



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17TH AVENUE, SANTA CRUZ, CA 95062

0499

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

December 14, 2004

APPROVED AND _____

BOARD OF SUPERVISORS December 14, 2004

DATE: 12/14/04
COUNTY OF SANTA CRUZ

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

SUSANA MAURIELLO

EX-OFFICIO CLERK OF THE BOARD

BY Chela Smith DEPUTY

RE: SANTA CRUZ VETERANS MEMORIAL BUILDING AUDITORIUM RESTORATION

Dear Members of the Board:

Over the last several years the original interior ceiling artwork of the auditorium has deteriorated. The deterioration of the artwork is due to roof leaks in the past and exposure to non-filtered air with the existing ceiling fans and direct ventilation through open windows and vents. In addition, program requirements for operation of the Veterans Building Auditorium have impacted the original artwork and aesthetic appearance. The task at hand is to derive a methodology by which the historical and aesthetic appearance of the auditorium can be restored and preserved, in conjunction with the operation of current programs, events and classes, which utilize the auditorium on a regular basis.

To initiate a restoration program, the Parks Department met with Thacher & Thompson Architects and Garavaglia Architecture to discuss a probable scope of work necessary for the full restoration of the auditorium. Thacher & Thompson Architects are the architects of record and have the initial database for the building. Garavaglia Architecture specializes in historic restoration and preservation.

In response to the meeting, Thacher & Thompson Architects have put together a cost proposal utilizing a project design team, which covers all aspects of the project, including architecture, historical restoration and preservation, structural and mechanical engineering. The design work is divided into two phases. The first phase covers the exploration of design options, which cover: 1. Repairing the damage to the historic ceiling panels and beams; 2. Removing ceiling fans and electrical conduit and evaluation of new a mechanical ventilation system, which will not degrade the historic ceiling panels and 3. Developing alternative methods of installing ceiling hung apparatuses for events and classes.

Once design solutions are developed for the repair and improvement work, the second phase of design work would include construction drawings, technical specifications, bid package and construction observation services.

Per the attached agreement, Thacher & Thompson architects proposes to complete the Phase One scope of work for a fee of \$18,000.00. Once the Phase One design work has

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 12/7/04
Source Code: POSCS
Agenda Date: 12114/04
I NVENUM: 55570

Resolution(s):

Ordinance(s):

Contract(s): 43293-01

Continue Date(s):

Index: --Letter of Parks, Open Space & Cultural Services
--Independent Contractor Agreement
--Attachments

Item: 56. APPROVED agreement with Thacher and Thompson Architects in the amount of \$18,000 for Phase One Design Services for the Santa Cruz Veteran's Memorial Building Auditorium Restoration project; authorized the Parks Director to sign the agreement on behalf of the County, as recommended by the Director of Parks, Open Space and Cultural Services

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0533

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Parks, Open Space & Cultural Services (Department)
BY: [Signature] (Signature) 12/1/04 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz (Department/Agency) 95060
and Thacher & Thompson Architects, 200 Washington St, Suite 201, Santa Cruz, CA (Name/Address)
2. The agreement will provide Phase one design services for the Santa Cruz Veterans Memorial Building Auditorium Restoration Project.
3. Period of the agreement is from December 14 2004 to June 30, 2005
4. Anticipated Cost is \$ 18,000.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
Remarks: Phase One design services
5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement
6. Appropriations/Revenues are available and are budgeted in 194911 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: C043293-01

By: [Signature] Date: 12/1/04
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Director of Parks Department (Dept/Agency Head) to execute on behalf of the

County of Santa Cruz (Department/Agency)

Date: 12-9-04

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California

County of Santa Cruz

I, [Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 12/1/04 2004

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: [Signature]
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	56
TC110	\$					
Auditor Description	Amount	Index	Sub object	User W	e	

Contract No. 43293-01

**INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTANT SERVICES**

THIS CONTRACT is entered into this 14th day of December 2004, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and THACHER & THOMPSON ARCHITECTS, hereinafter called CONSULTANT. The parties agree as follows:

1. DUTIES. Per the scope of work defined in Exhibits A, B Task 1, C and D, CONSULTANT shall provide Phase One Design Services, which addresses the work needed to repair damage to the Santa Cruz Veterans Building auditorium ceiling and other modifications. Specifically, the repair work and other modifications include the following: 1. Repair of damage to historic ceiling panels and beams. 2. Removal of ceiling fans and electrical conduit and evaluation of a new mechanical ventilation system, which will not degrade the historic ceiling panels. 3. Alternative methods for installing trapeze equipment, which will lessen the visual impact on the ceiling beams. 4. Evaluation of treatments to the back wall to lessen sound transmission to adjacent rooms.

