity between the campus and adjacent communities.
- d. Landscape projects will utilize plantings that are adapted to existing climatic and physical conditions and require low maintenance. Maintenance programs will emphasize conservation of water and other resources by:
 - (1) Using salt-tolerant and low water demand plant species and
 - (2) Using plant species with low fertilizer demands.
- e. Landscape projects and maintenance of existing landscape will be compatible with campus wildlife.

3. Drainage

- a. Site development is to be accomplished in accordance with sound engineering principles with due regard to surface and subsurface characteristics of the site.
- b. Projects shall be designed wherever feasible to conduct storm water flow into the natural or historical drainage courses.
- c. Projects shall be designed in a manner that will eliminate or minimize the adverse effects of increase runoff from developed areas by controlling the flow rates and velocities of storm water runoff.

4. Grading

- a. Grading operations shall be conducted so as to prevent damaging effects of sediment production and dust on the site and on adjoining properties.
- b. Wherever feasible, grading operations shall be scheduled during the dry months of the year (May through October). When such scheduling is not feasible, appropriate methods shall be used to minimize erosion, impoundment, and sedimentation by controlling storm water runoff.
- c. Contours of finished surfaces are to be blended with adjacent natural terrain to achieve a consistent grade and natural appearance. Borders of cut slopes and fills are to be rounded off to a minimum radius of five (5) feet.
- d. Topsoil shall be removed from the site prior to grading and stored on or near the site and protected from erosion. Such storage shall not be located where it could cause suffocation of root systems of trees intended to be preserved. After completion of grading, topsoil shall be restored to exposed cut and fill embankments so as to provide a suitable base for seeding and landscaping.
- e. Wherever feasible, land is to be developed in increments of workable size which can be completed during a single construction season. Erosion and sediment control measures are to be coordinated with the sequence of grading.

5. Slope Construction

- a. Both cut and fill slopes shall not be steeper than 2:1 unless a geological and engineering analysis indicates that steeper slopes are safe and erosion control measures are specified and implemented.
- b. Slopes shall not be constructed so as to endanger adjoining property or interrupt natural drainage patterns from that property.

6. Slope Surface Stabilization

Temporary mulching, seeding, or other suitable stabilization measures shall be used to protect exposed areas during development.

7. Fill

- a. Fills shall not encroach on West Campus Marsh, natural water-courses, or constructed channels.
- b. Fills shall have suitable protection against erosion.
- c. Excavated material shall not be deposited or stored where it can be eroded.

8. Sediment Control

- a. Sediment shall be retained on the site, to the maximum extent feasible.
- b. Sediment basins, sediment traps, or other appropriate sediment control measures shall be installed before extensive clearing and grading operations begin.

9. Siting

- a. Existing topography, vegetation and scenic features of the site are to be retained and incorporated into the proposed development to the maximum extent feasible.
- b. Site development will minimize direct surface runoff into adjoining streets or properties.
- c. Development will be located to avoid or minimize exposure to seismic or other natural hazards.
- d. The development will be designed to preserve the natural stability of the slopes and structural strength of the supporting soils. No occupied structure will be constructed over the surface trace of a known active or potentially active fault. Such structures will be setback from these traces as recommended by the geo-technical consultant or appropriate regulatory agency.
- e. The boundaries of the faculty housing site shall be as flexible as necessary to accommodate public access, resource protection, and with the concurrence of the California Coastal Commission's Executive Director, unforeseen site conditions.
- f. Building coverage on the faculty housing site shall not exceed 35 percent of the 11.5 acre developable area.
- g. Building setbacks shall be 100 feet from the designated wetland, 50 feet from Devereux School, and 50 feet from the eucalyptus trees on the east. No setback is required from the southern General Open Space land use.

10. Height

The maximum height of all structures shall be 30 feet.

11. Sewage

Sewage shall be disposed of in sanitary sewer lines.

12. Vegetation

- a. Natural vegetation shall be retained, protected, and supplemented to the extent feasible.
- b. When vegetation is removed, the method shall be one that will minimize the effects of erosion.
- c. Removal of vegetation shall be limited to the area required for construction operations.
- d. Specimen trees or groves which contribute to the visual attractiveness of the site may not be removed, unless necessary for safety reasons or to provide the least cleared area sufficient to locate and construct approved roads and structures on the site.
- e. Landscaping shall be with species appropriate to the climate, exposure, and soil characteristics of the site, species compatible with existing vegetation, and with low water use species.

13. Sound Level

- a. A maximum allowable sound level of 65 decibels (A-weighted scale) measured from the property line shall not be exceeded.
- a. The following noise sources are not subject to the maximum sound levels:
 - (1) Construction and maintenance activities between 7:00 a.m. and 8:00 p.m.
 - (2) Safety signals, warning devices, and emergency pressure relief valves.
 - (3) Tractors, automobiles, trucks and other moving sources.

14. Lighting

Lighting shall not exceed a level which balances public safety with habitat protection and shall be designed to avoid glare into adjacent buildings or properties.

15. Parking

Parking space for residential use shall be provided by allowing one and one half (1 & 1/2) spaces per unit for residents and at least one half space per unit for guests.

F. Environmental Impact Report Requirements

1. Air Quality

- a. To suppress particulate distribution, all feasible dust and particulate control methods and technology shall be used during grading and site preparation.
- b. To encourage bicycle use for commuting to UCSB, covered and secure bicycle storage areas should be provided in either the project or the individual housing units.

2. Coastal Resources

- a. Santa Barbara County animal control ordinances shall apply to and be enforced on West Campus.
- b. The UCSB Police Department and Office of Environmental Health and Safety shall cooperate with Santa Barbara County in enforcing County animal control ordinances on West Campus.

3. Flora and Fauna

- a. To compensate for the direct loss of vernal habitats on the proposed site the project shall include the creation of an equal or greater area of vernal habitat on the western grassland of the Coal Oil Point Natural Reserve.
- b. The location and contract document requirements for the new vernal habitat shall be coordinated with the UCSB Department of Biological Sciences, UCSB Planning and Construction Office, and UCSB Natural Land and Water Reserves Committee.
- c. The project shall be designed to prevent adverse off-site impacts to the vernal habitats south of the site (e.g. maintaining existing runoff water, prevent pedestrian trampling, etc.).

4. Geology

- a. The buildings shall be sufficiently setback from the bank of the swale located along the north boundary of the site to avoid any problems with slope stability.

5. Noise

- a. The project shall be designed so that outdoor living space is shielded from the north.
- b. Window frames will be specified which seal tightly when closed, so that low frequency excitation from helicopters and jet engines does not result in window rattling.
- c. Early morning (i.e. before 7:00 a.m.) construction related access to the project shall be via the West Campus Entrance Road.
- d. Grading and heavy construction activities shall be conducted only between 7:00 a.m. and 5:00 p.m.
- e. All power operated equipment shall be equipped with standard silencing features maintained in proper operating condition.
- f. Common walls shall be designed to satisfy the STC 50 sound insulation requirement.
- g. Where feasible avoid plumbing in common walls. If plumbing in common walls cannot be avoided, isolate pipes from the structure using resilient mounts and be certain that plumbing does not bridge the separate sides of the wall.
- h. Water pressure shall be limited to the minimum necessary for proper operation of appliances.

6. Solar Energy Use

- a. Solar heating devices shall be provided for domestic water and gas water heaters shall be used for back-up service. Passive solar design features are recommended (e.g. heat recovery and transfer systems, thermal massing, sky lights, roof ventilation, etc.).
- b. The construction cost of active and passive solar heating shall be accounted for in such a manner that each occupant will be eligible to receive California solar heating tax credits.

END OF PROGRAM SECTION

Performance
Specs

SECTION IV

PERFORMANCE SPECIFICATIONS

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DIVISION 1:
GENERAL REQUIREMENTS

A. Special Conditions

1. Scope of Work

The Contractor shall furnish all architectural, landscape architectural, and engineering services for the preparation of complete shop drawings and detailed specifications necessary to complete the project, including site and structural engineering, utilities and landscaping, in accordance with the requirements of the Contract Documents.

From the approved shop drawings and detailed specifications, the Contractor shall furnish all labor, materials, equipment, services and transportation necessary for the complete construction of the Faculty Housing Project, at the University of California, Santa Barbara, including site work, structures, utilities and landscaping, in accordance with the Contract Documents, as amended by any addenda and change orders thereto, and in accordance with such additional instructions as may be issued.

The following Performance Specifications are listed as required minimum standards of quality. The bidder may propose alternatives which will be evaluated on the basis of comparable quality.

The work of the Contract shall be restricted to that area indicated on the drawings listed in the "Schedule of Drawings." No materials, equipment or debris shall be deposited upon any area outside of the "Limit of Work" area, as indicated on the drawings listed in the "Schedule of Drawings," unless prior written approval has been obtained from the Owner. Movement of materials, equipment, and personnel across areas outside the "Limit of Work" area shall also be arranged for with Owner.

Work to be performed beyond the "Limit of Work" lines shall be limited to construction and connections to existing utility lines or roads as shown on the drawings. All conditions applying to work performed on the site regarding site cleanup, trenching, backfill, pavement repair and related work shall also apply to these off-site elements. It is intended that there shall be minimum disturbance of existing systems in the performance of the work.

2. Schedule of Operations

- a. In addition to the requirements set forth in (1) Scope of Work, before commencing work, the Contractor shall submit a complete

plan and schedule of his proposed operations to the Owner for approval. In preparation of his plan and schedule, the Contractor shall make due allowance for and include the following:

- (1) Preparation of equipment and material submittals for review.
 - (2) Owner review of each submittal.
 - (3) Delivery lead times for equipment.
- b. The schedule may be in the form of a bar chart and graph or other approved system by which are shown predicted starting and completion dates for the various work units or trades involved, together with such other information relative to job progress and completion as may be requested.
- c. The schedule shall be revised and resubmitted as required, by the Owner, in order that it be kept reasonably current.
3. Intent of the Contract Documents

The intent is to provide the Owner with a project that is complete in all respects as described in these Contract Documents. All items necessary or reasonably required are to be provided to produce a complete and operational project.

4. Construction Type and Design Minimums

The structures are to be Type V frame construction as permitted by Uniform Building Code, 1982 Edition. Interior surfaces shall be gypsum board or plaster finish on wood or metal studs or furring.

All housing shall meet as a minimum, as applicable, the design and construction quality established by "Minimum Property Standards for Multi-Family Housing" (H.U.D. #4910.1 & 4930.1), 1973 editions.

5. Examination of Site and Verification of Conditions

Contractor shall examine the site and acquaint himself with the conditions under which the work is to be carried out. Upon submitting his bid, he shall be held to have made such examination, and no allowance for extras will be allowed for any error or oversight resulting from the Contractor's unfamiliarity with the site or existing conditions. He shall obtain accurate field dimensions of all related areas, spaces, openings, levels, and items of adjacent work and, before commencing work, report to the Owner in writing all discrepancies between the Contract Documents and the actual field conditions.

Commencement of work shall constitute acceptance of all existing conditions affecting the work.

(Also see General Conditions Article 10, "Examination of Site.")

6. Additional Definition of Terms

a. Addendum (Addenda)

Clarification of, or revisions, additions or deletions to the Contract Documents, issued during the Bidding Period.

b. Approval

The approval by the Owner.

c. Change Order

A written document prepared by the Owner, authorizing additions, omissions, or changes in the work.

d. Project

The specific facility to be constructed under these Documents.

e. Contractor's Architect

The licensed Architect employed by the Contractor to prepare proposal documents and shop drawings and detailed specifications.

f. Shop Drawings

It is intended that the proposal drawings required under Information for Bidders, E.1., be expanded to become working drawings, complete and in sufficient detail for a comprehensive review by the Owner and to produce the intended work. These drawings shall include, but not be limited to site, grading, landscaping and utility plans and profiles, floor plans, elevations, cross-sections, interior elevations, schedules and details. These drawings shall comprehensively illustrate the Architectural, Structural, Mechanical, Electrical, and Site Engineering systems. These working drawings shall be called "Shop Drawings" for the purposes of this document. Contractor shall provide six copies of shop drawings for review and approval plus one set of structural calculations prepared and signed by a licensed Structural Engineer.

g. Detailed Specifications

The printed documents to be prepared by the Contractor for the Faculty Housing Project to be constructed under the Contract, which form a part of and complement the shop drawings, and which set forth, in detail, the conditions under which the work is to be performed. They shall be a written description of all materials, systems, and workmanship. Contractor shall provide six copies of detailed specifications for review and approval.

h. General Conditions

The legal and regulatory requirements of the Contract.

i. Special Conditions

Specific regulatory requirements which extend and amplify General Conditions.

j. Standard Drawings and Specifications

The drawings and specifications issued as standards by governmental agencies, trade associations, professional societies, and the like, which are incorporated into the performance specifications by reference.

k. Provide

The term "provide" as used herein shall mean "furnish and install."

l. Performance Specifications

The printed documents defining the criteria of materials and workmanship required as a minimum under this Contract.

m. Submittals

Detailed fabrication and setting drawings, samples, material lists, and manufacturer's equipment brochures setting forth in detail the work as it is to be performed by the Contractor.

Submittals shall be approved in writing by the Owner prior to fabrication or purchase of materials for the work.

n. Reasonably Required

The term "reasonably required" shall include those items which may not specifically be indicated or noted in these documents, but which can reasonably be assumed to be necessary to complete the work of a particular system.

7. Order of Precedence

The order of precedence set forth below will be used by the Owner to (1) define the intent and meaning of the Contract Documents; (2) resolve apparent inconsistencies in submittals and Contract Documents; (3) determine the adequacy and completeness of Contractor's submittals; (4) determine the acceptability of construction; and (5) determine entitlement to extra compensation:

- a. General Conditions
- b. Special Conditions or General Requirements. (Section 1A of the Performance Specifications).
- c. Addenda and Change Orders.
- d. Design Criteria (Program and Performance Specifications) and "Schedule of Drawings."
- e. Standard Specifications.
- f. Standard Drawings.
- g. Contractor's Technical Proposal.
- h. Detailed Specifications (as approved).
- i. Shop Drawings (as approved).
- j. Submittals (as approved).

Note: Contractor may take exception in his technical proposal, to non-mandatory requirements of the design criteria, provided that such exception is specifically noted. However, any exception not so noted shall not be valid in the detailed specifications, shop drawings, or submittals without prior approval of the Owner.

8. Codes, Standards and Regulations

- a. Code and standard specifications incorporated by reference shall be those of the latest edition at the time of receiving bids, unless otherwise specified.

- b. All design and construction shall comply with applicable laws, ordinances, rules, and regulations of the State of California, California OSHA Regulations and others, including:
- (1) Uniform Building Code, Uniform Plumbing Code, 1982.
 - (2) Applicable portions of the California Administrative Code (C.A.C.), Title 8 (Industrial Relations), Title 17 (Public Health), Title 19 (Public Health), and Title 24 (Building Standards), including Article 5, Section T25-1094, Energy Insulation Standards.
 - (3) Specific codes applying to work as specifically referenced in other sections, such as Minimum Property Standards for Multi-Family Housing, H.U.D. 4910.1 and 4930.1, 4940.2, 1973 and 4940.3, 1972.
 - (4) NFPA 101, Life Safety Code, 1977 Edition, and NFPA Fire Protection Handbook, latest edition.

c. Site Development Requirements for Access of the Physically Handicapped

The project shall be designed in conformance with California Administrative Code, Title 24, §2-7101(a) and §2-7102 through §2-7104.

d. State Fire Marshal

Prior to the preparation of shop drawings and detailed specifications the Contractor shall provide the Owner with 2 copies of the technical proposal for the review and approval of the State Fire Marshal for compliance with Title 19, California Administrative Code. Liaison with the State Fire Marshal shall be through the Owner.

Contractor shall incorporate any modifications required in the shop drawings and detailed specifications without additional cost to the Owner. The provision of such assistance by University shall not relieve the Contractor from the responsibility of complying with the substantive requirements of the enforcing authority or entitle the Contractor to any time extensions for all or any part of the period of review and approval.

9. Shop Drawings

Within 60 days of recordation of the Contract, the Contractor shall submit to the Owner for approval complete shop drawings and detailed specifications necessary to complete the project, including shop drawings and detailed specifications for site layout, utilities and

landscaping. It is required that these drawings and specification be prepared by a registered architect, or under his supervision, and shall be signed or sealed by the architect (and engineer, if required) responsible for the preparation thereof. Provide Owner with 1 copy of structural calculations signed by a registered Structural Engineer and drainage calculations signed by a registered Civil Engineer. Refer to Division 2 and Division 15 for plan and profile requirements for storm drains, water and sewer lines.

The shop drawings and detailed specifications shall set forth in detail all work necessary for the acceptable completion of the project including the materials, workmanship, finishes, and equipment required for the architectural, mechanical, electrical, and site work shown, described or implied by the Technical Proposal. The drawings and specifications shall comply with all applicable state and industry codes, ordinances, and regulations.

The Owner will promptly review the shop drawings and detailed specifications and return them with any corrections noted. The Contractor shall promptly make the necessary revisions to the original and return them to the Owner for approval. Such review does not constitute approval or acceptance of any variations from the Contract Documents unless such variations have been specifically pointed out in writing by the Contractor and specifically approved in writing by the Owner.

10. Approvals Prior to Construction

Review and approval of all shop drawings and detailed specifications must be obtained from the Owner before start of construction. However, the Owner will accept a design submission for site development, and if found satisfactory, allow the Contractor to proceed with earthwork and other elements of site development while final plans and specifications for total work are being completed. The Owner may, in his sole discretion, accept a design submission for other construction work and if found satisfactory, allow the Contractor to proceed with such work while shop drawings and detailed specifications for the entire project are being completed. The responsibility for a totally integrated design in accordance with the Contract Documents will remain with the Contractor and such interim Notices to Proceed will not relieve the Contractor from that responsibility or entitle the Contractor to extra compensation should the work performed pursuant to such Notices not be fully coordinated with work necessary to comply with the Contract Documents.

11. Layout of the Work

The Contractor shall employ, at his own expense, a Registered Civil Engineer or Licensed Land Surveyor approved by the Owner to lay out the work of the project, and to establish all reference points and

elevations required for the construction. The Owner's Office of Facilities Management has on file all information which identifies the bench marks and monuments which are to be used for control of the work. All stakes or other reference points set for the construction shall be set in accordance with said bench marks and monuments.

The Owner reserves the right to check the location and elevation of such stakes and reference points and/or to check work constructed from such stakes or reference points, and any work which is not correctly located shall be rejected.

12. *Divisions of the Performance Specifications*

The performance specifications are divided for convenience into sections as set forth in the Index. The actual limitation of work in the various trades and/or sections of the specifications are the responsibility of the Contractor.

13. Oral Modifications

No oral statement of any person shall be allowed in any manner to modify any of the Contract provisions. Changes will be made only on written authorization of the Owner except in an emergency endangering life or property.

14. Transmittal

Any notice from one party to the other under the Contract shall be in writing, and shall be dated and signed by the party giving such notice, or by duly authorized representative of such party.

15. Correspondence

A correspondence memo will be prepared by the Owner at the commencement of work showing routing, number of copies, and addresses for all correspondence.

16. Change Orders

The following procedures will be followed in processing Change Orders:

- a. Owner prepares change order proposal (price request).
- b. Original and 2 copies sent directly to Contractor.
- c. The Contractor shall submit 3 copies of cost breakdowns (price proposal) to the Owner.
- d. If approved by the Owner (items involving cost additions or deductions), the Owner will prepare standard Change Order form, and return to the Contractor for signature.

- e. Contractor will return all copies to UCSB for formal distribution.
- f. If approved by the Owner, "priority work items" may be pursued by the Contractor upon receipt of a field order issued by UCSB to be followed up by a routine change order.
- g. Contractor shall not proceed with any changes or additions to the work without written authorization from the Owner in the form of a Change Order or Field Order.

17. Owner's Approval

Approval of the work in part or as a whole by the Owner shall not relieve the Contractor of the responsibility for such compliance with the requirements of the Contract Documents. Such approvals may be withdrawn at any time that subsequent examination reveals that apparently satisfactory work is, in fact, either defective or otherwise fails to comply. Such work from which approval has been withdrawn shall be replaced or re-executed in accordance with the Contract, at no expense to the Owner.

18. Standard Specifications

Standard specifications, such as HUD, ASTM, ANSI, AASHTO, AWWA, AISC, Commercial Standards, Federal Specifications, NBFU, EMA, UL, and the like, incorporated in the requirements by reference, shall be those of the latest edition at the time of receiving bids, unless otherwise specified. Manufacturers, producers, and their agents of materials required shall have such specifications available for reference.

19. Materials

Unless otherwise specifically provided elsewhere in the specification, all materials, equipment, and articles incorporated in the work shall be first grade, new, and delivered (where practicable) to the job in original containers or cartons. Each article of equipment specified shall be the latest product as listed in printed catalog data of latest date, and shall be the standard product of a single manufacturer.

20. Workmanship

All work under all sections shall be performed in strict accordance with the highest standards of practice related to the trades involved, and shall be complete and properly coordinated with all work adjacent or related to it.

21. Delivery and Storage

When delivered and before installation, all materials shall be stored under cover and kept dry. All materials shall be provided with protection as required to prevent damage. All surfaces shall be kept clean and free from dirt and stains.

22. Protection of Soil

The Contractor shall insure that no foreign material or liquid such as paint, plastering materials, oil, turpentine, acid, or the like be allowed to be deposited on any soil within the "Limit of Work" areas. Should any such poisoning of the soil occur, the Contractor shall remove said soil as directed by the Architect, and replace it with acceptable fresh soil at no expense to the Owner. ✓

23. Protection of Work in Place

All surfaces, structural or finish, which are exposed to view in the completed building, and all items of equipment shall be completely protected from damage during the construction phase by the Contractor, who shall take all necessary precautions to insure that the project is turned over to the Owner entirely free from scratches, abrasions, dents, drips, gouges, stains, water marks, paint or oil runs, or similar types of damage. Wherever such damage does occur, and before the final inspection of the building by the Owner, the Contractor shall, at no expense to the Owner and under the direction of the Owner, completely remove the damaged work and replace it in conformance with Contract Documents. All methods of protection shall be selected by the Contractor. Protection shall be maintained by the Contractor, and in good condition, until each element so protected is ready for the next phase of the work, or until it is being prepared for final cleaning. All protection shall be carefully removed so as to cause no damage to the protected element or area.

24. Cleaning

Contractor shall clean up the project and construction area weekly and dispose of all debris off campus at a legal disposal station. At the completion of the work, the Contractor shall remove from the buildings and job site all remaining debris, tools, scaffolding, and surplus materials, clean all glass surfaces, and shall leave all areas "broom clean," unless specified otherwise elsewhere herein. (Also see General Conditions, Article 13, "Cleaning Up.")

25. Cutting and Patching

The Contractor shall be responsible for the coordination and final results of all cutting and patching. Cutting shall be done neatly. Patching shall be of the same material and workmanship as the

surrounding finish so that in the final results the patch is not visible. Where pipes, ducts, or other elements are required to pass through or otherwise interfere with the structure, or where notching, boring, cutting, or patching of the structure is necessary, the work shall be done only after the Owner's approval has been obtained. (Also see General Conditions, Article 14, "Cutting, Patching and Digging.")

26. Safety Hats

The Contractor shall be responsible for enforcing the requirement that safety hats be worn by all persons on the job site at all times, and he shall provide adequate signs at appropriate locations throughout the job site setting forth this requirement. In addition, he shall provide an adequate number of safety hats for the use of authorized visitors, and shall be responsible for the distribution thereof before allowing any visitor to enter the job site.

27. Fire Protection

The Contractor shall provide adequate fire extinguishers on the premises during the course of the construction period, of the type and size as recommended by the National Board of Fire Underwriters and California OSHA, to control fires resulting from the particular work being performed, and he shall instruct his employees in their use. All extinguishers shall be placed in the immediate vicinity of the work being performed, ready for instant use.

28. Powder Actuated Anchors and Blasting

Powder actuated anchors and fasteners may be used as approved, and where directed by the Owner. Blasting of any description is strictly prohibited on any portion of the work of this Contract.

29. Job Meetings

The weekly time and day of job meetings shall be mutually agreed upon by all parties concerned and once determined, job meetings shall be held every week on the same day and at the same time. The job meetings shall be under the direction of the Owner.

30. Daily Reports

The Contractor shall prepare a Daily Report for every working day, giving brief particulars of work accomplished, and number of all workmen employed, by trade. One (1) copy of the report shall be delivered to the Owner's field representative at the site by 3:15 p.m. on the same day covered by the report.

31. Copies of Documents

The Contractor will be furnished with a sufficient number of complete sets of all Contract Documents for his requirements.

32. Manufacturers

Manufacturers' names or trade names are listed for the purpose of establishing the standards of quality and utility required. Items of manufacturers other than those listed may be submitted to the Architect for his approval, provided they are of equal quality, design, materials, and finish, and fulfill in every respect the requirements of the item or product listed. ✓

33. Submittal Drawings, Equipment, and Material Submittals

Prior to submittal, the Contractor shall check the submittal drawings thoroughly to ascertain that they comply in detail with the Contract Documents, and that dimensions are shown and checked to fit available space. The Contractor shall stamp the drawings that the above has been complied with, with his firm's name, date and approval noted. Drawings received from the contractor without this stamp will be returned disapproved. All drawings shall be 8½" x 11", or 30" x 36".

34. Substitutions

Wherever catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with a designated material, product, thing, or service mentioned in these specifications, they are used to establish the standards of quality, appearance, and utility required. Substitutions which are equal in quality, utility, and appearance to those specified will be approved, subject to the following provisions:

- a. All substitutions must be approved by the Owner in writing. For this purpose, the Contractor shall submit to the Owner, within the time prescribed by the Owner, which in no event shall be more than 60 calendar days after recording of the Contract, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature or other described detailed information as will demonstrate to the Owner that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list.
- b. That Owner will approve, in writing, such proposed substitutions as are, in his opinion, equal in quality and utility to the items or materials specified. Such approval shall not relieve the Contractor from complying with the requirements of the Contract Documents, and the Contractor shall be responsible at

his own expense for any changes resulting from his proposed substitutions which affect other parts of his own work or the work of other contractors.

- c. Failure of the Contractor to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by the Owner of any substitutions otherwise proposed.
- d. Wherever catalog numbers and specific brands or trade names not followed by the designation "or equal" are used in conjunction with a designated material product, thing, or service mentioned in these specifications, no substitutions will be approved.

35. Testing and Test Reports

a. Testing

The following schedule applies to costs of testing of any items or materials furnished under the contract:

- (1) The Owner determines the necessary tests, selects the testing agency or engineer, and pays for the costs of tests, test reports and applicable test costs for:
 - (a) Concrete and steel (structural, reinforcing, and miscellaneous) tests.
 - (b) Soils compaction and other sitework tests.
 - (c) Quality control tests, as may be specified or determined.
- (2) The Contractor pays for the cost of tests, test reports and applicable test costs that:
 - (a) Fail to meet the requirements of the specifications.
 - (b) Require retesting to produce conformance with the specifications.
 - (c) Are necessary to substantiate quality or performance of substituted item.

b. Test Reports

Testing Agency will provide copies of all test reports required as follows: 3 copies to Owner; 2 to Contractor.

36. As-Built Drawings

The Contractor shall be responsible for the maintenance and completion of as-built drawings, and the following procedure shall be strictly adhered to:

- a. In the Owner's job construction office, there will be one complete set of blueline prints of the project shop drawings and detailed specifications which shall be kept there by the Contractor and in good condition until the completion of the project.
- b. As the work progresses, a complete and accurate notation of all deviations from the drawings and specifications shall be recorded thereon by the Contractor. Such indications shall be neatly made and kept current. Where exact locations are critical, such as in the case of buried piping or conduit, said locations--both horizontal and vertical--shall be dimensioned.
- c. The Contractor shall not request that inspection be made of any work which has been installed in locations contrary to the drawings until such deviations are properly noted on the as-built drawings by the Contractor.
- d. The importance of keeping the as-built drawings accurate, neat and current cannot be overemphasized. The Owner may, if he deems it necessary, hold up approval of periodic requests for payment if in his judgment the provisions of this section are not strictly adhered to. All such requests for payment will be approved immediately, assuming all other requirements of the contract are satisfied, upon satisfactory current completion of the as-built drawings.
- e. At the completion of the project, and before the final request for payment is made and the Owner's approval obtained, the as-built drawings shall be completed by the Contractor. All of the indications on the prints shall then be transferred to Mylar reproductions of the working drawings by the Contractor which shall be delivered to the Owner.
- f. Approval by the Owner the Contractor's final request for payment shall be contingent on the satisfactory completion and delivery of the as-built drawings.
- g. All as-built indications shall be made on the reproductions by an experienced draftsman.

37. Prerequisites to Final Payment

The Contractor shall satisfactorily fulfill all of the following requirements of the Contract before making request for final payment:

- a. Complete and receive Owner's approval of all phases of the construction.
- b. Deliver to the Owner and receive his written approval of the following:
 - (1) Written guarantees
 - (2) As-Built Drawings (original tracings or Mylar reproductions)
 - (3) Record of all inspections and tests
 - (4) File of all Operation and Maintenance Manuals

38. General Guarantee

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any patent defects in the work and reimburse the Owner for any damage to other work and consequential damages resulting therefrom which shall appear within a period of one year from the earlier of: the date of beneficial occupancy or final acceptance unless a longer guarantee period is specified in which event the Contractor will be obligated to correct and reimburse the owner for such longer periods. The Owner will give notice of observed defects with reasonable promptness.

Form of Guarantee

When required by the specifications, written guarantees shall be in the form of the following guarantee, on the Subcontractor's, Contractor's or Materials Supplier's own letterhead:

GUARANTEE FOR _____

We hereby guarantee that the _____ which we have installed in the Faculty Housing Project, University of California at Santa Barbara, California, has been done in accordance with the drawings and specifications and that the work as installed will fulfill the requirements of the guarantee included in the speci-

fications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of _____ years from date of acceptance of the above-mentioned facility by The Regents of the University of California, ordinary wear and tear and unusual abuse or neglect excepted. We shall reimburse The Regents for any consequential damages sustained as a result of defects in materials or workmanship including costs incurred to loss of use of the facilities or equipment.

In the event of our failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but in no event longer than 30 days after being notified in writing by The Regents of the University of California, we, collectively or separately, do hereby authorize The Regents of the University of California to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefor upon demand.

Signed _____
(Sub-Contractor)

Countersigned _____
(Contractor)

Local Representative to be contacted for service:

Name: _____

Address: _____

Telephone No.: _____

Any guarantee form that has not been copied identically as above form and on letterhead will not be accepted.

39. Temporary Facilities

a. Protection and Fencing

The Contractor shall provide and maintain all necessary fencing, barricades, guard rails, bridges, warning signs, lights, and the like, as are necessary to provide security and protect personnel and authorized visitors to the project site, all in accordance with all applicable safety codes.

b. Field Office

The Contractor shall provide and maintain at the site for the entire construction period, a temporary field office adequate for the proper administration of this work. Costs of the field office shall be borne by the Contractor.

c. Parking

Cars and trucks belonging to the Contractor and persons or firms with whom he is doing business shall be parked within the project area. The Contractor shall exercise complete control over all vehicles entering upon the site of the work, shall designate appropriate parking areas within the construction area, and be responsible for the maintenance thereof and under no circumstances encroach on parking areas or streets of adjoining areas, or Devereux School property.

d. Safety

The Contractor shall comply with the State of California, Department of Industrial Relations, Construction Safety Orders and California OSHA. Care shall be taken that floor and roof openings are always guarded. Scaffolding shall be immediately removed when no longer needed.

The security and safety of the scaffolding, ladders, ramps, temporary stairs, etc., shall be the responsibility of the Contractor. Hoists shall be operated only by trained operators. All such equipment shall meet all applicable Safety Code requirements.

e. Temporary Toilet Facilities

The Contractor shall install and maintain in a sanitary condition suitable toilets for use of workmen. These toilets shall be placed in a location approved by the Owner.

There shall be a minimum of 1 toilet for each multiple of 20 Contractor's employees, or fractional part thereof, working at the job site.

f. Drinking Water

The Contractor shall provide clean, sanitary, and adequate drinking water facilities for the entire period of construction.

g. Weather Protection

The Contractor shall at all times protect the excavation and trenches from damage by rain water, spring water, or backing up of drains or sewers. He shall provide pumps and equipment and enclosures to provide this protection. The building structures and interior finishes and furnishings shall be protected by the Contractor from rain, dew, wind, and all other elements of the weather during periods when the roof areas are unprotected by roofing, and when breaches are present in the exterior walls. Such areas shall be covered with weathertight tarpaulins firmly secured or by other approved methods.

h. Signboards

No advertising matter shall be attached or painted on surfaces of buildings, fences, barricades, or canopies. The Contractor may furnish and erect a signboard approved by the University described as follows:

- a. Project identification sign indicating "UCSB Faculty Housing Project," Contractor, Contractor's Architect, Subcontractors, 6' x 8'.

i. Temporary Water and Power

The Contractor shall provide and pay for temporary water and power as required for this project and shall furnish all meters, distribution lines, wiring, fittings, valves and other appurtenances. All water used for construction purposes shall be metered and shall be separated from the domestic water supply by a backflow preventor approved by the Campus Environmental Health and Safety Office. Electrical power is not available from University sources. Water from University sources shall not be used for compacting soil.

j. Removal of Temporary Construction

At the completion of the work, the Contractor shall remove from the site all temporary construction resulting from the work, cap all temporary utility lines, and shall leave the site clean and free from debris, materials, or equipment.

- k. The Contractor shall provide, pay for, and maintain in working condition a telephone for the exclusive use of the Owner's on-site representative and a telephone for the Contractor's use.

40. General Conditions

The General Conditions of the Contract and this section of the Performance Specifications apply to each subsequent division of the Performance Specifications.

DIVISION 2:
SITEWORK

A. Earthwork

1. Soils Investigation Report

The records of investigations of soil or subsurface conditions and logs of test borings which are made available by the Owner are not part of the contract and are solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

The availability or use of the records of investigations of soil or subsurface conditions and/or logs of test borings:

- a. Shall not be construed as a waiver of the contractor's duty to examine the site of the work contemplated and the contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to the subsurface conditions to be encountered in the performance of the work.
- b. Will not relieve the contractor from the risk of unanticipated soil or subsurface conditions or from properly fulfilling the terms of the contract at the proposal price.

If subsurface conditions are encountered which differ from those anticipated, the Contractor's architect shall revise design details, depth of excavations, footing elevations and the like as necessary to meet actual conditions at no increase in Contract amount.

2. Soils Testing

Earthwork shall be subject to field inspection and testing by a testing agency or engineer who will report to the Owner. The Contractor shall conduct his operations to permit tests to be made without interference from his forces and equipment.

When tests indicate that the density of any layer of fill or portion thereof is below the specified density, such layer or portion shall

be rejected until such time that corrective measures are taken necessary to comply with the Contract Documents. It shall be the sole responsibility of the Contractor to achieve the specified degree of compaction.

3. Excavation

Pursuant to Labor Code Section 6707, the Contractor shall include in his base bid all costs incident to the provision of adequate sheeting, shoring, bracing, or equivalent method for the protection of life or limb, which shall conform to applicable federal, state and University safety orders.

Before beginning any excavation five feet or more in depth, the Contractor shall submit to the Owner a detailed plan showing a design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by registered civil or structural engineer whose name and registration number shall be indicated on the plan submitted to the Owner.

The Contractor shall not submit for approval a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

4. Dust Palliation

Throughout the entire contract period, the Contractor shall effectively dust-palliate the working area, roads used in the operation, and involved portions of the site. Such palliation shall consist of intermittent watering and sprinkling of such frequency as will satisfactorily lay the dust during all hours in which the work is being performed. Campus roads used for transportation of soil shall be cleaned every 5 working days during hauling operations.

5. Site Excavation and Embankment

a. General

(1) These specifications designate the requirements for performing all operations necessary to clear, grub, excavate, fill and construct embankments true to line and grade as shown on the Plans and herein specified. The work shall include the furnishing of all labor, materials, tools, and equipment necessary to complete all of the excavation and embankment as required.

(2) Relative compaction specified herein shall be a percentage of the maximum density at optimum moisture content as

determined by ASTM - D1557 Method C [5 layers - 25 blows per layer - 10 lb. rammer - 18" drop - 4" diameter - 1/30 cubic foot cylindrical mold].

b. Materials and Workmanship

(1) Clearing and Grubbing

All timber, logs, trees, brush, roots, vegetation, rubbish, debris and other deleterious material shall be removed from the entire area to be excavated or filled, and the materials so removed shall be disposed of at the expense of the Contractor. Stumps and large roots shall be removed to a minimum depth of 1' below surrounding natural grade, or 1' below finish grade, whichever is lower.

(2) Slopes

Excavation and embankment shall be finished with all slopes cut true and straight in conformity with the lines and grades shown on the Plans and/or directed by the Owner.

(3) Preparing Areas to be Filled

Following clearing and grubbing, the natural ground shall be plowed or scarified until the surface is free from ruts, hummocks, or other uneven features which would tend to prevent uniform compaction by the equipment to be used and to a depth sufficient to allow the fill material to bond to the natural ground.

(a) Where fills are made on hillsides or slopes having a slope greater than 10%, horizontal benches shall be cut into firm, undisturbed natural ground to provide a horizontal base on which to compact each later of the fill as it is placed. The initial bench at the toe of the fill shall be at least 10' in width. The width and frequency of succeeding benches shall be determined by the Owner and will vary with the soil conditions and the steepness of the slope.

(b) After the natural ground has been prepared as above specified, it shall be brought to the proper moisture content and compacted to minimum relative density of 90%.

(4) Fill Materials for Embankments

- (a) All material for embankment shall be obtained from off-campus sources and shall be free from vegetable matter and other deleterious materials and shall not contain rocks or other lumps greater in diameter than the compacted depth of the layer in which they are placed.
- (b) Only soils which contain at least 40% passing a No. 4 sieve are acceptable as fill material for embankments. Coarser materials shall be blended with finer materials, if necessary, to obtain a mixture that contains the minimum number of fines.

(5) Placing, Spreading and Compacting Fill Materials

Fill material shall be placed in even layers. The thickness of the layers shall not exceed that which can be thoroughly compacted to the specified density, but in no case shall the compacted thickness of a layer exceed 12". Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to insure uniformity of material and moisture throughout the layer. When the moisture content of the fill material is below the optimum or below that required for thorough bonding during the compacting process, water shall be added until the moisture content is near optimum. When the moisture content of the fill material is above optimum or above that necessary for proper compaction as determined by the architect, the fill material shall be aerated by blading and scarifying or other means until the moisture content is near optimum.

- (a) After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to minimum relative density of 90%. When the compacted layer thickness is greater than 6", compaction shall be accomplished with multiple-wheel, pneumatic-tired rolling equipment of such design and weight as required to obtain the specified minimum relative density, but having a total weight of not less than 35 tons.
- (b) When the compacted layer thickness is six (6) inches or less, compaction shall be accomplished with sheep-foot roller, multiple-wheel, pneumatic-tired rollers, or other types of compaction equipment, such vibratory equipment that is specially designed for certain soil types. Rollers shall be of such design that they will be able to compact the fill material to the specified density.

- (c) Rolling shall be accomplished while the fill material is at the specified moisture content. Rolling of each layer shall be continuous over its entire area and the rolling equipment shall make sufficient area and the rolling equipment shall make sufficient trips to insure that the specified minimum relative density has been obtained. Where sheepsfoot rollers are used, the soil may be distributed to a depth of several inches. Density tests shall be made in the compacted material below the disturbed surface.
- (d) Compaction tests shall be made by a laboratory selected by the Owner. The Contractor shall conduct his operations to permit the tests to be made without interference from his forces and equipment. When tests indicate that the density of any layer of fill or portion thereof is below the specified density, such layer or portion shall be reworked and retested until the specified density has been obtained.

(6) Special Compaction Requirements

- (a) The top 6" of subgrade under roads, parking areas and paths shall be non-expansive material and shall be compacted to 95% of maximum density.
- (b) The top 12" of areas to be landscaped shall be compacted to 80% density.

6. Trench Excavation and Backfill

All excavation and backfill required to install underground work shall be provided under this section unless specified elsewhere. Piping outside of the buildings shall be installed to a depth to the top of the pipe of not less than 30" below finish grade, unless otherwise specified. Do not backfill until after final inspection and approval. Backfill to a point 1' above top of pipes with select or imported sand free of rocks and hard lumps with 100% of the backfill material passing a 1/2" sieve and no more than 10% passing a number 200 sieve.

The material to 1' above the top of the pipe shall be compacted prior to backfilling above that point. Backfill material from 1' above top of pipe within building areas (i.e., all areas under or within 5' of any structural portions of a building) and under all concrete or asphaltic concrete shall be done with select materials as specified above. Backfill material not under structures or roadways above 12" above top of pipe shall be sandy soil or sandy loam with the following gradation:

<u>Sieve Size</u>	<u>Percentage Passing (By Weight)</u>
3 inch	100
2 inch	90 - 100
1 inch	80 - 100
No. 200	0 - 20

7. Seasonal Limits

No fill material shall be placed or spread if weather conditions increase the moisture content above permissible limits. When the work is interrupted by rain, fill operations shall not be permitted until field tests indicate that the moisture content and density of the fill are as previously specified.

8. Surplus Soil, Debris, and Borrow

- a. All surplus soil resulting from the excavation and grading work shall be disposed of off University property. All rubbish, brush and other deleterious materials shall be removed from the site and disposed of at a legal disposal area off Campus.
- b. Borrow material is not available on Campus.

9. Subgrade Under Slabs

- a. All previously placed fills and loose surface soils shall be removed, replaced, and recompact to 90%.
- b. The subgrade shall be brought to proper density. 4" of sand shall be placed beneath all concrete floor slabs where less than that exists.
- c. After trenching for footings and before work for concrete is complete, a waterproofing membrane of 6 mil polyethylene sheet shall be carefully placed on the prepared subgrade. Joints in the membrane shall be lapped a minimum of 12" and fully taped. Where piping of other elements of the work projects through the membrane, the intersections shall be fully taped.
- d. A 2" layer of clean screened sand shall be placed evenly over the membrane. Moisten sand until firm. Care shall be taken during the entire operation to avoid damaging the membrane in any way.
- e. The prepared sand surface shall then be protected, so as not to be displaced, and so that the membrane will not be damaged when the concrete has been placed.

10. Existing Roads and Utilities

All roads, utilities or other improvements which are removed, damaged or destroyed during the course of the work shall be promptly repaired or replaced by the Contractor. Contractor shall investigate location of existing utilities prior to trenching for utility connections.

8. Grading and Drainage

1. Minimum Design Criteria

- a. Provide positive surface drainage away from buildings 2.5% minimum to collector pipe or paved surface. Roof drainage shall be discharged directly to collector pipes or paved surfaces and shall not be discharged into landscaped areas. Concentrated run off shall be piped under sidewalks. Ponding anywhere on the site is not acceptable.
- b. Design of site drainage shall be by the rational method using a 10-year storm frequency.
- c. The storm drainage system shall be properly coordinated with surrounding properties to insure that run-off does not cause damage to other properties. Storm drains and culverts shall have a minimum diameter of 12". Smaller pipe sizes (4" minimum) may be used for small area drains where length of pipe does not exceed 50'. Inlets shall be hydraulically designed to admit design quantities.
- d. Minimum grades for surface drainage shall be 1% for paved surfaces and 2% for unpaved and landscaped area. Maximum length of unpaved surface drainage to a paved surface or storm drain shall not exceed 200'.
- e. Cut and fill slopes shall be no steeper than 2:1.
- f. Underground storm drainage collection and disposal systems shall be designed to provide a minimum flow velocity of 3.0 fps when flowing 1/2 full. Design gravity pipes to flow full, without surcharge, for a 10-year storm frequency.
- g. Storm drainage shall be carried in pipes and/or paved swales to existing drainage channels. Rip-rap energy dissipators are required at each discharge point.
- h. Top soil shall be stripped from building and road sites and stockpiled for reuse in final landscaping if otherwise acceptable per Section 2.D Landscaping.
- i. As part of the Shop Drawings, the Contractor shall prepare drawings for the finish grading at scale of 1" = 20' with a con-

four interval of 1' or less. All drainage swales and ditches shall be provided with controlling invert elevations at the beginning and around all grade breaks, including drainage swales around all buildings. Profiles of all underground storm drains shall be provided as well as details of all storm drain structures. Scales for profile shall be 1" = 40' horizontal and 1" = 6' (or less) vertical. Shop Drawings for grading and drainage shall be prepared by a Registered Civil Engineer.

j. Inlet and grating areas in sumps shall be oversized 100%.

2. Materials and Construction

a. Drainage materials and construction shall be furnished and installed in accordance with the applicable Standard Specifications and Drawings of the County of Santa Barbara.

b. Pipe shall be either reinforced concrete pipe or asbestos cement gravity drainage pipe in sizes 8" and larger. ABS or PVC pipe may be used for smaller sizes.

C. Vernal Pools

The Contractor shall include in his Cost Proposal funds in the amount of Five Thousand Dollars (\$5,000), not including overhead and profit, for direct costs to construct vernal pools which shall be located on the University's Coal Oil Point Reserve, West Campus. Work shall be performed as directed by the University. If the total direct costs are more or less than Five Thousand Dollars (\$5,000) an appropriate adjustment in the contract price shall be made.