Phase One Design Services will also include: 1. Preparation of CAD drafted as-built plans of the auditorium including a reflected ceiling plan, ceiling framing plan, typical structural section through the auditorium and detail of typical beam and panel. 2. On-site meeting with Structural Engineer to review existing attachment details of trapeze equipment and to suggest alternatives to lessen visual impacts. Reference: See Exhibit C proposal from Donald Urfer and Associates. 3. On-site meeting with Mechanical Engineer to review alternatives for a mechanical ventilation system. Reference: See Exhibit D proposal from Axiom Engineers. 4. Coordinatidn with Garavaglia Architecture. Reference: See Exhibit B proposal task 1. 5. Presentation to approving or reviewing authorities. The work is located at the Santa Cruz Veterans Memorial Building, at 846 Front Street, Santa Cruz, CA 95060.

In providing services under this Agreement, the CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2. COMPENSATION. In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: Payment not to exceed \$18,000.00. This total amount includes the scope of work identified in Exhibits A, B Task 1, C and D.

All requests for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space and Cultural Services, 979 17th Avenue, Santa Cruz, California 95062. Payment requests must include a hard copy detailed invoice, the Department's Application For Payment Form, and be approved by COUNTY's project manager. Services must be billed in accordance with CONSULTANT'S Proposal itemizations, Exhibit A, B Task 1, C, D and fee schedules. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. TERM. The term of this contract shall be until June 30, 2005. However, CONSULTANT agrees to provide COUNTY with the completion of Phase One services for review by COUNTY and authorities within 60 calendar days of the execution date of this agreement and revisions to the documents if necessary, within 20 calendar days following the review by COUNTY and authorities.

This Agreement may be extended and/or amended for scope of work upon mutual agreement by both parties.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **USE OF DOCUMENTS.** Plans and/or documents prepared under this Agreement and provided to COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and/or documents for the purpose of illustrating the nature and scope of project involvement. COUNTY understands that such plans and/or documents are to be used for this project only and that any future use would be at the sole risk of COUNTY.

6. **CONSULTANT'S COST ESTIMATE.** CONSULTANT shall provide COUNTY a construction cost estimate which reflects the most current industry costs, if and only if, this paragraph is initialed by CONSULTANT and COUNTY ____/____.

7. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein), which shall be paid for in accordance with the CONSULTANT'S fee schedule as set forth in Exhibits A, B, C and D. The additional services, if required, shall be authorized through the issuance of a contract amendment.

8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with, the CONSULTANT'S negligent acts, errors or omissions under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

9. **INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT's insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent Contractor's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage from each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONSULTANT has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONSULTANT's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT's employees), leased, or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$500,000 combined single limit, if, and only if, this subparagraph is initialed by CONSULTANT and COUNTY

TAI 1/20

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post-agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post-agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post-agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for-post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

The County of Santa Cruz, its officials, employees, agents, and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.

(3) All required insurance policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Department of Parks, Open Space and Cultural Services
Attention: Bob Olson, Park Planner
979 17th Avenue
Santa Cruz, CA 95062

(4) CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
 Department of Parks, Open Space and Cultural Services
 Attention: Bob Olson, Park Planner
 979 17th Avenue
 Santa Cruz, CA 95062

10. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONSULTANT agrees as follows:

A. CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive) consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in CONSULTANT's solicitation of goods and services, definitions for Minority/Women/Disabled-Business Enterprises are available from County of Santa Cruz General Services Purchasing Division.

(2) CONSULTANT shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates, and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of CONSULTANT's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, said CONSULTANT may be declared ineligible for further agreements with COUNTY.