D. Streets, Parking Areas and Walkways

1. Minimum Design Criteria

	Streets	Parking Areas	Walks
Longitudinal grade Min./Max. (1)	0.5%/5%	2%/5%	0%/5%
Paving Material	Asphalt	Asphalt	Concrete
Paving Material Thickness (3)	3"	2"	3-1/2" (3)
Base Course Thickness	6"	6"	0

a. Notes

- (1) Provide minimum transverse slope of 1.5%.
- (2) Where walkways are to also serve as fire lanes, increase thickness to 5½".

Streets and parking areas should be utilized to carry storm water where practical. Streets shall have a crown section. Parking areas may use crown, cross slope or inverted crown. If inverted crown section is used, provide 3' wide x 6" thick concrete swale along invert.

Parking stalls shall be 8.5' x 18'. Vary stall depth and aisle width for angle parking to provide least area necessary.

On-street parking is permitted. Off-street parking preferred.

2. Materials and Construction

- a. Asphalt Concrete shall be furnished and installed in accordance with Section 39 of the Standard Specifications of the California Department of Transportation, latest edition, and shall be Type "B", ½" maximum, medium grading. AR4000 penetration for streets and AR8000 for parking. Prime coat is not required on base material. Fog seal surface prior to striping.
- b. Base material shall be furnished and installed in accordance with Section 26 of the Standard Specifications of the California Department of Transportation, latest edition, and shall be Class 2 Aggregate Base, with ¾" maximum size aggregate.
- c. Curb and gutter, asphalt berm, concrete cross-gutters, pavement striping and traffic control signs shall be constructed in accordance with the applicable Standard Specifications and Drawings of the County of Santa Barbara.

E. Landscaping

1. Minimum Design Criteria

Landscape planting design shall consider selection of plant materials that will be easily maintained and require low water use. Ground cover and vegetation shall be designed to minimize erosion. All planting, trees, lawn and ground cover to be provided shall be of varieties having compatibility with existing soils and existing new topsoil. Sizes of plants selected should be adequate to give some immediate effect and to assure their survival. All plants shall be guaranteed through one growing season.

2. Consultants

The Contractor shall engage the services of a qualified agronomist to study the suitability of the soils to be used in landscape work and recommend the soil amendments, fertilizer applications and any other measures necessary to assure that plantings will survive. Such soil amendments and other measures shall be supplied and installed by the Contractor in accordance with those recommendations.

In addition, the Contractor shall engage the services of a registered Landscape Architect to develop an appropriate landscape and irrigation plan for the site.

3. Plant Materials

a. Plans

Plants shall be in accordance with the California State Regulations for Nursery Inspection of Rules and Grading. All plants shall have a normal habit of growth and shall be sound, healthy and vigorous. All trees shall be capable of supporting themselves. All plants shall have vigorous and fibrous root systems which are not root bound.

b. Lawn Seed

Lawn seed shall be labeled and furnished in sealed containers with a statement from the vendor certifying each container is labeled in accordance with the California State Agricultural Code. Alta Fescue lawn seed shall be used.

4. Rototilling and Finish Grading

a. Rototilling

Rototill subgrade to a depth of 6" prior to placement of topsoil and soil conditioners.

b. Finish Grading

Contractor shall finish grade all areas with an even grade between walks, building walls, planters and hard surfaces. Grades shall be at an even slope along all swale areas.

5. Planting

a. Planting of Trees and Shrubs

Dig holes for trees a minimum of 24" greater in diameter than the diameter of the rootball on natural spread of roots and pro-

vide 12" under ball. Similarly dig holes for shrubs and vines a minimum of 12" greater than the rootball. Allow minimum of 6" under all plant balls. Stake all trees with 2" x 2" x 9' redwood stakes.

b. Setting Plants

(1) Positioning

Each tree and shrub shall be set plumb and level.

(2) Plant Tablets

Plant tablets shall be placed in each planting hole at the following rate.

1-5 gram tablet per liner and flat size plant.

1-21 gram tablet per 1 gallon container.

3-21 gram tablets per 5 gallon container.

4-21 gram tablets per 15 gallon container.

c. Planting Lawn

After finish grading and soil preparation, the lawn areas shall be raked and floated leaving an approved smooth surface. Seed shall be thoroughly mixed and evenly broadcast over the entire lawn area at the rate of 7 lbs. per 1,000 square feet with approved equipment.

d. Planting Groundcover

Groundcover plants shall be rooted cuttings grown in flats, and shall remain in those flats until transplanting. Planting areas to be thoroughly pre-moistened. All groundcover plants to be planted sufficiently deep to cover all roots. Groundcover shall be sprinkled after planting until the area is soaked to the full depths of all holes.

e. Erosion Control Matting

Slopes steeper than 2.5:1 shall be protected with erosion control matting.

6. Maintenance

a. Maintenance of Lawn Areas

Maintenance of lawn areas includes proper watering, fertilizing, mulching, cutting, rolling, pest and disease control, re-seeding and other functions necessary to bring the turf, at final inspection, to a healthy, vigorous growing lawn. Maintenance will continue until all lawn areas have a complete covering established close stand of grass, acceptable to the Owner.

b. Maintenance of Plant Material

Maintenance of plant material includes proper watering, pruning, staking, weeding, pest and disease control, fertilizing, plant replacement and other necessary functions to bring all plant materials to a vigorous healthy growing condition at the time of lawn acceptance and final inspection.

c. Mow Strips

Provide 6" mow strips for the complete perimeter of lawn areas.

7. Irrigation

Complete automatic, electrically controlled irrigation system--Griswald, Buckner, Rainbird, or equal--shall be provided for all planted areas. System shall be designed to provide complete coverage with minimum maintenance. Irrigation systems shall be designed to prevent overspray of walks or structures. Irrigation system shall be metered. Water pressures for design are approximately 80 pounds per square inch.

a. Earthwork

Earthwork shall be in accordance with Section 2A of these specifications except that depth of cover shall be as follows:

- (1) 18" over pressure main lines.
- (2) 12" over non-pressure lateral lines supplying oscillating heads, shrub and pop-up heads.
- (3) 15" over lines to rotary pop-up heads.

b. Pipe Lines and Fittings

- (1) All pressure supply lines shall be Class 315 Polyvinyl Chloride (PVC) pipe 1120/1220.

(2) Non-pressure lines and fittings

- (a) Pipe shall be Class 200 PVC Pipe 1120/1220.
- (b) Fittings shall be standard weight Schedule 40 PVC Type II.
- (c) Solvent fusion welding compound for pipe shall be as recommended by the manufacturer for pipe and fittings.
- (d) Plastic pipe shall be extruded from 100% Virgin PVC per ASTM specification D-1784-60-T.
- (e) Risers shall be Schedule 40 PVC or red brass.

c. Valves and Controls

Gate valves, manual and/or automatic control valves and control wiring shall be furnished and installed in accordance with Standard Specifications and Drawings of the County of Santa Barbara.

d. Backflow Preventer and Meter

A reduced pressure type backflow preventer and meter shall be installed at each connection of the irrigation system to domestic water lines. The backflow preventer shall have two spring-loaded vertical check valves and spring-loaded diaphragm actuated, differential pressure relief valve, bronze body, all parts made of corrosion resistant materials and two gate valves at each end. Unit shall have screwed connections.

e. Irrigation Heads

Pop-up adjustable bronze type heads shall be used for all small lawn areas. Fixed adjustable bronze type shrub heads on flex risers shall be used for groundcover areas. No plastic fixed-spray heads is permitted. Locate shrub heads 12" above grade. Provide 12" clear from shrub head to walkway.

f. Hose Bibbs

Brass loose-key hose bibb in concrete box.

g. Pressure Test

All pressure lines shall be tested under hydrostatic pressure for 4 hours at 125 pounds per square inch and be proven water-tight. Notify Owner 48 hours prior to testing.

h. Coverage Tests

When the sprinkler system is completed, the Contractor shall perform, in the present of the Owner, a coverage test to determine if the water coverage of lawn and planting areas is complete and adequate. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage disclosed.

8. Site Development Requirements for Access of the Physically Handicapped

The project shall be designed in conformance with California Administrative Code, Title 24, §2-7101 (a), and §2-7102 through §2-7104.

9. As Built Map

The Contractor shall supply the Owner, on completion of installation, an "As Built" map showing all sub-surface utilities, prepared as follows:

The "As Built" map shall be drawn to a 1" = 20' scale. The map shall show by triangulated dimensions, from established objects (e.g., walks, building corners, etc.) the location of all remote control valves, automatic controllers, gate valves, check valves, and irrigation lines. The map shall be in ink on erasable type Mylar material and shall be approved by the Contractor's Landscape Architect.

10. Construction Water

Water required for compaction soils or dust control shall be obtained by the Contractor from off-campus sources. —

DIVISION 3:

CONCRETE

A. Concrete

1. Requirements

Standard Specifications

Conform to "Suggested Specification for Plain and Reinforced Concrete," ST 106, issued by Portland Cement Association, 33 W. Grand Avenue, Chicago 60610, Illinois, for conventional reinforced heavy aggregate concrete.

2. Concrete Materials

a. Portland Cement: Per ASTM C-150, Type V.

b. Aggregates: Conforming to ASTM C-33.

3. Strength

Concrete shall have a compressive strength, at 28 days, of at least the design strength required by codes and standards above but not less than 2,000 pounds per square inch.

4. Testing

Cylinder tests for ASTM C-31: 1 set of 3 cylinders per 75 cubic yards or 1 day's pour, whichever is less:

5. Vibration

Employ mechanical vibrators supplemented by hand spading.

6. Expansion Joints, in Earth-Supported Slabs

Approved type pre-moulded asphalt expansion joint material $\frac{1}{2}$ " thick, depth as required to bring top to within $\frac{1}{2}$ " of surface. Fill remainder of space with approved mastic sealing compound, except in sidewalk.

Provide, in the following locations:

a. Wherever exterior slabs abut vertical surfaces.

b. Not more than 20' O.C. on walks and drives.

7. Construction Joints

Conform to standard specifications.

8. Finish

a. Voids and Gravel Pockets

Repair, as directed, wherever, in Owner's opinion, it is necessary.

b. Non-Slip Broom Finish

Float with wood or carpet float to true surfaces, tolerance $\frac{1}{4}$ " in 10'. Leave slightly roughened surface, round edges to $\frac{1}{2}$ " radius. Provide for exterior drives, walks, steps and patios, perpendicular to traffic direction.

c. Steel Troweled Finish

Tolerance $\frac{1}{4}$ " in 10'.

d. Other finishes: As approved by Owner.

9. Slope to Drains

True to line, evenly graded, 3/16" per foot unless noted otherwise. Slope exterior slabs away from building.

10. Defective Work

Remove and replace, when directed by the Owner, loose topping, slabs which show excessive shrinkage cracks, and any slabs which do not drain properly.

11. Slab Protection

Protect slabs from damage and staining during construction.

12. Curing Concrete

All building and court concrete, cure in accordance with standard specifications supplemented as follows:

a. Flooding or fine mist spray for 7 days minimum.

b. Cover with 1" inch of wet sand; keep moist for 7 days.

c. Cover with reinforced Kraft Paper, or 4 mil Visqueen; joints sealed for 7 days.

- d. Curing compound applied per manufacturer's instructions, compatible with floor coverings, and adhesives. No curing compound on court concrete to be color coated.

B. Concrete Reinforcement

1. Materials

a. Bars

Building Code requirements for reinforced concrete and ASTM A-15.

b. Mesh

Cold drawn steel wire, ASTM Specification A195, current edition.

c. Accessories

Conform to CRSI "Manual of Standard Practice for Reinforced Concrete Construction," current edition.

C. Lightweight Insulating Concrete

1. Extent of Work

As required.

2. Materials

- a. Portland Cement shall conform to ASTM standards C150 or C175, and may be Types I, II, or III.

- b. Foaming agent shall be Elastizell foam, National-Crete foam, or equal.

- c. 4 x 4-14/14 self-furring wire mesh reinforcing.

- d. Moisture Barrier: Kraft building paper.

3. Mix Design

- a. 1,500 pounds per square inch, and maximum of 110 PCF. Provide mix design for approval by Owner.

4. Application

- a. Per requirements of the Cellular Concrete Association.
- b. Provide preformed metal expansion joints at locations recommended by manufacturer of foam.

5. Testing

Cylinder tests per ASTM. 1 set of 3 cylinders per 30 cubic yards, or 1 day's pour, whichever is less.

DIVISION 4:

MASONRY

A. Masonry

1. Extent of Work

As required.

2. Materials

Conform to ASTM C-67. Test to show ASTM 67 effect that masonry rating is of "no efflorescence" type, where masonry will be exposed.

3. Methods

- a. Fill masonry with grout as required for structural stability.
- b. Reinforce with vertical rods and dowel and horizontal wire strips per Uniform Building Code requirements.

DIVISION 5:

METALS

A. Metals (Structural & Miscellaneous)

1. Materials and Finish

- a. All ferrous metal exposed to view or moisture, heavy hot dip galvanized in accordance with the requirements of ASTM Specification A153-60. All non-threaded items shall have 2 lbs. of galvanized per square foot of material.
- b. Exterior gratings to be galvanized.
- c. Structural steel - Conform to ASTM A36-62T.

2. Dissimilar Metals: Aluminum in contact with concrete or materials of dissimilar galvanic ranges to be protected from electrolysis with 2 coats bituminous paint.

3. Submittal Drawings: Provide submittal drawings on all items provided under this section.

DIVISION 6:

CARPENTRY

A. Carpentry

1. Standards

- a. Grading rules - West Coast Lumber Inspection Bureau for softwoods.
- b. National Hardwood Lumber Association for hardwoods.
- c. American Plywood Association for Douglas fir or other softwood plywood.

2. Seasoning

Maximum moisture content of framing material - 19%.

3. Pressure Treatment

Treat all wood in contact with masonry or concrete in accordance with federal specification TT-W-571, wolmanized or equal.

4. Materials

a. Roof Plywood

Where plywood is exposed at eaves provide finish similar to siding or trim, exterior grade, with ply clips or edge blocking for structural purposes.

b. Plywood Floor Sheathing

Minimum 5/8" thick CBX exterior grade. Block all edges.

c. Plywood Siding

5/8' x 48" wide rough-sawn surface Douglas fir or redwood siding, exterior grade.

d. All exposed fascias, posts, ballusters, and wood trim should be rough-sawn for stain finish.

e. Exterior door frames shall be solid stock D.F., "0" and better.

f. Wood Shingles

Western red cedar labeled "Certigrade" #1 grade, length 24". Install in strict accordance with "Certigrade Handbook of Red Cedar Shingles."

g. Trusses shall be designed by a registered structural engineer per design requirements of the "National Design Specification for Stress Grade Lumber and its Fastening." Provide 1 set of structural calculations to Owner.

h. Board and batten siding is acceptable.

i. Backing

Provide backing for all wall hung cabinets, shelves, specialties, hardware, and drapery hardware.

B. Millwork and Cabinets

1. Standards

Millwork and cabinets shall be manufactured and fabricated in accordance with standards established in the Manual of Millwork of the "Woodwork Institute of California," January 1978 edition, hereinafter designated as "W.I.C.", or the Southern California Association of Cabinet Manufacturers (SCACM).

Grade of millwork

W.I.C. custom grade, or equal by SCACM, except as may be otherwise modified herein.

2. Submittal Drawings

Shall be submitted for approval per Division 1 prior to fabrication.

3. Materials and Finish Description

a. Metals cabinets are not acceptable.

b. Exposed millwork and cabinets are to be hardwood, paint grade, conforming to custom grade W.I.C. modified as noted below. (Cabinet sides at range and refrigerator to be considered exposed.)

Interiors to be painted unless plastic faced plywood is used.

All cabinets to have $\frac{1}{2}$ " plywood or smooth $\frac{1}{2}$ " hardwood backs.

Drawer bottoms may be as above, but are to be glued.

All shelving shall be 3/4" thick, B-C plywood, painted, edge-banded, 4 sides, with 1/2" minimum hardwood.

Shelving to be removable and adjustable and not to exceed 4' in length. Support clips to be metal.

Drawers are to be suspended with K & V 1300, or Grant 335 extension slides, or equal, full counter depth.

Cutting board to be glued-up maple, solid stock.

Cabinets are to be completely finished and ready to install when they arrive at jobsite.

Cabinets, inside and outside, are to be finished smooth.

Provide broom closet as part of cabinet or elsewhere.

Vents are to be installed at toe of sink cabinet.

c. Hardware

Hinges shall be self-closing type, including felt bumpers.

d. Counter Tops, Edges and Splash

To be 1/16" NEMA approved plastic laminate.

e. Alternate Tops

Methacrylate sheet, 1/2" thick. May be used at lavatories only, not kitchens. DuPont, Corian, or equal.

f. Backing

Provide backing at all wall hung cabinets and specialties.

4. Samples

Submit sample of upper and lower cabinets and finish, including counter tops.

C. Insulation

1. Materials

- a. Blanket insulation: Blanket insulation, or equal at all ceilings, walls and floors shall conform to Federal Specifications No. HH-1-521E Type 1.

Exterior Walls	R-13	<i>NO R-13</i> <i>2x4 wall</i>
Roof	R-19 - $5\frac{1}{2}$	
Floors & Party Walls	R-11 - $3\frac{1}{2}$	

- b. These are to be considered minimal specifications. The proposer shall provide insulation sufficient to meet the design temperature requirements and sound insulation requirements.

DIVISION 7:
MOISTURE PROTECTION

A. Roofing

1. Materials

a. Wood Shingles

Western Red Cedar "Certigrade No. 1." Install per Red Cedar Shingle Bureau Standards.

b. Asbestos Shingles

As manufactured by Johns-Manville, Pioneer Flintkote, or equal. Install over 15 pounds felt per manufacturer's instructions.

c. Asphalt Composition Shingles

ORGANIC ROOF

Strip-type, mineral surface, self sealing, 235# weight, as manufactured by Johns-Manville, Bird & Sons, Inc., Philip Carey Mfg. Co., or equal, conforming to ASTM D-22565 and E-10875.

d. Builtup Roofs

U.L. Class A, 3-ply gravel surfaced, Johns-Manville Specification #600-P, Pioneer Flintkote, U.S. Gypsum or equal for slopes of 0" - 1/2" per foot. Specification #3000-P for slopes 1/2" - 3" per foot.

e. Roofing Materials superior in quality to the above are desired.

2. Guarantee

Provide a 2-year written guarantee on form set forth in the General Requirements, Division 1 to maintain the roofing in a watertight condition, without cost to the Owner.

3. Bondable

Design and specification must constitute a minimum 15-year bondable combination including all related flashings.

4. General

Roof water shall be diverted away from entrances and foundations.

B. Sheet Metal

1. Materials

a. Flashings, Counter Flashing, etc.

Non-ferrous metal (preferred), or 26 gauge galvanized steel.

b. Gutters and Downspouts

Shall be minimum of 26 gauge galvanized steel. Non-ferrous metal preferred.

c. Louvers

Aluminum, hard-coated in standard color, or galvanized steel, epoxy painted.

d. Ductwork

Range hood venting and dryer vents, galvanized steel.

2. Fastenings

Through pre-drilled holes.

3. Workmanship

In accordance with SMACNA Architectural Manual.

4. Guarantee

Provide a 2-year written guarantee to maintain roofs, gutters, and downspouts in a watertight condition, without cost to Owner.

C. Sealants

1. Scope

Provide sealant between windows, doors, louver frames, etc., and their joints with exterior masonry or frame construction.

2. Materials

General Electric Silicone Sealant #1300. Dow Corning 780, DAP acrylic latex, or equal. Backup materials and primers as recommended by sealant manufacturer.

DIVISION 8:
DOORS, WINDOWS AND GLAZING

A. Aluminum Sliding Doors

1. Materials

- a. Doors shall be Door Master #700 by Arcadia, Fentron, or equal.
- b. Vertical lock rail and interlock of doors shall be Class II hollow extruded shapes for additional strength. Fasteners shall be stainless steel.
- c. Provide muntin bar divider at 36" height.
- d. Provide aluminum mesh screens, operating on adjustable nylon rollers, top and bottom, mounted to the exterior.

2. Finish

Etched and clear anodized to 0.4 mil coating as a minimum. Color coating desirable.

3. Spare Parts

Provide 6 extra sets of locking hardware. Provide 1 extra set of rollers for each door and screen.

B. Aluminum Windows

1. Materials

- a. Windows shall be Window Master Series 500, Arcadia, Fentron, or equal.
- b. Rollers and top guides shall be nylon. Glazing channel shall be vinyl extrusion.
- c. Provide fixed aluminum mesh screen at vented portions.
- d. Casement windows are acceptable.

2. Finish

Etched and clear anodized to 0.4 mil coating as a minimum. Color coating is desirable.

3. Replacement Parts

Provide 6 extra sets locking hardware. Provide 1 extra set of rollers for each window.

4. Acceptable Alternatives

Wood sliding, casement, or aluminum casement. Louvers are not acceptable.

C. Wood Doors

1. Materials

a. Exterior Doors

Shall be 1-3/4" thick, wood, solid core, flush type, Type DSC 2, paint grade. Provide weather-stripping and threshold. Plastic laminate or raised panel doors may be provided.

b. Interior Doors

Shall be 1-3/8" thick wood construction with plywood (paint or natural grade) or painted hardboard faces, hollow or solid core, flush panel (solid core preferred). Provide interior thresholds where levels change and between bathroom and adjacent spaces (maximum 1/2" height).

c. Wardrobe Closet Doors

Shall be sliding wood or hardboard faced, or metal - hollow core flush panel, 1-1/8" minimum thickness, insulated, with top and bottom stiffeners. Swinging doors not exceeding 24" are acceptable.

2. Samples

Submit samples for approval.

3. Guarantee

Provide written 2-year guarantee. Bow, cup or twist exceeding 1/4" shall be considered defect.

D. Glass and Glazing

Not dual glass

1. Materials

Glass shall be as manufactured by Pittsburgh Plate Glass Company, Libby Owens-Ford Company, or equal.

a. Sliding Doors

3/16" tempered sheet, with 3/16" sheet glass at upper panels where muntin bar is provided.

b. Windows

3/16" sheet glass. Obscure at bath.

c. Mirrors

1/4" plate with electro-copper back, and stainless steel, or wood frame.

d. Tinted Glass is desirable.

E. Finish Hardware

1. Scope

Furnish finish hardware for a complete project in all respects.

2. Materials

a. Exterior Locksets

Schlage "D" Series complying with Federal Specification #FF-H-106A Series 161 to match existing Campus locksets. Exterior storage shall be provided with lockable doors keyed to the unit. Also provide equivalent Series 8400 deadlock for each door (1" throw), keyed alike with lockset.

b. Interior Door Locks and Latches

Schlage "A" Series or equal with Federal Specification #FF-H-106A, Series 160 to match existing campus locks and latches.

c. All lock and latch sets shall have a 3-3/4" backset.

d. All bedroom and back locks shall be push-button privacy locks.

E. Butts and Hinges

3 knuckled type, paint grade. Provide 1½ pair at exterior doors, 1 pair at interior doors.

f. Door Stops

Provide for each door.

3. Finish

For exposed hardware - bronze.

4. Keying

All locksets shall be master keyed as directed by the Owner. Furnish 8 each master keys. Furnish key chart to the Owner at completion of job. Provide 4 keys for each townhouse. Provide 50 key blanks.

5. Spare Hardware

Provide 12 locksets, 3 exterior and 9 interior privacy locks.

6. Hardware List

Submit complete hardware list for approval.

DIVISION 9:

FINISHES

A. Metal Lath and Plaster

1. Materials

a. Metal Lath and Accessories

United States Gypsum, Penn. Metal Co., or equal.

b. Exterior Stucco

Shall be "Expo Stucco" #4000 using No. 12 sand, Squires Belt, or equal. Integral color preferred (see Painting, Section 9F).

c. Interior Plaster, Cement

In wet areas.

d. Interior Plaster, Keene's Cement

Over base coat of gypsum plaster.

e. Acoustic Plaster

U.S. Gypsum Andicote, Zonilite Quietzone, or equal.

2. Installation

a. Metal Lath Access

Install per ASTM Standards and ASA A-24-4. Reinforce around corners of all openings.

b. Exterior Stucco

Apply factory pre-mix by machine to a true surface of consistent heavy texture.

c. Plaster

Per California Lathing and Plastering Contractor's Association published standards.

3. Samples

Provide 12" x 12" samples of all exterior materials for approval by Owner.

B. Ceramic tile

1. Extent of Work

At wall surface around tub.

2. Materials

a. Tile

Glazed, standard grade, cushion edge, 4½" x 4½" dust pressed (no seconds). Mosaics are acceptable. Thin set tile is acceptable.

3. Installation

a. To be set in Portland Cement group 3/4" thick.

b. In bathrooms run tile to ceiling around shower/tub or at least 6' high around tub.

c. Install per Tile Council of America Standards.

C. Gypsum Drywall

1. Materials

a. Gypsum Wallboard

As manufactured by U.S. Gypsum, Kaiser Gypsum, Pabco, or equal.

5/8" fire rated at party walls, ceilings and where required for Type V 1-hour rating. ½" minimum all other areas. ½" board span shall not exceed 16".

b. Metal Trim

At all corners and at connections with other materials.

2. Installation

Per ANSI A 97.1 "Specifications for Application and Finishing of Gypsum Wallboard" and the "Drywall Construction Handbook" of the California Drywall Contractor's Association. Joint treatment a minimum 3 coats.

D. Resilient Flooring

1. Extent of Work

- a. Cover floors of adjacent closets and alcoves.
- b. Covering not required under permanently built-in casework and equipment.

2. Materials

- a. Sheet Vinyl preferred.

Armstrong .090-inch gauge or as manufactured by Congoleum-Nairn, Amtico, or equal. Colors as selected by Architect. Integral cove base desirable in baths.

- b. Vinyl Asbestos Tile

Armstrong, Kentile, or Azrock "Thru-Vinyl" or equal, 1/8" x 12" x 12".

- c. Vinyl Base

Solid color 2½" high. Provide preformed external corners.

3. Installation

- a. Install with water resistant type adhesives.
- b. Provide reducers where required.

4. Replacement Materials

Provide an additional roll of sheet vinyl and 5 boxes of V.A. tile for repair.

E. Deck Covering (Must be slip resistant)

1. Materials

Neoprene Latex Mastic Deck covering, as manufactured by Dex-O-Tex, Weatherwear, Crossfield Products Corporation, or equal.

2. Installation

In strict accordance with manufacturer's standards.

3. Samples

Submit color and samples for approval.

F. Painting

1. Extent of Work

- a. Interior surfaces, except factory prefinished material and simulated acoustic finish, shall be painted a minimum of 1 prime coat and 1 finish coat. Kitchens, baths, laundry rooms, and all painted trim shall be finish painted with satin gloss. All other interior surfaces shall have flat or eggshell finish. Natural finish interior doors are acceptable.
- b. All exterior surfaces requiring painting shall receive a minimum of 1 prime coat and 2 finish coats of paint. Exterior stains (2 coats) will be acceptable, where appropriate for wood, plywood, and shingle siding. Stucco may be provided with integral color.

2. Materials

- a. Top quality. Paints shall meet or exceed the following Federal and Military Specifications:

<u>Surface</u>	<u>Primer</u>	<u>Finish Coat</u>
Wood, Exterior	MIL-P-28582	TT-E-489F TT-P-37(3) (Deep Color Gloss)
Stucco & Concrete Exteriors	TT-P-19C	TT-P-19C
Masonry, Exterior	TT-F-1098C	TT-P-19C
Metal, Exterior Galvanized	5% copper sulphate TT-P-641D(1)	TT-E-489F or TT-P-37(3) (for deep color)
Wood, Interior	TT-E-543A(2)	TT-E-508B
Plaster	TT-S-179	TT-P-29J
Dry Wall	TT-P-29J	TT-P-29J

*Kitchen and Bath shall have finish coat of TT-E-508B

- b. All primers and finish coats, including color pigments, shall be lead-free.

c. Colors: Shall be varied and approved by Owner.

3. Samples

Provide brush-outs of all colors of paint and stain for approval by the Owner prior to start of work.

4. Affidavits

Submit manufacturer's affidavits certifying that materials delivered conform to the specification.

5. Option

Vinyl wall covering may be provided in lieu of painted surfaces. Termination of vinyl covering at exterior corners shall receive trim pieces to prevent raveling and/or separation. Double lap and cut all seams for a proper finish.

DIVISION 10
SPECIALTIES

A. Specialties

1. Materials

- a. Bath Accessories: Hallmack, Bobrick, Miami-Carey, Parker, or equal, per following standards:

- (1) Medicine Cabinet: Hallmack P1622
- (2) Paper Holder: Hallmack 670
- (3) Soap & Grab: Hallmack 665
- (4) Towel Bars: Hallmack 694-24
- (5) Robe Hook: Hallmack 682
- (6) Shower Rod: Knape & Vogt #660

- b. Building Numbers

Provide 6" building numbers, illuminated, easily viewed from main entrance walk. (See Electrical, Division 16 for fixture)

- c. Entrance Door Viewer/Chimes

Provide combination viewer/chime or equal for each entrance door.

- d. Mailboxes

Provide mailbox for each housing unit, with standard key locks with 2 keys per lock. Compliance with U.S. Postal Regulations required. Furnish 130 key blanks.

Submit sample to Owner for approval.

DIVISION 12:

FURNISHINGS

A. Carpet

1. Scope of Work

Provide and install all carpet. All spaces except kitchen, baths, maintenance and repair, laundry, and storage, etc., shall be carpeted including any alcoves and closets associated with these areas. Doors shall be properly undercut for carpet plus air return for the heating and ventilation system.

Higher quality floor coverings are desirable (.e.g., tile, finished hardwood, etc.).

2. Samples

Submit samples of carpet. Color and pattern selection will be made from manufacturer's standard color combinations (maximum of 4).

3. Layout Drawings

Submit seam layout drawings for Owner's approval.

4. Materials

a. Carpet (Min. Standard)

Pile Fiber	Anso X nylon with static control
Construction	Tufted Dense Level Loop
Yarn Ply	3 Ply
Gauge	5/32
Stitches	9
Pile Height	.1440
Pile Weight	20 oz.
Primary Back	Poly Bac
Secondary Back	Jute
Total Weight	60 oz.
Width	12 Ft.
Weight Density	100,000

Atlas Carpet Mills "Confidence II," Granada Industries
"Lampighter 200," or equal.

b. Adhesive Primer

Roberts #41-5006, W.W. Henry #162 Primer, or equal.

c. Adhesive

Roberts #41-3019, W.W. Henry #161 "Peel-Up" adhesive, or equal.

d. Carpet Strip

Mercer vinyl plastic stripping (no known equal), or equal.

5. Fire Resistive Requirements

Any proposed carpet and backing must meet the following Tunnel or Radiant Panel Test standards:

ASTM E-84 Tunnel Test

Flame spread: 75, or less

Fuel contribution: 50, or less

Smoke density: 100, or less

Radiant Panel Test

Flame spread: 75, or less

Critical Radiant Flux: .25 watts/
sq. cm, or greater

Provide certified laboratory test data of compliance for approval.

6. Certificate of Compliance

Furnish letter from manufacturer stating that carpet delivered to project conforms to these specifications.

7. Testing

The University may have, at its expense, the carpeting material tested for conformance with these specifications prior to and after delivery. 1 square yard of carpet material being installed will be taken at the job site for testing purposes.

8. Installation (Direct glue-down system)

a. References

(1) Architectural guide specification for direct glue-down installation of double jute backed carpets, Jute Carpet Backing Council, Inc., June, 1969.

(2) Bigelow-Sanford, Inc., "Recommended instructions for installation of conventional or double jute back carpet glued directly to floor without foam or sponge back or underlay"; Revision No. 2, February, 1971.

b. Fill strips shall be not less than 9" in width and at least 36" in length.

9. Remnants and Replacement Carpet

Upon completion, bundle all usable remnants and deliver to Owner for possible future repairs. Furnish a minimum of 8 square yards of carpet in 1 piece suitable for repair work, of the same dye lot as installed carpet, of each color or pattern used.

DIVISION 15:

MECHANICAL

A. General Requirements

1. Scope of Work

The scope of this work includes all mechanical labor, equipment, fixtures, and materials required to provide complete and operational systems in conformance with the project program, criteria, HUD Minimum Property Standards for Multi-Family Housing, 1973 Edition, and other referenced standards. Specifications hereunder in Division 15 describe only those requirements of the work that are either over and above, or more limiting than the requirements of the above referenced standards.

It also includes exterior utilities; specifically gas, water and sewer. However, exterior gas service piping and meters will be furnished and installed by the Southern California Gas Company. The Contractor shall pay any costs which may be charged by the gas supplier for providing piping and meters. The Contractor shall accomplish trenching and backfilling if and as required by the gas supplier for the installation of such exterior gas piping.

2. Owner Furnished Equipment

Gas and hot and cold water piping with gas valve and hose bibb connection shall be provided for a washer and dryer for each housing unit.

3. Testing

No piping system shall be covered or concealed until tested by the Contractor and then inspected and approved by the Owner. The Owner shall be notified in writing at least 3 days in advance of any required test. Piping system shall be tested as follows: site water - 50 pounds per square inch in excess of class of pipe for 4 hours, with maximum leakage of 20 gallons per 24 hours per mile of pipe per inch of pipe diameter; site sewer - water or air test per County of Santa Barbara Standard Specifications; site gas will be installed and tested by Southern California Gas Company; building water - 100 psig at highest point for 24 hours; building sewer - 10 foot head at highest point for 4 hours; and building gas - 50 psig with air for 24 hours. Pressure tests shall be documented with recording type instruments.

B. Plumbing

1. Scope of Work

Furnish labor, equipment and materials to provide all required plumbing work, including but not limited to the following:

- a. Domestic hot and cold water systems including connection to all fixtures and equipment.
- b. Solar domestic hot water heating system to operate in conjunction with gas-fired hot water heater.
- c. Soil waste and vent systems including connection to all fixtures and equipment.
- d. Natural gas systems including connection to all appliances and equipment.
- e. Roof or deck drainage systems.
- f. Pressure regulators and meters.
- g. All plumbing fixtures, hot water heaters and circulating pumps and miscellaneous equipment required for a complete installation.
- h. Responsibility for all backing, supports and carriers for fixtures shall be part of this work.
- i. Exterior water supply and distribution system.
- j. Exterior sanitary sewerage system.

2. Plumbing Trim

All plumbing trim shall be brass with exposed parts polished chrome plate. No plastic trim will be acceptable. Fixture straps shall be 17 gauge brass, chrome plated and extending to wall. The nominal size of each fixture trap or drain shall not be smaller than the fixture outlet to which it is connected.

3. Shock Arrestors

Water supplies to all equipment with automatic valves shall be equipped with catalog type shock arrestors (no air chambers) complete with access panels if concealed in walls.

4. Piping Isolators

All water piping shall be carefully isolated from structure throughout with catalog type isolators, Trisolator, or equal, at all hangers and supports and by adequate hair felt padding at other locations where piping might otherwise contact structure.

5. Water Heaters and Systems

There shall be 1 domestic hot water heater per unit which may be designed to operate in conjunction with a solar heating system. Domestic hot water heaters shall be gas-fired. Piping shall be fully insulated including return piping and branch lines.

Water heaters shall be National Steel, A.O. Smith, Day & Night, Gaffers and Satler, or equal, glass-lined AGA-approved for use with gas. Unit shall be complete with gas pressure regulator; cast-iron burner, 100% safety pilot shutoff; ASME-rated pressure and temperature relief valve; drain valve, insulation, draft diverter; temperature controls, and shall have a 5-year Warranty. Size and capacity shall be as recommended in ASHRAE Systems Guide. Efficiency shall meet or exceed ASHRAE 90-75 Standards.

6. Domestic Solar Hot Water Heating System

Where feasible and practical, there shall be a solar domestic hot water heating system which shall operate in conjunction with a gas-fired heater.

a. Performance and Installation Standards

Solar systems shall comply as a minimum with the following listed standards. The latest published edition shall be the accepted standard.

- (1) California Administrative Code, Title 20, Chapter 2, Sub-Chapter 8, Article 1, "Solar Tax Credit Regulations."
- (2) Public Utility Commission Rules 011-42, Sizing Handbook for Solar Installation.
- (3) Southern California Gas Company requirements for multi-family rebate program for solar/gas water heating installation.

b. Solar Collectors

Solar collectors shall be flat plate. Each collector shall be factory tested to 150 psig rated working pressure. The absorber piping and fins shall be all copper with black chrome. All

collector components shall be guaranteed durable to 400°F or the maximum stagnation temperature. The collector frame shall be dark bronze anodized or baked enamel extruded aluminum and the collector shall be backed with an aluminum sheet. The insulation shall be capable of withstanding stagnation temperatures without outgassing; shall conform to UL fire ratings; and shall have a minimum "R" value of 8. The glazing shall be single tempered pane, low or no iron glass, and shall be textured for low glare. Gasketing material shall be EPDM treated for continuous outside use. Removal of condensate from the collector shall be via mechanical weeping through frame weep holes. For flat plate collectors, fins (or plate) shall be soldered to the collector copper piping.

- (1) Easy removal of each collector is required for servicing. Glazing shall be replaceable without removal of the collector. The collectors shall be designed for internal manifolding. The array design must be checked by the collector manufacturer who shall certify that the collectors themselves and the array as a whole will accommodate the maximum potential expansion and contraction without strain on the collectors and/or mounting/support system. If expansion compensators are required in the array, their location must be approved by the collector manufacturer. The manufacturer shall also certify that the flow through the collector array will be balanced.
- (2) Solar heating system contribution to total energy use shall be 60% to 80% or greater on an annual basis for each individual installation. An individual installation will be defined as individual systems having solar collectors, circulation pump and solar hot water storage tank.
- (3) Collector manufacturer shall provide independent third party test results performed in agreement with ASHRAE 93-77 method for testing and rating the thermal performance of flat plate collectors. Similar testing shall be provided for concentrating collectors. Data shall be submitted with the name and location of laboratory which performed the testing. IAPMO, TIPSE and SRCC/SEIA certification must also be obtained prior to purchase and utilization of the product.
- (4) One collector panel on each system shall be furnished equipped with a sensor for differential temperature sensing. The sensor shall be provided by the controller manufacturer and shall be installed on the adsorber plate. It is suggested that the sensor be installed by the collector manufacturer before shipment. No collector will be provided or installed until approved by the Owner as meeting those specifications.

c. Submittals

Submit for approval installation drawings, including complete engineering and performance information on equipment components. These drawings will be in sufficient detail to provide for the installation of the systems and will include location of collectors and other equipment, piping and piping connections, and automatic control information.

Complete catalog and engineering information shall be provided on the following: solar collectors, circulation pumps, solar storage tanks, control system, and other equipment as requested.

d. Solar Storage Tank

The storage tank shall be rated to a minimum of 125 psi working pressure, stamped to indicate it meets ASME Code for unfired pressure vessels. The tank lining shall be suitable for domestic (potable) water and meet public health requirements. The solar storage tank shall be insulated and meet ASHRAE 90A-1980 (1982 requirements). Provide expansion tank as required. Tank shall be securely anchored to the floor and wall. Storage tanks shall have anode rods installed. Tank shall be guaranteed against leaks or defects for a period of 10 years.

e. Circulating Pump

Pumps shall be Grundfos, March Manufacturer, Taco, Teel, or equal and be stainless steel or all bronze construction, with stainless steel impellor, flange mounted and rated for 200°F water temperature.

f. Controls

Automatic controls shall be solid state differential temperature controllers. The control system shall prevent unnecessary pump on-off cycling.

g. Piping

All water piping will be copper, type L above ground and type K below ground with wrought copper fittings for soldered connections. Valves will be solder type which connect on both sides to copper tubing. Provide adapter fittings with screwed connections at equipment. Solder shall be 95% tin and 5% antimony. The piping shall be installed so that connections will not be subject to undue strain or stress and provision shall be made for adequate expansion and contraction.

Each solar collector system shall be provided with an in-line flow device to balance system. BTU flow meters shall be pro-

vided for each system equal to Aeolian Kinetic Precision BTU meter.

h. Insulation

All hot water piping shall be insulated

(1) Pipe Insulation

Insulation for the pipe and fittings shall be selected for the actual measured outside diameter of the pipe and fittings to be insulated. The insulation material for piping inside of buildings shall be sectional, heavy density, glass fiber pipe insulation or closed cell urethane with a density not less than 3 pounds per cubic foot. The insulation shall have a thermal conductivity not to exceed 0.30 (BTU-In/Hr-Ft 2°F) at a mean temperature of 150°F. The insulation shall be 1" in thickness and suitable for a service temperature of 275°F. The insulation shall be Owens-Corning Fiberglass, Johns-Manville, CertainTeed, or equal. All exterior pipe insulation material shall be 3/4" closed cell foam, Armaflex, Solar 7, Climatube, or equal and installed in strict accordance with the manufacturer's recommendations. No interior jacket is required; however, flashing or an aluminum jacket is required on the exterior where the insulation is exposed to sunlight. Simply painting the insulation is not acceptable.

(2) Tank Insulation

Insulation shall be R-12 four (4) inch thick sectional heavy density fiberglass insulation with a density not less than 3 pounds per cubic foot. The insulation shall have a thermal conductivity not to exceed 0.30 BTU-In/Hr-Ft 2°F, or equivalent closed cell urethane foam.

(3) Interior Jacket

Pipe insulation installed indoors shall be covered with a factory applied jacket. Covering jacket shall be vapor barrier type with pressure sealing lap adhesive joints. Longitudinal laps shall be sealed and butt joints shall be wrapped as recommended by the insulation manufacturer. The insulation and jacketing shall be securely sealed in place.

(4) Exterior Jacket

Pipe insulation installed outdoors shall be weatherproof and covered with flashing or an aluminum lock-seam-jacket. The jacket thickness shall be at least 0.016 inches. The

aluminum jacket shall fit the contour of the insulation with a 2 inch lap at longitudinal and circumferential joints. Jackets shall be secured with aluminum or stainless steel bands on at least 18 inch centers. Insulation applied to 45 degree and 90 degree elbows located outdoors shall be covered with molded aluminum elbow covers and banded in place. Insulation applied to pipe fittings and valves located outdoors which cannot be covered with molded aluminum covers shall be covered with weatherproof coating; Johns-Manville Insulkote or approved equal.

(5) Underground Piping

Shall have a waterproof insulation system similar to Rovanco Corp, Insul-8 System, Ricwil Copper-Gard or equal.

i. Mounting Flush Preferable

Mounting shall be designed to carry the collector load and shall be designed to withstand 100 mile per hour wind pressure. The mounting shall be flush to the roof structural elements and the mounting hardware shall have corrosion protection. Submit mounting details and roof loading, including wind factor, to the University for approval.

It shall be the Contractor's responsibility to repair, to the satisfaction of the University, any damage to the buildings, including roof, walls, etc., as a result of the solar collector installation.

j. Installation

(1) Thoroughly clean piping before installation. Cap all pipe openings to exclude dirt until final connections are made. Slope all pipes to allow for quick and complete draining. Make provisions for expansion and contraction through a 200 degrees F temperature swing.

(2) Dissimilar Metals

Provide complete dielectric isolation between all dissimilar metals.

(3) Install unions to all components requiring access for maintenance, replacement or repair. Make pipe size changes with reducing fittings. Bushings are not permitted.

(4) Pipe Support Spacing

Three-quarter (3/4) inch and under; 6'-0" o.c. 1" and larger; 8'-0" o.c. Support all horizontal piping adjacent to each change in direction.

(5) Freeze protection shall be provided using a recirculation system. The solar system must be designed with all pipes sloping to drain and no sags or low points that do not drain completely.

(6) Provide valves full size of pipe, arranged for complete control. No gate valves shall be used. Globe valves shall be NIBCO, Stockham B-24 and B-22, or equal. Ball valves shall be NIBCO, Stockham S-227, S-217, and S-207, or equal. Check valves shall be CPV 36, 11B, NIBCO, or equal.

(7) Insulation

(a) Do not apply insulation until the system has been tested, cleaned and disinfected. Clean exterior surface of pipe thoroughly before covering. Insulation shall be applied to dry surfaces only.

(b) Insulate all piping, fittings, valves, nipples, flexible connections, heat exchangers, and tanks.

(c) Do not insulate unions, flanges, solar collector panels, pumps, manual air vents, pressure relief valves, and instruments. Test connections shall be accessible for field testing without having to remove insulation. Leave wye strainer cleanout plugs, drain, and hose bibb connections accessible.

(d) All pipe insulation shall be continuous through wall and ceiling openings and sleeves.

(e) Horizontal joints or weather proof jackets shall be oriented and lapped downward to shed water.

(f) Insulate pipe fittings and valves located outdoors shall be weatherproof and worked for a smooth transition to the adjacent covering.

(8) Manufacturer's Recommendations

All materials shall be installed in strict accordance with manufacturer's recommendations.

(9) Flushing/Disinfection

Open all drains and thoroughly flush system. Remove, clean and replace all strainers. Disinfect potable lines and storage tanks in accordance with University of California procedures.

(10) Sump Tank Level (if included in design)

With the system off, the sump tank level should be near full, but within the sight level. All plumbing including the collectors above the sump tank should be empty.

(11) Hydrostatic Testing

Hydrostatically test the entire plumbing system including collectors at 150 psi for 4 hours and certify the system be watertight. Isolate any components not capable of withstanding the test pressure. Cover collectors to prevent solar gain, causing expansion and increase in pressure reading, or run test at night.

(12) Paint

All exposed metal or wood shall be painted to match buildings. Metals shall be painted with an enamel undercoating and enamel exterior paint. Wood shall be painted with an acrylic undercoating and a semi-gloss latex exterior paint such as Frazee Acrylite, Dunn-Edwards Permasheen, or equal.

(13) Balancing

Prior to operating testing, the Contractor shall perform the following hydronic balance of the system:

- (a) Balance flow through the collector loop pump. Set as indicated on drawings. Permanently mark valve to show set point.
- (b) Balance flow through the heat exchanger. Set as indicated on drawings. Permanently mark valve to show set point.
- (c) Set memory stops on all balancing valves.
- (d) After completing the hydronic balance described above, measure the amperage input to each pump motor. Inform the Owner if the current draw by any of the pump motors exceeds the normal operating current ranges specified by the manufacturer.

- (e) Test and adjust differential controller and sensors as per controller manufacturer's testing procedures and these specifications.
- (f) Test the pH of the collector loop water. Confirm level within tolerances recommended by collector manufacturer: 7.0 - 9.4 pH.
- (g) Balancing Report

The final hydronic test readings with the following information: (spot testing for similar systems)

- [1] Water flow rate through each of the balancing valves on each system.
- [2] Temperatures and pressures at each sensor or test point. Take measurements during normal sunny day operation consecutively without delay.
- [3] Controller on, off, hold and upper limit set points.
- [4] Amperage and voltage to each pump motor.
- [5] Suction and discharge pressure at each pump.
- [6] Data collected to verify the hydronic test readings will be recorded along with the date, time and individuals performing the test.

k. Electrical Equipment

(1) Motors

All motors shall have disconnect switches.

(2) Conduit

All interior conduit 6 feet above the floor shall be type EMT. All exterior and exposed circuits within 6 feet of floor shall be galvanized steel. All conduit leading to pump motors shall be liquid-tight flexible steel.

(3) Conducting Wire

All conducting wire shall be copper type TW up to size #6. Larger wire shall be THW copper.

1. Connection to Equipment

- (1) All electrical outlets, apparatus, motors, equipment, fixtures, wiring devices, and appliances which require electrical connections shall be fully connected in an approved manner to corresponding system outlet.
- (2) Where the work under this section requires connection to be made to equipment that is furnished and set in place under other sections of these specifications, the Contractor shall obtain such roughing in dimensions from the manufacturer or supplier of each item of equipment and assume full responsibility for the neat and professional installation of the connections thereto.

7. Hose Bibbs

Provide conveniently located hose bibbs for wash-down of all walk and patio areas adjacent to buildings. Also provide at trash disposal areas for wash-down and car washing. All hose bibbs and hose outlets at service sinks shall be protected by integral vacuum breakers.

8. Domestic Water Piping

Domestic hot and cold water piping above ground shall be hard drawn copper, Type L, with wrought copper and/or cast bronze solder type fittings and 95-5 solder joints. Domestic water below grade to 5 feet beyond building wall shall be as above but Type K. Domestic water piping shall not be installed in or beneath floor slabs on grade.

9. Soil and Waste Piping

Soil and waste piping buried below grade within the building and to 5 feet outside shall be standard weight cast iron soil pipe and fittings (above grade may be other materials). Cleanouts as a minimum shall be located so that all soil and waste lines within or under building are accessible for cleaning without passing through more than one 90-degree or two 45-degree bends, with special attention given waste line from garbage disposer.

10. Gas Piping

Gas piping above grade shall be Schedule 40 steel. Gas piping for buried service shall be of polyethylene plastic conforming to ASTM D1248 Type II, Grade 3 manufactured in accordance with dimensions and tolerances of ASTM D2513 PE2306 and minimum wall thickness of 0.307 inches, Dupont "Adyl-A," Plexco "Extron," or equal. No gas piping shall be installed in or beneath floor slabs on grade. The Contractor shall make arrangements with the Southern California Gas

Company to provide metered gas service to each unit. The Contractor shall pay fees, if any, which may be charged by the gas supplier.

11. Membrane Clamping Devices

All piping penetrating walls or slabs with membranes shall be installed with approved membrane clamping devices.

12. Shut-Off Valves

A shut-off valve shall be provided in the water supply line to each building. Valves below grade shall be accessible from properly labeled valve boxes. Gate valves shall be Crane No. 438, equivalent NIBCO, or equal. Valves shall be placed in valve boxes.

13. Gas and Water Pressure Regulators and Meters

Each living unit will be served by an individual gas meter. In addition, the domestic water for all units will be served through a sub-master meter. All exterior gas piping, regulators and meters will be furnished and installed by Southern California Gas Company or by the Contractor, depending upon arrangements made by the Contractor. At each building water service connection, provide a water pressure regulator above grade downstream of the shut-off valve. All landscape irrigation water shall be sub-master metered. Meter shall be enclosed in a precast concrete vault with cast iron cover labeled "Water Meter."

14. Plumbing Fixtures

a. Water Closet

American Standard "Water Saver Cadet" #2122.448, Crane, Kohler, or equal, vitreous china siphon jet, floor mounted, tank type, with Beneke 420, Sperzel, or equal, white solid plastic closed front seat with cover, designed to meet three-and-one-half 3½-gallon (max.) flush requirement.

b. Lavatory

American Standard "Merrilyn" #0141, Crane, Kohler, or equal, vitreous china, 20" x 18" counter top lavatory, with "Heritage" faucet.

c. Bath Tub

American Standard "Bildor" #2265, Crane, Kohler, or equal, acid-resisting enameled cast iron with "Heritage" bath/ shower assembly and "Multi-Flex" chain and stopper tub drain and overflow assembly, cast and 17 gauge brass.

d. Kitchen Sink

American Standard "Custom-Line" 32" x 21", Crane, Kohler, or equal, acid resisting enameled cast iron with "Heritage" faucet. Equivalent in stainless steel is acceptable.

e. Disposal

Insinkerator Model No. 77, Kitchen-Aid, or equal, all interior trim stainless steel.

f. Gas Dryer Vent

Provide a vent to the exterior for a gas dryer.

g. Washing Machine Connection: Guy Gray Manufacturing Company, No. BBE-200 TS, equivalent Grinnel, or equal washing machine supply and drain unit.

15. Exterior Water Distribution System (more than 5' beyond building line)

a. Minimum Design Criteria

The water distribution system as a minimum shall be designed and constructed in accordance with HUD Handbook, Minimum Design Standards for Community Water Supply System, FHA 4940.2 dated August, 1973, except as modified herein. The water distribution system including fire hydrant location and fire truck access shall be approved by the State Fire Marshal and the Campus Fire Marshal and shall meet all applicable requirements of the Uniform Fire Code.

- (1) The Contractor shall supply water for the housing complex by installing a 12" diameter line from the housing site to the University's existing water distribution system which is accessible on the campus on the north side of the intersection between El Colegio Road and Embarcadero del Mar, a north/south running street in Isla Vista. The water line would run north from the housing site on the University's West Campus to the intersection of Storke and El Colegio Roads. From this intersection, a portion of it would be placed in the right-of-way of El Colegio Road and the remaining portion would be placed on University property and run to a point north of the intersection of El Colegio Road and Embarcadero del Mar where it would connect to an existing 16" line on the downstream side of an existing meter. The Contractor shall obtain and pay for the County of Santa Barbara Excavation Permit which is required to place the water line in the El Colegio Road right-of-way.

- (2) Mains shall be located along streets and, as far as practicable, should not be located under paved streets. Minimum depth of cover to top of pipe is 3'. Mains to be at least 12" above sewer at crossings unless special encasement of water line is provided. Parallel lines in no case shall be closer than 5'. Mains shall be a minimum of 8" in diameter and shall be located at least 10' from buildings. Mains shall be considered as that part of the water system supplying fire hydrants. Pipes supplying groups of dwelling units exclusively shall be referred to as branches. Water distribution mains shall be provided with section valves at each leg of each Tee or Cross and arranged so that not more than 2 hydrants will be out of service due to a single break in the water distribution system. All branches shall have a shut-off valve at point of connection to main.
- (3) Water distribution mains shall be looped to the extent practical with 8" deadends limited to 200' in length. Each deadend main shall be equipped with a fire hydrant or blow off valve at the end for flushing.
- (4) Fire hydrants shall be UL listed, fire hydrant spacing shall be not greater than 300' apart by paved road, and the travel distance to any portion of any building shall not exceed 200'. Hydrants shall be not less than 2' nor more than 5' from pavement and shall not be located in sidewalks or where obstructed by parking vehicles, shrubbery, etc. Hydrant laterals shall be 6" minimum size, shall not exceed 50' in length and shall have an underground shut-off valve in each lateral within 10' of the hydrant. Valves not required in main at fire hydrant laterals. Hydrants shall have their main outlets facing the street.
- (5) Connection to existing water mains to be as shown on the drawings in the "Schedule of Drawings." System pressure is approximately 90 pounds per square inch.

b. Materials and Construction

- (1) Water mains and appurtenances shall be furnished and installed in accordance with the applicable Standard Specifications and Drawings of the County of Santa Barbara except as amended in these Performance Specifications.
- (2) Trench backfill shall be in accordance with Section 2A - Earthwork of these Specifications.
- (3) Pipe 3" and larger shall be asbestos cement Class 150 or equivalent plastic.

- (4) Pipe 2" and smaller shall be Type "X" copper.
- (5) Fire Hydrants shall be Rich "East Bay," equivalent Long Beach Iron Works, or equal, with two 0- to 2-1/2" hose connections and a 4" pumper outlet.

c. Shop Drawings

As part of the Shop Drawings the Contractor shall prepare plan and profile drawings of the exterior water system at scales of 1" = 40' horizontal and 1" = 6' vertical. The location of all valves, fire hydrants and other appurtenances shall be clearly shown. Profiles of branch lines (less than 8" in diameter) are not required. Profiles of off-site lines are not required. Details showing road or street crossings shall be shown.

16. Exterior Sanitary Sewerage System

a. Off-site Sewerage

The Contractor shall assume that access to a trunk sewer line will be available at the termination of Fortuna Road and the Project's site.

Minimum Design Criteria

Sewer I.D. (inches)	4"	6"	8"
Slope (Min. in Ft/100 Ft.)	2/100	1/100	0.33/100
Max. connected load (Apt. Units)	8	72	N/A
Max. Cleanout Spacing	50	N/A	N/A
Max. Manhole Spacing	N/A	250'	300'
Min. Depth of Cover to top of pipe. Water line clearance may require deeper minimums.	2½'	3'	3'

Cleanout same size as pipe and bring to finish grade. Provide ring and lid when in the paved area. Y and 1/8 bend cleanout at all changes in alignment of 45° or greater. Connections to existing sewer shall be made at an existing manhole.

b. Materials and Construction

(1) Materials and Construction

- (a) Sewer mains, manholes and appurtenances shall be furnished and installed in accordance with the applicable Standard Specifications and Drawings of the County of Santa Barbara.
- (b) Pipe shall be extra strength vitrified clay pipe with mechanical compression joints equal to "Wedge-Lock," "Speed-Seal" or equal, or PVC sewer pipe and fittings as per ASTM D-3034-73, SDR-35 Johns Manville, CertainTeed or equal.

c. Shop Drawings

As part of the Shop Drawings the Contractor shall prepare plan and profile drawings of the exterior sewer system at scales of 1" = 40' horizontal and 1" = 6' vertical. The location of all cleanouts, manholes and water line crossings shall be clearly shown. Profiles of building laterals are not required.

17. Procedure for the Disinfection of Water Systems

All potable water systems, both within the buildings and exterior underground, shall be thoroughly disinfected in strict accordance with the following specifications prepared by the Office of Environmental Health & Safety. Final acceptance of the work will be contingent upon satisfactory completion of this procedure and approval of laboratory analysis of water samples.

a. Scope of Supervision and Testing

- (1) The Owner shall have its Health and Safety Office (EH&S) approve the chlorination schedules and procedure prior to initiation of work.
- (2) Upon project initiation, EH&S will supervise the disinfecting operation, conduct tests, take water samples for bacteriological and/or other analyses, and issue written approval of satisfactory disinfection results.

b. Contractor's Responsibility

- (1) The contractor shall furnish labor, equipment, materials, transportation, and post warning signs as required to disinfect hot and/or cold water systems, fire lines, and any other lines connected thereto in conformity with procedures and standards described in this procedure.

- (2) A minimum of 3 working days notice must be given to EH&S prior to chlorination procedure via completion of Owner-furnished Authorization for Disinfection form.

c. Disinfecting Agent

- (1) An approved hypochlorite solution shall be used in conjunction with an approved injection system.
- (2) If chlorine gas in an aqueous carrier is used, only an approved and safe injection system will be permitted on the site.
- (3) The use of any other disinfecting agent, material or product, and injection system must receive prior approval from EH&S.

d. Procedures

(1) Preliminary Preparation

- (a) Provide and install a suitable service lock or valve within 3' of the supply line for introducing the disinfecting agent into the lines.
- (b) After final pressure tests and before any disinfectant is introduced, each fixture or outlet shall be thoroughly flushed until flow shows only clear water.

(2) Disinfection Phase

- (a) With system full of water and under "Main" pressure, open all outlets.
- (b) Inject the disinfectant through the service cock at a slow, even, continuous rate until an appropriate chemical test at farthest outlet shows chlorine residual concentration of at least 50 parts per million (ppm).
- (c) Close all outlets and valves, including service valve at main, and injection cock to retain chlorinated water. Maintain this condition for 24 hours.
- (d) A chemical test after 24-hour period should indicate a chlorine residual concentration of not less than 20 ppm. If not satisfactory, this disinfection procedure shall be repeated until this standard is achieved or EH&S approves.

(e) After completion of the above test, flush system until chemical tests show chlorine residual of less than 0.5 ppm or equivalent to campus supply.

(f) Variations to this procedure must be approved by EH&S.

e. Bacteriological Analyses of Water

(1) After final flushing, in accordance with the step IV B-5, water samples will be taken by EH&S for laboratory analyses for coliform counts. Test results must be less than 2.2 colonies per 100 ml of water sampled.

(2) Analyses should also indicate total plate count of less than 100 bacteria per ml of water, or be equal to the control sample.

(3) Any other analyses, if deemed necessary by EH&S, will be used to evaluate potability.

f. Approval

(1) After satisfactory completion of disinfection procedure, EH&S will issue a preliminary/temporary approval for immediate use of the domestic water system pending results of bacteriological analyses of water samples.

(2) Upon satisfactory completion of water analyses, the Authorization for Disinfection will be completed by EH&S. If the results are unsatisfactory, the disinfection procedure shall be repeated until the specified standards are met.

g. Authorization For Disinfection, New Or Repaired Potable Water System

PART I

Contractor _____

Responsible person _____

Address _____ Telephone _____

Location of system to be disinfected _____

Physical description of system:

Pipe inner diameter _____ Length _____

Capacity _____ Type _____

Date and time of disinfection _____

(date) (time)

Proposed disinfectant _____ Estimated Amount required _____

Point of entry of disinfectant _____

Point of testing _____

Notice is hereby given that disinfection of the above water system will commence at the time indicated unless notice to the contrary is received by the undersigned at least three (3) days in advance thereof. Disinfection will be conducted under the supervision of the Office of Environmental Health and Safety.

Contractor

PART II

EHS Representative _____
Date & time system closed _____ CL2
Residual _____
Date & time system opened _____ CL2
Residual _____
Bacteriological test: Plate count _____ Coliform _____

THE WATER SYSTEM IDENTIFIED IN PART I HEREOF IS:

APPROVED _____

DISAPPROVED BY REASON OF _____

cc: Facilities Management

EHS Representative

C. Heating and Ventilating

1. Scope of Work

Furnish labor, equipment and materials to provide all required heating and ventilating work, including but not limited to the following:

- a. Gas-fired forced air furnaces, vents, and thermostatic controls.
- b. Warm air distribution ductwork, supply and return grilles.
- c. Kitchen exhaust systems including range hoods and ductwork to outside.
- d. Vent to exterior for Owner furnished dryers.
- e. All miscellaneous materials required for a complete installation.

2. Furnaces

Each unit shall be heated by gas-fired forced air furnace ducted to supply and return grilles. Temperature shall be controlled by one thermostat in each unit. Thermostat shall be wall-mounted with face thermometer, maximum temperature setting of 75°F, Honeywell Model T

87F, equivalent Johnson, or equal. Furnace shall be Day & Night Futura Lennox, or equal. Capacity as determined by HUD criteria.

3. Kitchen Exhaust

Kitchen exhaust fans shall be of centrifugal blower type manufactured and installed so as to provide required ventilation rate without producing excessive noise (refer to HUD criteria). Fans shall be isolated from ductwork and structure by flexible connections and vibration isolation mounts. Kitchens shall be provided with range hoods of length not less than the width of the range. Range hoods may have integral fans if of centrifugal type meeting HUD noise and kitchen ventilation requirements. Hoods shall have lights with separate switch, and removable, washable filters. Fans, if integral, shall be easily removable from hood interior.

4. Ductwork

Supply ductwork shall have 1" minimum thickness insulation throughout. All ductwork, where passing through walls and floors, shall be caulked between the structure and the duct and provided with closures so as to reduce the passage of sound from one room to another.

5. Fire Dampers

All fire dampers shall be State Fire Marshal approved.

6. Grilles and Registers

Grilles and registers shall have a net free area of not less than 70% of the duct area and shall be a standard catalog item with prime coat finish. All supply grilles shall have face operated manual volume dampers. Supply grilles shall be Krueger S800 V, or equal. Return registers shall be Krueger SHOH, or equal.

DIVISION 16:

ELECTRICAL

A. Electrical

1. Scope of Work

Provide equipment, services and facilities required for a complete, proper and substantial installation of all electrical systems. Include all materials, appliances and apparatus not specifically mentioned herein or noted, but necessary to make complete working installation of all electrical systems described herein. Contractor shall use energy saving ideas and life cycle analysis where applicable.

Furnish and install complete electrical systems including but not limited to the following:

Trenching, if and as required by the Southern California Edison Company.

The exterior electrical distribution system and a meter for each housing unit will be installed by the Southern California Edison Company.

Main distribution panels at each building including circuit breakers.

Feeders to power panels and branch-circuit panels as required.

Panels and circuit breakers for street lighting.

Wiring devices.

All hangers, anchors, sleeves, chases, support for fixtures, and electrical materials and equipment.

Lighting fixtures complete with lamps.

Wiring and connections to equipment furnished under the requirements of Division 15: Mechanical.

Smoke detectors.

Provision for a complete television distribution system.

Provision for a complete public telephone system.

Exterior lighting and control.

Power for electric ranges.

X

2. Workmanship

In accordance with NECA "Standard of Installation."

3. Materials and Installation

All material shall be new, free from defects, and as approved and listed by the Underwriter's Laboratories, Inc., for the purpose for which it is to be used. Each type of material shall be the same make and quality throughout the work. All conductors shall be copper. Lists of materials shall be submitted for approval. Shop drawings shall be submitted for electrical distribution, mains and multimeter sections, panels and circuit breakers, lighting fixtures, and fire alarm systems.

4. Codes, Permits and Inspection

All work shall conform to the latest edition of the National Electric Code, the California Administrative Codes, Title 19 (Public Safety), Title 8 (Electrical Safety Orders), Title 24, Part 3 Basic Electrical Regulations, General Order No. 128 and local codes and ordinances and the requirements of California Fire Marshal; these shall be regarded as the minimum standard of quality as regards material and workmanship.

5. Electrical Work for Mechanical Equipment

Provide electrical supply for equipment furnished and installed under the Mechanical Specifications.

6. Painting

All conduit, cabinets, and other work installed by the Contractor, which is exposed in finished portion of the buildings, shall be painted. Conduit shall not be exposed without approval of the Owner.

7. Switches

Switches shall be specification grade, quiet type, mounted 36" above floor. Provide GE 5951-2, Hubbell 1221-I, or equal. Color - Ivory.

Where exposed to the the weather, install weatherproof switches.

8. Receptacles

Convenience receptacles shall be specification grade, NEMA Standard ground type, Bryant 5352-1, GE 4107-2, or equal. Color - Ivory.

Where exposed to weather, install weatherproof receptacles.

Range - 50 AMP, 250 volt, 3-wire.

9. Fixtures

Install light fixtures, including hangers, diffusers, louvers, reflectors, auxiliary equipment, sockets, and Westinghouse, General Electric, Sylvania or equal lamps.

Lamps shall be new and operating at time of acceptance of building. Fluorescent lamps shall be rapid start, warm white.

Install all fixtures to meet requirements of the National Electrical Code and local regulations. Install a separate junction box concealed and so located to be accessible when the fixture is removed. Fixture bases are to be securely fastened. Fluorescent fixture ballasts shall be quiet in operation. Due to the wide range of quality available in apartment lighting fixtures, the University desires to select such fixtures only after a detailed investigation.

Each Contractor shall include in his bid a cash allowance of three hundred dollars (\$300.00) to cover the cost of lighting fixtures within and on the exterior of each of the housing units. This cash allowance is for net costs to the Contractor for materials delivered to the jobsite, and the contract sum will be adjusted in accordance with such net costs. Labor of installation, overhead and profit on account of cash allowances are included in the contract sum, and not in the allowance. Submit selected fixture samples for approval.

All lighting fixtures other than those within or on the housing unit shall be included in the contract sum and not in the allowance. Actual fixtures will be selected by the Contractor and submitted to the University for approval. Submit 6 copies of catalog cuts showing fixture construction and performance data for each lighting fixture.

10. Lighting

A high pressure sodium lighting system will be provided for parking areas, walkways and streets. Recreational areas shall use metal halide system. Terrace and outside stair fixtures (if used) shall be Prescolite #9344, Halo #H1303, or equal, black wall bracket. Provide building number fixture, Prescolite #4040 (no known equal) with 3" numbers designated by Architect. Outside lighting shall be automatically controlled with photo electric and time switches. Light intensity shall be as recommended by modified IES Standards.

11. Service Requirement and Panelboards

Provide centrally located space to contain service equipment and circuit breakers protecting the panelboard feeders. Place flush mounted panelboard in each unit. Provide 2 spare single pole breakers and 20% spaces for future circuit breakers in each panelboard.

Clearly label all breakers and switches. Provide 3 spare 2-pole breakers and 6 spaces in exterior lighting panelboard for futures. This panelboard shall have lockable doors and provisions to lock in circuits.

12. Tests

The Contractor shall connect the circuits as called for by these specifications and the plans, and shall record the insulation resistance of the conductors and equipment and submit to Architect for approval. Test shall be made by "Meggar," or equal equipment.

Demonstrations of operation of all electrical systems, and walkway lighting shall be made prior to completion of the project.

13. Maintenance Manual

Provide 6 copies of maintenance manual containing instructions, care, catalog date (manufacturer's) of all equipment installed, Contractor's and Subcontractor's names, addresses and telephone numbers. Index the catalog. Contractor to physically instruct Owner on maintenance and care and how all equipment is to function.

14. Telephone Service System

A telephone system shall be provided in each unit by the Contractor. The Contractor shall permit General Telephone Company, or other telephone system supplier, to install the external telephone distribution system and pay any and all fees, if any, which may be charged for such system, services, and installation.

15. Television System

The Contractor shall allow for placement of television cable, by the local television service supplier, to each apartment or to a point in each structure so that cable TV can be made available to each housing unit when and if ordered by the unit occupant.

16. Kitchen Appliances

Contractor to provide and install the following appliances in each kitchen:

Range Venthood
Diposal

See Mechanical Section
Insinkerator Model No.77,
Kitchenaid, or equal

17. Street, Walkway, and Parking Lot Lighting

Compliance with latest applicable IES Standards including energy conservation recommendations is required.

The standards shall have height, spacing, and wattage as required by the area for adequate lighting. The standards shall be set in concrete as recommended by the manufacturer. Locations shall be approved by area, and area shall be walked and locations marked prior to start of work.

Control lighting (street, walkway and parking) shall be by energizing by photo electric cell and de-energizing by time switch control. Time switch shall provide "early off," "late off," and "all night" control.

Grounding of the standard shall be with a 5/8" x 8' copperclad ground rod installed at each standard, or by grounding wire.

PACIFIC
Materials
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Ph 686-7587

UCSB Re.Ord. #232

FOUNDATION EXPLORATION
Proposed UCSB Faculty Housing
West Campus Area
Isla Vista
Santa Barbara County, California

FOR
UNIVERSITY OF CALIFORNIA
Facilities Management, Planning,
and Construction Office
Santa Barbara, CA 93106

May 30, 1984
Lab No: 8952-2
File No: 84-6271-2

APPENDIX A

"We Test The Earth"

INTRODUCTION

The proposed 65-unit Faculty Housing Complex is to be located on an 11.5-acre parcel on the easterly edge of the West Campus development of UCSB in the Isla Vista area of Santa Barbara County, California, as is shown on Enclosure A. The site is located immediately west of Fortuna Drive and east of the existing Devereux School Complex. The site is relatively level with drainage of from one to two percent in a southwest direction. Surface vegetation presently consists of high field grass and tobacco weed.

It is the purpose of this exploration to provide sufficient information concerning the characteristics of the soils in the supporting soil mantle to enable a suitable foundation design for the proposed faculty housing development. The scope of this investigation does not include analyses of geologic structures and associated features such as faults, fractures, or potential geologic movement. This exploration was conducted in accordance with presently accepted soils engineering procedures consistent with the scope of the proposed development and no warranty is implied.

FIELD INVESTIGATION

The subsurface soil conditions were explored by 6 truck mounted auger borings which were drilled to depths of up to 19 feet. Representative in-place tube soil samples were obtained during the drilling operation by the thin wall sampling tube method. Representative soil samples were obtained during the drilling operation for classification and subsequent laboratory testing. The borings were supplemented by five (5) field density tests which were performed by the sand cone method. The test locations are shown on Enclosure A, while the boring data is presented graphically on Enclosures B-1 through B-6. The results of our field investigation and laboratory tests are described herein.

MOISTURE DENSITY DETERMINATIONS

Maximum Density-Optimum Moisture data were determined in the laboratory from soil samples using the ASTM D-1557-78 Method of Compaction, modified to three layers: (4-inch diameter mold; 1/30 cubic foot volume; 3 layers; 25 blows per layer; 10-pound hammer; 18-inch fall).

The results of the Maximum Density-Optimum Moisture tests performed are tabulated on the following page.

MOISTURE DENSITY DETERMINATIONS - continued

<u>SOIL TYPE</u>	<u>SOIL DESCRIPTION</u>	<u>MAXIMUM DRY DENSITY (lbs/cu.ft)</u>	<u>OPTIMUM MOISTURE (%)</u>
I	Dark brown sandy clay	117.0	13.6
Curve Points: (112.6 @ 11.6) (117.0 @ 13.6) (112.5 @ 16.0)			
II	Brown silt and sand	121.5	11.0
Curve Points: (121.1 @ 10.5) (119.1 @ 12.3) (116.0 @ 13.3)			
III	Brown fine sandy silt	118.5	9.0
Curve Points: (117.9 @ 8.1) (118.2 @ 9.9) (116.3 @ 10.5)			

FIELD DENSITY SUMMARY (Sand Cone Method)

<u>TEST NO.</u>	<u>DEPTH (in.)</u>	<u>SOIL TYPE</u>	<u>FIELD MOIST. CONTENT (%)</u>	<u>DRY DENSITY (lbs/cu.ft)</u>	<u>% OF MAX. DRY DENSITY</u>
1	17.0	I	4.1	98.6	84.3
2	6.0	II	3.1	93.9	77.2
3	18.0	II	3.3	92.3	76.0
4	4.0	I	3.0	91.7	78.3
5	Surface	III	1.0	85.6	72.3

MECHANICAL ANALYSES (Values in Percent Passing)

<u>SIEVE SIZE</u>	<u>B-1 @ 2'</u>	<u>B-1 @ 8'</u>	<u>B-1 @ 13'</u>	<u>B-1 @ 18'</u>	<u>B-3 @ 3'</u>	<u>B-3 @ 5'</u>	<u>B-3 @ 10'</u>	<u>B-3 @ 15'</u>
3/8 In.	100	100	100	100	100	100	100	100
No. 4	99	100	100	98	93	100	98	94
No. 8	98	100	100	96	86	99	98	89
No. 16	95	100	100	94	78	99	97	82
No. 30	95	100	99	91	72	99	96	79
No. 50	90	100	70	85	67	98	95	76
No. 100	53	84	29	63	38	38	26	49
No. 200	41	11	23	50	17	24	7	29

SAND-SILT-CLAY (By Hydrometer)

<u>BORING NO.</u>	<u>DEPTH (ft.)</u>	<u>SAND %</u>	<u>SILT %</u>	<u>CLAY %</u>	<u>SOIL DESCRIPTION</u>
1	2.0	64	28	8	Silty sand
1	8.0	90	4	6	Sand
1	13.0	78	20	2	Sand
1	18.0	70	20	10	Sand
3	3.0	58	16	26	Clayey sand
3	5.0	72	10	18	Sand
3	10.0	92	8	0	Sand
3	15.0	72	24	4	Sand

EXPANSION TESTS

Expansion Tests were performed on representative soil samples which were recompacted to 90 percent relative compaction at near optimum moisture content and allowed to air dry to a moisture content below the shrinkage limit, at which time it was tested under various surcharge pressures. The results are tabulated below.

<u>SOIL TYPE</u>	<u>SURCHARGE PRESSURE (psf)</u>	<u>EXPANSION (%)</u>
I	60	11.2
I	650	3.1

In addition, the Expansive Soil Index was determined on Soil Type II by the present UBC 29-2 Expansion Determination Procedure. The dry density was found to be 112.2, the moisture content was 9.9, and the Expansion Index was found to be 33. On soil Type III the dry density was 110.7, moisture content was 9.8 and Expansion Index was found to be 27.

CONSOLIDATION TESTS

Nine Consolidation Tests were performed on representative in-place tube soil samples in both the natural field and at increased moisture contents. The results of the consolidation tests are presented graphically on Enclosures C-1 through C-9.

DIRECT SHEAR SUMMARY

Two direct shear tests were performed on representative undisturbed soil samples in the flooded condition. The soil samples were recompacted in a 2.43-inch diameter ring, 1.5-inches thick.

<u>BORING NO.</u>	<u>DEPTH (ft.)</u>	<u>INTERNAL ANGLE OF FRICTION (Degrees)</u>	<u>COHESION (psf)</u>
2	2.0	17	70
6	5.0	15	40

"R" VALUE DETERMINATIONS

Representative soil samples were obtained of the existing soil profile at the anticipated horizon of the internal street network. The "R" Values were obtained at the locations shown on Enclosure A. The soils were found to be a dark brown to black slightly silty clay and, when tested by the "R" Value Method, the soil could not be completely retained in the molds, indicating an "R" Value of approximately 5 for each specimen.

FINDINGS

1. Free ground water was encountered in all borings at depths ranging from 11 to 18 feet below present ground surface. This free ground water appears to be a perched water table which is resting upon the underlying shale formation and is anticipated to rise during winter rainy seasons.
2. The top 18 to 24 inches of existing surface soils should be considered loose to only moderately firm in their present natural state.
3. The existing surface soils should be considered highly expansive.
4. Results of the Consolidation Tests indicate that some of the surface soils have a potential for expansion with surcharge pressures of up to 1000 psf. In addition, the soils were only slightly to moderately sensitive to sudden moisture changes and slightly to moderately compressible.

RECOMMENDATIONS

It is the understanding of this Laboratory, the 11.5-acre site is to be created by a formal grading operation, after which, a 65-unit tract type two story faculty housing complex, which will be housed in 25 separate structures, will be constructed on the graded area. Based upon this understanding, we recommend the following.

GRADING

1. The area to be graded shall be cleared of surface vegetation, including roots and root structures.
2. Prior to fill placement beneath the proposed building sites and for a minimum distance of 10 feet beyond their exterior perimeter, the top 24 inches of existing surface soils shall be removed, after which the top 8 inches of the exposed ground surface shall then be scarified, moistened or dried to near optimum moisture content, and recompactd to a minimum of 90 percent relative compaction.
3. In areas greater than 10 feet beyond the exterior perimeter of the structures where additional fill material is to be placed, only the top 12 inches of existing surface soils need be removed or otherwise recompactd prior to fill placement.
4. Fill material shall be spread in lifts of approximately 6 inches, moistened or dried to near optimum moisture content, and recompactd to a minimum of 90 percent relative compaction.
5. The compaction standards shall be the ASTM D-1557-78 Method of Compaction, modified to three layers.
6. Positive drainage shall be provided away from the structures and to the streets or to appropriate drainage structures.

It is the intent of the above recommendations that beneath the proposed structures and for a minimum distance of 10 feet beyond their exterior perimeter, the top 24 inches of existing surface soils be removed during the grading operation or be recompactd prior to placement of additional fill material over the presently existing ground surface.

BUILDING CONSTRUCTION RECOMMENDATIONS

It is the understanding of this Laboratory, the proposed structures will be two story wood frame condominium type units with concrete slabs on grade. Based upon this understanding, we recommend the following:

1. All footings shall be continuous.
2. Exterior footings shall extend a minimum distance of 24 inches below exterior ground surface and shall contain four No. 4 rebar placed two in the base and two in the stem of the footing.
3. Interior continuous footings shall extend a minimum distance of 18 inches below compacted soil surface and shall contain two No. 4 rebar placed one in the base and one in the stem of the footing.
4. Concrete slabs on grade shall contain No. 3 rebar spaced 24 inches on center each way and shall be underlain with a 4-inch sand layer in which an impervious membrane is embedded.
5. Concrete slabs on grade shall be doweled into all adjacent footings using No. 3 rebar dowels spaced 24 inches on center.
6. Based upon compliance with the above recommendations, a maximum safe soil bearing value of 1400 psf with a one-third increase when considering wind or seismic movement may be assumed.

It should be noted, the soils which will be supporting the proposed two story wood frame structures is classified as highly expansive and nominal movement within the structures is anticipated due to the volume changes which will occur in the soils when the soils are allowed to change moisture content. This expansive soil condition should be taken into consideration during landscaping and placing of exterior flat work as excessive moisture applied adjacent to the structures by an irrigation system or trapped rain water adjacent to the structures could conceivably result in adverse movement of the foundation systems. We, therefore, wish to emphasize the importance of positive surface drainage away from the structures and proper control of surface irrigation water within the 10-foot perimeter of the proposed structures. Positive surface drainage should include gutters and downspouts which discharge a minimum distance of 10 feet beyond the exterior perimeter of the structures.

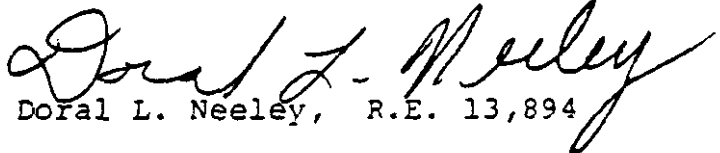
INTERNAL ROAD NETWORK CONSTRUCTION

Assuming normal automobile traffic, we recommend the internal street network be constructed utilizing two inches asphalt concrete underlain with 9 inches Class II Aggregate base which is in turn underlain with 9 inches native soil which has been recompacted to 95 percent relative compaction. As an alternate to this street structural section, you may wish to consider two inches asphalt concrete underlain with 5 inches Class II aggregate base, which is in turn underlain with 5 inches of import granular soil such as yellow sand which has a minimum sand equivalent of 30 and a minimum "R" Value of 40. This sand should be recompacted to 95 percent relative compaction and should be underlain with 9 inches of native soils which have been recompacted to a minimum of 95 percent relative compaction.

In collector areas or areas where heavy truck traffic is anticipated, we suggest the above specified structural sections be modified to include 3 inches asphalt concrete surfacing instead of the 2 inches recommended for normal automobile traffic areas.

Respectfully submitted,

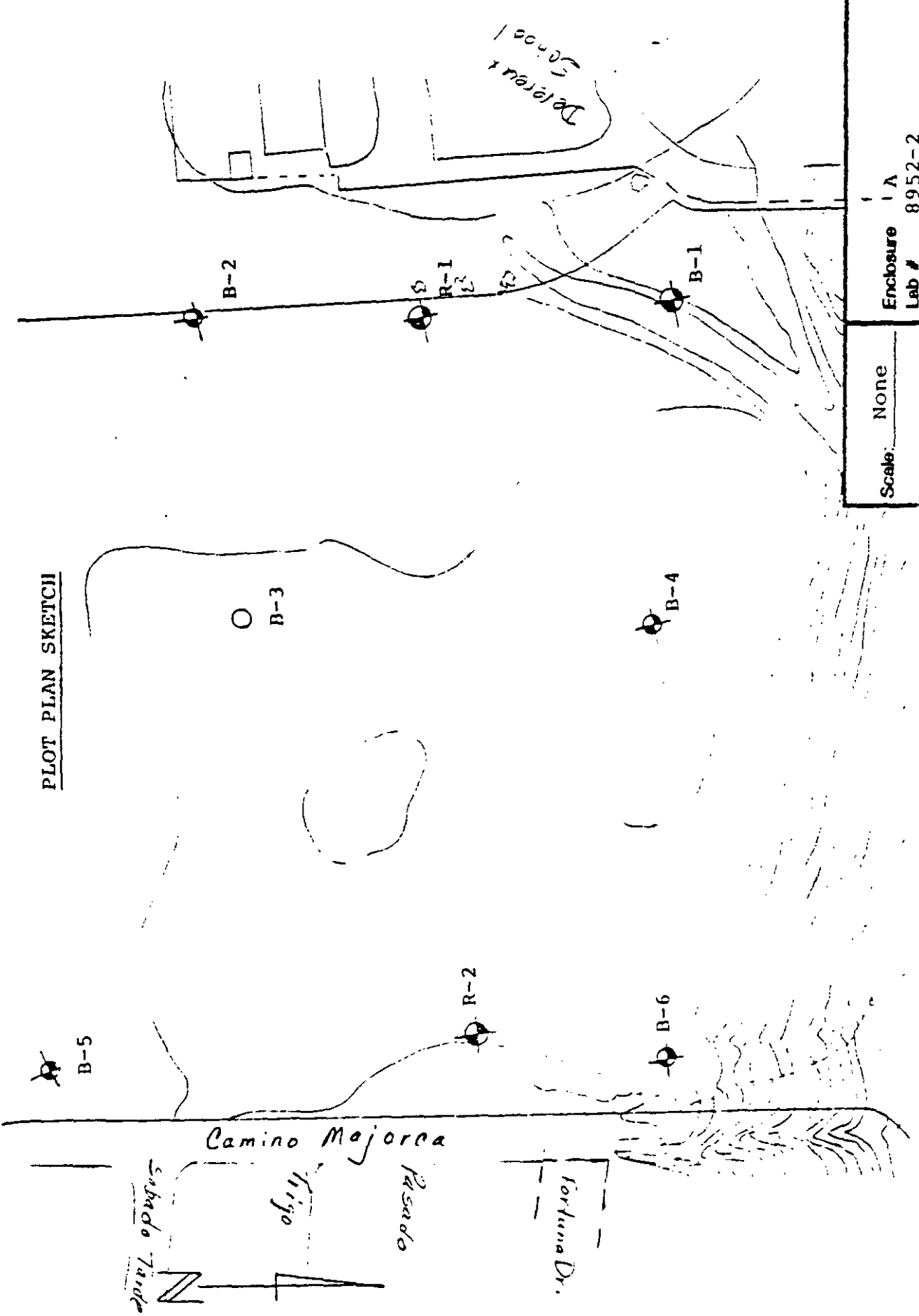
PACIFIC MATERIALS LABORATORY, INC.