(4) CONSULTANT shall cause the foregoing provisions of this subparagraph 10B to be inserted in all subcontracts for any work covered under this Agreement by a subconsultant compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. INDEPENDENT CONTRACTOR STATUS. CONSULTANT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONSULTANT is an independent contractor and not an employee of COUNTY. CONSULTANT is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll-related taxes. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: CONSULTANT rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) CONSULTANT rather than COUNTY supplies the instrumentalities, tools, and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project rather than part of the regular business of COUNTY; (i) CONSULTANT and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather, that overall there are significant secondary factors which indicate that CONSULTANT is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that CONSULTANT engaged under this Agreement is in fact an independent contractor.

12. NON-ASSIGNMENT. CONSULTANT shall not assign the Agreement without the prior written consent of COUNTY.

13. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONSULTANT.

14. RETENTION AND AUDIT OF RECORDS. CONSULTANT shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONSULTANT hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

15. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

16. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____.

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

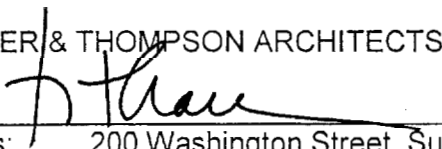
If a contract for covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or work place crime. Upon request by COUNTY, CONTRACTOR shall demonstrate to COUNTY that good faith efforts have been made to comply with this provision.


17. ATTACHMENTS. This Agreement includes the following attachments, but only to the extent such attachments describe the scope of work and fee schedules and for no other purpose: Exhibit A, Exhibit B Task 1, Exhibit C and Exhibit D.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

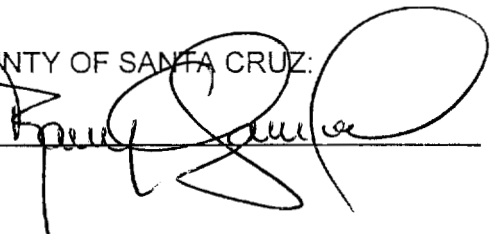
THACHER & THOMPSON ARCHITECTS

By: 
 Address: 200 Washington Street, Suite 201
 Santa Cruz, CA 95060
 Telephone: (831) 457-3939
 Fax: (831) 426-7609


APPROVED AS TO INSURANCE:


 Risk Management

COUNTY OF SANTA CRUZ:

By: 

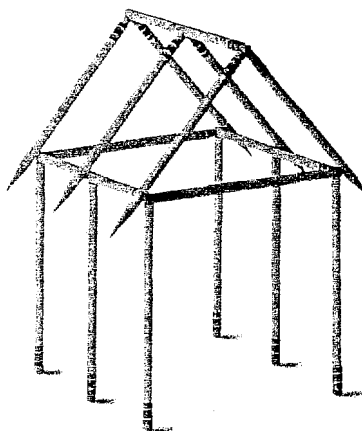
APPROVED AS TO FORM:


 County Counsel

DISTRIBUTION: CAO, Auditor, County Counsel, Risk Management, Parks, Consultant

VETS2004T&T

0507



November 11, 2004

Mr. Bob Olson
County of Santa Cruz
County Parks Department
979 17th Avenue
Santa Cruz, CA 95062

THACHER & THOMPSON, ARCHITECTS
200 WASHINGTON STREET SUITE 201, SANTA CRUZ, CA 95060
(831) 457-3939 FAX (831) 426-7609 WWW.TNTARCH.COM

RE: Architectural Services for the Veterans Building Auditorium

Dear Bob:

This proposal addresses the work needed to repair damage to the auditorium ceiling and other modifications which we discussed at our site meeting. Specifically, these items include the following:

1. Repair of damage to historic ceiling panels and beams.
2. Removal of ceiling fans and electrical conduit and evaluation of a new mechanical ventilation system which will not degrade the historic ceiling panels.
3. Alternative methods for installing trapeze equipment which will lessen the visual impact on the ceiling beams.
4. Evaluation of treatments to the back auditorium wall to lessen sound transmission to adjacent rooms.