Doral L. Neeley, R.E. 13,894

President

DLN:mt

PLOT PLAN SKETCH



Scale: None

Enclosure: A

Lab # 8952-2

File # 84-6271-2

BORING LOG DATA

BORING NO. 1 GROUND SURFACE ELEVATION 32.1'

<u>Dry Density (pcf)</u>	<u>Moisture Content (%)</u>	<u>Depth (ft.)</u>	<u>Soil Log</u>	<u>Soil Description</u>
98.6	4.1	1		Beige fine sand and silt, poorly graded, moist and firm
97.7	3.1	2		
		3		
		4		
		5		
		6		
		7		
88.6	9.9	8		Brown sand with moderate silt, poorly graded, very moist and firm
		9		
		10		
88.3	29.0	13		Gray and gold marbled clayey sand, poorly graded, very moist and firm
		11		
		12		
		14		
		15		
97.3	24.2	18		Ground water Black sand with crushed shells, poorly graded, saturated and moderately firm
		17		
		19		

Enclosure: B-1
 Lab No: 8952-2
 File No: 84-6271-2

BORING LOG DATA

BORING NO. 2 GROUND SURFACE ELEVATION 33.0

<u>Dry Density (pcf)</u>	<u>Moisture Content (%)</u>	<u>Depth (ft.)</u>	<u>Soil Log</u>	<u>Soil Description</u>
93.9	3.1	1		
93.4	9.3	2		Brown sandy silt, poorly graded, moist and firm
		3		
		4		Gray green sandy clay, poorly graded, moist and firm
99.1	10.5	5		
		6		
		7		
		8		
		9		Greenish sand and moderate silt, poorly graded, moist and firm
87.9	7.5	10		
		11		
		12		
		13		
		14		Ground water
	24.2	15		Black sandy clay with shell pieces, poorly graded, moist and firm
		16		
		17		Greenish clay with moderate sand, poorly graded, moist and firm
79.2	38.9	18		
		19		

Enclosure: B-2
 Lab No: 8952-2
 File No: 84-6271-2

BORING LOG DATA






BORING NO. 3 GROUND SURFACE ELEVATION 34.3'

<u>Dry Density (pcf)</u>	<u>Moisture Content (%)</u>	<u>Depth (ft.)</u>	<u>Soil Log</u>	<u>Soil Description</u>
93.9	3.1	1		Gray green sandy silty clay, poorly graded, moist and firm
		2		
99.6	20.1	3		Beige sand with silt binder, poorly graded, moist and firm
		4		
103.8	7.5	5		
		6		
		7		Greenish brown, tan, laminated sand with silt binder, poorly graded, moist and firm
		8		
		9		
82.8	13.0	10		Black silty sand with seashell pieces, poorly graded, very moist and firm
		11		
		12		Ground water
		13		Black silty sand with seashell pieces, poorly graded, very moist and firm
		14		
	24.2	15		
		16		

Enclosure: B-3
 Lab No: 8952-2
 File No: 84-6271-2

BORING LOG DATA -

BORING NO. 4 GROUND SURFACE ELEVATION 34.6'

<u>Dry Density (pcf)</u>	<u>Moisture Content (%)</u>	<u>Depth (ft.)</u>	<u>Soil Log</u>	<u>Soil Description</u>
92.3	3.3	1		Dark brown sandy silt, poorly graded, moist and firm
93.7	13.0	2		
		3		
		4		
93.0	13.9	5		Light brown sandy clay with fine to medium gravel, poorly graded, firm and moist
		6		
		7		
		8		
97.3	17.6	9		Greenish sand with silt binder, poorly graded, moist and firm
		10		
		11		Ground water
		12		
		13		
		14		
92.6	29.0	15		Black silty sand, poorly graded, seashell pieces, moist and firm
		16		

Enclosure: B-4
 Lab No: 8952-2
 File No: 84-6271-2

BORING LOG DATA


BORING NO. 5 GROUND SURFACE ELEVATION 33.8'

<u>Dry Density (pcf)</u>	<u>Moisture Content (%)</u>	<u>Depth (ft.)</u>	<u>Soil Log</u>	<u>Soil Description</u>
91.7	3.0	1		Black sandy silty clay, poorly graded moist and firm
		2		
		3		
		4		
97.7	10.8	5		Brown sandy clay, poorly graded, moist and firm
		6		
		7		
		8		
		9		Beige sand with clay pieces, poorly graded, moist and firm
86.6	11.2	10		
		11		
		12		
		13		Ground water
		14		
95.4	21.3	15		Black sand with seashell pieces, poorly graded, saturated and loose
		16		

Enclosure: B-5
 Lab No: 8952-2
 File No: 84-6271-2

BORING LOG DATA

BORING NO. 6 GROUND SURFACE ELEVATION 34.9'

<u>Dry Density (pcf)</u>	<u>Moisture Content (%)</u>	<u>Depth (ft.)</u>	<u>Soil Log</u>	<u>Soil Description</u>	
85.6	1.0	1		Beige fine sandy silt, moist and firm	
99.6	7.6	2			
		3			
		4			Light brown sand, silt and clay, poorly graded, moist and firm
97.4	10.7	5			
		6			
		7			
		8			Beige fine sand, poorly graded, moist
		9			
82.5	9.3	10			
		11			Ground water

Enclosure: B-6
 Lab No: 8952-2
 File No: 84-6271-2

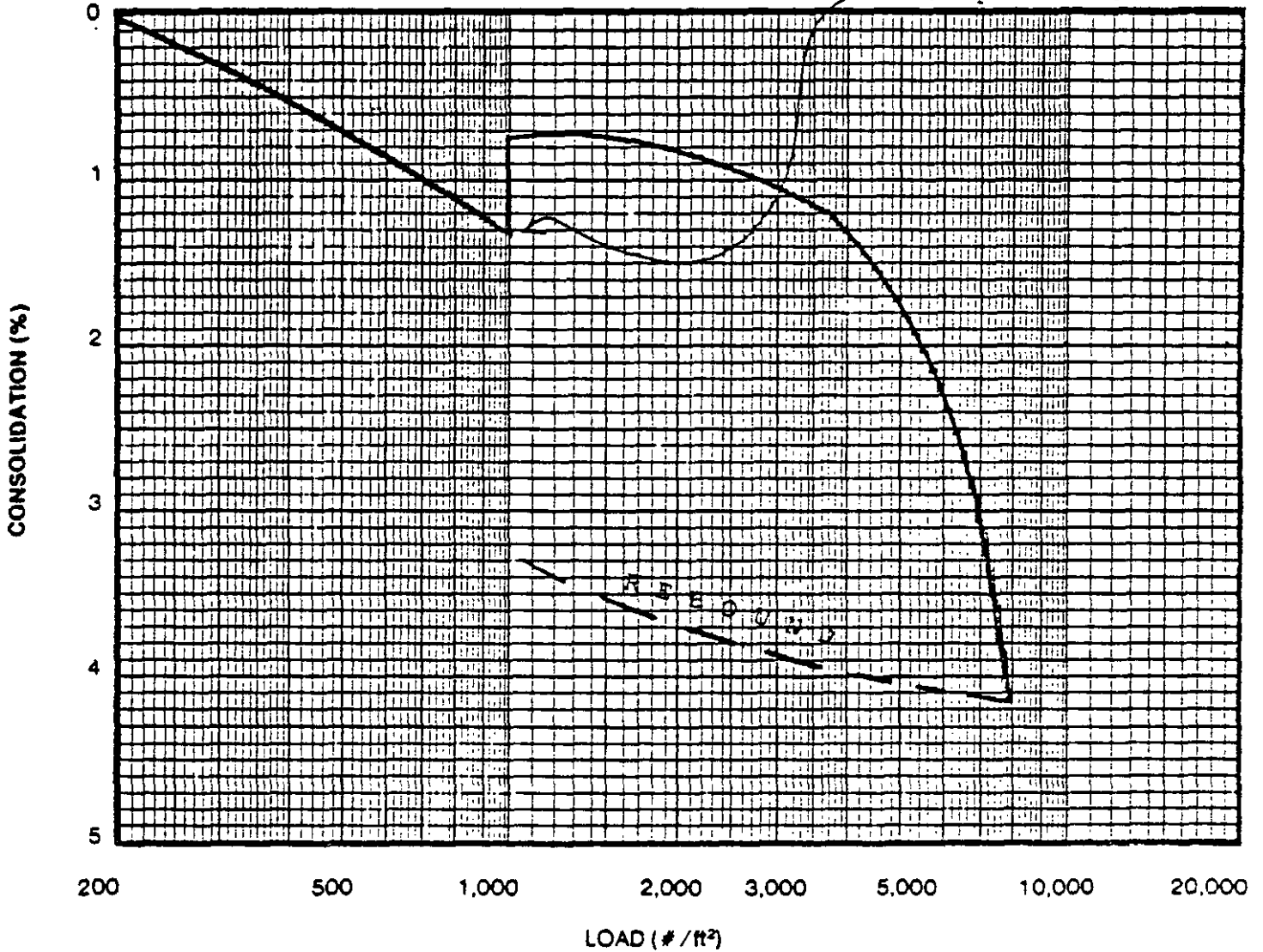
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 1

2' Depth

Sample Flooded



Enclosure C-1
Lab # 8952-2
File # 84-6271-2

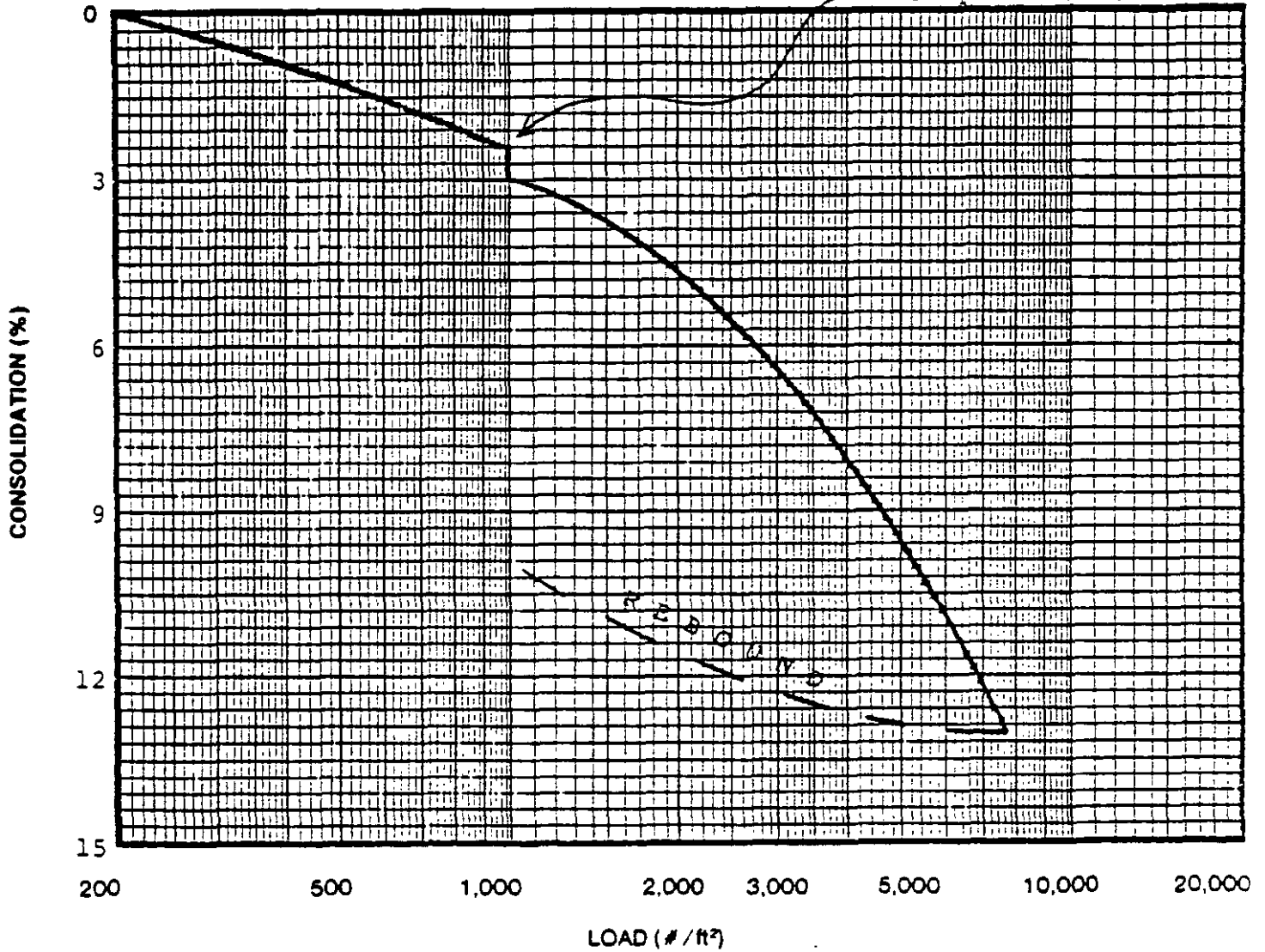
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 2

2' Depth

Sample Flooded



Enclosure C-2
Lab # 8952-2
File # 84-6271-2

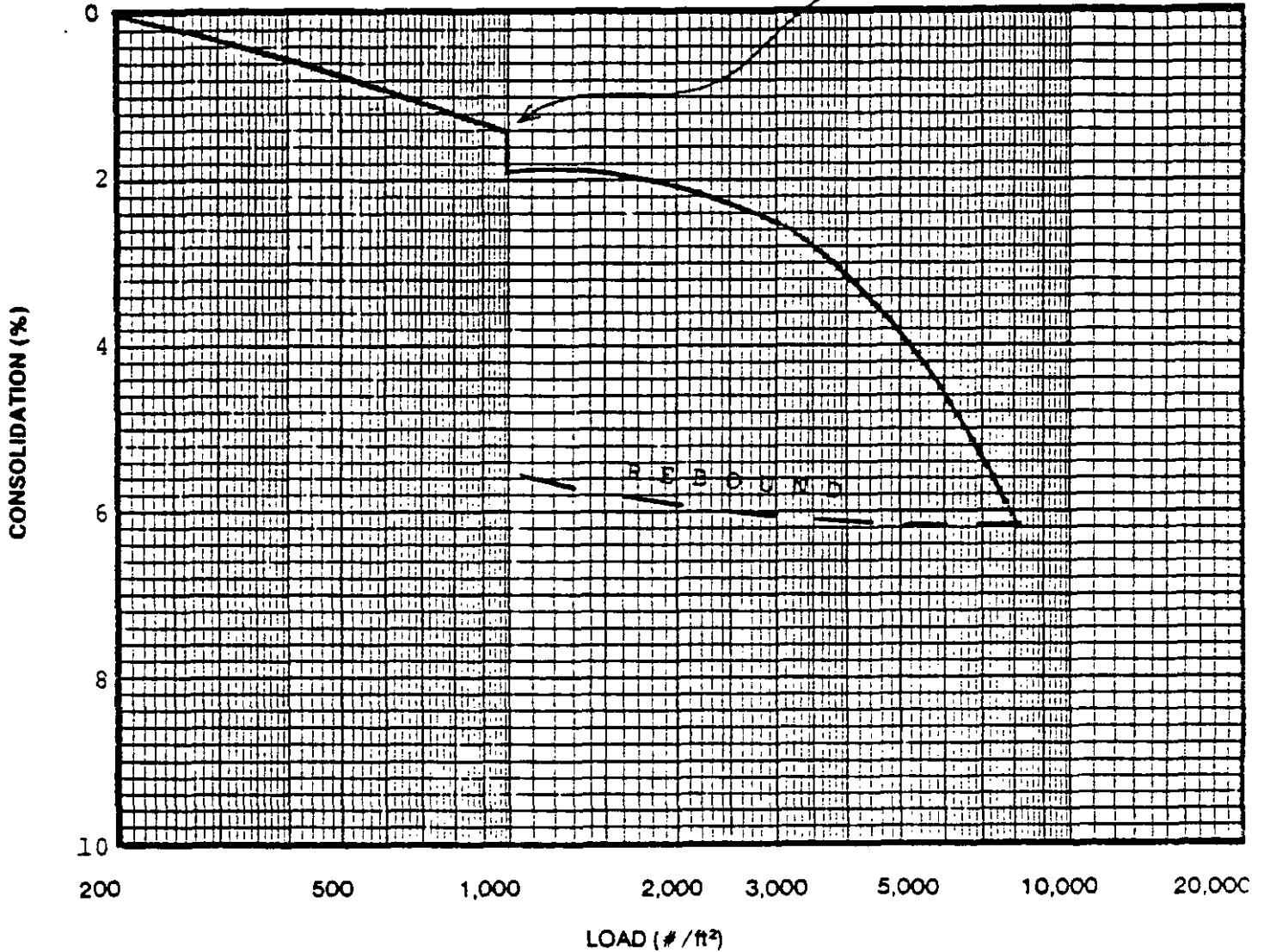
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 2

5' Depth

Sample Flooded



Enclosure C-3
Lab # 8952-2
File # 84-6271-2

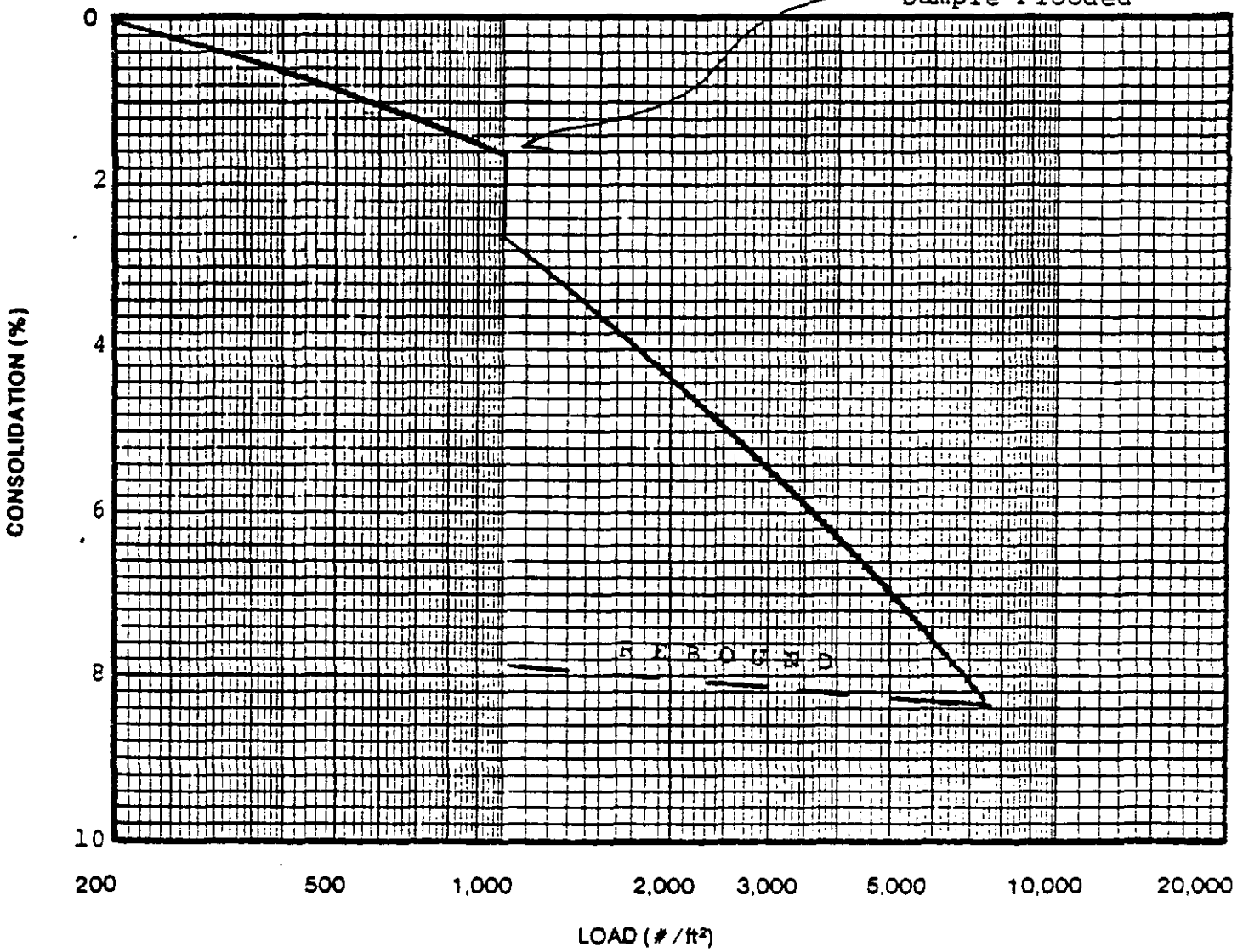
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 2

10' Depth

Sample Flooded



Enclosure C-4
Lab # 8952-2
File # 84-6271-2

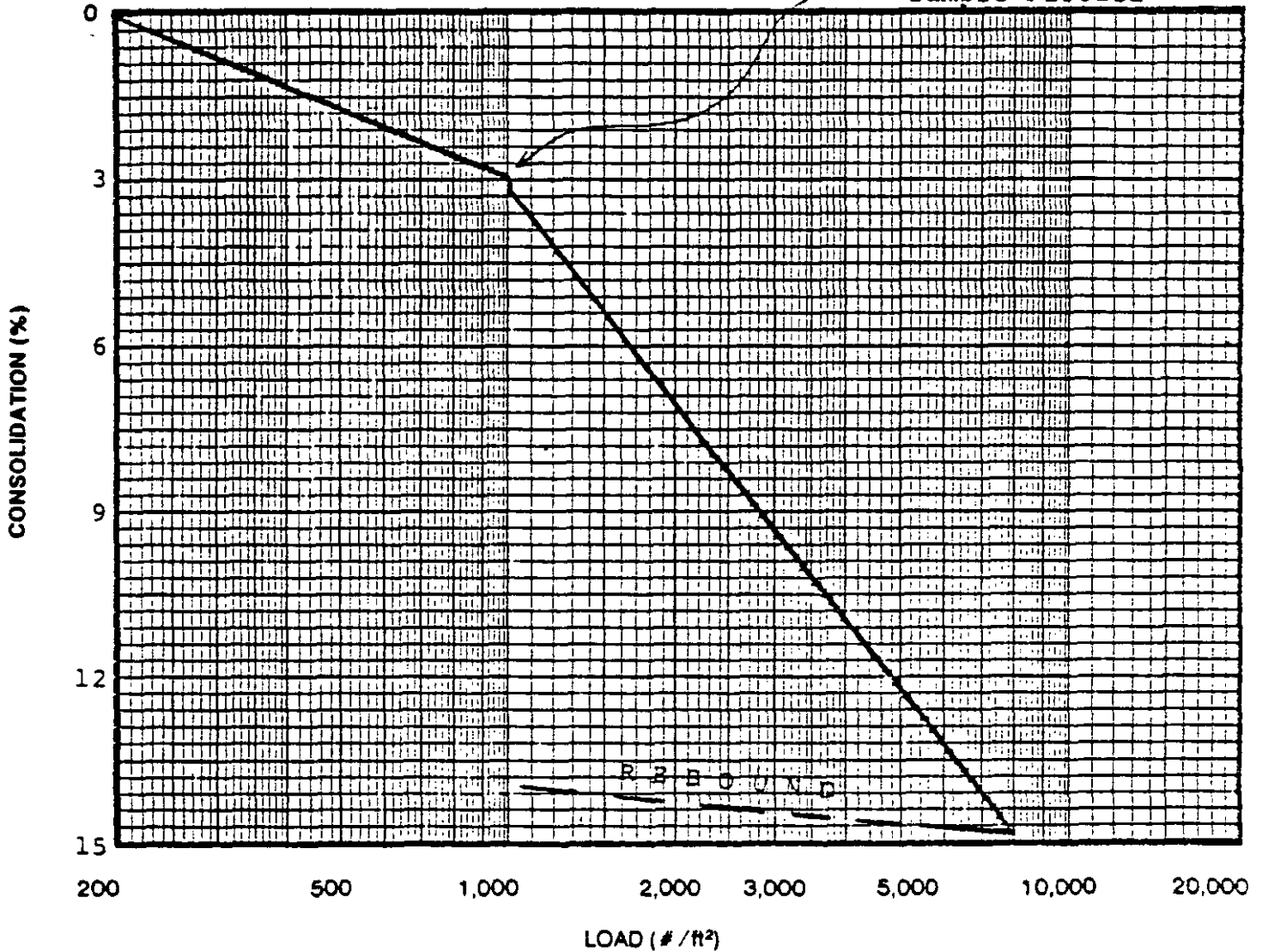
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 3

5' Depth

Sample Flooded



Enclosure C-5
Lab # 8952-2
File # 84-6271-2

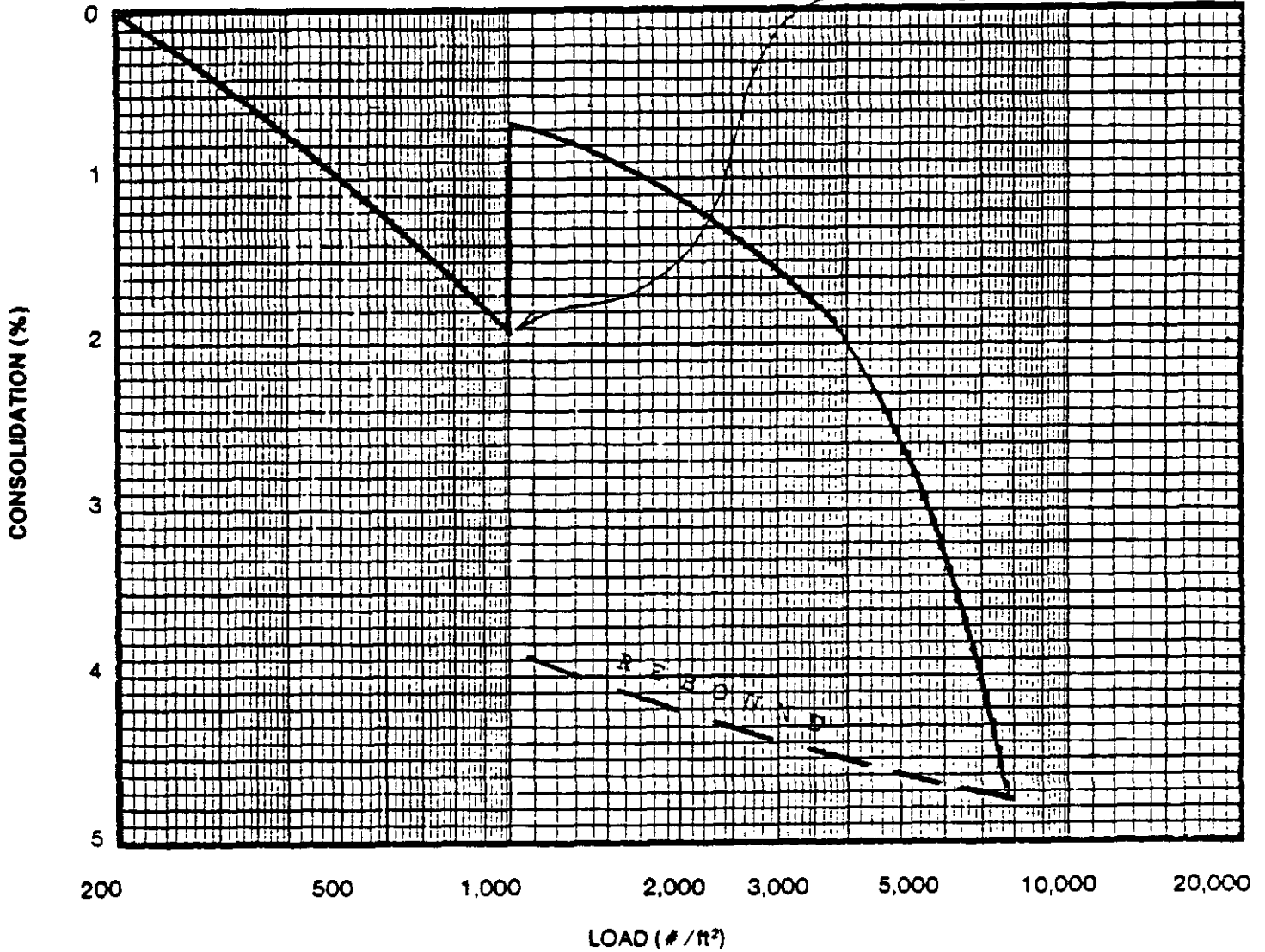
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 4

2' Depth

Sample Flooded



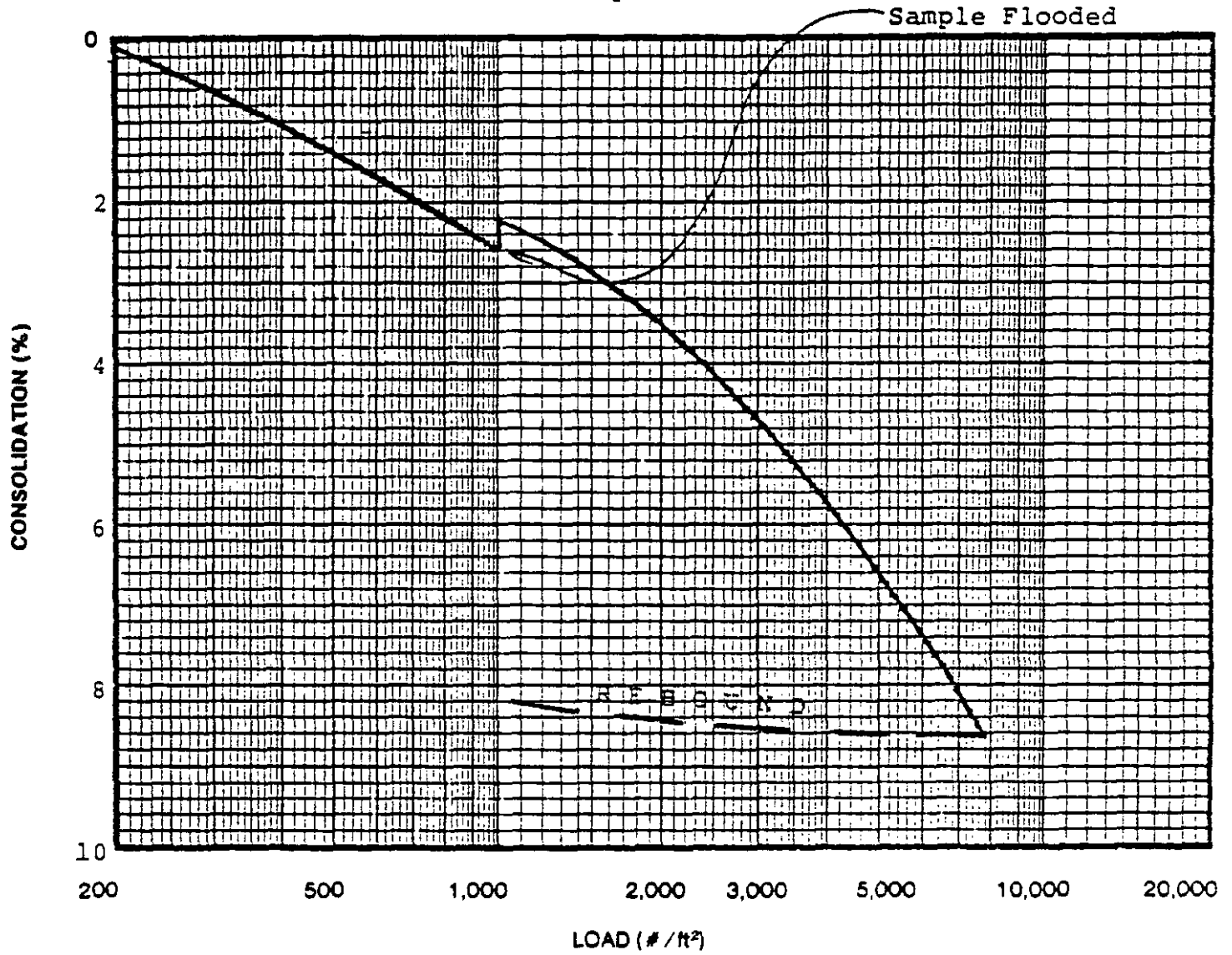
Enclosure C-6
Lab # 8952-2
File # 84-6271-2

CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 4

5' Depth



Enclosure C-7
Lab # 8952-2
File # 84-6271-2

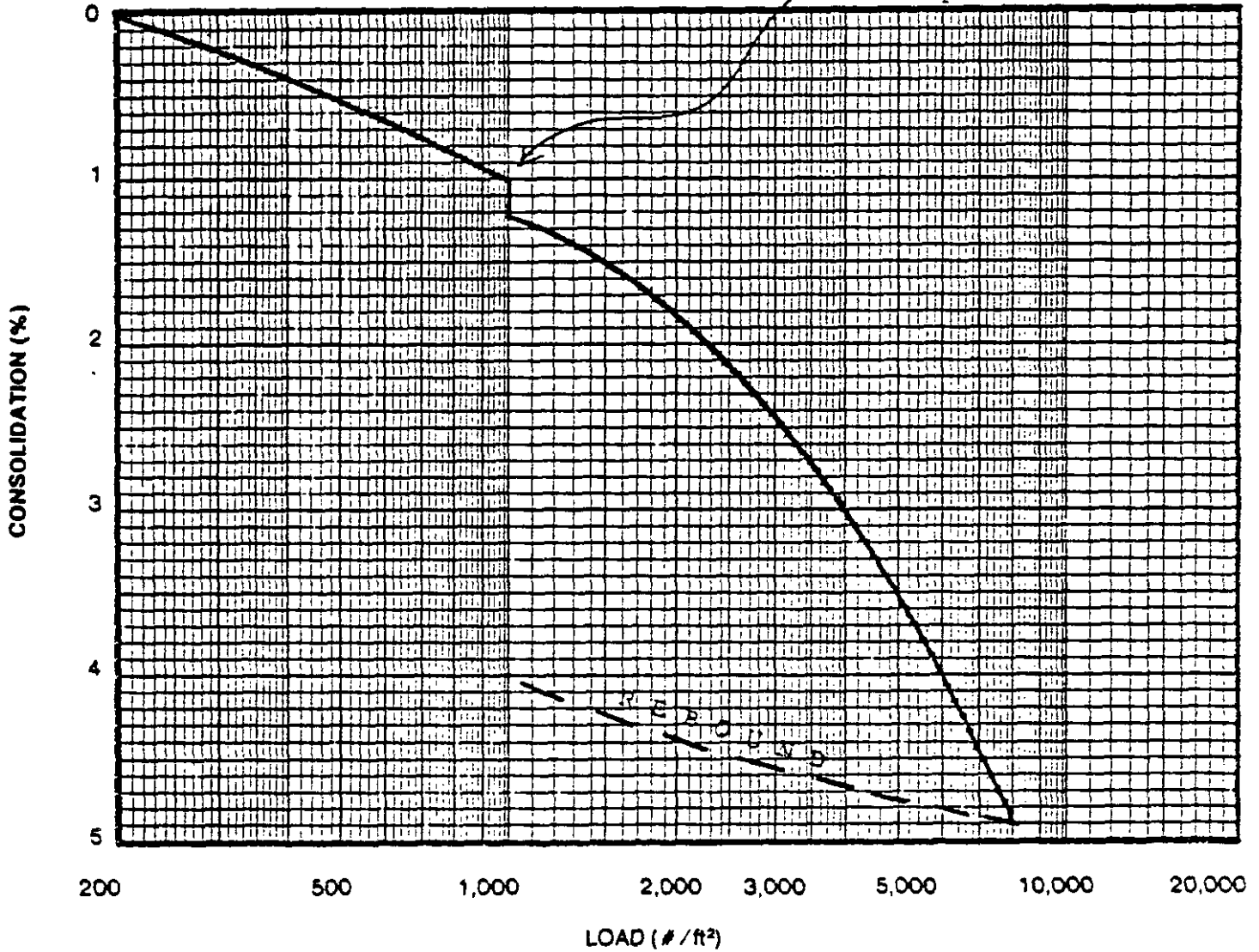
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 4

10' Depth

Sample Flooded



Enclosure C-8
Lab # 8952-2
File # 84-6271-2

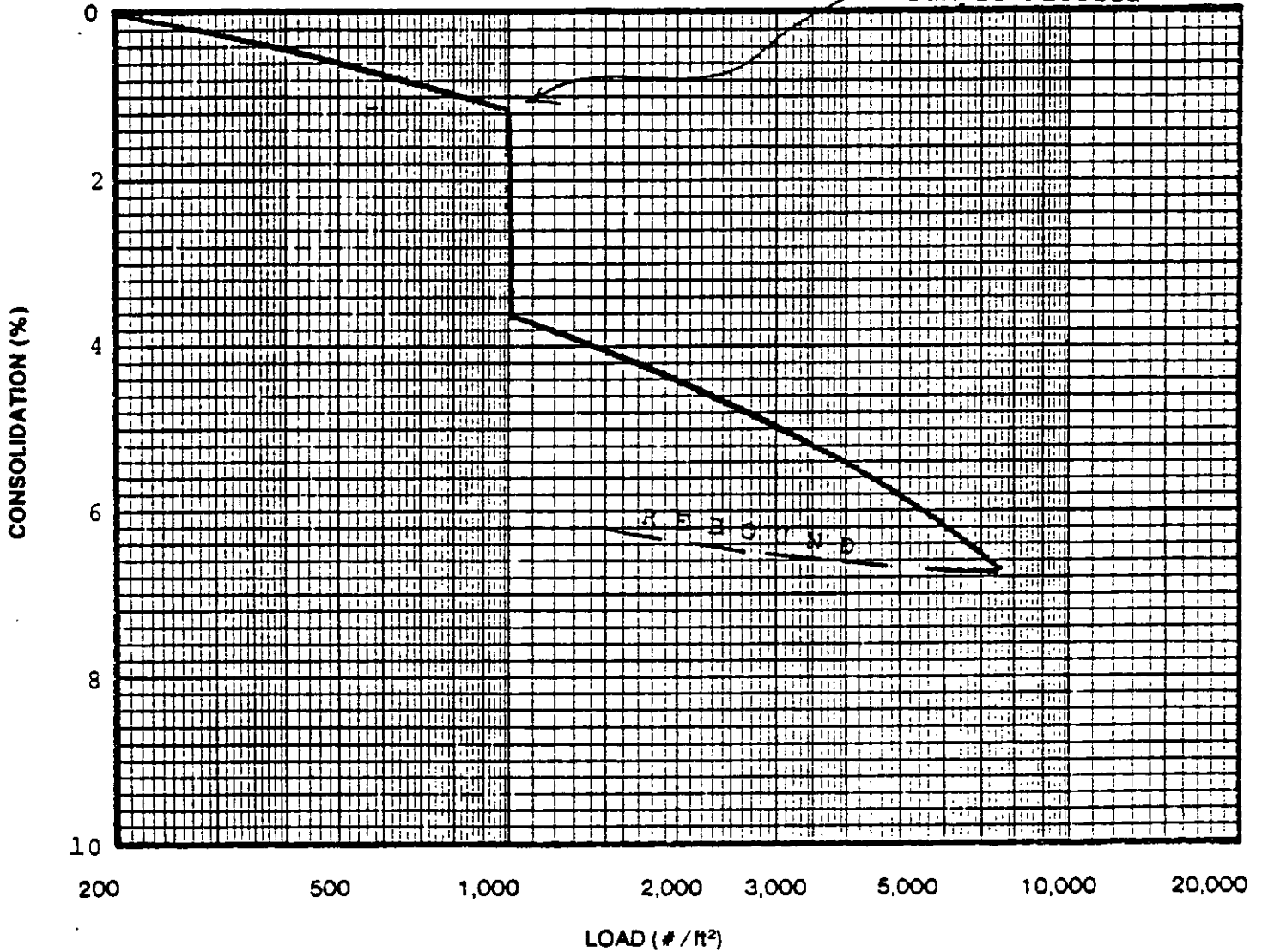
CONSOLIDATION TEST DATA

Undisturbed Sample

Boring No. 4

15' Depth

Sample Flooded



Enclosure C-9
Lab # 8952-2
File # 84-6271-2

EVALUATION Procedures

EVALUATION PROCEDURES

A. Background

The purpose of the evaluation process is to establish, through the use of objective criteria uniformly applied to all submittals, the quality of the Faculty Housing Project as contained in the Technical Proposal. Each Technical Proposal will be evaluated by University technical staff and a Building Committee with faculty, staff, community, and design professional members.

The maximum number of points will be assigned according to the following categories:

1. Planning	350 points
2. Design	450 points
3. Engineering and Specifications	<u>200 points</u>
Total	1,000

These major areas are further defined in the following Technical Proposal Criteria and will be the basis for assigning a total Quality Point Value for each Technical Proposal.

B. Evaluation Process

Each Technical Proposal will undergo a 2-phase evaluation procedure:

1. Phase 1: Staff Recommendation

Under the direction of the Assistant Vice Chancellor, Facilities Management, University staff will prepare a review of each Technical Proposal and assign a recommended Quality Point Value to each Proposal.

The staff may, in the course of their review, find that some clarification of a proposal is required for a fair and objective evaluation. In that event, clarification will be requested in writing and the bidder will be given the opportunity to respond in writing. Changes to Technical Proposals will neither be requested nor accepted during the evaluation process and clarification can not change the bid price. Do not assume you will be contacted to clarify, discuss, or revise your proposal.

2. Phase 2: Building Committee

The Building Committee will make a final determination of the Quality Point Value for each Technical Proposal after review of the Proposal, staff recommendation, and design-builder presentation. The Quality Point Value determined by the Building Committee is final and no appeal of their decision will be considered.

C. Non-Responsive Proposals

During the evaluation process it may become apparent that one or more the Technical Proposals do not qualify for consideration on the basis of technical deficiencies. If so determined by the Building Committee, the basis for such a decision will be explained in writing and all materials returned to the bidder. The decision of the Building Committee is final and no appeal will be considered.

D. Notice

The final Quality Point Value assigned to each proposal will be announced at the conclusion of the evaluation, no later than 14 calendar days after submittal of the Cost and Technical Proposals. Only the total Quality Point Value will be presented and no detailed analysis of the points assigned each item of the Proposal Criteria will be released by the University.

F. Apparent Low Bidder

The following equation will be used to determine the apparent low bidder:

$$\text{Cost Proposal} / \text{Quality Point Value} = \text{Cost per Unit of Quality}$$

The lowest cost per unit of quality is determined by this calculation and identifies the apparent low bidder.

Examples:

Proposal 1: \$7,200,000 Cost Proposal / 700 Quality Point Value =
 \$10,286 Cost / Quality

Proposal 2: \$7,100,000 Cost Proposal / 680 Quality Point Value =
 \$10,441 Cost / Quality

Proposal 3: \$7,300,000 Cost Proposal / 730 Quality Point Value =
 \$10,000 Cost / Quality

Proposal Number 3 is determined to be the apparent low bidder. Note the apparent low bidder does not necessarily represent the lowest Cost Proposal, but the lowest cost, within the established budget limit, per unit of quality.

Once the evaluation has been completed, the Technical Proposal and other bid documents submitted by the apparent low bidder will be available for review by all interested participants. Detailed analysis and technical evaluation data for all other proposals will be retained, in confidence, by the University and will not be available for review.

G. Technical Proposal Criteria: General Scheme

1. Planning

a. Architectural/Planning Character

- (1) Image
- (2) Growth Potential
- (3) Boundaries
- (4) Entrance

b. Orientation

- (1) Noise
- (2) Sun
- (3) Views
- (4) Privacy
- (5) Climate Sensitivity

c. Circulation and Parking

- (1) Pedestrian/Bicycle
- (2) Automobile
- (3) Parking
 - (a) Guests
 - (b) Location
 - (c) Screening/Landscaping

d. Open Spaces and Landscaping

- (1) Adult
- (2) Children

2. Design

a. Exterior

- (1) Clusters
- (2) Townhouses

- b. Layout
 - (1) Living Room
 - (2) Dining Area
 - (3) Kitchen
 - (4) Master Bedroom
 - (5) Other Bedrooms
 - (6) Study/Library
 - (7) Storage
 - (8) Garage
 - (9) Utilities
- 3. Site Engineering and Specifications
 - a. Materials
 - (1) Quality
 - (2) Durability
 - (3) Ease of Maintenance
 - b. Engineering Quality
 - (1) Electrical system
 - (2) Water Distribution System
 - (3) Irrigation System
 - (4) Sewerage
 - c. Landscaping
 - (1) Attractiveness
 - (2) Quality of Materials
 - (3) Water Consumption
 - (4) Ease of Maintenance
 - d. California Coastal Commission 1980 Long Range Development Plan Requirements
 - e. Environmental Impact Report Requirements

END OF EVALUATION PROCEDURES

SECTION V

Schedule of Drawings

UCSB File #33-145

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1 of 3	Site Location Plan	4/9/84
2 of 3	Site Topography	4/9/84
3 of 3	Utilities Offsite Site Topography	4/9/84

UNIVERSITY OF CALIFORNIA, SANTA BARBARA



BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

FACILITIES MANAGEMENT
OFFICE OF PLANNING & CONSTRUCTION
(805) 961-2081

SANTA BARBARA, CALIFORNIA 93106

March 6, 1985

GOLDRICH & KEST, INC.
5150 Overland Avenue
Culver City, CA 90230

*West Campus
Parcel # 73-09-2A*

Faculty Housing
Project No. 986320
Amount of Contract \$7,189,269

NOTICE TO PROCEED

One copy of the executed contract for the referenced project is forwarded for your files.

Confirming my telephone call of March 6, 1985, you are hereby notified to commence work under the contract. Issuance of this "Notice to Proceed" establishes this date as the starting date for all contractual work and will permit approval of progress payments. The times established in the Agreement for completion of various units and for the completion of all work will commence at the recording of the contract which shall be on a mutually acceptable date. These times shall also be used to determine the assessment of liquidated damages as established by the agreement.

Yours very truly,

T. L. Towne
Assistant Vice Chancellor

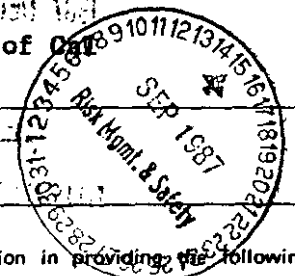
JLW/tbt

Enclosure

cc: Vice Chancellor Kroes

RELIANCE INSURANCE COMPANY

Our Bond Number B-530587	Effective Date 8/20/86	Original Contract Price 268,600.00	SEP 10 1987
Contractor's Name & Address Parton & Edwards Const.		Owner/Obligee Regents for the Univ. of Cal.	
Description of Contract addition & alteration to bldg. 815, UCSB #PM850265R/986340			



Addressee

The Regents of the University of
California
2200 University Ave.
Berkeley, CA 94720

We look forward to your cooperation in providing the following information, subject to the statement noted below.

Thank you,

Sylvia Rivas

IF THE CONTRACT HAS BEEN COMPLETED, PLEASE STATE:

Date of Completion of Work (or Final Delivery) 9-4-87	Acceptance Date 9-4-87	Final Contract Price \$426,809.49
--	---------------------------	--------------------------------------

IF THE CONTRACT IS UNCOMPLETED, PLEASE STATE:

Approx. Percentage or Dollar Amount of Contract Completed	Is progress satisfactory?
---	---------------------------

OTHER:

Do you know of any claims or liens? If "Yes", please explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remarks (claims or liens/progress or completion):
--	---

It is understood that the information contained herein is furnished as a matter of courtesy for the confidential use of the Surety and is merely an expression of opinion. It is also agreed that in furnishing this information, no guaranty or warranty of accuracy or correctness is made and no responsibility is assumed as a result of reliance by the Surety whether such information is furnished by the owner or by an architect or engineer as agent of the owner.

Please return this inquiry to:
RELIANCE INSURANCE COMPANY

Date _____

Owner/Obligee

By: J. B. Julian

Signature

Title

Address

Monarch Planning & Construction

E.N. Dept. UCSB, Santa Barbara Ca

93106

10-20-86

PRODUCER
ALLEN LAWRENCE & ASSOC., INC.
INSURANCE RESOURCES CORP
7033 OWENSMOUTH AVE
CANOGA PARK, CA 91303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	HOME INSURANCE COMPANY
COMPANY LETTER	
COMPANY LETTER	
COMPANY LETTER	
COMPANY LETTER	

INSURED
UCSB FACULTY HOUSING &
GOLDRICH & KEST, INC. CONTRACTOR
P.O. BOX 36 23
CULVER CITY, CA 90230

COVERAGES

THIS IS TO CERTIFY THAT 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.