Because the remedies to correct these issues are uncertain, we are proposing that our services be provided in two phases. Once the work is completed in Phase 1, we will be better able to assess the scope of services to complete the project.

Phase I

1. Prepare CAD drafted as-built plans of the auditorium including a reflected ceiling plan, ceiling framing plan, typical structural section through the auditorium and detail of typical beam and panel.
2. On-site meeting with Structural Engineer to review existing attachment details of trapeze equipment and to suggest alternatives to lessen visual impacts. (See attached proposal from Donald Urfer and Associates). Detailed design and calculations will be provided in Phase 2.
3. On-site meeting with Mechanical Engineer to review alternatives for a mechanical ventilation system. (See attached proposal from Axiom Engineers). Detail design and calculations provided in Phase 2.

4. Coordination with Garavaglia Architecture. (See attached proposai).
5. Presentation to approving or reviewing authorities or boards.

Phase 2

Construction Documents
Bidding
Contract Administration

Fee to be determined.

Phase 1 Fee: We propose to provide the services in Phase 1 on an hourly basis at the rates listed below. Bills from consultants will be passed directly to you plus a 15% administration fee.

The estimated fee for Phase 1 shall be:

\$ 5,000 Architect
\$ 5,000 Garavaglia
\$ 2,500 Structural
\$ 2,500 Mechanical
\$ 1,500 Consultant 15% Administration Fee
\$ 750 Reimbursable Expenses
\$ 750 Liability Insurance Coverage

\$18,000.00 Total

Our hourly rates are as follows:

Principal Architect	130.00/hour	Design/Draftsperson IV	\$80.00/hour
Associate Architect	110.00/hour	Design/Draftsperson III	\$70.00/hour
Senior Architect	100.00/hour	Design/Draftsperson II	\$60.00/hour
Project Architect	90.00/hour	Design/Draftsperson I	\$45.00/hour
		Clerical	\$40.00/hour

Reimbursable expenses outlined below will be billed at the following cost plus a 15% administration fee.

Copies - \$.20/page Facsimiles - \$1.00/page Blueprints (In house) - \$2.50/page
Plots (Regular) - \$3.50/page Plots (Large Format) - \$6.00/page Color Plots - \$10.00/page

You will be billed at the beginning of each month and payment will be due by the 15th of the same month. A late payment charge of 1.5% per month will begin accruing on overdue accounts after the 30th day of the same month.

If the services covered by this agreement have not been completed within one year (12 months) of the date hereof, through no fault of the architect, extension of the architect's services beyond that time shall be compensated at Thatcher & Thompson's current architectural rates.

In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and/or collections costs.

Because of the limited nature of Thacher & Thompson's services under this agreement and the indeterminate condition of the existing structure, the owner recognizes that Thacher & Thompson's work only addresses the specific portion of the structure contemplated as a part of this work program and does not attempt to suggest remedial work to other parts of the structure. The owner agrees to limit Thacher & Thompson's liability to the specific areas defined by this agreement.

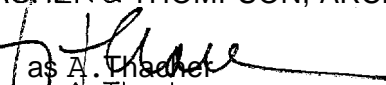
The owner may terminate this agreement at any time by written notice, in which case the architect shall be compensated for all services up to the time of termination.

The architect may terminate this agreement by written notice, should the owner fail to make payments to the architect in accordance with the terms of this agreement.

If the above meets with your approval, please sign both copies of this letter and return one copy to our office with the initial payment.

We look forward to serving you. Please feel free to give me a call if you have any questions.

Sincerely,
THACHER & THOMPSON, ARCHITECTS


Thomas A. Thacher
Vice President
License #: C12745



G A R A V A G L I A • A R C H I T E C T U R E

COMMERCIAL
HISTORIC PRESERVATION
RESIDENTIAL

September 28, 2004

Mr. Thomas Thacher
Thacher & Thompson Architects
200 Washington, Street
Santa Cruz, CA 95060

Project #: 2004-016

Re: Historic preservation consulting services – Santa Cruz County Veteran's Hall

Dear Tom,

This proposal addresses the historic preservation services needed to assess and document a method to repair damage and provide direction for the modifications to the Santa Cruz County Veteran's Hall Theater. These modifications are needed to provide for programmatic needs of the theater. This work will be conceived of so as to comply with the Secretary of the Interior's Standards for Rehabilitation (SISR).