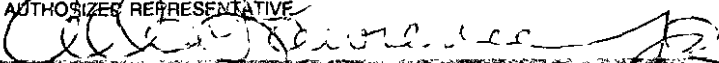
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY					
<input type="checkbox"/>	COMPREHENSIVE FORM				BODILY INJURY	\$
<input type="checkbox"/>	PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE	\$
<input type="checkbox"/>	PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	\$
<input type="checkbox"/>	CONTRACTUAL				PERSONAL INJURY	\$
<input type="checkbox"/>	INDEPENDENT CONTRACTORS					
<input type="checkbox"/>	BROAD FORM PROPERTY DAMAGE					
<input type="checkbox"/>	PERSONAL INJURY					
	AUTOMOBILE LIABILITY					
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/>	ALL OWNED AUTOS (PRIV. PASS)				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/>	ALL OWNED AUTOS (OTHER THAN PRIV. PASS)				PROPERTY DAMAGE	\$
<input type="checkbox"/>	HIRED AUTOS				BI & PD COMBINED	\$
<input type="checkbox"/>	NON-OWNED AUTOS					
<input type="checkbox"/>	GARAGE LIABILITY					
	EXCESS LIABILITY					
<input type="checkbox"/>	UMBRELLA FORM				BI & PD COMBINED	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	OTHER					
A	COURSE OF CONSTRUCTION	EXB-67-53-37	POLICY EXTENTION	10/28/86 - 1/28/87	LIMIT: \$6,135,269.	ALL RISK INCL EQ AND FLOOD

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 LOCATION: STORK ROAD & CAMINO MAJORCA, SANTA BARBARA, CALIF. (FACULTY HOUSING)
 PROJECT #98620

MR. TED TOWNE
 ASS'T VICE CHANCELLOR
 UNIVERSITY OF CALIF-SANTA BARBARA
 FACILITIES MANAGEMENT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

OFFICE OF PLANNING & CONSTRUCTION
 SANTA BARBARA, CA 93106
 FORM 25 (1/84)

AUTHORIZED REPRESENTATIVE

 CALIF. LIC. # 000000000

Judy S

5/29/87

A lawyer from L.A. will
call you between 11 & 12 on
Monday - June 1 & get the
bond #'s for Goldrich & Kart
on the Fac. Hsqng job. -

JF

J. Weissburg
Roger ~~Francis~~
Eromer & Assoc
2500 Wilshire Blvd.
Suite 750

LA 90057

Assessing
173-110

Belinda
Carol
Hand

(213) 353 8125
(213) 353 8125

Jerome
(213) 353 8125

after lunch
today

04-27-87

UCSB FACILITIES MANAGEMENT
REPORT OF RECHARGE JOBS IN PROGRESS

PAGE 14

C	-----BUDGET/ESTIMATE-----				-----CHARGES TO DATE-----				-----LIENS-----				-----JOB BALANCE-----								
	C	HRS	LABOR	MATRL	CONTR	TOTAL	HRS	LABOR	MATRL	CONTR	TOTAL	INT	EXT	CONTR	TOTAL	HRS	LABOR	MATRL	CONTR	TOTAL	
JOB:BO365	DATE:11-13-68	MGR:CF	BLDG:	VIVARIUM																	
*																					
A						11	251			1776	1776										
E						1	25				251										
F								124			25										
H						1	13				124										
M						1	25				13										
						13	314	124	1776	2214	25										
JOB:BO367	DATE:10-22-69	MGR:CF	BLDG:	BLACK STUDIES																	
*																					
H						1	10				10										
						1	10				10										
JOB:BO369	DATE:07-08-70	MGR:CF	BLDG:	CHICANO STUDIES																	
*																					
H						1	17				17										
						1	17				17										
JOB:BO377	DATE:11-02-71	MGR:CF	BLDG:	IS&C-COMP. CNTR-USERS SERVICES																	
*																					
H						1	10				10										
						1	10				10										
JOB:BO379	DATE:11-02-71	MGR:CF	BLDG:	IS&C-ADMINISTRATION																	
*																					
A						6	168			24	24										
C						3	67				168										
H							6				67										
						9	242	24			24										
JOB:BO385	DATE:12-20-71	MGR:CF	BLDG:	POLITICAL SCIENCE																	
*																					
A						77	1805			148	148										
C						24	536				1805										
E						4	94				536										
H						3	54				94										
						108	2489	148			148										
JOB:BO387	DATE:12-20-71	MGR:CF	BLDG:	POLICE DEPT																	
*																					
C						13	275			423	423										
H						5	117				275										
						18	391	423			423										
JOB:BO389	DATE:01-12-72	MGR:CF	BLDG:	ENV STUDIES																	
*																					
JOB:BO393	DATE:10-04-72	MGR:CF	BLDG:	RELATIONS W/SCHOOLS																	
*																					
C						7	155			352	352										
H						2	30				155										
						9	185	352			30										
JOB:BO403	DATE:07-24-73	MGR:CF	BLDG:	C.D.R.I.																	
*																					

0

0



CONTRACT PREMIUM
AUDIT REPORT

SAFECO INSURANCE COMPANY OF AM
GENERAL INSURANCE COMPANY OF AM
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

WITHOUT PREJUDICING YOUR RIGHT OR AFFECTING OUR ABILITY
FOR BOND(S) DESCRIBED IN PART I, PLEASE COMPLETE INFORMATION
AS AVAILABLE IN PART II AND RETURN CARBON COPY TO YOUR
LOCAL SURETY OFFICE. THANK YOU FOR YOUR ASSISTANCE.

DATE 04/30/1987

SERVICE CENTER LOS ANGELES

PART I - BOND INFORMATION

CONTRACTOR

GOLDRICH & KEST, INC.
5150 OVERLAND AVE.
CULVER CITY CA 90230

OWNER

UNIVERSITY OF CALIF. FACILITIES MANAGEMENT
BLDG. 439 ROOM 130
SANTA BARBARA CA 93106

BOND NUMBER 4996224

Effective Date 02/11/1985

Contract Description CONSTRUCTION OF FACULTY HOUSING PROJECT, UNIVERSITY OF CALIF
SANTA BARBARA

Contract Price \$7,189,269

BONDS:

Performance \$7,189,269
Payment

PART II - AUDIT INFORMATION

1. IF CONTRACT COMPLETED PLEASE PROVIDE THE FOLLOWING INFORMATION:

- a. Approximate completion date and/or acceptance date
- b. Final contract price \$
- c. Sales tax \$
- d. Total contract price \$

2. IF CONTRACT UNCOMPLETED PLEASE PROVIDE THE FOLLOWING INFORMATION:

- a. Probable completion date June - 1987
- b. Approximate percentage or dollar amount of contract completed or delivered 98

3. ARE THERE ANY CLAIMS, ASSIGNMENTS, STOP NOTICES, OR LIENS ON FILE? YES NO

4. REMARKS:

8 Stop Notices have been Received

Date 5-7-87 Signature J.B. Julian Title Construction Mgr., F. N. Dept. U.C.S.B.

WHITE - Retain This Copy
YELLOW - Return This Copy To Surety In

IT IS AGREED BY AND BETWEEN THE UNDERSIGNED, that the following designated drawings (plus all addenda to the drawings) comprise all of the reference drawings which have been made available for the design and/or construction of the Faculty Housing Project:

SECTION V


Schedule of Drawings

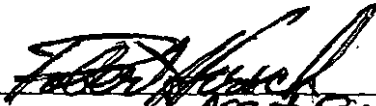
UCSB File #33-145

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
1 of 3*	Site Location Plan	4/9/84
2 of 3**	Site Topography	4/9/84
3 of 3*	Utilities Offsite Site Topography	4/9/84

* with Revision #1 dated 8/3/84
** with Revision #1 dated 8/10/84
and Revision #2 dated 8/15/84

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA OWNER

By 
T.L. Towne, Assistant Vice Chancellor
Date 3-6-85

By 
ASS. CONTRACTOR
Date Feb. 11, 1985

Faculty Housing Project
Request for Proposal, Step 2
Project No. 986320

Schedule of Drawings
Page 1 of 1



**ALLEN LAWRENCE
& ASSOCIATES, INC.**

Insurance Brokers

REG. TO	
TRV	
CSF	
CSJ	
JUL	<i>vdw</i>
PC	
VI	
DI	
AM	
JRC	
AK	
CC	
TC	
CT	
GG	
HR	
JCS	
JCS	

ARTHUR POLAN
INSURANCE RESOURCES CORP.

June 24, 1986

Mr. Ted Towne
Assistant Vice Chancellor
University of California, Santa Barbara
Facilities Management
Office of Planning & Construction
Santa Barbara, California 93106

Re: Faculty Housing
Project #~~98620~~ *986320* *Faculty Housing*
Stork Road & Camino Majorca *Goldrich Kest*

Dear Mr. Towne,

This letter is to inform you that the policy originally issued by Home Insurance Company for the policy term of 6/28/85 to 6/28/86 is being extended to 10/28/86. Due to delays, the project has not been completed by the original completion date of 6/28/86. I am now enclosing a Certificate of Insurance as evidence of the extension, for your file.

U.C.S.B.
FACILITIES
MANAGEMENT
JUN 26 9 21 AM '86

If you should have any questions, or require anything further, please do not hesitate to call me.

Cordially,
ALLEN LAWRENCE & ASSOCIATES, INC.

Sherry L. Swindell
Commercial Lines Underwriter
for Arthur Polan
Insurance Resources Corp.

/sls

enclosure

cc: Goldrich & Kest, Inc.
Mr. Ken Frieda

6-24-86

PRODUCER
ALLEN LAWRENCE & ASSOC
INSURANCE RESOURCES CORP
7033 OWENSMOUTH AVE
CANOGA PARK, CA 91303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	HOME INSURANCE COMPANY
COMPANY LETTER	
COMPANY LETTER	
COMPANY LETTER	
COMPANY LETTER	

INSURED
UCSB FACULTY HOUSING &
GOLDRICH & KEST, INC., CONTRACTOR
P.O. BOX 3623
CULVER CITY, CA 90230

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY					
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY	\$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED	\$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY	\$
	<input type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO				BODILY INJURY PER PERSON	\$
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV PASS)				BODILY INJURY PER ACCIDENT	\$
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV PASS)				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS				BI & PD COMBINED	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY					
	<input type="checkbox"/> UMBRELLA FORM				BI & PD COMBINED	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
A	COURSE OF CONSTRUCTION	EXB-67 53 37	POLICY EXTENTION	6/28/86 10/28/86	LIMIT: \$6,135,269. ALL RISK INCLUDING EQ & FLOOD	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

LOCATION: STORK ROAD & CAMINO MAJORCA, SANTA BARBARA, CALIF. (FACULTY HOUSING) PROJECT #98620

MR. TED TOWNE
ASS'T VICE CHANCELLOR
UNIVERSITY OF CALIF-SANTA BARBARA
FACILITIES MANAGEMENT
OFFICE OF PLANNING & CONSTRUCTION
SANTA BARBARA, CA 93106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Allen M Lawrence

OCORO CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS
 ISSUE DATE (MM/DD/YY)
5-19-86

PRODUCER
R. C. STIBOR & ASSOCIATES INSURANCE
BROKERS, INC.
 12121 WILSHIRE BOULEVARD #1020
 LOS ANGELES, CALIFORNIA 90025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	ARGONAUT INSURANCE COMPANY
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED
GOLDRICH & KEST, INC., ET AL
 5150 OVERLAND AVENUE
 CULVER CITY, CALIFORNIA 90231

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY	CL 454-113828	5/18/86	5/18/87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$1,000	\$1,000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$1,000
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV PASS)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV PASS)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
PROJECT: UCSB Faculty Housing Project #98620, Storke Road & Camino Majorca, Santa Barbara, California

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER:
 University of California, Santa Barbara
 Facilities Management
 Office of Planning & Construction
 Santa Barbara, California 93106
 Attn: Mr. Ted Towne, Asst. Vice Chancellor

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~SEND BY MAIL~~ **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO TAKE SUCH NOTICE SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY COMPANY UNDER THIS CERTIFICATE OR CERTIFICATES.~~
 AUTHORIZED REPRESENTATIVE: *David Plave*



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY Sander A. Kessler & Associates 9570 West Pico Boulevard Los Angeles, California 90035	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
	COMPANY LETTER	B

NAME AND ADDRESS OF INSURED Goldrich & Kest, Inc. 5150 Overland Avenue Culver City, CA 90049 213-204-2050	COMPANY LETTER	C
	COMPANY LETTER	D Pacific States Casualty
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY			BODILY INJURY	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> PREMISES—OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			PERSONAL INJURY		
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
D	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	5810114	08/01/86	STATUTORY		
	OTHER				\$	100 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~extend to~~ mail 30 days written notice to the below named certificate holder. ~~but failure to mail such notice shall im~~ ~~pose no obligation on the part of the issuing company to~~

NAME AND ADDRESS OF CERTIFICATE HOLDER

**UC SANTA BARBARA
FACILITIES MANGEMENT
OFFICE OF PLANNING & CONST.
SANTA BARBARA, CA. 93016**

DATE ISSUED **07/18/85**

Sander A. Kessler
AUTHORIZED REPRESENTATIVE



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT AFFORD ANY INSURANCE. THIS CERTIFICATE DOES NOT AMEND, ALTER, SUPPLEMENT OR CHANGE THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY
Sander A. Kessler & Associates
9570 West Pico Boulevard
Los Angeles, California 90035

COMPANIES AFFORDING COVERAGES
COMPANY LETTER **A**

NAME AND ADDRESS OF INSURED
Goldrich & Kest, Inc.
5150 Overland Avenue
Culver City, CA 90049
213-204-2050

COMPANY LETTER **C**
COMPANY LETTER **D** **Pacific States Casualty**
COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

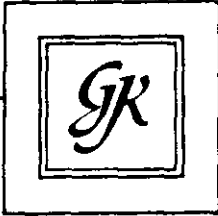
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEP. CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				PERSONAL INJURY		
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
D	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	5B10114	08/01/86	STATUTORY		
	OTHER				\$	100 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~notify~~ mail 30 days written notice to the below named certificate holder, ~~but failure to mail such notice shall im-~~ ~~pose no obligation on the liability of any kind on the company.~~

NAME AND ADDRESS OF CERTIFICATE HOLDER
UC SANTA BARBARA
FACILITIES MANGEMENT
OFFICE OF PLANNING & CONST.
SANTA BARBARA, CA. 93016

DATE ISSUED **07/18/85**
Sander A. Kessler
AUTHORIZED REPRESENTATIVE



Goldrich & Kest

5150 Overland Avenue • Culver City, California 90230 • (213) 204-2050

TRANSMITTAL

TO: UNIVERSITY OF CAL. SANTA BARBARA
FACILITIES MANAGEMENT
OFFICE OF PLANNING & CONSTRUCTION
SANTA BARBARA, CA 93106

Attention: MR. TOWN

RE: U.C.S.B. FACULTY HOUSING

DATE: 2/28/85

WE ARE TRANSMITTING THE FOLLOWING: TWO REQUEST FOR PROPOSAL BOOKS, AND
INSURANCE FOR THE ABOVE REFERENCED PROJECT WITH CERTIFIED POLICIES

ENCLOSED UNDER SEPARATE COVER VIA _____

INSTRUCTIONS: THE ONLY INSURANCE WE HAVE NOT RECEIVED IS PER THE LETTER
THAT WAS SENT TO YOU ON 2/15/85 BY MR. ART POLAN. ACCORDING TO THAT
LETTER (SEE COPY ENCLOSED) WE SHOULD BE GETTING THE CONSTRUCTION FIRE
INSURANCE BY MARCH 5, 1985. AS SOON AS I RECEIVE IT I WILL FORWARD
IT TO YOUR ATTENTION.

IF THERE IS ANYTHING ELSE THAT YOU NEED, PLEASE CONTACT ME AT THE
ABOVE NUMBER XT. 308. THANK YOU.

REMARKS: _____

FOR: YOUR USE CHECKING REVIEW & COMMENT APPROVAL

GOLDRICH & KEST, INC.

By CINDY PUK/CONSTRUCTION



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
2-14-85

PRODUCER

R.C. Stibor & Associates
11812 San Vicente Blvd. #610
Los Angeles, CA 90049
(213) 820-7040

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** STANDARD FIRE INSURANCE COMPANY
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

GOLDRICH AND KEST, INC., ET AL
5150 Overland Avenue
Culver City, California 90230

COVERAGES
THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY	83SM766532SCS	5/18/82	5/18/85	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL INJURY	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
A	AUTOMOBILE LIABILITY	83SM766532SCS	5/18/82	5/18/85	BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 1,000	
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS							
<input type="checkbox"/> GARAGE LIABILITY							
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
PROJECT: UCSB FACULTY HOUSING PROJECT #98620
STORKE ROAD & CAMINO MAJORCA
SANTA BARBARA, CALIFORNIA

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED
UNIVERSITY OF CALIFORNIA

University of California, Santa Barbara
Facilities Management
Office of Planning & Construction
Santa Barbara, California 93106
Attn: Mr. Ted Towne, Asst. Vice Chancellor

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ATTEMPT TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. THIS NOTICE SHALL BE IN WRITING AND SHALL BE THE SOLE RESPONSIBILITY OF THE ISSUING COMPANY.
AUTHORIZED REPRESENTATIVE

R.C. Stibor



SECURITY SERVICE MUTUAL CO. PAID
 ST. JOHNS POINT, WISCONSIN
 (A PARTICIPATING MUTUAL COMPANY)
 A MEMBER OF THE SECURITY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 14-35566

This certificate is issued as a matter of information only; and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder	Company Address
GULBRIDGE WEST AND U.C. Sales FACILITIES CO. OFFICE OF PLANNING & CONSTRUCTION BUILDING 437 N. 130 SANTA BARBARA, CA 93116	CRASH INSURANCE COMPANY, INC. AMERICAN BRANCH 1500 LOS PERES STREET 1004 SANTA BARBARA, CA 93404

This certificate is issued on 08-1-76 and is effective until 08-1-77. It certifies that policies of insurance listed below have been issued to the insured named above, notwithstanding any requirement, term, or condition or 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.

<u>Coverage provided</u>	<u>Policy Number</u>	<u>All Limits in Thousands</u>
<u>General Liability</u> Includes: Bodily Injury and Property Damage Combined - Products/Com. Opns. - Contractual	14-35566-04 CORPORATE POLICY #100	Each Occurrence \$500 Annual Aggregate \$500
<u>Automobile Liability</u> Includes: Bodily Injury and Property Damage Combined - Specifically Described Autos - Owned Autos Only - Non-Owned Autos Only	14-35566-04	Each Accident \$500

THIS GENERAL LIABILITY INSURANCE SHALL BE PRIMARY OVER ANY AND ALL OTHER INSURANCE POLICIES.

Should any of the above described policies be cancelled before the expiration date thereon, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above; but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



Sentry Insurance

Chester B. Dymon & Additional Named
Insureds per SS 10-02
1004 N. DeJoy
Santa Maria, CA 93454
84-65366-04 DYM
Eff. Date 03 01 86

SS 04 24
(Ed 07 79)

ADDITIONAL INSURED
(Owners or Contractors)

(GL 20 09 01 73)

This endorsement changes the provisions of the policy relating to Comprehensive General Liability Insurance or Manufacturers and Contractors Liability Insurance.

1. The "Persons Insured" provision is amended to include as an insured the person or organization named below (hereinafter called "additional insured"), but only with respect to liability arising out of

A. operations performed for the additional insured by you at the location designated, or

B. acts or omissions of the additional insured in connection with his general supervision of such operations.

2. None of the exclusions of the policy, except exclusions A, C, F, G, I, J, and M apply to this insurance.

3. Additional Exclusions. This insurance does not apply:

A. to bodily injury or property damage occurring after

(1) all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(2) that portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

B. to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by you;

C. to property damage to

(1) property owned or occupied by or rented to the additional insured;

(2) property used by the additional insured;

(3) property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control; or

(4) work performed for the additional insured by you.

4. Additional Definition. When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.

Name of Additional Insured

Goldrich & Kest & U.C.S.B.
Facilities Mgt. Office of
Planning & Construction

Location of Covered Operations

U.C.S.B. Faculty Housing
Isla Vista (Goleta, CA)



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

5/17/85

PRODUCER

R. C. STIBOR & ASSOCIATES
INSURANCE BROKERS, INC.
12121 WILSHIRE BOULEVARD, #1020
LOS ANGELES, CALIFORNIA 90025
(213) 820-7040

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	COMSTOCK INSURANCE COMPANY
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

GOLDRICH AND KEST, INC., ET AL
5150 Overland Avenue
Culver City, California 90231

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	FBP 009700	5/18/85	5/18/88	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 1,000	\$1,000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$1,000
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PROJECT: UCSB Faculty Housing Project #98620, Storke Road & Camino Majorca, Santa Barbara, California

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

University of California, Santa Barbara
Facilities Management
Office of Planning & Construction
Santa Barbara, California 93106
Attn: Mr. Ted Towne, Asst. Vice Chancellor

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. C. Stibor



**SPECIAL MULTI-PERIL POLICY
DECLARATIONS PAGE**

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
Hartford, Connecticut 06156, A Stock Insurance Company

1. NAMED INSURED AND ADDRESS Goldrich and Kest, Inc. et al (See "B" Special) 5150 Overland Avenue Culver City, California 90230 <small>(No., Street, Town, County, State & Zip Code)</small>	POLICY NUMBER 83 SM 766532 FCS
	2. POLICY PERIOD From: 5-18-82 To: 5-18-83 #4 <i>SEE END</i> <small>12:01 A.M. Standard Time At Location of Designated Premises</small>
3. NAMED INSURED IS: <input checked="" type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other:	AUDIT PERIOD: 11 Year unless otherwise stated.)

4. DESIGNATED PREMISES Multiple buildings or premises as designated on Supplemental Declarations attached. Occupancy of Premises
Per MP1205

5. Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all terms of this policy including forms and endorsements made a part hereof.

SECTION I - PROPERTY COVERAGE	Coinsurance Percentage Applicable	LIMIT OF LIABILITY
Buildings(s)		\$
Personal Property of the Insured	Per MP1205	\$ Per MP1205
Personal Property of Others		\$
Additional Coverages		
Gross Earnings per MP1590		Extra Expense per MP1506
Valuable Papers per MP0470		Rents per MP1511
Deductible: \$ 1,000. each occurrence, \$ per 55470 aggregate each occurrence <small>If no deductible stated above, the deductible shall be \$100 each occurrence, \$1000 aggregate.</small>		

SECTION II - LIABILITY COVERAGE	LIMIT OF LIABILITY	
<input checked="" type="checkbox"/> Bodily Injury and Property Damage Liability Combined Single Limit	\$1,000,000. each occurrence	\$1,000,000. aggregate
<input type="checkbox"/> Bodily Injury Liability	\$ each occurrence	\$ aggregate
<input type="checkbox"/> Property Damage Liability	\$ each occurrence	\$ aggregate
Premises Medical Payments	\$ each person	\$ each accident
Additional Coverages		

SECTION III - CRIME COVERAGE
SECTION IV - BOILER AND MACHINERY COVERAGE
As stated in the endorsement, made a part of this policy, if indicated by .

6. Forms and Endorsements made a part of this policy at time of issue in addition to Special Multi-Peril Policy Conditions and Definitions Form (Numbers and Edition Dates)	(a) Section I Per Cid 20A	(c) Section III
	(b) Section II Per Cid 20A	(d) Section IV

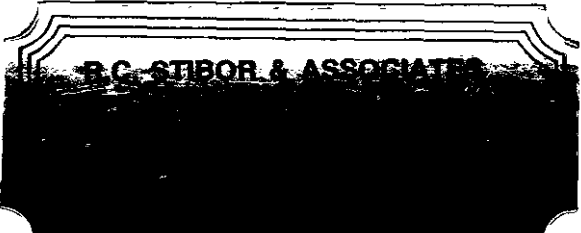
7. MORTGAGEE: (Name and Address) Per "A" Special	PAYMENT METHOD	PREMIUM
	1 Year Policy Total Adv. Premium ▶	\$ 266,552.
Countersignature Date 5/12/82 Agent's Signature <i>Robert C. Stibor</i>	3 Year Prepaid Total Adv. Premium ▶	\$
	3 Year Policy Installments	
Agency At <i>Los Angeles, Calif.</i>	Total Adv. Premium ▶	\$
	*1st Anniversary ▶	\$
	*2nd Anniversary ▶	\$
	Total 3 Year Premium ▶	\$

* Unless indicated by an in the box below as "NOT APPLICABLE," the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date. NOT APPLICABLE

In consideration of the premium insurance is provided the named insured by the stock insurance company indicated above by with respect to the designated premises shown in item 4 above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

IT IS HEREBY CERTIFIED THAT THIS IS A TRUE AND COMPLETE COPY OF THE ORIGINAL POLICY.

R.C. Stibor



IT IS HEREWITH UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN
ADDITIONAL INSURED WITH RESPECT TO CONSTRUCTION PROJECT KNOWN AS:

UCSB FACULTY HOUSING PROJECT # 98620, STORKE ROAD AND CAMINO MAJORCA
SANTA BARBARA, CALIFORNIA

ADDITIONAL INSURED: UNIVERSITY OF CALIFORNIA,
SANTA BARBARA FACILITIES MANAGEMENT
OFFICE OF PLANNING AND CONSTRUCTION
SANTA BARBARA, CALIFORNIA 93106

ALL OTHER ITEMS REMAIN THE SAME.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	2/14/85	Policy No.	83SM766532SCS	Endorsement No.	"FFFF"
Named Insured	Goldrich and Kest, et al				
Additional Premium \$	n/a	Return Premium \$	n/a	BI	PD
				In Advance \$	\$
				1st Anniv. \$	\$
				2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by


(Authorized Representative)

ANNIVERSARY ENDORSEMENT

IN CONSIDERATION OF AN ADDITIONAL \$516,838.00, IT IS AGREED THAT THE ANNUAL PREMIUM CHARGE FOR THE ANNIVERSARY PERIOD 5-18-84 to 5-18-85 IS HEREBY DECLARED.

- A) IT IS AGREED THAT THE NEW BLANKET LIMIT OF LIABILITY APPLICABLE TO BUILDINGS, ON THE DECLARATION PAGE, SECTION I, PROPERTY COVERAGE, FORM 1205, IS AMENDED TO READ \$371,574,900.00.
- B) IT IS AGREED THAT THE NEW BLANKET LIMIT OF LIABILITY APPLICABLE TO PERSONAL PROPERTY OF THE INSURED, ON THE DECLARATION PAGE, SECTION I, PROPERTY COVERAGE, FORM MP 1205, IS AMENDED TO READ \$1,388,600.00.
- C) IT IS AGREED THAT THE NEW BLANKET LIMIT OF LIABILITY APPLICABLE TO LOSS OF RENTS, ON THE DECLARATION PAGE, SECTION I, ADDITIONAL COVERAGES, FORM MP 1511, IS AMENDED TO READ \$20,410,500.00.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HERewith UNDERSTOOD AND AGREED THAT THE AGREED AMOUNT ENDORSEMENT, FORM 55500 (ED.1-74), IS EXTENDED TO EXPIRE MAY 18, 1985.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS FURTHER UNDERSTOOD AND AGREED THAT FORM MP 99 91 (Revised 5-18-84) IS APPLICABLE TO THE ANNIVERSARY INSTALLMENT.

ALL OTHER CONDITIONS REMAIN UNCHANGED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	5-18-84	Policy No.	83SM766532SCS	Endorsement No.	53
Named Insured	GOLDRICH AND KEST, INC., ET AL				
Additional Premium \$	(SEE ABOVE)	Return Premium \$		BI	PD
			In Advance \$	\$	
			1st Anniv. \$	\$	
			2nd Anniv. \$	\$	

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by J. C. Stehler
(Authorized Representative)



GENERAL SCHEDULE—SECTION II
SMP LIABILITY INSURANCE

MP 99 91
(Ed. 07 77)

Description of Hazards and Locations (REVISED) EFFECTIVE 5-18-84

The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of the policy.	Code No.	Premium Bases †	Rates		Advance Premiums	
			*B.I.	P.D.	*B.I.	P.D.
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration			*For SMP Liability Insurance Form Single Limit, Use B.I. Column. Include Premium for Premises Medical Payment Insurance in B.I. Column.
(b) Escalators		(d) Number Insured	(d) Per Landing			
(c) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per \$100 of Cost			
(d) Completed Operations		(f) Receipts	(f) Per \$1,000 of Receipts			
(e) Products		(g) Sales	(g) Per \$1,000 of Sales			
		(H) Bldg. Values per \$100.				
		(I) Cost per \$1,000.				
(a) Composit Rated - Finance, Insurance & Banking	60055	(H) 401,809,860	.04053	.005	162,854	20,090.
(c) Composit Rated - Contract Construction	15055	(I) 45,000,000.	.1601	.044	7,205	1,980.
(d) General Contracting	15164	(F) 45,000,000.	.16	.045	7,200	2,025.
Employee Benefit Liability						686.
Broad Form CGL	96015	10% of Premium			17,725	2,409.

†Describe premium basis, if other than stated.

ANNIVERSARY ENDORSEMENT

IN CONSIDERATION OF AN ADDITIONAL \$292,466.00, IT IS AGREED THAT THE ANNUAL PREMIUM CHARGE FOR THE ANNIVERSARY PERIOD 5-18-83 TO 5-18-84 IS HEREBY DECLARED.

- A) IT IS AGREED THAT THE NEW BLANKET LIMIT OF LIABILITY APPLICABLE TO BUILDINGS, ON THE DECLARATION PAGE, SECTION I, PROPERTY COVERAGE, FORM 1205, IS AMENDED TO READ \$317,138,498.00.
- B) IT IS AGREED THAT THE NEW BLANKET LIMIT OF LIABILITY APPLICABLE TO PERSONAL PROPERTY OF THE INSURED, ON THE DECLARATION PAGE, SECTION I, PROPERTY COVERAGE, FORM MP 1205, IS AMENDED TO READ \$1,478,634.00.
- C) IT IS AGREED THAT THE NEW BLANKET LIMIT OF LIABILITY APPLICABLE TO LOSS OF RENTS, ON THE DECLARATION PAGE, SECTION I, ADDITIONAL COVERAGES, FORM MP 1511, IS AMENDED TO READ \$13,643,900.00

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT THE AGREED AMOUNT ENDORSEMENT, FORM 55500 (ED.1-74), IS EXTENDED TO EXPIRE MAY 18, 1984.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS FURTHER UNDERSTOOD AND AGREED THAT FORM MP 99 91 (REVISED) IS APPLICABLE TO THE ANNIVERSARY INSTALLMENT.

ALL OTHER CONDITIONS REMAIN UNCHANGED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	5-18-83	Policy No.	83SM766532SCS	Endorsement No.	22.
Named Insured	GOLDRICH AND KEST, INC., ET AL				
Additional Premium \$	(SEE ABOVE)	Return Premium \$		BI	PD
				In Advance \$	\$
				1st Anniv. \$	\$
				2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)



**GENERAL SCHEDULE—SECTION II
SMP LIABILITY INSURANCE**

MP 99 91
(Ed. 07 77)

Description of Hazards and Locations (REVISED) EFFECTIVE 5-18-83

The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of the policy.	Code No.	Premium Bases †	Rates		Advance Premiums	
			*B.I.	P.D.	*B.I.	P.D.
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration			* For SMP Liability Insurance Form Single Limit, Use B.I. Column. Include Premium for Premises Medical Payment Insurance in B.I. Column.
(b) Escalators		(d) Number Insured	(d) Per Landing			
(c) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per \$100 of Cost			
(d) Completed Operations		(f) Receipts	(f) Per \$1,000 of Receipts			
(e) Products		(g) Sales	(g) Per \$1,000 of Sales			
		(H) Bldg. Values per \$100. (I) Cost per \$1,000.				
(a) Composit Rated - Finance, Insurance & Banking	60055	(H) 336,503,032.	.04053	.005	36,385	16,825.
(c) Composite Rated - Contract Construction	15055	(I) 45,000,000.	.1601	.044	7,205	1,980.
(d) General Contracting	15164	(F) 45,000,000.	.16	.045	7,200	2,025.
Broad Form CGL	96015	10% of Premium			15,079	2,083.

†Describe premium basis, if other than stated.

ENDORSEMENT FORMS

FORMS & ENDORSEMENTS MADE PART OF THIS POLICY ARE INDICATED BY AN "X"
PRECEDING THE FORM NUMBER LISTED BELOW:

SECTION I

X MP4 (0090)
X MP75 (0103)
 _____ MP100 (0010)
 _____ MP100A (0012)
X MP101 (0013)
X MP101A (0014)
 _____ MP102 (1102)
 _____ MP103 (1102)
 _____ MP111 (0469)
 _____ MP119 (1391)
 _____ MP120 (1390)
 _____ MP122 (1031)
 _____ MP123 (0466)
 _____ MP124 (1022)
 _____ MP125 (1230)
 _____ MP127 (9992)
 _____ MP128 (0495)
 _____ MP129 (1033)
 _____ MP130 (1032)
 _____ MP132 (1041)
 _____ MP135 (0331)
 _____ MP135A (0333)
Y MP140 (1590)
 _____ MP141 (1517)
 _____ MP142 (1518)
 _____ MP143 (1593)
Y MP144 (1506)
 _____ MP145 (1525)
Y MP146 (1511)
 _____ MP147 (1505)
 _____ MP156 (0457)
 _____ MP157 (0456)

_____ MP158 (0009)
 _____ MP159 (0027)
 _____ MP161 (0455)
 _____ MP162 (0458)
 _____ MP163 (0459)
 _____ MP167 (0462)
 _____ MP168 (0468)
 _____ MP169 (0463)
 _____ MP170 (0464)
 _____ MP174 (6605)
 _____ MP175 (0066)
X MP176 (0470)
 _____ MP179 (0460)
 _____ MP192 (9993)
 _____ MP198 (1215)
X MP0420 (MP126)
 (25) X MP1205 (MP22)
 _____ FAL39

MISC.

X "A" SPECIAL
X "B" SPECIAL
 _____ ISO-04 (MP0217)
 _____ ISO-250 (MP1250)
 _____ SF346
 _____ SF3728FUNS
X 438 BFUNS
 _____ B2007
X 55470
X 55500
X MP0127
X 43333

X "C" Special
X "D" Special
X "E" Special
X "F" Special
X "G" Special
X "H" Special
X "I" Special
X "J" Special

SECTION II

_____ MP200 (0093)
 _____ MP201 (0471)
 _____ MP9994 (222)
X MP9991 (MP16)
 _____ MP9995 (

X CC324
 _____ CC5024
 _____ CC5035
 _____ CC 5165
X CC5241
X CC5295
 _____ CC5268

 _____ G114 (GL2016)
 _____ G209 (GL0410)
 _____ G217 (GL0412)
 _____ G314 (GL2114)
 _____ G315 (GL2115)
X G316 (GL2116)
 _____ G610 (GL9905)
 _____ G611 (GL9906)
X GL0404 (G222)
 _____ 2011 (G109)
 _____ GL2104 (G304)

X 55955
X GL2090

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREWITH UNDERSTOOD AND AGREED THAT THE TERM OF THIS POLICY IS AMENDED TO READ AS FOLLOWS:

INCEPTION DATE: MAY 18, 1982

EXPIRATION DATE: MAY 18, 1985

PREMIUM SHOWN ON THE DECLARATION PAGE OF THIS POLICY IS THE ANNUAL PREMIUM, WITH FUTURE ANNIVERSARY PREMIUMS TBD.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	5-18-82	Policy No.	83SM766532FCS	Endorsement No.	4
Named Insured	Goldrich and Kest, Inc.				
Additional Premium \$	n/a	Return Premium \$	n/a	BI	PD
				In Advance \$	\$
				1st Anniv. \$	\$
				2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

Designation of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those premises described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
1	1	5550 Genessee Court East San Diego, Ca. 92117 (San Diego County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,204,000.
2	1	6630-6660 Indpendence Canoga Park, Ca. 91303 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,122,000
3	1	860 West 5th Street San Pedro, Ca. 90731 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,408,000
4	1	21043 Roscoe Boulevard Canoga Park, Ca. 91304 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,377,000
5	1	955 West Arrow Highway Claremont, Ca. 91711 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,258,860
6	1	225 E. Del Amo Boulevard Long Beach, Ca. 90805 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,561,300
7	1	1956 Cienega Street Covina, Ca. 91722 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,767,000
8	1	2613 South Fairview Street Santa Ana, Ca. 92704 (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,909,600
9	1	650 San Antonio Road Palo Alto, Ca. 94306 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,230,800



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
10	1	9333 Pioneer Boulevard Santa Fe Springs, Ca. 90670 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,857,800.
11	1	5271 East Kings Canyon Road Fresno, Ca. 93727 (Fresno County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,375,660.
12	1	1500 Pacific Street Midway, Ca. 92655 (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,562,000.
13	1	139000 Panay Way Marina Del Rey, Ca. 90291 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	9,395,000.
				Boat Slips	MP0013 55500 MP0420 FaL39	90%	2,250,000.
				Rents	MP1511 FaL39	100%	1,773,700.
14	1	6505 Reseda Boulevard Reseda, Ca. 91335 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,084,000
15	1	17950-64 Sherman Way Reseda, Ca. 91335 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,033,576.
16	1	4949 Tyrone Avenue Sherman Oaks, Ca. 91403 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,375,660.
17	1	9500 Zelzah Avenue Northridge, Ca. 91324 (Los Angeles County)	Apts.	Contents	MP0014	100%	3,600.
				Bldg.	MP0013 55500 MP0420 FaL39	90%	6,280,000.



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
18	1	6548 Wilbur Avenue Reseda, Ca. 91335 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,541,600.
				Contents	MP0014 55500 MP0420 FaL39	100%	9,000.
19	1	6540 Wilbur Avenue Reseda, Ca. 91335 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,959,000.
20	1	15233 Rayen Street Sepulveda, Ca. 91343 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	942,480.
				Contents	MP0014 55500 MP0420 FaL39	100%	13,500.
21	1	14721 Nelson Avenue La Puente, Ca. 91744 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,436,000.
				Contents	MP0014 55500 MP0420 FaL39	100%	27,000.
22	1	900 Las Lomas Drive La Habra, Ca. 90631 (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,881,000.
23	1	1125 North Broadway Escondido, Ca. 92025 (San Diego County)	Apts.	Bldg.	MP0014 55500 MP0420 FaL39	90%	3,206,000



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION 1			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
24	1	3555 Warburton Avenue Santa Clara, Ca. 95051 (Santa Clara County)	Apts.	Bldg.	MP0014 55500 MP0420 FaL39	90%	1,532,608.
25	1	21218 Parthenia Avenue Canoga Park, Ca. 91304 (Los Angeles County)	Apts.	Bldg.	MP0014 55500 MP0420 FaL39	90%	452,320.
26	1	3880 Callan Boulevard South San Francisco, Ca. 94113 (San Mateo County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,729,760
27	1	917 W. Cameron Avenue West Covina, Ca. 91790 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,107,000.
28	1	9039 Pioneer Boulevard Sante Fe Springs, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,315,540.
29	1	5480 Lean Avenue San Jose, Ca. 95123 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	4,420,400.
30	1	5404 Drysdale Drive San Jose, Ca. 95123 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,584,000.
31	1	12512 Filmore Pacoima, Ca. 91331 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,659,800.
32	1	2901 Edinger Street Sunset Beach, Ca. (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	58,000.



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
32	1	2901 Edinger Street Sunset Beach, Ca. (Orange County)	Apts.	Boat Slip	MP0013 55500 MP0420 FaL39	90%	1,375,000
33	1	8734 De Soto Avenue Canoga Park, Ca. 91304 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	5,092,000
				Contents	MP0014 55500 MP0420 FaL39	100%	49,809
34	1	9340 Sunland Boulevard Los Angeles, Ca. 90016 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,480,000
				Contents	MP0014 55500 MP0420 FaL39	100%	20,700
35	1	1513 W. San Bernardino West Covina, Ca. 91790 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,234,000
36	1	956 Avenida Del Vista Corona, Ca. 91720 (Riverside County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,876,000
37	1	4668 Albany Drive San Jose, Ca. 95129 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,517,000
38	1	90 Sierra Vista Mountain View, Ca. 95129 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,970,870



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION 1			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
39	1	2150 W. Adams Boulevard Mountain View, Ca. 95129 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,168,000
				Contents	MP0014 55500 MP0420 FaL39	100%	36,000
40	1	245 So. Serrano Avenue Los Angeles, Ca. 90004 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	924,000
				Contents	MP0014 55500 MP0420 FaL39	100%	28,125
41	1	1226-1237 So. Arapahoe Los Angeles, Ca. 90006 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP04020 FaL39	90%	732,600
				Contents	MP0014 55500 MP0420 FaL39	100%	7,650
42	1	1950 So. Oxford Los Angeles, Ca. 90018 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,296,064
43	1	215-19 East 19th Avenue Denver, Colorado (Denver County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,059,300
44	1	6235 Beck Avenue No. Hollywood, Ca. 91606 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,532,300



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

Designation of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those premises described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
45	1	50 East Market Street Daly City, Ca., 93017 (San Mateo County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,938,000
46	1	5254 Del Mar Avenue Fresno, Ca. 93704 (Fresno County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,267,200
47	1	1051 No. Eaton Street Dinuba, Ca. 93618 (Tulare County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	387,200
48	1	5774 East Avenue Livermore, Ca. (Alameda County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,156,000
49	1	17760-66 Sherman Way Reseda, Ca. 91335 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,232,000
				Contents	MP0014 55500 MP0420 FaL39	100%	74,000
50	1	1417 First Avenue Oakland, Ca. 94606 (Alameda County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	988,130
51	1	6254 Santa Theresa Boulevard San Jose, Ca. 95129 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,430,663
				Contents	MP0014 55500 MP0420 FaL39	100%	50,000



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

Designation of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those premises described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION 1			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
52	1	3966 Wilshire Boulevard Los Angeles, Ca. 90010 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,714,835.
53	1	512-540 S. Cardonelet Los Angeles, Ca. 90010 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,092,388
54	1	6888 Golf Crest Drive San Diego, Ca. 92119 (San Diego County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,100,000
				Contents	MP0014 55500 MP0420 FaL39	100%	15,000
55	1	8606 Columbus Avenue Sepulveda, Ca. 91343 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	938,000
56	1	4676 Long Beach Boulevard Long Beach, Ca. 90805 (Long Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,500,000
				Rentals	MP1511 FaL39	100%	307,600
57	1	5150 Overland Avenue Culver City, Ca. 90230 (Los Angeles County)	Office	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,500,000
				Contents	MP0014 55500 MP0420 FaL39	100%	300,000
				Valuable Papers	MP0470		100,000.



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION 1			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
58	1	1745 46th Avenue Capitola, Ca. 95123	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,687,920
59	1	25857 N. Singing Hills Drive Valencia, Ca. 91355 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,550,000
60	1	100 Boyd Road Pleasant Hills, Ca. 94523 (Contra Costa County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,131,976.
61	1	14315 Clark Street Baldwin Park, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,407,900
62	1	819-829 New Hampshire Los Angeles, Ca. 90005 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	874,000
63	1	4037,4443,4049,4050,4444, 4038 Coogan Circle Culver City, Ca. 90230 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,348,000.
				Contents	MP0014 55500 MP0420 FaL39	100%	210,000
64	1	100 North Ross Street Santa Ana, Ca. 92701 (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,690,000
65	1	125 West Olive Monrovia, Ca. 91016 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,622,500



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
66	1	22833,22835,22843 Van Owen Canoga Park, Ca. 91304 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	392,000
67	1	233 East Colfax & 1515 Grant Street Denver, Colorado 80448 (Denver County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,260,000
				Rents	MP1511 FaL39	100%	230,700
68	1	1380 Central Avenue Redlands, Ca. 92373 (San Bernardino County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,100,000
				Contents	MP0014 55500 MP0420 FaL39	100%	31,000
				Rents	MP1511 FaL39	100%	257,400
69	1	14041 San Pablo Avenue San Pablo, Ca. 94806 (Contra Costa County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,681,000
70	1	5455 Zelzah Avenue Encino, Ca. 91316 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,300,000
71	1	5405 Lindley Avenue Tarzana, Ca. 91350 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	902,000
				Contents	MP0014 55500 MP0420 FaL39	100%	26,000
				Rents	MP1511 FaL39	100%	224,000



SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05
(Ed. 07 77)

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
72	1	3100 Neilson Way Santa Monica, Ca. 90405 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,144,000
				Contents	MP0014 55500 MP0420 FaL39	100%	10,000
				Rents	MP1511 FaL39	100%	208,800
73	1	2451 W. 7th Street & 681 Parkview Street Los Angeles, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,475,000
				Contents	MP0014 55500 MP0420 FaL39	100%	50,000
74	1	150 Colorado Street Monrovia, Ca. 91016 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,106,556
				Contents	MP0014 55500 MP0420 FaL39	100%	38,000
				Rents	MP1511 FaL39	100%	326,700
75	1	5414 Sky Parkway Sacramento, Ca. 95823 (Sacramento County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,602,000



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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION 1			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
76	1	4341 Willow Brook Avenue Los Angeles, Ca. 90029 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,353,550.
				Contents	MP0014 55500 MP0420 FaL39	100%	45,000
				Rents	MP1511 FaL39	100%	380,000
77	1	2233,2235,2231,2241,2141,2145, 2261,2011,2161 La Habra La Habra, Ca. 90631 (Orange County)	Shop- ping Ctr.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,296,364
				Rents	MP1511 FaL39	100%	379,000
78	1	343 W. Amerige Fullerton, Ca. 92632 (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,741,429
79	1	10931 Acacia Boulevard Garden Grove, Ca. (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,844,500.
80	1	363 No. Calera Azusa, Ca. 91702 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,670,900
81	1	4140 Clayton Road Concord, Ca. 94521	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,719,335
82	1	1495 Don Avenue Santa Clara, Ca. 95050 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,678,141



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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
83	1	12009 Pendleton Street Sun Valley, Ca. 91352 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,626,560
84	1	420-24 Dela Guerre Santa Barbara, Ca. 91303 (Santa Barbara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,190,000
85	1	638 Rossmore Los Angeles, Ca. 90005 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	200,000
86	1	1000 East Avenue Q Palmdale, Ca. 93550 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,706,710
87	1	1415-1485 San Gabriel & 8141-8151 Hill Drive Rosemead, Ca. 91770 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,019,293
88	1	811-825 Burlington Los Angeles, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,875,000
				Rents	MP1511 FaL39	100%	333,100.
89	1	3281-3299 Meadows Avenue Merced, Ca. 90012 (Merced County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,059,256
90	1	3940 Grandview Avenue Mar Vista, Ca. 94303 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	7,128,000
				Rents	MP1511 FaL39	100%	971,300

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinurance Percentage Applicable	Limits of Liability (\$)
91	1	2301 Cooley Avenue East Palo Alto, Ca. 94303 (Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,996,400
92	1	7000-7100 Milbrook & 7000-71000 Sixth Street Fresno, Ca. (Fresno County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,858,661
93	1	14274 Hubbard Street Sylmar, Ca. 91342 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	85,000.
94	1	27400-27424 Tampa Hayward, Ca. 94544 (Alameda County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,826,288
95	1	8930, 8940 Topanga Canyon & 8931-8941 Owensmouth Canoga Park, Ca. 91304 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,500,000
96	1	275 East Sixth Street Tustin, Ca. 93680 (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,726,531
97	1	319 North Broadway Redondo Beach, Ca. 90277 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,083,600.
98	1	77 Westborough S. San Francisco, Ca. 94080 (San Mateo County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,131,910
99	1	14268 Hubbard Street Sylmar, Ca. 91342 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	90,000

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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
100	1	1501,1503, 1505, 1507, 1509, 1511, 1513, 1515 Bear Mountain Boulevard Arvin, Ca. 93203 (Kern County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,556,300
101	1	715-729 N. Azusa Avenue Covina, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,279,700
102	1	6706-6725 E. Gage Avenue City of Commerce, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,751,730
103	1	13800-13850 W. Ramona & 3640-3642 Merced Baldwin Park, Ca. 91706	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,918,000
104	1	201-241 Acacia Street & 202-252 Eucla Street San Dimas, Ca.	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,214,556
105	1	180 Ballantyne Street El Cajon, Ca. (San Diego County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,816,800
106	1	5301 Villa Marisol Los Angeles, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,784,000
107	1	22491 Deberry Street Grande Terrace, Ca. (San Bernardino County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	4,302,000
				Rents	MP1511 FaL39	100%	307,000
				Rents	MP1511 FaL39	100%	789,000



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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
108	1	150 S. Commonwealth Los Angeles, Ca. 90028 (Los Angeles County)	Guest Home	Bldg.	MP0013 55500 MP0420 FaL39	90%	771,000
				Contents	MP0014 55500 MP0420 FaL39	100%	27,000
109	1	6054 Franklin Avenue Los Angeles, Ca. 90028 (Los Angeles County)	Guest Home	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,199,000
110	1	17300 Roscoe Boulevard Northridge, Ca. 91324 (Los Angeles County)	Guest Home	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,369,000
				Contents	MP0014 55500 MP0420 FaL39	100%	55,250
111	1	655 Sepulveda Boulevard Sepulveda, Ca. 91343 (Los Angeles County)	Guest Home	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,526,000
112	1	2405 Woodward Road San Jose, Ca. 9Santa Clara County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,739,900
113	1	1170 30th Street San Diego, Ca. (San Diego County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,474,000
114	1	6351 Country Club Drive Rohnert Park, Ca. (Sonoma County)	Apts.	Rents Bldg.	MP1511 MP0013 55500 MP0420 FaL39	100% 90%	328,200 1,340,810



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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
115	1	18631 to 18659 Arrow Highway Charter Oaks, Ca. 91724 (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,631,100
116	1	801-811 So. Fairview & 800-810 So. Sullivan Santa Ana, Ca. (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	11,600,000
				Contents	MP0014 55500 MP0420 FaL39	100%	67,500
117	1	91 Westborough Boulevard So. San Francisco, Ca. (San Mateo County)	Office	Bldg.	MP0013 55500 MP0420 FaL39	90%	900,000
118	1	N/E Corner of Civic Drive & Barristo Palm Springs, Ca. (Riverside County)	Guest Home	Bldg.	MP0013 55500 MP0420 FaL39	90%	4,446,700
				Rents	MP1511 FaL39	100%	658,400
119	1	2615-2627 Wilshire Boulevard Los Angeles, Ca. 90057 (Los Angeles County)	Hotel	Bldg.	MP0013 55500 MP0420 FaL39	90%	6,444,818
				Contents	MP0014 55500 MP0420 FaL39	100%	300,000
				Rents	MP1511 FaL39	100%	345,600
				Extra Expense	MP1506		50,000.
				Gross Earnings	MP1590	60%	439,110.



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Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability (\$)
120	1	1114,1118,1125,1130,1132 South Grandview Street Los Angeles, Ca. (Los Angeles County)	Dwell- lings	Bldg.	MP0013 55500 MP0420 FaL39	90%	1,399,600
121	1	13751 Hubbard Sylmar, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,160,200
122	1	N/E Corner of 2nd & Mott Los Angeles, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,493,550
				Rents	MP1511 FaL39	100%	588,200
123	1	6643 Foothill Boulevard Tujunga, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,291,000
124	1	7687 Foothill Boulevard Tujunga, Ca. (Los Angeles County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	2,344,600
125	1	401 W. Columbus Bakersfield, Ca. (Kern County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	3,189,900
126	1	Delaware & Atlantic Huntington Beach, Ca. (Orange County)	Apts.	Bldg.	MP0013 55500 MP0420 FaL39	90%	4,670,000



GENERAL SCHEDULE—SECTION II
SMP LIABILITY INSURANCE

MP 99 91
(Ed. 07 77)

Description of Hazards and Locations

The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of the policy.	Code No.	Premium Bases †	Rates		Advance Premiums	
			*B.I.	P.D.	*B.I.	P.D.
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration			*For SMP Liability Insurance Form Single Limit, Use B.I. Column. Include Premium for Premises Medical Payment Insurance in B.I. Column.
(b) Escalators		(d) Number Insured	(d) Per Landing			
(c) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per \$100 of Cost			
(d) Completed Operations		(f) Receipts	(f) Per \$1,000 of Receipts			
(e) Products		(g) Sales	(g) Per \$1,000 of Sales			
		(H) Bldg. Values per (I) Cost per \$1,000.	\$100.			
(a) Composite Rated- Finance, Insurance & Banking	60055	(H) 296,752,932	.04053	.005	120,274	14,838
(c) Composite Rated- Contract Construction	15055	(I) 45,000,000	.178	.049	8010	2205
(d) General Contracting	15164	(F) 45,000,000	.177	.050	7965	2250
Broad Form CGL	96015	10% of Premium			13,625	1930

†Describe premium basis, if other than stated.



LENDER'S LOSS PAYABLE ENDORSEMENT

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific,
California Bankers' Association,
Committee on Insurance.

INSURED: GOLDRICH AND KEST, INC., ET AL

"A" SPECIAL

POLICY NO.

NAMED INSURED ENDORSEMENT
AND
MORTGAGEE ENDORSEMENT

LOC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
1.	GENESSEE PARK APARTMENTS, A PARTNERSHIP 5550 Genessee Ct., E. San Diego, Ca. 92117	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 1-04-781027-4
2.	INDEPENDENCE PARK APARTMENTS, A LIMITED PARTNERSHIP 6620-6660 Independence Street Canoga Park, Ca. 91303	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 1-04-780978-2
3.	MEYLER PARK APARTMENTS, A LIMITED PARTNERSHIP 860 West Fifth Street San Pedro, Ca. 90731	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 1-04-781135-7
4.	ROSCOE PARK APARTMENTS, A LIMITED PARTNERSHIP 21043 Roscoe Boulevard Canoga Park, Ca. 91304	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 6-04-635176-4
5.	CLAREMONT VILLAGE COMMONS, A PARTNERSHIP 955 West Arrow Highway Claremont, Ca. 91711	WEYERHAEUSER MORTGAGE COMPANY, P. O. BOX 54089, LOS ANGELES, CALIFORNIA 90054, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C. HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 607520
		<u>SECOND MORTGAGEE:</u> ACTIVE MORTGAGE CORPORATION, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SO. LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109
6.	DEL AMO GARDENS, A PARTNERSHIP 225 Del Amo Boulevard Long Beach, Ca. 90805	WEYERHAEUSER MORTGAGE COMPANY, P. O. BOX 54089, LOS ANGELES, CALIFORNIA 90054, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C. HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 607519

LOC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
7.	CIENEGA GARDENS, A PARTNERSHIP 1956 Cienega Avenue Covina, Ca. 91722	METROPOLITAN SAVINGS BANK, c/o ARMSTRONG MORTGAGE COMPANY, AGENT, 1225 DUBLIN ROAD, COLUMBUS, OHIO 43215, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # ML 23641514
8.	FAIRVIEW GREEN APARTMENTS, A LIMITED PARTNERSHIP 2613 South Fairview Street-- Santa Ana, Ca. 92704	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781316-1
9.	PALO ALTO GARDENS, A LIMITED PARTNERSHIP 650 San Antonio Road Palo Alto, Ca. 94306	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781279-1
10.	PLACITA GARDENS APARTMENTS, A LIMITED PARTNERSHIP 9333 Pioneer Boulevard Santa Fe Springs, Ca. 90607	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781272-7
11.	KINGS CANYON APARTMENTS, A LIMITED PARTNERSHIP 5271 East Kings Canyon Road Fresno, Ca. 93727	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781409-8
12.	PACIFIC TERRACE APARTMENTS, A PARTNERSHIP 1500 Pacific Street Midway, Ca. 92655	COAST FEDERAL SAVINGS AND LOAN ASSOCIATION 855 SOUTH HILL STREET, LOS ANGELES, CALIFORNIA LOAN #19-70210-9
13.	DOLPHIN MARINA, A PARTNERSHIP 13900 Panay Way Marina del Rey, Ca. 90291	CONNECTICUT GENERAL LIFE INSURANCE COMPANY, HARTFORD, CONNECTICUT, c/o W. ROSS CAMPBELL COMPANY, 16530 VENTURA BOULEVARD, SUITE 406, ENCINO, CALIFORNIA 91436 LOAN # 51248
14.	RESEDA PARK, A PARTNERSHIP 6505 Reseda Boulevard Reseda, Ca. 91335	GLENDALE FEDERAL SAVINGS AND LOAN ASSOCIATION, 401 NORTH BRAND BOULEVARD, GLENDALE, CALIFORNIA 92109 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 5871-114326

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

.OC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
15.	SHERMAN PARK APARTMENTS, A PARTNERSHIP 17950-64 Sherman Way Reseda, Ca. 91335	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-780742-3
16.	(TYRON TERRACE APARTMENTS) JONA GOLDRICH TRUSTEE FOR GOLD- RICH TRUST #1 AND SOL KEST, TRUSTEE FOR THE KEST TRUST #1, EACH AS TO AN INDIVIDUAL $\frac{1}{2}$ INTEREST 4949 Tyron Avenue Sherman Oaks, Ca. 91403	CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION 5760 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90048 LOAN # 19019578
17.	NORTHRIDGE CAMPUS RESIDENCE 9500 Zelzah Avenue Northridge, Ca. 91324	ALLSTATE SAVINGS AND LOAN ASSOCIATION, 5077 LANKERSHEIM BOULEVARD, NORTH HOLLYWOOD, CALIFORNIA 91601 LOAN # 200386839
		<u>SECOND MORTGAGEE:</u> UNION BANK, 9460 WILSHIRE BOULEVARD, BEVERLY HILLS, CALIFORNIA 90212
18.	KITTRIDGE GARDENS I APARTMENTS, A PARTNERSHIP 6548 Wilbur Avenue Reseda, Ca. 91335	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 6-04-635714-6
19.	KITTRIDGE GARDENS II APARTMENTS, A PARTNERSHIP 6540 Wilbur Avenue Reseda, Ca. 91335	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 6-04-780299-2
		<u>SECOND MORTGAGEE:</u> FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 214965
20.	RAYEN PARK APARTMENTS, A PARTNERSHIP 15233 Rayen Street Sepulveda, Ca. 91343	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-780024-3
21.	PUENTE PARK APARTMENTS, A PARTNERSHIP 14721 Nelson Avenue LaPuente, Ca. 91744	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-780055-4

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

LOC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
22.	LOS LOMAS GARDEN APARTMENTS, A PARTNERSHIP 900 Los Lomas Drive LaHabre, Ca. 90631	WEYERHAEUSER MORTGAGE COMPANY, P.O. BOX 54089, LOS ANGELES, CALIFORNIA 90054 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 607501
23.	ESCONDIDO PARK APARTMENTS, A PARTNERSHIP 1125 North Broadway Escondido, Ca. 92025	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 - AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781028-6
24.	LAWRENCE ROAD APARTMENTS, A PARTNERSHIP 3555 Warburton Santa Clara, Ca. 95051	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781312-3
25.	PARTHENIA TOWNHOUSES, A PARTNERSHIP 21218 Parthenia Avenue Canoga Park, Ca. 91304	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 6-04-780517-6
26.	SKYLINE VIEW GARDENS, A PARTNERSHIP 3880 Callan Boulevard South San Francisco, Ca. 94133	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN #1-04-781265-0
27.	COVINA WEST APARTMENTS, A PARTNERSHIP 917 West Cameron Avenue West Covina, Ca. 91790	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-780330-0
28.	PIONEER GARDENS, A PARTNERSHIP 9039 Pioneer Boulevard Santa Fe Springs, Ca. 90670	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN #1-04-780331-2
29.	BLOSSOM HILL APARTMENTS, A LIMITED PARTNERSHIP 5480 Lean Avenue San Jose, Ca. 95123	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781495-7

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

OC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
30.	VILLAGE GREEN APARTMENTS, A PARTNERSHIP 5404 Drysdale Drive San Jose, Ca. 95123	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781604-6
31.	LAKEVIEW TERRACE APARTMENTS 12512 Filmore Pacoima, Ca. 91331	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 6-04-635548-5
32.	SUNSET AQUATIC PARK, A PARTNERSHIP 2901 Edinger Street Sunset Beach, Ca. (Huntington Harbor)	NONE
33.	DESOTO GARDENS, A PARTNERSHIP 8734 DeSoto Avenue Canoga Park, Ca. 91304	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 6-04-780146-7 SECOND MORTGAGEE: ACTIVE MORTGAGE CORPORATION, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109
34.	SUNLAND PARK APARTMENTS, A PARTNERSHIP 9340 Sunland Boulevard Los Angeles, Ca. 90016	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 6-04-780243-5 SECOND MORTGAGEE: ACTIVE MORTGAGE CORPORATION, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109
35.	WEST COVINA APARTMENTS, A LIMITED PARTNERSHIP 1513 West San Bernardino Road West Covina, Ca. 91790	U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL HOUSING ADMINISTRATION, MULTI FAMILY MORTGAGE BRANCH, WASHINGTON, D. C. 20412 LOAN # 122-00080

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

LOC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
36.	DEL VISTA VILLAGE, A PARTNERSHIP 956 Avenida Del Vista Corona, Ca. 91720	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 6-04-780600-3
		<u>SECOND MORTGAGEE:</u> ACTIVE MORTGAGE CORPORATION, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109
37.	SAN JOSE GARDENS APARTMENTS, A PARTNERSHIP 4668 Albany Drive San Jose, Ca. 95129	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-780721-5
38.	CENTRAL PARK APARTMENTS, A PARTNERSHIP 90 Sierra Vista Mountain View, Ca. 95129	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781324-0
39.	ST. ANDREWS GARDENS APARTMENTS, A PARTNERSHIP 2150 W. Adams Boulevard Los Angeles, Ca. 90018	FEDERAL HOUSING ADMINISTRATION, 2500 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90057 LOAN # 122-44310-SHM
40.	CASA SERRANO APARTMENTS, A LIMITED PARTNERSHIP 245 So. Serrano Avenue Los Angeles, Ca. 90006	IMPERIAL SAVINGS AND LOAN ASSOCIATION, P. O. BOX 23036, SAN DIEGO, CALIFORNIA 92123 LOAN # 20-232401
		<u>SECOND MORTGAGEE:</u> UNION BANK, 9460 WILSHIRE BOULEVARD, BEVERLY HILLS, CALIFORNIA 90212
41.	PICO PLAZA APARTMENTS, A PARTNERSHIP 1226-1237 So. Arapahoe Los Angeles, Ca. 90006	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781181-4
42.	OXFORD PARK APARTMENTS, A PARTNERSHIP 1950 So. Oxford Los Angeles, Ca. 90018	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024, AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-780768-1

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

30. 3.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
43.	DREHMOOR APARTMENTS, A PARTNERSHIP 215-19 East 19th Avenue Denver, Colorado 80203	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 2001 BRYAN TOWER, SUITE 1200, DALLAS, TEXAS 75201, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-05-462777-1
44.	BECK PARK APARTMENTS, A PARTNERSHIP 6235 Beck Avenue North Hollywood, Ca. 91606	EMIGRANT SAVINGS BANK, C/O UNITED FIRST MORTGAGE CORPORATION AND/OR ASSIGNS, P.O. BOX 80034, SAN DIEGO, CALIFORNIA 92138 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPEMNT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 25900-7
45.	VILLA FONTANA APARTMENTS, A PARTNERSHIP 50 East Market Street Daly City, Ca. 93017	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781727-2
46.	CASA SAN PABLO APARTMENTS, A PARTNERSHIP 5254 Del Mar Avenue Fresno, Ca. 93704	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781635-7
47.	GRACE & LAUGHTER APARTMENTS 1051 No. Eaton Street Dinuba, Ca. 93618 (Tulare Co.)	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781609-6
48.	LIVERMORE GARDENS APARTMENTS, A PARTNERSHIP 5774 East Avenue Livermore, Ca. 84550	FEDERAL NATIONAL MORTGAGE ASSOCIATION, 10920 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024 AND THE SECRETARY OF HOUSING AND URBAN DEVELOP- MENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 1-04-781703-8
49.	SHERMAN ARMS APARTMENTS, A PARTNERSHIP 17760-17766 Sherman Way Reseda, Ca. 91335	COAST FEDERAL SAVINGS AND LOAN ASSOCIATION, 855 SOUTH HILL STREET, LOS ANGELES, CALIFORNIA 90014 LOAN # 19-70211-7

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

OC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
50.	LAKE MERRITT APARTMENTS, A PARTNERSHIP 1417 First Avenue Oakland, Ca. 94606	THE STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA 19126 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN #00880-061741-0
51.	SANTA THERESA APARTMENTS, A PARTNERSHIP 6254 Santa Theresa Boulevard San Jose, Ca. 95129	WELLS FARGO MORTGAGE COMPANY, P. O. BOX 937, SANTA ROSA, CALIFORNIA 95402 LOAN #129329
52.	WILTON WILSHIRE ARMS, A LIMITED PARTNERSHIP 3966 Wilshire Boulevard Los Angeles, Ca. 90010	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 216101
53.	CARONDELET SENIOR CITIZENS APARTMENTS, A PARTNERSHIP 512-540 So. Carondelet Street Los Angeles, Ca. 90010	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 213626
54.	LAKE SHORE VILLA, A LIMITED PARTNERSHIP 6888 Golf Crest Drive San Diego, Ca. 92119	UNITED MUTUAL SAVINGS, c/o SOUTHERN TRUST AND MORTGAGE CORPORATION, 2355 STEMMONS FREEWAY, SUITE 301, DALLAS, TEXAS 75201 LOAN # 582 4000087
55.	COLUMBUS TERRACE APARTMENTS, A LIMITED PARTNERSHIP 8606 Columbus Avenue Sepulveda, Ca. 91343	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA 19126 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C. HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 00881-019957-0
56.	SCHERER PARK APARTMENTS, A LIMITED PARTNERSHIP 4676 Long Beach Boulevard Long Beach, Ca. 90805	CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, 6870 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90036. LOAN # 37-262947-72
57.	GOLDRICH AND KEST, INC. (OVERLAND OFFICE BUILDING) 5150 Overland Avenue Culver City, Ca. 90230	PRUDENTIAL INSURANCE COMPANY OF AMERICA, P. O. BOX 9049, VAN NUYS, CALIFORNIA 91450 LOAN # 2-172-421

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

.OC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
58.	CAPITOLA GARDENS, A LIMITED PARTNERSHIP 1745 - 46th Avenue Capitola, Ca. 95123	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA 19126 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 00880-066454-0
59.	VALENCIA VILLA APARTMENTS, A LIMITED PARTNERSHIP 25857 No. Singing Hills Drive Valencia, Ca. 91355	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RE- MENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/ o FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109. LOAN # 215785
60.	PLEASANT HILLS COMMONS, A LIMITED PARTNERSHIP 100 Boyd Road Pleasant Hills, Ca. 94523	STATE OF CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, c/o WEYERHAEUSER MORTGAGE COMPANY, P. O. BOX 54039, LOS ANGELES, CALIFORNIA 90054, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 245075
61.	CLARK TERRACE APARTMENTS, A LIMITED PARTNERSHIP 14315 Clark Street Baldwin Park, Ca. 91765	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA 19126, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C.. HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 00881-019956-0
62.	NEW HAMPSHIRE ARMS, A LIMITED PARTNERSHIP 819-829 New Hampshire Los Angeles, Ca. 90005	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA 19126, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C.. HIS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 00880-066453-0
63.	STUDIO VILLAS ESTATES, A LIMITED PARTNERSHIP 4037, 4443, 4049, 4050, 4444 and 4038 Coogan Circle Culver City, Ca. 90230	CULVER FEDERAL SAVINGS AND LOAN ASSOCIATION, 10601 WASHINGTON BOULEVARD, CULVER CITY, CALIFORNIA 90230 LOAN # Unknown

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
54.	ROSSWOOD VILLA, A LIMITED PARTNERSHIP 100 North Ross Street Santa Ana, Ca. 92701	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 216613
55.	VILLA OLIVE OAK APARTMENTS, A LIMITED PARTNERSHIP 125 West Olive Monrovia, Ca. 91016	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESE MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 Loan # 216176
56.	FALLBROOK SQUARE APARTMENTS, A LIMITED PARTNERSHIP 22833, 22835, 22843 Van Owen Canoga Park, Ca. 91304	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA, 19126, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 00880-066451-0
57.	ARGONAUT APARTMENTS, A PARTNERSHIP 233 East Colfax and 1515 Grant Street Denver, Colorado 80448	METROPOLITAN SAVINGS BANK AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT ITS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR, c/o RALPH C. SUTRO COMPANY, COMMERCIAL LOAN SERVICING, P. O. BOX 30862, LOS ANGELES, CALIFORNIA 90030 Loan # 180178-6
58.	CITRUS ARMS APARTMENTS, A LIMITED PARTNERSHIP 1380 Central Avenue Redlands, Ca. 82373	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA, 19126, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 00880-061737-0
59.	EL PORTAL GARDENS, A LIMITED PARTNERSHIP 14041 San Pablo Avenue San Pablo, Ca. 94806	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA 19126, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 00880-065220-0
70.	ENCINO CREST APARTMENTS, A LIMITED PARTNERSHIP 5455 Zelzah Avenue Encino, Ca. 91316	GREAT WESTERN SAVINGS AND LOAN ASSOCIATION, 8150 SUNSET BOULEVARD, LOS ANGELES, CALIFORNIA 90046 LOAN # 0-215-053-2

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

.OC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
71.	LINDLEY MANOR APARTMENTS, A LIMITED PARTNERSHIP 5405 Lindley Avenue Tarzana, Ca. 91350	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA, 19126 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C. HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 00880-061738-0
72.	NEILSON VILLA, A LIMITED PARTNERSHIP 3100 Neilson Way Santa Monica, Ca. 90405	WESTMINSTER MORTGAGE COMPANY, 8383 WILSHIRE BOULEVARD, BEVERLY HILLS, CALIFORNIA 90211 LOAN # 1-603-400-0
73.	PARKVIEW TERRACE APARTMENTS, A LIMITED PARTNERSHIP 2451 W. 7th Street 681 Parkview Street Los Angeles, Ca.	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA, 19126 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C. HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 00880-061731-0
74.	PRIMROSE VILLA APARTMENTS, A LIMITED PARTNERSHIP 150 Colorado Street Monrovia, Ca. 91016	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o COLONIAL MORTGAGE SERVICE COMPANY, COMMERCIAL LOAN SERVICING, 7320 OLD YORK ROAD, PHILADELPHIA, PENNSYLVANIA, 19126 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C. HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 00880-062063-0
75.	SKY PARK APARTMENTS, A LIMITED PARTNERSHIP 5414 Sky Parkway Sacramento, Ca. 95823	STATE OF WASHINGTON TRUSTEE FOR ACCOUNT OF SCIENTIFIC SCHOOL PERMANENT FUND, c/o WASHINGTON MORTGAGE COMPANY, INC., 2720 THIRD AVENUE, SUITE 300, SEATTLE, WASHINGTON, 98121 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 5408831
76.	WILLOW BROOK VILLAS, A LIMITED PARTNERSHIP 4341 Willow Brook Avenue Los Angeles, Ca. 90029	METROPOLITAN SAVINGS BANK, c/o UNITED FIRST MORTGAGE CORPORATION, P. O. BOX 80034, SAN DIEGO, CALIFORNIA 92138, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR. LOAN # 25926-9

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

OC. IO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
77.	LA HABRA SHOPPING CENTER AND BEACH CENTER, LTD. 2233, 2235, 2231, 2235, 2241, 2141, 2145, 2261, 2011, 2161 La Habra Boulevard La Habra, Ca. 90631	FRANKLIN LIFE INSURANCE COMPANY, c/o COLWELL COMPANY, 3223 WEST SIXTH STREET, LOS ANGELES, CALIFORNIA, 90020 - LOAN # 54-NCR-29304 AND STATE FARM LIFE INSURANCE COMPANY, c/o GENERAL ELECTRIC MORTGAGE CORPORATION, P. O. BOX 1798, PORTLAND, OREGON 97207 - LOAN # 106719
78.	AMERIGE VILLA APARTMENTS, A PARTNERSHIP 343 W. Amerige Fullerton, Ca. 92632	STATE OF CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK OF CALIFORNIA, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 216615
79.	ACACIA VILLA APARTMENTS, A LIMITED PARTNERSHIP 10931 Acacia Boulevard Garden Grove, Ca.	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES' RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 216560
80.	AZUSA PARK APARTMENTS, A PARTNERSHIP 363 N. Calera Azusa, Ca. 91702	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSOR. AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 215447
81.	CLAYTON GARDENS, APARTMENTS, A PARTNERSHIP 4140 Clayton Road Concord, Ca. 94521	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSOR. AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 215443
82.	CIVIC PLAZA APARTMENTS, A PARTNERSHIP 1495 Don Avenue Santa Clara, Ca. 95050	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSOR AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 215441

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
83.	PENDELTON ARMS, A PARTNERSHIP 12009 Pendleton Street Sun Valley, Ca. 91352	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 215448
84.	PERSIDIO PARK APARTMENTS, A PARTNERSHIP 420-24 De La Guerre Santa Barbara, Ca. 93103	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR.
85.	HANCOCK PARK CONDOMINIUMS, A GENERAL PARTNERSHIP 638 Rossmore Los Angeles, Ca. 90005	NONE
86.	PALMDALE EAST Q APARTMENTS, A PARTNERSHIP 1000 East Avenue Q Palmdale, Ca. 93550	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 LOAN # 215451
87.	SAN GABRIEL VILLA, A PARTNERSHIP 1415-1485 San Gabriel Boulevard and 8141-8151 Hill Drive Rosemead, Ca. 91770	COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES RETIREMENT FUND AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR, c/o THE FIDELITY BANK, AGENT, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE PASADENA, CALIFORNIA 91109 LOAN # 215450
88.	BURLINGTON ARMS, A LIMITED PARTNERSHIP 811-825 Burlington Los Angeles, Ca. 90057	CALIFORNIA HOUSING FINANCE AGENCY, 5711 SLAUSON AVENUE, CULVER CITY, CALIFORNIA 90230
89.	MERCED GARDENS APARTMENTS, A PARTNERSHIP 3281-3299 Meadows Avenue Merced, Ca. 95340	STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK, A CALIFORNIA CORPORATION, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 216427

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

OC. D.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
30.	GRANDVIEW TERRACE APARTMENTS, A PARTNERSHIP 3940 Grandview Avenue Mar Vista, Ca. 90012	CALIFORNIA HOUSING FINANCE AGENCY, 5711 SLAUSON AVENUE, CULVER CITY, CALIFORNIA 90230
31.	RUNNYMEADE GARDENS APARTMENTS, A PARTNERSHIP 2301 Cooley Avenue East Palo Alto, Ca. 94303	STATE OF CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, c/o WEYERHAEUSER MORTGAGE COMPANY, P.O. BOX 54089, LOS ANGELES, CALIFORNIA 90054 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS , AS THEIR INTEREST MAY APPEAR.
32.	MILLBROOK PARK APARTMENTS, A PARTNERSHIP 7000-7100 Millbrook Avenue and 7000-7100 Sixth Street Fresno, Ca. 93710	THE TEACHER'S RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, c/o REILLY MORTGAGE GROUP, INC. GEORGETOWN PLAZA, #305, 2828 PENNSYLVANIA AVENUE, N.W., WASHINGTON, D.C., 20007 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR.
33.	HERRICK MANOR, A LIMITED PARTNERSHIP 14274 Hubbard Street Sylmar, Ca. 91342	FIRST FINANCIAL SAVINGS AND LOAN ASSOCIATION 1048 OGDEN AVENUE, DOWNERS GROVE, ILLINOIS 60515
34.	HAYWARD VILLA, A PARTNERSHIP 27400-27424 Tampa Hayward, Ca. 94544	STATE OF CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK OF CALIFORNIA, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 231310
35.	VILLA TOPANGA II, A PARTNERSHIP 8930-8940 Topanga Canyon Boulevard and 8931-8941 Owens- mouth Avenue Canoga Park, Ca. 91304	STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, c/o WEYERHAEUSER MORTGAGE COMPANY, P.O. BOX 54089, LOS ANGELES, CALIFORNIA 90054 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 245093
36.	TUSTIN GARDENS, A PARTNERSHIP 275 East Sixth Street Tustin, Ca. 93680	STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, c/o WEYERHAEUSER MORTGAGE COMPANY, P.O. BOX 54089, LOS ANGELES, CALIFORNIA 90054 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.
37.	SEASIDE VILLA, A LIMITED PARTNERSHIP 319 North Broadway Redondo Beach, Ca. 90277	THE STATE TREASURER OF THE STATE OF MICHIGAN AS CUSTODIAN FOR THE STATE EMPLOYEES' RETIREMENT SYSTEM FUND, MORTGAGE SERVICE DIVISION, DEPARTMENT OF TREASURY STATE OF MICHIGAN, P.O. BOX 15128, LANSING MICHIGAN, 48901, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 771/Y2

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

90. 9.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
98.	FAIRWAY APARTMENTS, A LIMITED PARTNERSHIP 77 Westborough South San Francisco, Ca. 94080	STATE OF CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK OF CALIFORNIA, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA, 91109, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 231304
99.	HERRICK MANOR, A LIMITED PARTNERSHIP 14268 Hubbard Street Sylmar, Ca. 91342	TWA REAL ESTATE INVESTMENT, INC., 12001 HIGHWATER ROAD, GRANADA HILLS, CALIFORNIA 91344
100.	VILLA DEL COMANCHE, A LIMITED PARTNERSHIP 1501-1503-1505-1507-1509-1511- 1513-1515 Bear Mountain Boulevard Arvin, Ca. 93203	STATE OF CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK OF CALIFORNIA, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN #231305
101.	OLIVE TREE APARTMENTS, A LIMITED PARTNERSHIP 715-729 No. Azusa Avenue Covina, Ca.	THE STATE TREASURER OF THE STATE OF MICHIGAN AS CUSTODIAN FOR THE STATE OF EMPLOYEES' RETIREMENT SYSTEM FUND, MORTGAGE SERVICE DIVISION, DEPARTMENT OF TREASURY STATE OF MICHIGAN, P.O. BOX 15128, LANSING, MICHIGAN 48901 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 776/Y9
102.	COMMERCE SENIOR CITIZENS, A LIMITED PARTNERSHIP 6707-6725 East Gage Avenue City of Commerce, Ca.	STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK OF CALIFORNIA, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA, 91101 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT. WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 231312
103.	RAMONA PARK APARTMENTS, A LIMITED PARTNERSHIP 13800-13850 West Ramona and 3640-3642 Merced Baldwin Park, Ca. 91706	CALIFORNIA HOUSING FINANCE AGENCY, 5711 SLAUSON AVENUE, CULVER CITY, CALIFORNIA 90230
104.	VILLA SAN DIMAS, A LIMITED PARTNERSHIP 201-241 Acacia Street and 202-252 Eucla Street San Dimas, Ca. 91773	THE STATE TREASURER OF THE STATE OF MICHIGAN AS CUSTODIAN FOR THE STATE EMPLOYEES' RETIREMENT SYSTEM FUND, MORTGAGE SERVICE DIVISION, DEPARTMENT OF TREASURY STATE OF MICHIGAN, P.O. BOX 15128, LANSING, MICHIGAN 48901, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR. LOAN # 776/Y3

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

JC. No.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
105.	EL CAJON SENIOR TOWER APARTMENTS, A LIMITED PARTNERSHIP 180 Ballantyne Street El Cajon, Ca.	CALIFORNIA HOUSING FINACNE AGENCY, 5711 SLAUSON AVENUE, CULVER CITY, CALIFORNIA 90230
106.	VILLA MARISOL, A LIMITED PARTNERSHIP 5301 Villa Marisol Los Angeles, Ca	CALIFORNIA HOUSING FINACNE AGENCY, 5711 SLAUSON AVENUE, CULVER CITY, CALIFORNIA 90230
107.	TERRACE MESA APARTMENTS, A LIMITED PARTNERSHIP 22491 DeBerry Street Grande Terrace, Ca.	NEW YORK STATE TEACHERS' RETIREMENT SYSTEM, c/o REILLY MORTGAGE GROUP, 2828 PENNSYLVANIA AVENUE, N.W. SUITE 305, WASHINGTON, D.C., 20007, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C. HIS SUCCESSORS OR ASSIGNS AS THEIR INTEREST MAY APPEAR.
108.	COMMONWEALTH RESIDENCE, A PARTNERSHIP COMPOSED OF JONA GOLDRICH, SOL KEST AND HILLSIDE APARTMENTS, A PARTNERSHIP 150 South Commonwealth Avenue Los Angeles, Ca. 90004	SOUTHWEST SAVINGS AND LOAN ASSOCIATION 2700 WEST MANCHESTER, INGLEWOOD, CALIFORNIA 90305 LOAN # 11794910
109.	BEACHWOOD GUEST HOME, GOLDRICH & KEST, A PARTNERSHIP & GOLDRICH & KEST, INC. DAVID SOKOL, AS THEIR INTERESTS MAY APPEAR 6054 Franklin Avenue Los Angeles, Ca. 90028	BRENTWOOD SAVINGS AND LOAN ASSOCIATION 2211 BELLFLOWER BOULEVARD, LONG BEACH, CALIFORNIA 90815 LOAN # 120-23353-2 <u>SECOND MORTGAGEE</u> : UNION BANK, 9460 WILSHIRE BOUL- EVARD, BEVERLY HILLS, CALIFORNIA 90212
110.	NORTHRIDGE ROYALE GUEST HOME, A PARTNERSHIP, COMPOSED OF GOLDRICH, KEST, HIRSCH, STERN & HALPERN 17300 Roscoe Boulevard Northridge, Ca. 91324	BRENTWOOD SAVINGS AND LOAN ASSOCIATION, 2211 BELLFLOWER BOULEVARD, LONG BEACH CALIFORNIA 90815 LOAN # 120-24525-4
111.	SUPERIOR CONVALESCENT, LTD. 9655 Sepulveda Boulevard Sepulveda, Ca. 91343	SOUTHWEST SAVINGS AND LOAN ASSOCIATION 2700 WEST MANCHESTER, INGLEWOOD, CLAIRFORNIA 90815 LOAN # 17018
112.	SAN JOSE GREENS, A LIMITED PARTNERSHIP 2405 Woodard Road San Jose, Da. 95123	STATE OF CALIFORNIA, PUBLIC EMPLOYEES' RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK OF CALIFORNIA, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR. LOAN # 232196
113.	OTAY PARK APARTMENTS, A LIMITED PARTNERSHIP 1170- 30th Street San Diego, Ca.	CALIFORNIA HOUSING FINANCE AGENCY, 5711 SLAUSON, CULVER CITY, CALIFORNIA 90230

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

.OC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
114.	COUNTRY CLUB VILLAGE, A LIMITED PARTNERSHIP 6357 Country Club Drive Rohnert Park, Ca. 94928	STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, c/o FIRST INTERSTATE BANK OF CALIFORNIA, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR.
115.	FAIRVALLEY VILLA, A LIMITED PARTNERSHIP 18631 to 18659 Arrow Highway Charter Oaks, Ca. 91724	THE STATE TREASURER OF THE STATE OF MICHIGAN AS CUSTODIAN FOR THE STATE EMPLOYEES' RETIREMENT SYSTEM FUND, STATE OF MICHIGAN, MORTGAGE SERVICE DIVISION, P. O. BOX 15128, LANSING, MICHIGAN, 48901, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR. LOAN # 771/9K
116.	VOLTAIRE APARTMENTS, A PARTNERSHIP 801-811 South Fairview and 900-810 South Sullivan Santa Ana, Ca.	UNION BANK, 9460 WILSHIRE BOULEVARD, BEVERLY HILLS, CALIFORNIA 90212
117.	FAIRWAY OFFICE BUILDING, A LIMITED PARTNERSHIP 91 Westborough Boulevard South San Francisco, Ca.	NONE
118.	PALM SPRINGS SENIOR CITIZENS, A LIMITED PARTNERSHIP N/E Corner of Civic Drive & Barristo Palm Springs, Ca.	CALIFORNIA HOUSING FINANCE AGENCY, 5711 SLAUSON AVENUE, CULVER CITY, CALIFORNIA 90230
119.	WILSHIRE ROYALE, A GENERAL PARTNERSHIP 2615-2627 Wilshire Boulevard Los Angeles, Ca. 90057	SECURITY LIFE INSURANCE COMPANY, 700 HARRISON, TOPEKA, KANSAS 66636 AND FIFIELD MANORS, A CALIFORNIA CORPORATION, c/o OVERTON, LYMAN AND PRINCE, 550 SOUTH FLOWER STREET, FIFTH FLOOR, LOS ANGELES, CALIFORNIA 90071, AS THEIR INTEREST MAY APPEAR.
120.	GRANDVIEW HOMES, A LIMITED PARTNERSHIP 1114-1118-1125-1130-1132 South Grandview Street Los Angeles, Ca.	ACTIVE MORTGAGE CORPORATION, 5150 OVERLAND AVENUE, CULVER CITY, CALIFORNIA 90230 AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.
121.	FOOTHILL TERRACE, A LIMITED PARTNERSHIP 13751 Hubbard Sylmar, Ca.	FIRST INTERSTATE BANK OF CALIFORNIA, A CALIFORNIA CORPORATION, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.

NAMED INSURED: GOLDRICH AND KEST, INC., ET AL

.OC. NO.	NAMED INSURED AND ADDRESS	MORTGAGEE LIST
122.	CASA DE LAS HERMANITAS, A LIMITED PARTNERSHIP N/E Corner of 2nd and Mott Los Angeles, Ca.	CALIFORNIA HOUSING FINANCE AGENCY, 5711 SLAUSON AVENUE, CULVER CITY, CALIFORNIA 90230
123.	TUJUNGA GARDENS, A LIMITED PARTNERSHIP 6643 Foothill Boulevard Tujunga, Ca.	ACTIVE MORTGAGE CORPORATION, 5150 OVERLAND AVENUE, CULVER CITY, CALIFORNIA 90230, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.
124.	FOOTHILL GARDENS, A LIMITED PARTNERSHIP 7687 Foothill Boulevard Tujunga, Ca.	ACTIVE MORTGAGE CORPORATION, 5150 OVERLAND AVENUE, CULVER CITY, CALIFORNIA 90230, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.
125.	PANORAMA PARK APARTMENTS, A LIMITED PARTNERSHIP 401 W. Columbus Bakersfield, Ca.	ACTIVE MORTGAGE CORPORATION, 5150 OVERLAND AVENUE, CULVER CITY, CALIFORNIA 90230, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.
126.	SURFSIDE VILLAS, A LIMITED PARTNERSHIP Delaware & Atlantic Huntington Beach, Ca.	FIRST INTERSTATE BANK, A CALIFORNIA CORPORATION, c/o FIRST INTERSTATE MORTGAGE COMPANY, 245 SOUTH LOS ROBLES AVENUE, PASADENA, CALIFORNIA 91109, AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D. C., HIS SUCCESSORS OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.

"B" SPECIAL

GOLDRICH AND KEST, INC.

NAMED INSURED LIST

GOLDRICH AND KEST, INC.;
PRESTIGE DEVELOPERS, INC.;
TRIANON RESIDENCE DEVELOPMENT COMPANY;
PRESTIGE MORTGAGE COMPANY;
MECHANICAL SERVICES, A DIVISION OF G & K;
PROPERTY MANAGEMENT COMPANY, INC.;
BRESLOW DEVELOPMENT CORPORATION;
PRESTIGE HOMES, INC.;
ACTIVE MORTGAGE CORPORATION;
GIBSON CONSTRUCTION;
MODERNIZATION CONTRACTING, INC. DBA: G.C.M.C.;
ACTIVE CONSTRUCTION CLEANUP CORPORATION;
G & K MANAGEMENT COMPANY, INC.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.		
Named Insured				
Additional Premium \$	Return Premium \$	BI		PD
		In Advance \$	\$	
		1st Anniv. \$	\$	
		2nd Anniv. \$	\$	

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

**"C" SPECIAL
COMPOSITE RATE ENDORSEMENT**

In consideration of the premium charged it is agreed that:

1. The premium charged under section II of this policy for owned, or leased property shall be determined by applying the composite rate shown to the TOTAL VALUES FOR REAL PROPERTY, PERSONAL PROPERTY AND RENTAL INCOME VALUES SHOWN ON SECTION I OF THIS POLICY. IT SHALL NOT INCLUDE THE VALUES FOR GROSS EARNINGS, LOSS OF EARNING, EXTRA EXPENSE OR VALUABLE PAPERS.
2. The premium for the construction operations shall be determined by applying the composite rates shown to THE TOTAL AUDITED VALUE OF ALL CONSTRUCTION WORK PERFORMED BY THE NAMED INSURED OR UNDER THE SUPERVISION OF THE NAMED INSURED OR FOR WHICH THE INSURED HAS AN INSURABLE INTEREST.

"COMPOSITE RATES" is substituted for the word REMUNERATION wherever it appears in the limits of liability section of the CGL portion of this contract.

This endorsement applies to COMPREHENSIVE GENERAL LIABILITY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

"D" SPECIAL

In consideration of the premium charged it is agreed that the definition of Buildings under this policy is amended to include:

Garages, carports, fences, walkways, signs, boat slips, piers, wharves, pilings, equipment used for the service of the building and pools.

It is further agreed that exclusion E3 on MP0013 is amended to show 180 days in lieu of 30 days.

It is further agreed that extension of coverage (IV) A is amended to show \$1,000,000. in lieu of \$100,000. and sub paragraphs 1 and 2 of the same extension are amended to show 60 days in lieu of 30 days.

All other policy conditions remain unchanged.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.		
Named Insured				
Additional Premium \$	Return Premium \$	BI		PD
		In Advance \$	\$	
		1st Anniv. \$	\$	
		2nd Anniv. \$	\$	

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

"E" SPECIAL

Comprehensive General Liability Insurance

Real Estate Developers Endorsement

BROAD FORM NAMED INSURED

It is agreed that the Persons Insured Provision is amended to include:

1. Any organization, incorporated or organized under the law of the United States of America, its territories or possessions, Puerto Rico or Canada, newly acquired or formed by the Named Insured during the policy period, in which the Named Insured has majority ownership will be a Named Insured only for the 90 days following acquisition or formation, unless the company agrees to extend this insurance for such organizations by endorsement. In no event will this insurance extend beyond the termination of this policy.
2. Any partnership, joint venture or other entity which is owned, controlled, managed or operated by the Named Insured and in which the Named Insured has majority interest.
3. As respects the Completed Operations Hazard, any corporation, joint venture, or partnership in which the Named Insured was as owner, partner, or joint venturer, but only with respect to the Named Insured liability as such.

It is further agreed that as respects part 3, Condition 6 of the "General Provisions for Liability Policies" is amended to include:

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

"E" SPECIAL (Continued)

Any insurance afforded by this policy for any corporation, joint venture or partnership in which the Named Insured was, but no longer is an owner, partner or joint venturer, shall be excess over other valid and collectable insurance available to the insured.

ADDITIONAL INSURED

It is agreed that the Persons Insured Provision is amended to include:

1. Any organization, trustee or estate with whom the Named Insured has agreed by contract to provide public liability insurance but only with respect to acts or omissions of the Named Insured in connection with the Named Insured's operations.
2. Any homeowners organization controlled, operated or managed by the Named Insured or any of its employees.

UNINTENTIONAL OMISSION

It is agreed that with respect to Condition 12, the unintentional omission of, or unintentional error in, any information by the Named Insured shall not prejudice the rights of the insured under this policy, but this provision does not apply to the right of the Company to collect additional premium or to exercise its right of cancellation or nonrenewal.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

"F" SPECIAL

FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY ALLIED

It is agreed that section V, Fire Legal Liability Coverage - Real Property of the Broad Form Comprehensive General Liability Endorsement is amended to include Property Damage arising out of:

- (A) explosion
- (B) Smoke or smudge from the sudden, unusual and faulty operation of any heating or cooking unit while such unit is connected to chimney by a smoke pipe,

subject to the following additional provisions:

1. With respect to the Fire Legal Liability Coverage provided by this endorsement, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to:

- (a) liability assumed by the Insured under any contract or agreement;
- (b) the explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or fly wheels;
- (c) smoke or smudge from industrial apparatus.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached. effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.		
Named Insured				
Additional Premium \$	Return Premium \$	BI		PD
		In Advance \$		\$
		1st Anniv. \$		\$
		2nd Anniv. \$		\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

"F" SPECIAL (Continued)

NOTICE OF OCCURRENCE

CONDITION 4A IS AMENDED TO READ AS FOLLOWS:

In the event of an occurrence, injury, or damage, written notice containing particulars sufficient to identify the insured and also reasonable obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and if available the names and addresses of witnesses shall be given by or for the insured to the Company of any of its authorized agents as soon as practicable; provided that with respect to the Named Insured, such notice shall be given as soon as practicable after knowledge of the occurrence, injury, or damage has been reported to an executive officer of the Named Insured or to the employee designated by the Named Insured to give such notice.

AMENDED CANCELLATION CONDITION

It is agreed that, except for cancellation by the Company for non-payment of premiums, the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the Company by mailing to the first Named Insured at the address shown in this policy written notice stating when, not less than 90 days thereafter such cancellation shall be effective.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.		
Named Insured				
Additional Premium \$	Return Premium \$	BI		PD
		In Advance \$	\$	
		1st Anniv. \$	\$	
		2nd Anniv. \$	\$	

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

ADDITIONAL INSURED LISTLOCATIONADDITIONAL INSURED:

#13 - Dolphin Marina 13900 Panay Way Marina Del Rey, Ca. 90291	COUNTY OF LOS ANGELES DIVISION OF SMALL CRAFT HARBORS ADMINISTRATION BUILDING FIJI WAY, MARINA DEL REY, CA. 90201
#31 - Lakeview Terrace 12512 Filmore Pacoima, Ca. 91331	UNITED GROUP, INC., MANAGEMENT AGENT 15233 VENTURA BOULEVARD #816 SHERMAN OAKS, CA. 91403
#32 - Sunset Aquatic Park 2901 Edinger Street Sunset Beach, Ca.	COUNTY OF ORANGE DEPARTMENT OF REAL PROPERTY SERVICES 400 CIVIC CENTER DRIVE, WEST SANTA ANA, CALIFORNIA 92701
#67 - Argonaut Apartments 233 East Colfax and 1515 Grant Street Denver, Colorado 80448	CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS DESIGN ENGINEERING 5440 ROSLYN STREET DENVER, COLORADO 90216
#88 - Burlington Arms 811-825 Burlington Los Angeles, Ca. 90057	CALIFORNIA HOUSING FINANCE AGENCY 5711 SLAUSON CULVER CITY, CALIFORNIA 90230
#90 - Grandview Terrace Apartments 3940 Grandview Avenue Mar Vista, Ca. 90012	CALIFORNIA HOUSING FINANCE AGENCY 5711 SLAUSON CULVER CITY, CALIFORNIA 90230
#103- Ramona Park Apartments 13800-13850 W. Ramona & 3640-3642 Merced Baldwin Park, Ca. 91706	CALIFORNIA HOUSING FINANCE AGENCY 5711 SLAUSON CULVER CITY, CALIFORNIA 90230
#105- El Cajon Senior Tower Apt. 180 Ballantyne Street El Cajon, Ca.	CALIFORNIA HOUSING FINANCE AGENCY 5711 SLAUSON CULVER CITY, CALIFORNIA 90230
#106- Villa Marisol 5301 Villa Marisol Los Angeles, Ca.	CALIFORNIA HOUSING FINANCE AGENCY 5711 SLAUSON CULVER CITY, CALIFORNIA 90230
#113- Otay Park Apartments 1170 30th Street San Diego, Ca.	CALIFORNIA HOUSING FINANCE AGENCY 5711 SLAUSON CULVER CITY, CALIFORNIA 90230
#118- Palm Springs Sr. Citizens N/E Corner of Civic Drive & Barristo, Palm Springs, Ca.	CALIFORNIA HOUSING FINANCE AGENCY 5711 SLAUSON CULVER CITY, CALIFORNIA 90230

GOLDRICH AND KEST, INC., ET AL

ADDITIONAL INSURED LIST

LOCATION

ADDITIONAL INSURED:

#122- Casa De Las Hermanitas
N/E Corner of 2nd & Mott
Los Angeles, Ca.

CALIFORNIA HOUSING FINANCE AGENCY
5711 SLAUSON
CULVER CITY, CALIFORNIA 90230

#117- Fairway Office Building
91 Westborough Boulevard
So. San Francisco, Ca.

ADDITIONAL NAMED INSURED:
BAY VIEW FEDERAL SAVINGS & LOAN
ASSOCIATION
2121 SO. EL CAMINO REAL
SAN MATEO, CALIFORNIA 94403



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Additional Premium \$ _____

Countersigned by _____
(Authorized Representative)

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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE**

ADDITIONAL INSURED

(Owners or Contractors)

Schedule

Name of Person or Organization (Additional Insured)	Premium Bases	Rates	Location of Covered Operations	Advance Premium
Per Special Endorsements				
G, H & I				
Bodily Injury Liability	Cost INCL.	\$100 of cost INCL.		\$ INCL.
Property Damage Liability	Cost INCL.	\$100 of cost INCL.		\$ INCL.
		Total Advance Premium		\$ INCL.

It is agreed that:

- The "Persons Insured" provision is amended to include as an insured the person or organization named above (hereinafter called "additional insured"), but only with respect to liability arising out of (1) operations performed for the additional insured by the named insured at the location designated above or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.
- None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (j) and (m), apply to this insurance.
- Additional Exclusions This insurance does not apply:
 - to bodily injury or property damage occurring after
 - all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
 - that portion of the named insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
 - to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
 - to property damage to
 - property owned or occupied by or rented to the additional insured,
 - property used by the additional insured,
 - property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
 - work performed for the additional insured by the named insured.
- Additional Definition When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.

GOLDRICH AND KEST, INC., ET AL

"B" SPECIAL

ADDITIONAL INSURED LIST FOR CONSTRUCTION
PROJECTS

LOCATION

ADDITIONAL INSUREDS:

Beautiful Light Inn
1365 Waterman Avenue
San Bernardino, Ca.

GIANT STEP SENIOR CITIZENS HOUSE OF
SAN BERNARDINO
P. O. BOX 530
VAN NUYS, CALIFORNIA 91408

Alhambra Office Building
Parcels 3 through 8 of
Tract 1158
Alhambra, California

CITY OF ALHAMBRA AND ALHAMBRA REDEVELOP-
MENT AGENCY
111 SOUTH 1ST STREET
ALHAMBRA, CALIFORNIA 91801

Hudson Gardens
1255 North Hudson Avenue
Pasadena, California

CALIFORNIA HOUSING FINANCE AGENCY
5711 SLAUSON AVENUE
CULVER CITY, CALIFORNIA 90230

Menorah Terrace
1115-1125 No. Fuller Avenue
West Hollywood, California

MANORAH HOUSING FOUNDATION, A CALIFOR-
NIA NON-PROFIT CORPORATION AND THE
CALIFORNIA HOUSING FINANCE AGENCY
5711 SLAUSON AVENUE
CULVER CITY, CALIFORNIA 90230

Lafayette Park Place B-3858
(W/side 720' no/o to 500'
n/o 6th Street
Los Angeles, California

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS -
ROOM 353, CITY HALL
200 NORTH SPRING STREET
LOS ANGELES, CALIFORNIA 90012

FOUR SEASONS PROJECT
k/a Swall Drive
300 North Swall Drive
Beverly Hills, California

CITY OF BEVERLY HILLS, ITS CITY COUNCIL
AND EACH MEMBER THEREOF
450 NORTH CRESCENT DRIVE, ROOM 102
BEVERLY HILLS, CALIFORNIA 90210

All Operations

CITY OF LOS ANGELES
DEPARTMENT OF COMMUNITY DEVELOPMENT
ACCOUNTING DIVISION, INSURANCE SECTION
215 W. 6TH STREET, ROOM 500
LOS ANGELES, CALIFORNIA 90014

CHATTEL MORTGAGEE
ON CONTENTS

WILSHIRE ROYALE
2615-2627 Wilshire Boulevard
Los Angeles, California 90057

BORG WARNER
P. O. BOX 6007
SANTA ANA, CALIFORNIA 92706

GOLDRICH AND KEST, INC., ET AL

"I" SPECIAL

LIABILITY COVERAGE ONLY - TRAILERS ON CONSTRUCTION SITES

DESCRIPTION OF TRAILER

ADDITIONAL INSURED AND LOSS PAYABLE IF APP.

1978 Scotsman 8X27
Trailer SE 78-27-S-9018
(SANTA ANA INTOWN II)

Additional Insured:
Scotsman Mobile Leasing Co.
2550 East 68th Street
Long Beach, California 90805

1977 Scotsman 8X27
Trailer S# 77-27-S-8727

Additional Insured and Loss Payable:
Scotsman Mobile Leasing Company
2550 East 68th Street
Long Beach, California 90805

1979 Scotsman 8X19
Trailer S# 79-19-S-9129
(CANYON PARK TOWNHOMES I)

Additional Insured and Loss Payable:
Scotsman Mobile Leasing Company
2550 East 68th Street
Long Beach, California 90805

1978 Scotsman 8X27
Trailer S# 78-27-S-9008 -
(ALHAMBRA ROYALE)

Additional Insured and Loss Payable:
Scotsman Mobile Leasing Company
2550 East 68th Street
Long Beach, California 90805

1979 Custon Craft 10X48
Trailer S# 9754 & 9755
(WESTWOOD, CALIFORNIA)

Additional Insured and Loss Payable:
Design Space International
16203 East Arrow
Irwindale, California 91706

1979 Cliff 8X24
Trailer S# 014858
(WESTWOOD, CALIFORNIA)

Additional Insured and Loss Payable:
Design Space International
16203 East Arrow
Irwindale, California 91706

1981 Custon Craft 8X32
Trailer S# 2174-05-4838
(BEAUTIFUL LIGHT INN)

Additional Insured and Loss Payable:
Design Space International
16203 East Arrow
Irwindale, California 91706

"J" SPECIAL

SOLE AGENT NAMED INSURED

The Insured first named in the declarations is deemed the sole and irrevocable agent of each and every other Named Insured for the purpose of giving notice of cancellation, either by the Named Insured or by the Company, (2) giving instructions for changes in this policy and accepting such changes, and (3) receiving premium returned by the company.

SEVERABILITY OF INTEREST

Except with respect to the limits of the Company's liability, the insurance afforded applies separately to each insured against whom claim is made if suit is brought including claims made or suits brought by any persons included within the Persons Insured Provision of the insurance against any other such person.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Named Insured	Policy No.	Endorsement No.		
Additional Premium \$	Return Premium \$	BI	PD	
		In Advance \$	\$	
		1st Anniv. \$	\$	
		2nd Anniv. \$	\$	

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)



LOSS OF RENTS ENDORSEMENT
(Contribution Form)

MP 15 11
(Ed. 12 79)

LOCATION OF PREMISES		SECTION 1 FORMS AND ENDORSEMENTS APPLICABLE	CONTRIBUTION CLAUSE PERCENTAGE	LIMIT OF LIABILITY
Loc. No.	Bldg. No.			
Per MP1205	Per MP1205	MPO013 & FaL39	100%	<u>Blanket</u> \$ 9,540,900.

- Subject to all the provisions applicable to Section 1 of this policy, except the Coinsurance Clause and the Deductible Clause, this policy is extended to insure against loss of rents caused by the perils insured against damaging or destroying, during the policy period, real or personal property (except finished stock) at the premises described in this endorsement, subject to the limit of liability specified above for the premises at which the damage or destruction occurs. For the purposes of this insurance, "perils insured against" shall mean the perils, as defined and limited in the forms and endorsements listed above, for each premises specified and also subject to the provisions of this endorsement.
- The Company shall be liable for:
 - the actual loss sustained by the insured resulting directly from necessary untenantability, but not exceeding the reduction in rents less charges and expenses which do not necessarily continue during the period of untenantability for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of this policy; and
 - the actual loss sustained by the insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding two consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority; and
 - loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against. The length of time for which this Company shall be liable hereunder shall not exceed—
 - 30 consecutive calendar days; or
 - the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed; whichever is the greater length of time.
 - such expenses as are necessarily incurred for the purpose of reducing loss under this endorsement (except expense incurred to extinguish a fire), but in no event shall the aggregate of such expenses exceed the amount by which the loss otherwise payable under this endorsement is thereby reduced. Such expenses shall not be subject to the application of the Contribution Clause.
- Contribution Clause:** The Company shall not be liable for a greater proportion of any loss than the limit of liability specified above bears to the amount produced by multiplying the Contribution Clause Percentage specified above by the rents of the insured locations that would have been earned by the insured (had no loss occurred) during the 12 months immediately following the date of damage or destruction of the described property.
- Definitions:**
 - For the purposes of this insurance, "rents" includes rental value and is defined as the sum of:
 - the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the insured, and
 - the amount of all charges which are the legal obligation of the tenants and which would otherwise be obligations of the insured, and
 - the fair rental value of any portion of said property which is occupied by the insured.In determining rents, due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.
 - The term "directly," as applied to loss under this endorsement, means loss, as limited and conditioned in this policy, resulting from direct loss to described property from the perils insured against.
- Alterations and New Buildings:** Permission granted to make alterations in or to construct additions to any building described herein and to construct new buildings on the described premises. This endorsement is extended to cover, subject to all its provisions, loss of rents resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay restoration to a tenantable condition, the length of time for which the Company shall be liable shall be determined as otherwise provided herein but such determined length of time shall be applied and the loss hereunder calculated from the date that the property would have been tenantable had no damage or destruction occurred.

6. Additional Exclusions and Limitations:

a. The Company shall not be liable for any increase of loss which may be occasioned by:

- (1) any local or state ordinance or law regulating construction, repair or demolition of buildings or structures.
- (2) interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the reoccupancy of the premises.
- (3) the suspension, lapse or cancellation of any lease, contract or order unless such suspension, lapse or cancellation results directly from the untenability of the premises, and then the Company shall be liable for only such loss as affects the rents of the premises during, and limited to, the period of indemnity under this policy.

b. The Company shall not be liable for:

- (1) more than the amount set forth in the limits of liability above for each premises.
- (2) loss resulting from theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then this Company shall be liable for only such ensuing loss.
- (3) any other consequential or remote loss.

7. Requirements in Case Loss Occurs: The insured shall give immediate written notice to the Company of any loss of rents or rental value as covered by this policy and protect the property from further damage that might result in extension of the period of interruption; and within 60 days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by the Company, the insured shall render to the Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following:

- a. the time and origin of the property damage or destruction causing the loss of rents or rental value.
- b. the interest of the insured and of all others in the business.
- c. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy.
- d. any changes in the title, nature, location, encumbrance or possession of said business since the issuing of this policy, and
- e. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction.

and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of rent or rental value and loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based.

The insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examinations under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.



VALUABLE PAPERS AND RECORDS ENDORSEMENT

MP 04 70
(Ed. 07 77)

In consideration of the stipulations herein named, the Company does insure the insured named in the policy of which this endorsement is made a part to an amount not exceeding 100,000 dollars.

Amount \$	100,000	Rate \$	VRS	Premium \$	INCL.
					Limits of Insurance
					\$ 100,000
					\$

1. Property Covered. On valuable papers and records, as follows:
 - (a) All valuable papers and records not specified in (b) below.
 - (b) Specified articles.
Value (each) \$

The provisions of this endorsement shall apply only to the property covered hereunder and none of the provisions of this policy, including any other endorsement made a part thereof except the Cancellation provision, shall apply to the insurance hereunder.

If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this endorsement is the sole coverage on such property.

2. Perils Insured. All risks of direct physical loss of the property covered occurring during the policy period, except as hereinafter provided.
3. Location and Occupancy of Premises. The insured occupies the following part: Entire
of the building located at 5150 Overland Avenue, Culver City, California
and conducts therein the following business: Office
4. Protection of Valuable Papers and Records. Insurance under this endorsement shall apply only while valuable papers and records are contained in the premises described above, it being a condition precedent to any right of recovery hereunder that such valuable papers and records shall be kept in the following described receptacles at all times when the premises are not open for business, except while such valuable papers and records are in actual use or as stated in paragraphs 5 and 6 below:

Kind	Name of Maker	"Class" or "Hour Exposure" of Label	Name of Issuer of Label
Metal File Cabinet			

5. Automatic Extension. Such insurance as is afforded by this endorsement applies while the valuable papers and records are being conveyed outside the premises and while temporarily within other premises, except for storage, provided the Company's liability for such loss shall not exceed 10% of the combined limits of insurance stated in paragraph 1, nor \$5,000, whichever is less.
6. Removal. Such insurance as is afforded by this endorsement applies while the valuable papers and records are being removed to and while at a place of safety because of imminent danger of loss and while being returned from such place, provided the insured gives written notice to the Company of such removal within ten days thereafter.

This endorsement is made and accepted subject to the foregoing provisions and those hereinafter stated, which are hereby made a part of this endorsement, together with such other provisions as may be added hereto, as provided in this endorsement.

EXCLUSIONS

This endorsement does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein or an officer, director or trustee thereof, while working or otherwise and whether acting alone or in collusion with others;
- (b) to loss directly resulting from errors or omissions in processing or copying unless fire or explosion ensues and then only for direct loss caused by such ensuing fire or explosion;
- (c) to loss due to wear and tear, gradual deterioration, vermin or inherent vice;
- (d) to loss of property not specifically declared and described in section (b) of paragraph 1, Property Covered, if such property cannot be replaced with other of like kind and quality;
- (e) to loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
- (f) to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing;

(g) to loss caused by or resulting from:

- (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;
- (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- (h) to loss of property held as samples or for sale or for delivery after sale.

CONDITIONS

1. **Definitions: "Valuable Papers and Records"** means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but does not mean money or securities.

"Premises" means the interior of that portion of the building at the location designated in paragraph 3, Location and Occupancy of Premises, which is occupied by the insured for the business purposes stated therein.

"Money" means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held for sale to the public.

"Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

"Loss" includes damage.

2. **Ownership of Property; Interests Covered:** The insured property may be owned by the insured or held by him in any capacity; provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

3. **Joint Insured:** If more than one insured is named in the policy, the insured first named shall act for every insured for all purposes of this endorsement. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.

4. **Limits of Liability; Valuation; Settlement Options:** The limit of the Company's liability for loss shall not exceed the actual cash value of the property at time of loss nor what it would then cost to repair or replace the property with other of like kind and quality, nor the applicable limit of insurance stated in this endorsement; provided, as respects property specifically described in section (b) of paragraph 1, Property Covered, the amount per article specified therein is the agreed value thereof for the purpose of this insurance.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of the property either with the insured or the owner thereof. Any property so paid for or replaced shall become the property of the Company. The insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and the insured shall be entitled to the property upon reimbursing the Company for the amount so paid or the cost of replacement.

Application of the insurance to property of more than one person shall not operate to increase the applicable limit of insurance.

5. **Insured's Duties When Loss Occurs:** Upon the occurrence of any loss which may result in a claim hereunder, the insured shall:

(a) give notice thereof as soon as practicable to the Company or any of its authorized agents and, if the loss is due to a violation of law, also to the police;

(b) file detailed proof of loss, duly sworn to, with the Company within ninety days after the discovery of loss.

Upon the Company's request, the insured and every claimant hereunder shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent

records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto. The Company shall, in addition to the applicable limit of insurance of this endorsement, reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's written request.

6. **Other Insurance:** If at the time of loss there is available to a named or unnamed insured or any other interested party any other insurance which would apply in the absence of this endorsement, the insurance under this endorsement shall apply only as excess insurance over such other insurance.

7. **No Benefit to Bailee:** This insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

8. **Appraisal:** If the insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the Company shall each pay his or its chosen appraiser and shall bear equally the expenses of the umpire and the other expenses of appraisal.

The Company shall not be held to have waived any of its rights by any act relating to appraisal.

9. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, nor until thirty days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years after the discovery by the insured of the occurrence which gives rise to the loss. If this limitation of time is shorter than that prescribed by any statute controlling the construction of this endorsement, the shortest permissible statutory limitation in time shall govern and shall supersede the time limitation herein stated.

10. **Misrepresentation and Fraud:** This entire endorsement shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

11. **Subrogation:** In the event of any payment under this endorsement, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

12. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this endorsement or estop the Company from asserting any right under the terms of this endorsement; nor shall the terms of this endorsement be waived or changed, except by endorsement issued to form a part of this endorsement.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

INLAND MARINE DEDUCTIBLE CLAUSE ENDORSEMENT

IL 03 03
(Ed. 11/78)

Each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each adjusted claim the sum of \$ 100 shall be deducted.

In the event of any recovery or salvage on a loss which has been or is being paid thereunder, such recovery or salvage shall accrue entirely to the benefit of the Company under this policy until the sum paid by them has been made up.

Applies to Valuable Papers Only

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

COINSURANCE CONTRACT



REPLACEMENT COST COVERAGE ENDORSEMENT

MP 04 20
(Ed. 07 77)

This endorsement applies only with respect to the premises described in the following Schedule and affords insurance on a replacement cost basis only on the property described below.

SCHEDULE

<u>Location Of Premises</u> <u>Location No. Building No.</u>	<u>Property Covered on a</u> <u>Replacement Cost Basis</u> (Specify Building or Personal Property of the Insured or both)
All Locations on MP1205-	BOTH

1. Replacement Cost Clause: The provisions of Section 1 of this policy applicable to the property described as covered on a replacement cost basis are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement supersedes and replaces all other Coinsurance Clauses otherwise applicable, subject in all other respects to the provisions of this endorsement and of Section 1 of this policy.
2. This policy does not cover the following property on a replacement cost basis:
 - (a) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;
 - (b) property of others;
 - (c) household furniture or residential contents;
 - (d) books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, drum, cell and other magnetic recording or storage media);
 - (e) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity; or
 - (f) carpeting, cloth awnings, air conditioners, domestic appliances and outdoor equipment, all whether permanently attached to the building structure or not.
3. The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.
4. Coinsurance Clause: This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at the time of loss.
 In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, provided that nothing herein shall be construed to waive application of the first paragraph of this clause.
 If insurance under Section 1 of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.
 The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.
5. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amounts:
 - (a) the amount of this policy applicable to the damaged or destroyed property;
 - (b) the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
 - (c) the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
6. The insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply; and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's intent to make such further claim.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.



GROSS EARNINGS ENDORSEMENT

MP 15 90
(Ed. 07 77)

LOCATION OF PREMISES		SECTION I FORMS AND ENDORSEMENTS APPLICABLE	CONTRIBUTION CLAUSE PERCENTAGE	LIMIT OF LIABILITY
Loc. No.	Bldg. No.			
119	1	MPO013 & MPO014	60%	\$ 439,110.

1. Subject to all the provisions applicable to Section I of this policy, except the Coinsurance Clause and the Deductible Clause, this policy is extended to insure against loss resulting directly from necessary interruption of business caused by the perils insured against damaging or destroying, during the policy period, real or personal property (except finished stock) at the premises described in this endorsement, subject to the limit of liability specified above for the premises at which the damage or destruction occurs. For the purposes of this insurance, "perils insured against" shall mean the perils, as defined and limited in the forms and endorsements listed above, for each premises specified and also subject to the provisions of this endorsement.
2. The Company shall be liable for:
 - a. the actual loss sustained by the insured resulting directly from necessary interruption of business, but not exceeding the reduction in gross earnings less charges and expenses which do not necessarily continue during the interruption of business, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed commencing with the date of such damage or destruction and not limited by the date of expiration of this policy. Due consideration shall be given to the continuation of normal charges and expenses, including payroll expense, to the extent necessary to resume operations of the insured with the same quality of service which existed immediately preceding the loss; and
 - b. the actual loss sustained by the insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding two consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority; and
 - c. loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against. The length of time for which this Company shall be liable hereunder shall not exceed:
 - (1) 30 consecutive calendar days; or
 - (2) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed; whichever is the greater length of time.
 - d. such expenses as are necessarily incurred for the purpose of reducing loss under this endorsement (except expense incurred to extinguish a fire), and such expenses, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the insured to reduce loss but in no event shall the aggregate of such expenses exceed the amount by which the loss under this endorsement is thereby reduced. Such expenses shall not be subject to the application of the Contribution Clause.
3. **Resumption of Operations:** It is a condition of this insurance that if the insured could reduce the loss resulting from the interruption of business:
 - a. by complete or partial resumption of operation of the property herein described, whether damaged or not, or
 - b. by making use of merchandise or other property at the locations described herein or elsewhere, or
 - c. by making use of stock (raw, in process or finished) at the locations described herein or elsewhere, such reduction shall be taken into account in arriving at the amount of loss hereunder.
4. **Contribution Clause:** The Company shall not be liable for a greater proportion of any loss than the limit of liability specified above bears to the amount produced by multiplying the Contribution Clause Percentage specified above by the Gross Earnings that would have been earned (had no loss occurred) during the 12 months immediately following the date of damage to or destruction of the described property.
5. **Definitions:**
 - a. For the purposes of this insurance, "gross earnings" are defined as the sum of:
 - (1) total net sales value of production, and
 - (2) total net sales of merchandise, and
 - (3) other earnings derived from operations of the business,less the cost of:
 - (4) raw stock from which such production is derived, and
 - (5) supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the services sold by the insured, and
 - (6) merchandise sold, including packaging materials therefor, and
 - (7) services purchased from outsiders (not employees of the insured) for resale which do not continue under contract.No other costs shall be deducted in determining gross earnings. In determining gross earnings, due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.
 - b. The term "directly," as applied to loss under this endorsement, means loss, as limited and conditioned in this policy, resulting from direct loss to described property from the perils insured against.

- c. "Normal": the condition that would have existed had no loss occurred.
 - d. "Raw stock": material in the state in which the insured receives it for conversion by the insured into finished stock.
 - e. "Stock in process": raw stock which has undergone any aging, seasoning, mechanical or other process of manufacture at the locations herein described but which has not become finished stock.
 - f. "Finished stock": stock manufactured by the insured which in the ordinary course of the insured's business is ready for packing, shipment or sale.
 - g. "Merchandise": goods kept for sale by the insured which are not the product of manufacturing operations conducted by the insured.
6. **Alterations and New Buildings:** Permission granted to make alterations in or to construct additions to any building described herein and to construct new buildings on the described premises. This endorsement is extended to cover, subject to all its provisions, loss resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay commencement of business operations of the insured, the length of time for which the Company shall be liable shall be determined as otherwise provided herein but such determined length of time shall be applied and the loss hereunder calculated from the date that business operations would have begun had no damage or destruction occurred.
7. **Additional Exclusions and Limitations:**
- a. The Company shall not be liable for any increase of loss which may be occasioned by:
 - (1) enforcement of any local or state ordinance or law regulating construction, repair or demolition of buildings or structures,
 - (2) interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the resumption or continuation of business,
 - (3) the suspension, lapse or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the interruption of business, and then the Company shall be liable for only such loss as affects the insured's earnings during, and limited to, the period of indemnity covered under this policy.
 - b. The Company shall not be liable for:
 - (1) more than the limit of liability set forth above for each premises,
 - (2) any other consequential or remote loss.
 - c. The Company shall not be liable for loss resulting from:
 - (1) damage to or destruction of finished stock, nor for the time required to reproduce said finished stock,
 - (2) theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then this Company shall be liable for only such ensuing loss.
8. **Requirements in Case Loss Occurs:** The insured shall give immediate written notice to the Company of any business interruption loss as covered by this policy and protect the property from further damage that might result in extension of the period of interruption; and within 60 days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by the Company, the insured shall render to the Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following:
- a. the time and origin of the property damage or destruction causing the interruption of business,
 - b. the interest of the insured and of all others in the business,
 - c. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy,
 - d. any changes in the title, nature, location, encumbrance or possession of said business since the issuing of this policy, and
 - e. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction,
- and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of business interruption value and loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based.
- The insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examinations under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.



EXTRA EXPENSE ENDORSEMENT

MP 15 06
(Ed. 07 77)

LOCATION OF PREMISES		SECTION I FORMS AND ENDORSEMENTS APPLICABLE	LIMIT OF LIABILITY
Loc. No.	Bldg. No.		
119	1	MPO013 & MPO014	\$ 50,000.

1. Subject to all the provisions applicable to Section I of this policy, except the Coinsurance Clause and the Deductible Clause, this policy is extended to insure the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operation of the insured's business following damage to or destruction of real or personal property, during the term of this policy, by the perils insured against at the premises described in this endorsement, subject to the limit of liability specified above for the premises at which the damage or destruction occurs. For the purposes of this insurance, "perils insured against" shall mean the perils, as defined and limited in the forms and endorsements listed above, for each premises specified and also subject to the provisions of this endorsement.
2. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for the period of restoration commencing with the date of damage or destruction and not limited by the date of expiration of this policy.
3. The Company's liability under this endorsement shall not exceed the percentage stated below for the determined period of restoration multiplied by the applicable limit of liability under this endorsement for each premises. In no event shall the Company be liable for more than the actual loss sustained.
40% when the period of restoration is not in excess of one month;
80% when the period of restoration is in excess of one month but not in excess of two months;
100% when the period of restoration is in excess of two months.
4. Resumption of Operations: It is a condition of this insurance that as soon as practicable the insured shall resume normal operations of the business and shall dispense with such extra expense.
5. Definitions:
 - a. "extra expense" means the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the insured's business, over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.
 - b. "month" means 30 consecutive days.
 - c. "normal" means the condition that would have existed had no loss occurred.
 - d. "period of restoration" means such length of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property herein described as has been damaged or destroyed.
6. This policy is extended to include the actual loss sustained by the insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding two consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority.
7. Alterations and New Buildings: Permission granted to make alterations in or to construct additions to any building described herein and to construct new buildings on the described premises. This endorsement is extended to cover, subject to all its provisions, extra expense resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay commencement of business operations of the insured, the length of time for which the Company shall be liable shall be determined as otherwise provided herein but such determined length of time shall be applied and the loss hereunder calculated from the date that business operations would have begun had no damage or destruction occurred.

8. Additional Exclusions and Limitations:

a. The Company shall not be liable for any extra expense resulting from:

- (1) enforcement of any local or state ordinance or law regulating construction, repair or demolition of buildings or structures.
- (2) interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the resumption or continuation of business.
- (3) the suspension, lapse or cancellation of any lease or license, contract or order beyond the period of restoration.

b. The Company shall not be liable for:

- (1) more than the amount set forth in the limits of liability above for each premises,
- (2) loss of income,
- (3) the cost of repairing or replacing any of the real or personal property herein described, or the cost of research or other expense necessary to replace or restore damaged or destroyed books of account, abstracts, drawings, card index systems or other records (including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing), that have been damaged or destroyed by the perils insured against, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this policy. In no event shall such excess cost exceed the amount by which the total extra expense loss otherwise payable under this policy is thereby reduced,
- (4) loss resulting from theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then this Company shall be liable for only such ensuing loss.
- (5) any other consequential or remote loss.

9. Other Insurance: It is a condition of this insurance that if at the time of damage or destruction there are other kinds of insurance which cover in any manner extra expense as covered by this policy, then this insurance shall apply only as excess insurance and in no event as contributing insurance, and then only to the amount of extra expense over and above the amount due the insured under such other forms of insurance. In no event shall the liability hereunder exceed the amount of this policy nor a greater proportion of any loss than the insurance hereunder shall bear to all insurance of the same kind, whether collectible or not.

10. Requirements in Case Loss Occurs: The insured shall give immediate written notice to the Company of any extra expense as covered by this policy and protect the property from further damage that might result in extension of the period of restoration; and within 90 days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by the Company, the insured shall render to the Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following:

- a. the time and origin of the property damage or destruction causing the extra expense as covered by this endorsement,
 - b. the interest of the insured and of all others in the business,
 - c. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy,
 - d. any changes in the title, nature, location, encumbrance or possession of said business since the issuing of this policy, and
 - e. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction,
- and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of extra expense loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based.

The insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examinations under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

AGREED AMOUNT ENDORSEMENT

Subject to all the provisions and stipulations of this policy, except as amended by this endorsement, this policy is amended to cover as follows:

A. With respect only to the property specified in the Schedule of this endorsement, it is made a condition of this insurance that the application of the Coinsurance Clause in this policy is suspended in the determination of loss caused by the perils insured against occurring after the date of this endorsement and prior to 5-18-83
Expiration Date of Coinsurance

_____ but in no event beyond the expiration date of this policy, and in lieu thereof the following clause Clause Suspension is made a part of this policy during such period of suspension:

"The Company shall not be liable for a greater proportion of any loss than the amount applying under this policy to the property involved bears to the amount for that property as shown in the Schedule:"

B. The Coinsurance Clause in the form attached to the policy is automatically reinstated to apply to any loss occurring after the date above stated as the "Expiration Date of Coinsurance Clause Suspension", or such date as extended by endorsement prior to the loss.

SCHEDULE

Location No.	Building No.	Description and Location	Amount Applicable in Par. A Above*
Per	Per	Per MP1205	\$ 285,870,898.
MP1205	MP1205		\$ 3,625,000.
			\$ 1,491,134.

*Indicate total agreed amount for all contributing insurance

This endorsement forms a part of the policy to which attached.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
ALL LIABILITY INSURANCE, OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

SINGLE LIMIT

It is agreed that with respect to the insurance indicated below by :

1. The total limit of the company's liability for all damages as the result of any one occurrence is the amount stated below as applicable to "each occurrence." Insuring Agreement III, Limits of Liability is amended accordingly.
2. Any aggregate limit of liability, the amount of which is specifically stated below or in the declarations, shall nevertheless continue to apply in accordance with all the terms of the policy applicable thereto.

COVERAGES	LIMITS OF LIABILITY
<input type="checkbox"/> All Liability Insurance	\$ <u>1,000,000</u> each occurrence
<input type="checkbox"/> Comprehensive Automobile Liability Insurance	\$ <u>1,000,000</u> aggregate
<input checked="" type="checkbox"/> Comprehensive General Liability Insurance	

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement effective	Policy No.	Endorsement No.
Named Insured		
Additional Premium \$	Return Premium \$	In Adv. \$
		1st Anniv. \$
		2nd Anniv. \$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)



GL 21 16
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

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

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

EXCLUSION

(Malpractice and Professional Services)
(Form C)

It is agreed that with respect to any operation described below or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury or property damage due to the rendering of or failure to render any professional service.

Description of Operations:

All Locations Listed on Policy

GL 21 16 07 66.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____

(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:

Limit of Liability \$ _____ Aggregate.

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:
\$ _____ each person.

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:
\$ _____ per occurrence.

Premium Basis

Advance Premium

10 % of the Total Comprehensive General Liability
Bodily Injury and Property Damage Premium as
Otherwise Determined.

\$ INCL.

MINIMUM PREMIUM \$

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
- (b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

- (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) to liability assumed by the insured under any contract or agreement;

(2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution;

(2) wrongful entry or eviction or other invasion of the right of private occupancy;

(3) a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(8) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured

person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including

any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

LIQUOR LIABILITY INSURANCE

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

SCHEDULE				
COVERAGE	LIMITS OF LIABILITY			ADVANCE PREMIUM
Liquor Liability	1,000,000. 1,000,000.	each common cause aggregate		\$ INCL.
Designated Insured Premises:			Class of Business:	
Description of Hazards	Class	Premium Basis	Rate	Advance Premium
Designated Insured Premises	Included in Composite Rate Code 60055	Receipts INC	URS	\$ INCL.
ALL				

I. LIQUOR LIABILITY COVERAGE.

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to which this insurance applies, sustained by a person if such liability is imposed upon the insured by reason of the selling, serving or giving of any alcoholic beverage at or from the insured premises, and the company shall have the right and duty to defend any suit against the insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury;
- (c) to injury arising out of any alcoholic beverage sold, served or given while any license therefor, required by law, is suspended or after such license expires, is cancelled or revoked;

(d) to bodily injury or property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto; but this exclusion does not apply to bodily injury or property damage for which the insured or his indemnitee may be held liable if such liability is imposed

(1) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(2) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.

(e) to the provisions of Sections 22a to 22g inclusive of Michigan Public Acts of 1952, No. 150, including any amendments thereto.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint

(continued on reverse side)

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	In Adv. \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company

The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____

(Authorized Representative)

venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of insureds under this insurance, the company's liability is limited as follows:

The limit of liability stated in the schedule as applicable to "each common cause" is the total liability of the company for all damages sustained by one or more persons as the result of the selling, serving or giving of any alcoholic beverage to any one person.

The limit of liability stated in the schedule as "aggregate" is, subject to the above provisions respecting "each common cause", the total limit of the company's liability hereunder for all damages. Such aggregate limit of liability shall apply separately to each insured premises.

IV. ENDORSEMENT PERIOD; TERRITORY

A. This insurance applies only to injury which occurs during the policy period within the policy territory.

B. If this endorsement is issued for a period of three years:

- (a) The policy period is comprised of three consecutive annual periods;
- (b) The rates are subject to amendment for the second and third annual periods, in accordance with the company's rules and rating plans. Amended rates shall be stated by endorsement issued to form a part of this policy;

(c) The aggregate limit of liability shall apply separately to each annual period.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance

Damages means:

- (a) all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which this insurance applies.

Insured premises means:

- (a) the premises designated in the schedule; and,
- (b) any premises which the named insured acquires during the policy period for use in manufacturing, distributing, selling, serving or giving alcoholic beverages if (1) the named insured notifies the company within 30 days after such acquisition and (2) the named insured has no other valid and collectible insurance applicable to the loss.

VI. ADDITIONAL CONDITIONS

A. Insured's Duties in the Event of Injury, Claim or Suit

When an injury occurs written notice shall be given by or on behalf of the insured, in accordance with the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition.

B. Limitation of Coverage — Other Liability Insurance

The insurance afforded by this endorsement does not apply to any injury with respect to which insurance is otherwise afforded by, or would be afforded but for the exhaustion of the limits of, the policy.



CGL
PART

COMPREHENSIVE GENERAL LIABILITY INSURANCE

I. BODILY INJURY LIABILITY COVERAGE PROPERTY DAMAGE LIABILITY COVERAGE

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

**bodily injury or
property damage**

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of
 - (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or
 - (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured, or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to property damage included within:
(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "X";

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "C";

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "U".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(i) an employee of the named insured while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of

(1) insureds under this policy,

(2) persons or organizations who sustain bodily injury or property damage, or

(3) claims made or suits brought on account of bodily injury or property damage,

the company's liability is limited as follows:

Bodily Injury Liability Coverage The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each occurrence", the total liability of the company for all damages because of:

(1) all bodily injury included within the completed operations hazard and

(2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Property Damage Liability Coverage The total liability of the company for all damages because of all property damage sustained by one or more persons shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Bodily Injury Property Damage Liability Coverage For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

**GENERAL LIABILITY
AMENDATORY ENDORSEMENT — ADDITIONAL DEFINITION**

It is agreed that the following definition is added:

"loading or unloading", with respect to an *automobile*, means the handling of property after it is moved from the place where it is accepted for movement into or onto an *automobile* or while it is in or on an *automobile* or while it is being moved from an *automobile* to the place where it is finally delivered, but *"loading or unloading"* does not include the movement of property by *means of a mechanical device (other than a hand truck) not attached to the automobile.*

This endorsement forms a part of the policy to which attached.



SMP AMENDATORY ENDORSEMENT

MP 01 27
(Ed. 12 79)

In consideration of the premium charged, this endorsement is made a part of this policy.

The SMP Policy is amended as follows:

1. SUBROGATION

General Condition 6. "Subrogation" of the SMP Policy Conditions and Definitions Form is replaced by the following:

6. Subrogation.

(a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights except as provided below.

(b) When SMP Condominium Additional Policy Provision Endorsement MP 00 80 is attached to this policy, the waiver of subrogation condition, paragraph 1. of Form MP 00 80 is deleted and replaced by the following:

The Company waives its rights to subrogation against any unit-owner of the condominium described in the declarations.

(c) As respects coverage provided under Section I—Property Coverage of this policy, this insurance shall not be invalidated should the insured waive in writing any or all right of recovery against any party for loss. Provided, however, that in the event the insured waives only a part of his rights against any particular third party, this Company shall be subrogated with respect to all rights of recovery which the insured may retain against any such third party for loss from the perils insured against to the extent that payment therefor is made by this Company; all subject to the following additional provisions:

- (1) This condition does not apply to crime, inland marine or glass coverage written under Section I Property Coverage of this policy;
- (2) If made before loss has occurred, such agreement may run in favor of any third party;
- (3) If made after loss has occurred, such agreement may run only in favor of a third party falling within one of the following categories at the time of loss:
 - (i) a third party insured under this policy; or
 - (ii) a corporation, firm, or entity (a) owned or controlled by the named insured or in which the named insured owns capital stock or other proprietary interest, or (b) owning or controlling the named insured or owning or controlling capital stock or other proprietary interest in the named insured; or
 - (iii) a tenant of the named insured.

(d) Except as provided in paragraphs (b) and (c) above the Company shall not be bound to pay any loss if the insured has impaired any right of recov-

ery for loss. However, it is agreed that the insured may, as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

2. PERMITS AND USE

In the Conditions Applicable to Section I of the SMP Policy Conditions and Definitions Form:

A. Condition 16. Permits and Use is amended by adding the following:

(c) Without prejudice to this insurance, for there to be an error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and personal property if covered under a single item of insurance, where there is no willful concealment or misrepresentation.

B. Condition 17. Vacancy, Unoccupancy and Increase of Hazard is replaced by the following:

Permission is granted for:

(a) The described building(s) to be vacant without limit of time, subject to a 15% reduction in the amount of loss payment otherwise due under this policy while the involved building(s) is vacant beyond a period of 60 consecutive days. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

("Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building. A building in the course of construction shall not be considered vacant.)

(b) Unoccupancy.

Provisions (a) and (b) above do not apply to the perils of vandalism or malicious mischief or sprinkler leakage.

(c) Increased hazards and for change in use or occupancy.

3. PERSONAL PROPERTY OF THE INSURED

The following words are deleted from Personal Property of the Insured in Section I. Property Covered:

A. "and usual to the occupancy of the insured"

in the General Personal Property Form and Special Personal Property Form

B. "and usual to the occupancy of the named insured"

in the Condominium Unit-owners General Personal Property Form and Condominium Unit-owners Special Personal Property Form

4. EXTENSIONS OF COVERAGE

In the General Building Form
Special Building Form
Condominium General Building Form
Condominium Special Building Form

the following words are deleted from A. Newly Acquired Property under Extensions of Coverage:

"but not exceeding \$100,000"



SPECIAL MULTI-PERIL POLICY
SECTION I—SPECIAL PERSONAL PROPERTY FORM

MP 00 14
(Ed. 07 77)

I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Property sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.

B. Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

1. Watercraft (including motors, equipment and accessories) while not afloat;
2. Motorcycles, motorscooters and snowmobiles; or
3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured:

1. Aircraft;
2. Watercraft, including motors, equipment and accessories, while not afloat; or
3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.

C. Personal property while waterborne.

D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.

E. Accounts, bills, currency, deeds, evidences of debt, money and securities.

F. Outdoor signs, whether or not attached to a building or structure.

G. Growing crops and lawns.

H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

1. Except for loss caused by the "specified perils":

(a) Fur and fur garments are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.

(b) Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at \$25 or less per item.

(c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.

(d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of \$250 in any one occurrence for all contributing insurance.

2. Valuable papers and records meaning books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perils".

4. Outdoor trees, shrubs and plants are not covered, except when held for sale or sold but not delivered, and then only against direct loss by the "specified perils".

5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils". This limitation shall not apply to bottles or similar containers of property for sale, or sold but not delivered, nor to lenses of photographic or scientific instruments.

6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).

7. Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

IV. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Property at Newly Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

B. Personal Effects: The insured may apply up to \$500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

C. Valuable Papers and Records: The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.

D. Extra Expense: The insured may apply up to \$1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income;

2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or

3. any other consequential or remote loss.

E. Damage to Buildings from Theft, Burglary or Robbery: This policy includes loss (except by fires or explosion) to that part of the building occupied by the insured and containing property covered, and to equipment therein pertaining to the service of the building but not building property or equipment removed from premises, directly resulting from theft, burglary or robbery (including attempt thereof), provided the insured is the owner of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.

F. Transportation: The insured may apply up to \$1,000 to cover insured personal property (other than property in the care, custody or control of salesmen) during transportation by motor vehicles owned, leased or operated by the insured for loss in any one occurrence caused by:

1. fire, lightning, windstorm and hail, explosion, smoke, riot, riot attending a strike and civil commotion, vandalism and malicious mischief; or

2. collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the road bed or by means other than as expressly indicated; or

3. theft of an entire shipping bale, case or package from a vehicle while such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.

G. Non-Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding \$2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

V. PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made a part.

VI. EXCLUSIONS

A. This policy does not insure under this form against loss caused by:

1. enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property, including debris removal expense;
2. unexplained or mysterious disappearance of property, or shortage of property disclosed on taking inventory;
3. actual work upon, installation or testing of property covered, failure, breakdown or derangement of machines or machinery, error, omission or deficiency in design, specifications, workmanship or materials; unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;
4. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire;
5. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;
6. delay, loss of market, interruption of business, nor consequential loss of any nature;
7.
 - (a) wear and tear, marring or scratching;
 - (b) deterioration, inherent vice, latent defect;
 - (c) rust, mold, wet or dry rot, contamination;
 - (d) dampness or dryness of atmosphere, changes in or extremes of temperature;
 - (e) smog, smoke from agricultural smudging or industrial operations; or
 - (f) birds, vermin, rodents, insects or animals;

unless loss by fire, smoke (other than smoke from agricultural smudging or industrial operations), explosion, collapse of a building, glass breakage or water not otherwise excluded ensues, then this policy shall cover only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance but excluding loss to the system or appliance from which the water escapes;

8. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of

accumulated gases or unconsumed fuel within the fire combustion chamber, of any fired vessel or within the passages which conduct the gases of combustion there, owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

9. voluntary parting with title or possession of any property insured or others to whom the property may be entrusted or induced to do so by any fraudulent scheme, trick, device or pretense;

10. any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or any insured, an officer, director or trustee of any insured; pilferage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted;

11. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years; or

12. rain, snow or sleet to property in the open.

B. This policy does not insure under this form against loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

C. This policy does not insure under this form against loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;
2. flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion; but these exclusions shall not apply to loss arising from theft.

VII. VALUATION

The following bases are established for valuation of property:

A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.

B. Tenants' Improvements and Betterments:

1. If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.
2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.
3. If repaired or replaced at the expense of others for the use of the named insured, there shall be no liability hereunder.

C. Valuable Papers and Records:

1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.
2. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.

D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.



CALIFORNIA AMENDATORY ENDORSEMENT

The SMP Policy is amended as follows:

I. Exclusion A. in Section I, Special Multi-Peril Policy:

General Building Form
General Personal Property Form
Special Building Form

and exclusion A.1. in Special Personal Property Form are deleted and replaced by the following:

Loss occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures; or by order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this Policy.

II. GENERAL CONDITIONS, SMP Policy Conditions and Definitions Form:

A. The following is added to the Cancellation Provision:

If the Company cancels this policy for reasons other than nonpayment of the premium, notice of cancellation shall state that any return premium not already paid to the named insured will be refunded upon demand.

B. The following is added to the Mortgagee Clause—Applicable only to Buildings.

If the insured does not submit a proof of loss, the mortgagee shall within sixty (60) days submit a proof of loss in accordance with conditions of submission of proof by the insured under "Conditions Applicable to Section I" and be subject to the conditions relating to appraisal time of payment and bringing of suit.

This Endorsement must be attached to Change Endorsement Form when issued after the Policy is written.



**SPECIAL MULTI-PERIL POLICY
SECTION I—SPECIAL BUILDING FORM**

I. PROPERTY COVERED

BUILDING(S): Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building(s); materials and supplies intended for use in construction, alteration or repair of the building(s) or structure(s); yard fixtures; personal property of the insured used for the maintenance or service of the building(s), including

fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the named insured as landlord); all while at the designated premises.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of a building; walks, roadways and other paved surfaces.

B. The cost of excavations, grading or filling; foundations of buildings, machinery, boilers or engines whose foundations are below the undersurface of the lowest basement floor, or where there is no basement, below the surface of the ground; pilings, piers, pipes, flues and drains which are underground; pilings which are below the low water mark.

C. Outdoor signs, whether or not attached to a building or structure.

D. Lawns; outdoor trees, shrubs and plants, except as provided in the Extensions of Coverage.

E. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

A. Plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) are not covered against loss caused by or resulting from freezing while the designated buildings are vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy.

B. Steam boilers, steam pipes, steam turbines or steam engines are not covered against loss caused by any condition or occurrence within such boilers, pipes, turbines or engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom).

C. Hot water boilers or other equipment for heating water are not covered against loss caused by any condition or occurrence within such boilers or equipment, other than an explosion.

D. Glass is not covered against loss for more than \$50 per plate, pane, multiple plate, insulating unit, radiant heating panel, jalousie, louver or shutter, nor for more than \$250 in any one occurrence, unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, discharge from fire protection or building service equipment, explosion, riot or civil commotion, and then the Company shall be liable only to the extent that such perils are insured against in this policy.

E. Fences, pavements, outdoor swimming pools and related equipment, retaining walls, bulkheads, piers, wharves or docks, when covered under this policy, are not covered against loss caused by freezing or thawing,

impact of watercraft, or by the pressure or weight of ice or water whether driven by wind or not.

F. Metal smokestacks and, when outside of buildings, (1) awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports, and (2) radio or television antennas, including their lead-in wiring, masts or towers are not covered against loss caused by ice, snow or sleet, nor by windstorm or hail.

G. The interior of buildings is not covered against loss caused by rain, snow, sand or dust, whether driven by wind or not, unless (1) the buildings shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then the Company shall be liable for loss to the interior of the buildings as may be caused by rain, snow, sand or dust entering the buildings through openings in the roof or walls made by direct action of wind or hail; or (2) such loss results from fire, lightning, aircraft, vehicles, explosion, riot or civil commotion, vandalism or malicious mischief, weight of ice, snow or sleet, to the extent that such perils are insured against in this policy.

H. Buildings or structures in process of construction, including materials and supplies therefor, when covered under this policy, are not covered against loss unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, and then the Company shall be liable only to the extent that such perils are insured against in this policy.

I. Property undergoing alterations, repairs, installations or servicing is not covered against loss if such loss is directly attributable to the operations or work being performed thereon, unless a peril not excluded by this policy ensues, and then the Company shall be liable for only loss caused by such ensuing peril.

IV. EXTENSIONS OF COVERAGE

Except with respect to Extension D. Replacement Cost:

(A) Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance.

(B) The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. **Newly Acquired Property:** The insured may apply up to 25% of the limit of liability specified for Building(s), but not exceeding \$100,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to the following described property:

1. New buildings and new structures being constructed on the designated premises and intended for similar occupancy when not otherwise covered by insurance. This coverage shall cease 30 days from the date construction begins or on the date the values of

new construction are reported to the Company, or on the expiration date of the policy, whichever occurs first.

2. Buildings acquired by the insured at any location, elsewhere than at the designated premises, within the territorial limits of this policy and used for similar occupancies or warehouse purposes. This coverage shall cease 30 days from the date of such acquisition or on the date values of the buildings are reported to the Company, or on the expiration date of the policy, whichever occurs first.

Additional premium shall be due and payable for values so reported from the date construction begins or the property is acquired.

B. Off-Premises: The insured may apply up to 2% of the limits of liability specified for Building(s), but not exceeding \$5,000, at a described location to cover direct loss in any one occurrence by a peril not otherwise excluded to property covered under Building(s) while removed from designated premises for purposes of cleaning, repairing, reconstruction or restoration. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. Outdoor Trees, Shrubs and Plants: The insured may apply up to \$1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

D. Replacement Cost: In the event of loss to a building structure covered under this policy, when the full cost of repair or replacement is less than \$1,000, the coverage of this policy is extended to cover the full cost of repair or replacement (without deduction for depreciation). Coverage shall be applicable only to a building structure covered hereunder, but excluding outdoor furniture, outdoor equipment, floor coverings, awnings, and appliances for refrigerating, ventilating, cooking, dishwashing and laundering, all whether permanently attached to the building structure or not.

The Company shall not be liable under this Extension of Coverage unless the whole amount of insurance applicable to the building structure for which claim is made is equal to or in excess of the amount produced by multiplying the co-insurance percentage applicable (specified in the Declarations) by the actual cash value of such property at the time of the loss.

V. PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made a part.

VI. EXCLUSIONS

This policy does not insure under this form against:

A. Loss occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair, or demolition of buildings or structures including debris removal expense.

B. Loss occasioned directly or indirectly by any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire.

C. Loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

D. Loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

2. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion; but these exclusions shall not apply to loss arising from theft.

E. Loss caused by:

1. wear and tear, deterioration, rust or corrosion, mould, wet or dry rot; inherent or latent defect; smog; smoke, vapor or gas from agricultural or industrial operations; mechanical breakdown, including rupture or bursting caused by centrifugal force; settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings; animals, birds, vermin, ter-

mites or other insects; unless loss by a peril not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;

2. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

3. vandalism, malicious mischief, theft or attempted theft, if the building had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, unless loss by a peril not excluded in this policy ensues, and then the Company shall be liable for only such ensuing loss;

4. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;

5. theft (including but not limited to burglary and robbery) of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then the Company shall be liable for only such ensuing loss;

6. unexplained or mysterious disappearance of any property, or shortage disclosed on taking inventory, or caused by any willful or dishonest act or omission of the insured or any associate, employee or agent of any insured; or

7. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years.

VII. VALUATION

The following bases are established for valuation of property:

All property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material

of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.



SPECIAL MULTI-PERIL POLICY CONDITIONS AND DEFINITIONS

GENERAL CONDITIONS

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The following Conditions apply to Section I and II except as otherwise indicated. Additional Conditions or modifications of the following Conditions appear in the specific coverage sections.

1. **Premium.** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.
If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.
2. **Time of Inception.** To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.
3. **Cancellation.** This policy may be cancelled by the named insured or by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.
If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.
4. **Concealment or Fraud.** This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
5. **Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:
 - (a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or
 - (b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.
6. **Subrogation.**
 - (a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver all documents and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
 - (b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:
 - (1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss of such release shall not affect the right of the insured to recover hereunder, and
 - (2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
7. **Inspection and Audit.** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.
The Company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.
8. **Liberalization Clause.** In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:
 - (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and
 - (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.
9. **Insurance Under More Than One Coverage, Part or Endorsement.** In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.
10. **Waiver or Change of Provisions.** The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

CONDITIONS APPLICABLE TO SECTION I

1. **Policy Period, Territory.** Section I of this policy applies only to loss to property during the policy period while such property is within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.

2. **Deductible.** Unless otherwise provided in the Declarations:

(a) The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:

- (1) separately to each building, including personal property therein;
- (2) separately to personal property in each building if no coverage is provided on the containing building; and
- (3) separately to personal property in the open (including within vehicles).

(b) The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.

3. **Coinsurance Clause.** The Company shall not be liable for a greater proportion of any loss to property covered than the limit of liability under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage stated in the Declarations.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

4. **Removal.** This policy covers loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for five days at each proper place to which such property shall necessarily be removed for preservation.

5. **Debris Removal.** This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by any of the perils insured against in this policy. The total amount recoverable under this policy for both loss to property and debris removal expense shall not exceed the limit of liability applying to the property. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

6. **War Risk And Governmental Action Exclusion.** This policy under Section I shall not apply to loss caused, directly or indirectly, by or due to any action or condition incident to the following:

(a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;

(b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

7. **Nuclear Clause And Nuclear Exclusion.**

(a) **Nuclear Clause (Not Applicable in New York).** The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this

policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(b) **Nuclear Clause (Applicable only in New York):** This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

(c) **Nuclear Exclusion (Not Applicable in New York):** Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

8. **Other Insurance.**

(a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.

(b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss hereunder until:

- (1) the liability of such other insurance has been exhausted, and
- (2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.

9. **Duties Of The Named Insured After A Loss.** In case of loss the named insured shall:

- (a) give immediate written notice of such loss to the Company;
- (b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;
- (c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
- (d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination under oath;
- (e) submit to the Company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the named insured's knowledge and belief:

- (1) the time and cause of loss;
- (2) interest of the insured and all others in the property involved and all encumbrances on the property;
- (3) other policies of insurance that may cover the loss;
- (4) changes in title or occupancy of the property during the term of the policy;
- (5) specifications of any damaged building and detailed estimates for repair of the damage;
- (6) an inventory of damaged personal property described in (c) above;
- (f) give notice of such loss to the proper police authority if loss is due to a violation of law.

10. **Appraisal.** If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days, the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

11. Company Options. If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.

12. Abandonment Of Property. The Company need not accept any property abandoned by an insured.

13. Payment Of Loss. The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.

14. Privilege To Adjust With Owner.

(a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.

(b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

15. Suit. No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.

16. Permits And Use. Except as otherwise provided, permission is granted:

(a) to make alterations and repairs;

(b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

17. Vacancy, Unoccupancy and Increase of Hazard.

(a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant is vacant beyond a period of sixty consecutive days. "Vacant" or "vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.

(b) Permission is granted for unoccupancy.

(c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. Protective Safeguards. If as a condition of this insurance the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of discontinuance.

19. Mortgage Clause—Applicable Only To Buildings. This clause is inoperative if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declaration this insurance shall not be affected by any of the following:

(a) any act or neglect of the mortgagor or owner of the described buildings;

(b) any foreclosure or other proceedings or notice of sale relating to the property;

(c) any change in the title or ownership of the property;

(d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability thereupon existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

20. Recoveries. In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.

21. Loss Clause. Any loss hereunder shall not reduce the amount of this insurance.

22. No Benefit To Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

23. No Control. This insurance shall not be prejudiced:

(a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or

(b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

CONDITIONS APPLICABLE TO SECTION II

1. **Supplementary Payments.** The Company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

2. **Premium.** Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Medical Reports; Proof and Payment of Claim.** As soon as practicable the insured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company

when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

6. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

7. **Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. **Annual Aggregate.** If this policy is issued for a period in excess of one year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

9. **Nuclear Exclusion.**

1. This policy does not apply:

(a) Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

(c) Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

ii. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility," means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

DEFINITIONS APPLICABLE TO SECTION II

used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition

operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
2-20-85

PRODUCER

SANDER A. KESSLER & ASSOC.
9570 W. PICO BLVD.
L.A., CA 90035

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** PACIFIC STATES CASUALTY COMPANY
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

GOLDRICH & KEST INC., ET AL
5150 OVERLAND AVENUE
CULVER CITY, CA 90231-3623

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY				BODILY INJURY \$ PROPERTY DAMAGE \$ BI & PD COMBINED \$ PERSONAL INJURY \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.) <input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ BI & PD COMBINED \$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				BI & PD COMBINED \$	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	48 10114	8-1-84	8-1-85	STATUTORY \$ 100, (EACH ACCIDENT) \$ 100, (DISEASE-POLICY LIMIT) \$ 100, (DISEASE-EACH EMPLOYEE)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

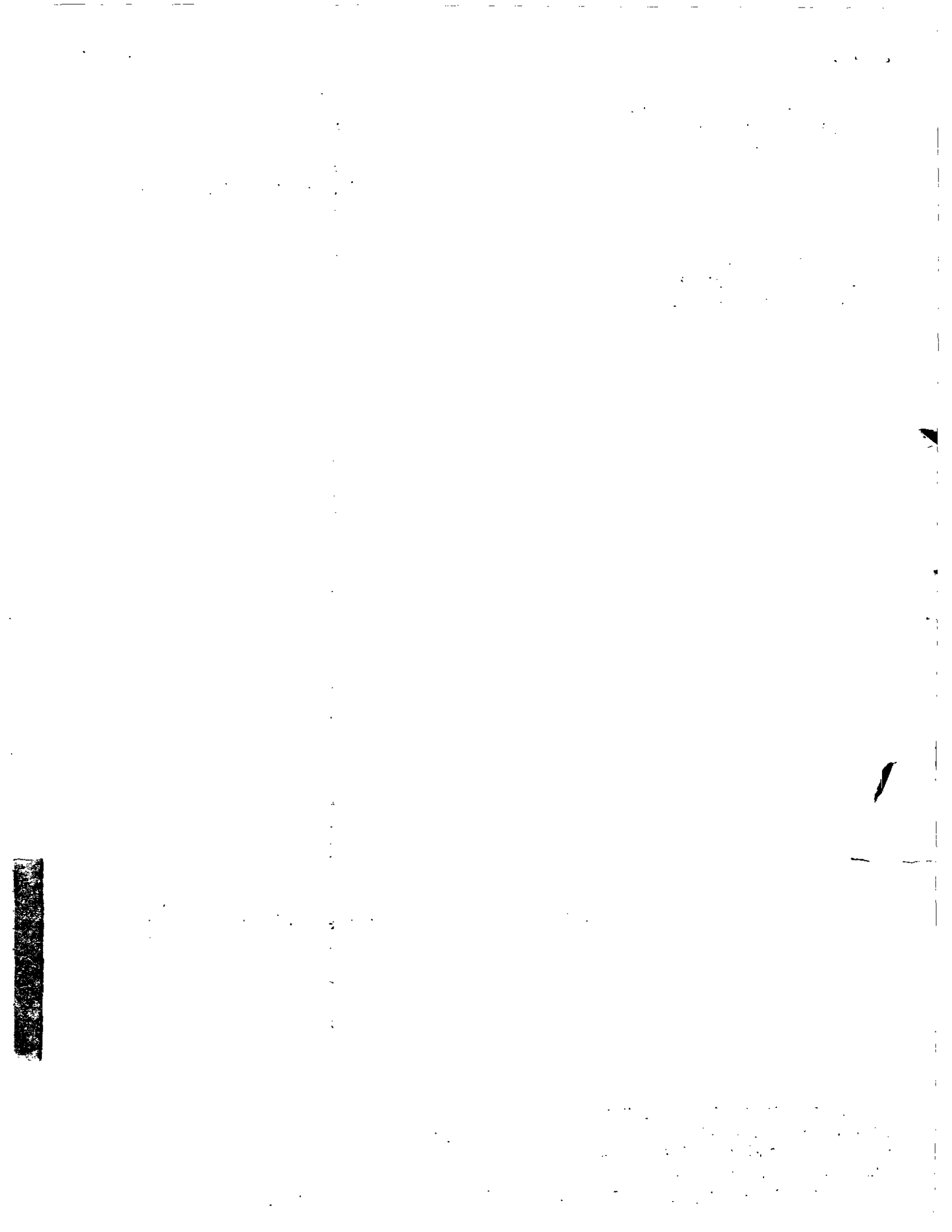
UNIVERSITY OF CA, SANTA BARBARA
FACILITIES MANAGEMENT
OFFICE OF PLANNING & CONSTRUCTION
SANTA BARBARA, CA 93106

ATTN: MR. TED TOWNE, ASST. VICE CHANCELLOR

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sander A. Kessler





**ALLEN LAWRENCE
& ASSOCIATES, INC.**

Insurance Brokers

February 15, 1985

University of California Santa Barbara
Facilities Management
Office of Planning & Construction
Santa Barbara, CA 93106

ATTENTION: Mr. Ted Town, Assistant Vice Chancellor

RE: Project #98620
U.C.S.B Faculty Housing

Dear Mr. Town:

We are the Insurance Brokers for the contractor on the referenced project, Goldrich & Vest. We are in the process of obtaining the construction fire insurance on the faculty housing project but it will be another few working days before we will be able to finalize the terms and conditions of coverage.

It is our understanding that only site work is taking place during the next month. Accordingly, there shouldn't be any fire exposure during that period.

We will be able to furnish you with copies of the policy or binders evidencing coverage per your requirements prior to March 5, 1985.

Should you require information or have any questions, please do not hesitate to call me.

Sincerely,

Art Polan
Insurance Resources

AP/a-1

Pacific States

Casualty Company

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

ITEM 1

INSURED NAME AND ADDRESS

GOLDRICH & KEST INC.
ET AL. PER ENDORSEMENT NO. 1
5150 OVERLAND AVENUE
CULVER CITY, CALIFORNIA 90231-3623

PRODUCER

SANDER A. KESSLER
9570 WEST PICO BLVD.
LOS ANGELES, CALIFORNIA 90035

This Is A True ^{CO.} 1
 And Certified Copy
 By
 Sander A. Kessler & Assoc.

DIV. PRODUCER POLICY NUMBER
01 0104 48 10114

RENEWAL OF
52,393.00 38 00114

DEPOSIT PREMIUM MINIMUM PREMIUM
58,220 750.00

ESTIMATED ANNUAL PREMIUM
582,150

ITEM 2 POLICY PERIOD FROM **8/01/84** TO **8/01/85** 12:01 A.M. STANDARD TIME **21 00 04 0500 1 1 1**

ITEM 3 COVERAGE A OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAWS OF THE FOLLOWING STATES: **CALIFORNIA**
 INTERIM ADJUSTMENT OF PREMIUM **(INST) MONTHLY**
 INSURED ENTITY CODE **6 3**
 1 Individual
 2 Partnership
 3 Corporation
 9 Other

ITEM 4 ADDITIONAL LOCATIONS: ITEM 5 LIMIT OF LIABILITY COVERAGE B **1,000,000**

Classification of Operations	CODE	CLASSIFICATION OF PRINCIPAL OPERATIONS	RATE PER \$100 OF REMUNERATION
	9015A	BUILDING OPERATION--INCLUDING JANITORIAL SERVICES CARE, CUSTODY, AND MAINTENANCE OF PREMISES. THE USE OF THIS CLASSIFICATION IS SUBJECT TO A MINIMUM PAYROLL OF \$2000. PER ANNUM FOR ONE LOCATION AND TO A MINIMUM OF \$1000. FOR EACH ADDITIONAL LOCATION COVERED BY THE SAME POLICY. THE ABOVE REQUIREMENTS SHALL APPLY ONLY TO FLATS, APARTMENTS, OR MULTIPLE DWELLINGS HAVING FOUR OR MORE UNITS.	7.64
	8741	REAL ESTATE AGENCIES--EMPLOYEES ENGAGED OUTSIDE OF OFFICE--INCLUDING SALESMEN	.61
	9079A	RESTAURANTS OR TAVERNS--ALL EMPLOYEES--INCLUDING MUSICIANS AND ENTERTAINERS--N.P.D.	4.11
	5645B	AS PER CONTRACTOR'S SCHEDULE ATTACHED--ENDORSEMENT NO. 8	9.69
	8810A	CLERICAL OFFICE EMPLOYEES--N.O.C.	.53
	8742A	SALESMEN, COLLECTORS OR MESSENGERS--OUTSIDE	.94
		CONTINUED ON EXTENSION SCHEDULE--ENDORSEMENT NO. 9	
		EXPERIENCE MODIFICATION 146 %	

RECALL OTHER OPERATIONS TO BE CLASSIFIED AND RATED IN ACCORDANCE WITH THE MANUALS IN USE BY THE COMPANY
JUL 27 1984
 COUNTERSIGNED **7/20/84** BY *Martin B...*

FULL NAMES OF INSURED FOR ITEM 1

GOLDRICH & KEST INC. (A CORP)

G & K MANAGEMENT COMPANY, INC. (A CORP)

PRESTIGE HOMES, INC.

ACTIVE MORTGAGE CORP.

MECHANICAL SERVICES, INC.

OVERLAND COMPUTER SERVICES

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

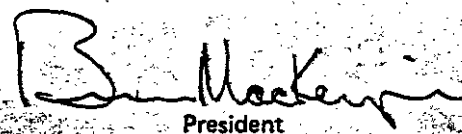
This endorsement when attached to Policy No. 48 10114 issued to _____ shall be valid and shall form part of said policy. The effective date of this endorsement is _____, at 12:01 A.M.

Endorsement No. 1

Date Issued 7/20/84

PACIFIC STATES CASUALTY COMPANY


Secretary


President

PACIFIC STATES CASUALTY CO.
6101 WEST CENTINELA
CULVER CITY CA 90230

INTERIM PREMIUM ENDORSEMENT ISSUED 07/20/84

NAMED INSURED GOLDRICH & KEST INC.

EFFECTIVE 08/01/84 PRODUCER 0104 POLICY 48-10114

ISSUED BY PACIFIC STATES CASUALTY CO.

IT IS HEREBY AGREED THAT THE ESTIMATED ANNUAL PREMIUM FOR THE POLICY IS PAYABLE AS FOLLOWS

DEPOSIT PREMIUM \$58,220.00

INTERIM PREMIUMS	DATE PAYABLE
\$52,393.00	08/01/84
\$52,393.00	09/01/84
\$52,393.00	10/01/84
\$52,393.00	11/01/84
\$52,393.00	12/01/84
\$52,393.00	01/01/85
\$52,393.00	02/01/85
\$52,393.00	03/01/85
\$52,393.00	04/01/85
\$52,393.00	05/01/85

TOTAL ESTIMATED PREMIUM \$582,150.00

THE COMPANY RESERVES THE RIGHT TO REVIEW THE ABOVE BILLING BY MEANS OF ACTUAL PAYROLL REPORTING ON A SEMI-ANNUAL OR QUARTERLY BASIS.

IT IS FURTHER AGREED THAT THE DEPOSIT PREMIUM SHALL BE PAID UPON DELIVERY OF THE POLICY AND THE INTERIM PREMIUMS ON THE INDICATED DATES. UPON EXPIRATION OF THE POLICY THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE BASIS OF PREMIUM AS SPECIFIED IN THE POLICY AND THE DEPOSIT PREMIUM AND INTERIM PREMIUMS SHALL BE CREDITED THERETO. IF THE EARNED PREMIUM EXCEEDS THE DEPOSIT PREMIUM PLUS THE INTERIM PREMIUMS, THE INSURED SHALL IMMEDIATELY PAY TO THE COMPANY THE ADDITIONAL EARNED PREMIUM- IF IT BE LESS, THE COMPANY SHALL RETURN THE DIFFERENCE TO THE INSURED BUT SHALL, IN ANY EVENT, RETAIN THE MINIMUM PREMIUM STATED IN THE DECLARATIONS.



AUTHORIZED AGENT

END. #2

PACIFIC STATES CASUALTY CO.
5101 WEST CENTINELA
CULVER CITY CA 90230

INTERIM PREMIUM ENDORSEMENT ISSUED 07/20/84

NAMED INSURED GOLDRICH & KEST INC.

EFFECTIVE 08/01/84 PRODUCER 0104 POLICY 48-10114

ISSUED BY PACIFIC STATES CASUALTY CO.

IT IS HEREBY AGREED THAT THE ESTIMATED ANNUAL PREMIUM FOR THE POLICY IS PAYABLE AS FOLLOWS

DEPOSIT PREMIUM \$58,220.00

INTERIM PREMIUMS	DATE PAYABLE
\$52,393.00	08/01/84
\$52,393.00	09/01/84
\$52,393.00	10/01/84
\$52,393.00	11/01/84
\$52,393.00	12/01/84
\$52,393.00	01/01/85
\$52,393.00	02/01/85
\$52,393.00	03/01/85
\$52,393.00	04/01/85
\$52,393.00	05/01/85

TOTAL ESTIMATED PREMIUM \$532,150.00

THE COMPANY RESERVES THE RIGHT TO REVIEW THE ABOVE BILLING BY MEANS OF ACTUAL PAYROLL REPORTING ON A SEMI-ANNUAL OR QUARTERLY BASIS.

IT IS FURTHER AGREED THAT THE DEPOSIT PREMIUM SHALL BE PAID UPON DELIVERY OF THE POLICY AND THE INTERIM PREMIUMS ON THE INDICATED DATES. UPON EXPIRATION OF THE POLICY THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE BASIS OF PREMIUM AS SPECIFIED IN THE POLICY AND THE DEPOSIT PREMIUM AND INTERIM PREMIUMS SHALL BE CREDITED THERETO. IF THE EARNED PREMIUM EXCEEDS THE DEPOSIT PREMIUM PLUS THE INTERIM PREMIUMS, THE INSURED SHALL IMMEDIATELY PAY TO THE COMPANY THE ADDITIONAL EARNED PREMIUM- IF IT BE LESS, THE COMPANY SHALL RETURN THE DIFFERENCE TO THE INSURED BUT SHALL, IN ANY EVENT, RETAIN THE MINIMUM PREMIUM STATED IN THE DECLARATIONS.



AUTHORIZED AGENT

END. #2

AMENDATORY ENDORSEMENT
PARTICIPATING PROVISION—CALIFORNIA

The insured may participate in the earnings of the company represented by surplus accumulated from premiums on Workers' Compensation policies subject to the following terms and conditions:

Under California law it is unlawful for an insurer to promise the future payment of dividends under an unexpired Workers' Compensation policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors or other governing board of the company following policy expiration.

In determining the amount of any dividend, the Board of Directors shall take into consideration all factors permitted by the rules and regulations of the Department of Insurance of the State of California which shall include but shall not be limited to the size of the risk, location of the risk, hazard, industry or trade classification or any other factors which may have a probable effect on losses or expenses.

In no event will the insured be entitled to a dividend unless the insured has complied with all of the conditions of this policy, its renewal or any policy issued by the company. In addition, the insured shall not be entitled to a dividend in the event that:

- (a) If any part of the premium for this policy, or immediate renewal, or any other policy between the company and the insured, shall remain unpaid for ten (10) days after written demand therefore mailed to the address of the insured appearing on the records of the company.
- (b) The insured fails to submit to the company all pertinent payroll records or other data upon which premiums are based for this policy or renewal thereof within ten (10) days after request is mailed to the address of the insured or to the agent of the insured or broker of the insured.

Nonrenewal by the insured of any policy shall not be grounds for forfeiture of a dividend, but the company reserves the right to extend the time for payment of any such dividends.

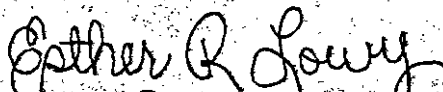
Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

This endorsement when attached to Policy No. 48 10114 issued to _____
shall be valid and shall form part of said policy. The effective date of this endorsement is _____, at 12:01 A.M.

Endorsement No. 3 Date Issued 7/20/84

PACIFIC STATES CASUALTY COMPANY


Secretary


President

**ENDORSEMENT AGREEMENT
LIMITING AND RESTRICTING THIS INSURANCE**

Pacific States
Casualty Company

California Approved Form No. 1C

It is AGREED that such insurance as is afforded by the Policy by reason of the designation of California in Item 9 of the Declarations is subject to the following provisions:

1. **Serious And Wilful Misconduct And Additional Compensation For Minor's Illegal Employment Not Insured**

2. **Application of Policy**

3. **Exclusion Under Coverage B Employer's Liability**

This Policy does not apply under Coverage B with respect to any employee employed in domestic employment not described in the Declarations unless the Policy applies under Coverage A with respect to such employee.

**California Approved Form No. 4
Relatives Not Insured**

If this Policy is issued to an individual or to a husband and wife either as individuals or as a partnership, the insurance under this Policy is limited as follows: It is AGREED that, anything in this Policy to the contrary notwithstanding, this Policy DOES NOT INSURE: As respects injury (or death resulting therefrom) sustained by any of the following relatives of the insured or any representative of the insured or by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury:

**California Approved Form No. 13
Liability Not Insured**

If this Policy is issued to a partnership, the insurance under this Policy is limited as follows: It is AGREED that, anything in this Policy to the contrary notwithstanding, this Policy DOES NOT INSURE: Any liability for which the named employer may have or acquire other than as a partnership, jointly and not severally.

**California Approved Form No. 14
Liability Not Insured**

The insurance under this Policy is limited as follows: It is AGREED that, anything in this Policy to the contrary notwithstanding, this Policy DOES NOT INSURE: Any liability which the named employer may have arising out of operations conducted jointly by said named employer with any other person, firm or corporation, except as specifically set forth in Item 4 of the Declarations or by endorsement attached to this policy.

Sole Proprietors

This Policy DOES NOT INSURE any employer who is an individual or a husband and wife, either as individual or as a co-partnership, unless specifically named by endorsement forming a part of the Policy.

Excluded Employments

It is AGREED that this Policy shall not operate as an election on the part of the insured to come under the compensation provisions of the workers compensation laws of the state of California for employees who are excluded by said laws, unless the employments engaged in are specifically described in the Declarations of this Policy or covered by endorsement forming a part of the Policy.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this Policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES AND OTHER SUBSTANTIAL PENALTIES (LABOR CODE SECTION 3710.1, ET SEQ.)

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

This endorsement when attached to Policy No. AP-10714 issued to _____ at 12:01 A.M. shall be valid and shall form part of said policy. The effective date of this endorsement is _____

PACIFIC STATES CASUALTY COMPANY

Esther R. Lowy
Secretary

Ben Mackey
President

ADDITIONAL COVERAGE AND PROVISIONS
LIMITING AND RESTRICTING THIS INSURANCE

PRIVATE CORPORATIONS WHERE THE OFFICERS AND DIRECTORS ARE THE SOLE SHAREHOLDERS

The Company and the Insured AGREE that if this policy is issued to a private corporation where the officers and directors are the sole shareholders thereof, such insurance as is provided by this policy applies to such officers and directors unless they are specifically excluded by an endorsement issued to form a part of this policy.

It is agreed that the entire remuneration earned by each executive officer covered by this policy shall be used as the basis of premium subject to a minimum remuneration of \$10,400. per annum and a maximum remuneration of \$36,400. per annum for each such executive officer, subject to an annual minimum charge of \$ _____

PARTNERSHIPS

IT IS AGREED that if this policy is issued to a partnership, the entire remuneration, including the annual amount of wages, salary, emoluments or profits earned by each partner specifically named for coverage by endorsement issued to form a part of this policy, shall be used as the basis of premium subject to a minimum remuneration of \$10,400. per annum and a maximum remuneration of \$36,400. per annum, subject to an annual minimum charge of \$ _____

INDIVIDUAL EMPLOYERS OR HUSBAND AND WIFE PARTNERSHIPS

IT IS AGREED that if this policy is issued to an individual employer or husband and wife partnership the following applies:

Relatives

IT IS AGREED that the entire remuneration earned by each relative covered by this policy shall be used as the basis of premium, subject to a minimum remuneration of \$10,400. per annum, subject to an annual minimum charge of \$ _____

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

This endorsement when attached to Policy No. 42 10114 issued to _____ shall be valid and shall form part of said policy. The effective date of this endorsement is _____, at 12:01 A.M.

Endorsement No. 5

Date Issued 7/25/84

PACIFIC STATES CASUALTY COMPANY

Ether R. Lowy
Secretary

B. Mackey
President

VOLUNTARY COMPENSATION ENDORSEMENT
(Page 1 of 2 Pages)

It is agreed that:

1. Insuring Agreement I of the policy is amended by adding thereto an additional coverage as follows:

COVERAGE C—VOLUNTARY COMPENSATION To pay on behalf of the insured, if any employee within a group of employees hereinafter described shall sustain injury, including death resulting therefrom, while employed by the insured in operations in a state specified opposite the description of such group of employees, under circumstances which would have rendered the insured liable for compensation if the injured employee and the insured had been subject to the workers' compensation law hereinafter designated with respect to such employment, an amount equal to the compensation and other benefits which would have been payable under such law had the injured employee and the insured been subject to such law with respect to such employment.

2. The policy does not apply under coverage C to injury or death which gives rise to a valid claim under any workers' compensation or occupational disease law.
3. The policy applies under coverage C only to injury or death,
 - (a) sustained in the United States of America, its territories or possessions, or Canada, or
 - (b) sustained while temporarily outside the United States of America, its territories or possessions, or Canada if the injured employee is a citizen or resident of the United States or Canada; but coverage C does not apply to any suit brought in or any judgment rendered by any court outside of the United States of America, its territories or possessions, or to an action on such judgment whenever brought.
4. The benefits payable under coverage C on account of such injury shall be paid to such person or persons as would have been entitled hereto under the designated workers' compensation law, provided, however, that as a condition precedent to any such payment, the injured employee, or in the event of his incapacity, his legal representative, or, in the event of his death, his legal representative or the person or persons entitled to sue therefor, shall (1) execute such full and binding release of all claims against the insured and the company on account of such injury or death as may be required by the company, and (2) assign to the company all claims or judgments or the proceeds thereof which he or they may have or recover against any person who or organization which is or may be liable on account of such injury or death and execute such other documents as the company may require to enable it to enforce such rights or collect such proceeds. The company shall have full power to enforce such rights under any such assignment in its own name or in the name of the injured employee, or to make such negotiations and settlement as may be deemed expedient by the company, but the company shall not be obligated to enforce such rights. In the event of any recovery or settlement the company shall pay the proceeds thereof, less payments hereunder and all expenses incident to such recovery or settlement, to the person or persons entitled thereto.
5. If any person entitled to payment under coverage C shall refuse to accept such payment and to comply with the terms and conditions set forth above or if any person shall commence any proceedings at law, in equity or in admiralty, except for such payment, seeking damages from the insured or the company on account of such injury, the company's liability under coverage C with respect to such injury is thereupon terminated.
6. With respect to injury of death to which coverage C is applicable, or would have been applicable except for Paragraph 5 foregoing, the limit of the company's liability under coverage B shall be determined in accordance with the following provision, and Condition 9 of the policy is amended accordingly:

COVERAGE B—LIMITS OF LIABILITY The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom," in coverage B, includes damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limit of liability stated in Item 2 of the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by accident, including death resulting therefrom, sustained by one employee in any one accident; and, subject to the foregoing provision respecting, "each employee," the limit of liability stated in Item 2 of the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury, including death resulting therefrom, sustained by two or more employees in any one accident.

The limit of liability stated in Item 2 of the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by one employee; and, subject to the foregoing provision respecting "each employee," the limit of liability stated in Item 2 of the schedule as applicable to "aggregate disease" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by employees in operations in any one state.

The limits of liability stated herein are in lieu of and shall not be cumulative with any limit of liability stated elsewhere in the policy. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

(Continued on Page 2)

VOLUNTARY COMPENSATION ENDORSEMENT
(Page 2 of 2 Pages)

SCHEDULE

- 1. Group of Employees
All employees except masters and members of the crew of any vessel
- 2. Limits of Liability

State of Operations
CALIFORNIA

Designated Workers' Compensation Law
Workers' Compensation Law of the state of operation

Bodily Injury by Accident:	Each Employee	\$100,000
	Each Accident	\$100,000
Bodily Injury by Disease:	Each Employee	\$100,000
	Aggregate Disease	\$100,000

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit terms, conditions, agreements or limitations of this endorsement.

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

This endorsement when attached to Policy No. 48 10114 issued to _____, at 12:00
shall be valid and shall form part of said policy. The effective date of this endorsement is _____, at 12:00

Endorsement No. 6

PACIFIC STATES CASUALTY COMPANY

Robert R. Lowry

B. Mackey
President

ALL STATES ENDORSEMENT

It is agreed that:

- A. In the event the insured takes operations in any state not designated in item 3 of the declarations, other than Nevada, North Dakota, Ohio, Washington, West Virginia or Wyoming, the company agrees as follows:
1. To reimburse the insured for all compensation and other benefits required of the insured under the workers' compensation or occupational disease law of such state.
 2. Such insurance as is afforded by the policy under coverage B also applies to bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any employee of the insured arising out of and in the course of his employment in operations in such state or in operations necessary or incident thereto. The limit of liability for bodily injury by disease, including death resulting at any time therefrom, applies as though each state in which such operations are conducted were designated in item 3 of the declarations.
 3. Such insurance as is afforded by the policy by virtue of this endorsement does not apply to such operations if the insured has, under any workers' compensation or occupational disease law, other insurance for such operations or is a qualified self-insurer therefor, or has affirmatively rejected the workers' compensation or occupational disease law applicable to such operations.
- B. The agreements in paragraph A foregoing are subject to the following conditions:
1. The insured shall give notice to the company before or within a reasonable time after the commencement of such operations, but failure to give such notice shall not invalidate the insurance afforded by this endorsement.
 2. The insured shall, if requested by the company, take whatever action is necessary to bring himself within the workers' compensation and occupational disease laws of such state with respect to such operations. The Company shall thereupon issue, in the form required by such laws, and the insured shall accept, workers' compensation coverage under such laws, and such insurance as is afforded by this endorsement with respect to such operations shall thereupon terminate.
 3. The premium basis and rates for the classifications of operations in such state or operations necessary or incidental thereto shall be those which would have been applicable under the manuals in use by the company had coverage A of the policy applied to such operations and the premium for the insurance afforded by this endorsement shall be computed accordingly, subject to the provisions of Condition 1 of the policy.
 4. The word "state" as used in this endorsement means any State of the United States of America and the District of Columbia.
- C. Such insurance as is afforded by the policy by virtue of this endorsement shall not apply:
1. To injury to or death of the master or a member of the crew of any vessel; or
 2. To fines or penalties imposed on the insured for failure to comply with the requirements of any workers' compensation law.
- D. The insurance afforded by the policy by virtue of this endorsement shall not constitute workers' compensation insurance as required of an employer under the laws of any state.
- E. All of the provisions of the policy, except Coverage A of Insuring Agreement 1 and Conditions 8 and 16, insofar as such provisions are not inconsistent herewith, are applicable to the insurance afforded by the policy by virtue of this endorsement.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

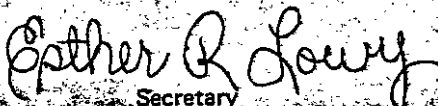
THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

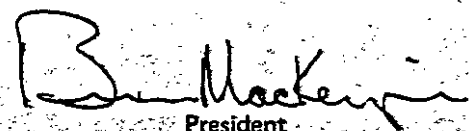
This endorsement when attached to Policy No. 48 10114 issued to _____
shall be valid and shall form part of said policy. The effective date of this endorsement is _____, at 12:01 A.M.

Endorsement No. 7

Date Issued 7/20/84

PACIFIC STATES CASUALTY COMPANY


Secretary


President

CONTRACTOR'S SCHEDULE

<u>Code No.</u>	<u>Classification of Operations</u>	<u>Manual Rate per \$100 of Remuneration</u>
5403	Carpentry—N.O.C.	10.55
5645A	Carpentry—construction or remodeling of detached private residences for occupancy by one or two families and the construction of private garages in connection with such structures—including installation of interior trim, builders finish and cabinet work.	9.69
5645B	Carpentry—construction or remodeling of dwellings not exceeding three stories in height and private garages in connection therewith—including installation of interior trim, builders finish, and cabinet work.	9.69
5200A	Concrete or Cement Work—pouring or finishing of concrete sidewalks, driveways, patios, curbs or gutters—including making or stripping of forms.	5.38
5200B	Concrete or Cement Work—pouring or finishing of concrete floor slabs, poured in place and on the ground for other than concrete buildings or structural steel buildings of multi-story construction—including the making or stripping of forms.	5.38
5213	Concrete Construction—N.O.C.—including foundations, or the making, setting up or taking down of forms, scaffolds, falsework or concrete distributing apparatus—N.P.D. with 5222A, "Concrete Construction—bridges or culverts," 5040B, "Bridge Building—metal," 6003C "Bridge or Trestle Construction—wood," or 5506 or 5507, "Street or Road Construction."	8.78
5214	Concrete or Cement Work—pouring or finishing of precast concrete wall panels, precast floor slabs or precast roof slabs at ground level and at job site—including the making or stripping of forms.	5.73
5190	Electrical Wiring—within buildings—including storage and yard employees, installation or repair of fixtures or appliances.	4.22
6400	Fence Construction—metal or wood.	11.54
5479	Insulation Work—installation or application of acoustical or thermal insulating materials in buildings or within building walls—N.O.C.	15.93
5443	Lathing.	6.86
5022	Masonry—N.O.C.	6.90
5474A	Painting, Decorating or Paper Hanging—N.O.C.—including shop operations.	8.40
5480	Plastering or Stucco Work.	10.38
5183A	Plumbing—N.O.C.—shop and outside—gas, steam, hot water or other pipe fittings, installation, including house connections installation.	5.28
5225	Reinforcing Steel Installation—placing for concrete construction.	8.45
5538	Sheet Metal Work—erection, installation or repair—N.O.C.—shop and outside including installation of furnaces or airconditioning systems.	7.07
5445	Wallboard Application—within buildings—installation or application or gypsum wallboard—including finishing and preparation prior to painting—N.O.C.	7.24

NOTE: "N.O.C." is an abbreviation of the words "not otherwise classified." "N.P.D." is an abbreviation of words "no payroll division."

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

This endorsement when attached to Policy No. 43 10114 issued to _____, at 12:01 A.M. shall be valid and shall form part of said policy. The effective date of this endorsement is _____.

Endorsement No. 3

Date Issued 7/25/86

PACIFIC STATES CASUALTY COMPANY

Gather R. Lowry
Secretary

B. Mackey
President

EXTENSION SCHEDULE

Item 4. Classification of Operations (continued)	Code No.	Premium Basis	Rates	ESTIMATED ANNUAL PREMIUMS
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.		ESTIMATED TOTAL ANNUAL REMUNERATION	PER \$100 OF REMUNERATION	
AMUSEMENT PARKS OR EXHIBITIONS--CARE, CUSTODY AND MAINTENANCE OF PREMISES; OPERATION OF ELEVATORS OR HEATING, LIGHTING OR POWER APPARATUS--INCLUDING POLICEMEN, WATCHMEN, MUSICIANS, BOX OFFICE EMPLOYEES, TICKET SELLERS OR GATE ATTENDANTS	9016A		5.03	
CONTRACTORS--CONSTRUCTION OR ERECTION--EXECUTIVE SUPERVISORS--EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN--NO DIRECT SUPERVISION	5606		3.43	
HOTELS	9050		5.91	
RESIDENTIAL CARE	9070		5.93	

(Experience Mod., & Est. Annual Premium entered on Declarations Page)

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

This endorsement when attached to Policy No. 48 10114 issued to _____ shall be valid and shall form part of said policy. The effective date of this endorsement is _____, at 12:01 A.M.

Endorsement No. 9

Date Issued 7/26/34

PACIFIC STATES CASUALTY COMPANY

Ethel R. Lowry
Secretary

B. Mackey
President