WORK PLAN / FEE PROPOSAL

The suggested work plan and fixed fees for Tasks 1 & 2 (and estimates for further tasks) for our understanding of this project is as follows:

Task 1 – Assessment

This task includes the evaluation and assessment of the proposed modifications. The Task 1 end product will be the production of a memo. These modifications, which we advise should comply with the Secretary of the Interior's Standards for Rehabilitation, include:

- Lighting / trapeze support / patch cutouts in decorative beams
- Removal of the ceiling fans
- Elimination of the water stains and other damage to ceiling
- Evaluation of methodology for installing ventilation and the method of providing for lighting / electrical connections
- Balcony hall sound insulation problems

The following items need to be completed by us:

- Review the historical building assessment including statements of significance, determination of character defining elements, DPR 523 forms, etc.
- Review existing and possibly original building plans (prime architect to provide base floor and reflected ceiling plans).
- Site visit and photography of facility with all parties

One Sutter Street
Suite 910
San Francisco, CA 94104

415.391.9633
Fax: 415.391.9647
www.garavaglia.com

MICHAEL A. GARAVAGLIA, A.I.A.
PRINCIPAL

- “Kick off” meeting during site visit to provide general guidance for the “design” work. Strategize potential solutions for further evaluation.
- Coordinate as required, through the prime architect, with all sub-consultants including the structural engineer, mechanical / electrical engineer, and acoustics consultant
- Coordinate with the materials conservator and complete the materials evaluation. (Veteran’s hall to provide appropriate ladder or lift for the close inspection of surfaces).
- Determine appropriate treatments for project implementation so as to minimize impacts to the historic integrity of the building including the use of alternative codes
- Create a memo detailing the evaluation.

Our fee for this task is \$5,000.00.

Task 2 – Attendance / Report to Review Boards

Attend two meetings to report on recommendations, includes preparation and coordination.

Our fee for this task is \$1,500.00.

The following tasks are estimated as to scope and fee. Actual work will be based on outcome of initial assessment and direction of review agencies.

Task 3 – Construction Documents

The following items need to be completed by us:

- Simple hard-lined drawings to communicate repair / treatment solutions
 - Floor plan / reflected ceiling plan
 - Construction details
 - Rehabilitation notes
- Limited outline specifications for specific treatments

Our estimated fee for this task is \$2,500.00.

Task 4 – Bidding

The following items need to be completed by us:

- Support during construction bidding to answer contractor questions
- One site visit to orient contractors

Our estimated fee for this task is \$750.00.

Task 5 – Construction Administration

The following items **need** to be completed by us:

- Three site visits to answer contractor questions
- Support during construction to answer contractor a/e team questions

Our estimated fee for this task is \$1,750.00.

Reimbursable Expenses: These are considered minimal (copying / delivery) and are budgeted at \$200.00.

Fee Information

A. Schedule of Payments

We request a \$1,000.00 deposit prior to beginning work along with the signature of the contract. This initial payment will be applied to the your final account statement. Payments on monthly invoices are due 21 days after the date of the invoice. Interest in the amount of 1% per month, or 12% per annum, will be added to any amounts past due. Work will stop when payments are overdue more than 21 days from the date of the invoice.

Reimbursable expenses such as computer plots, blueprinting, delivery, photographs, copies, consultants contracted through our firm, permit submittal fees paid by us, etc. will be charged back to you as they occur on a monthly basis. There is a 1.15 multiplier for all reimbursable expenses.

B. Fee Schedule

If additional services are desired, our hourly fees are broken into six rates as follows:

Principal time (public meetings, consulting, client meetings, principal project management, principal construction administration, etc.):	\$140.00 per hour
Project Manager (code research, management, construction administration, etc.):	\$105.00 per hour
Designer (design of floor plans, elevations, sections, details, materials, color selection, etc.):	\$95.00 per hour
Senior Drafter (measurements, computer drafting, photographs, preparation of presentation and construction documents, etc.):	\$80.00 per hour
Administrative Assistant:	\$45.00 per hour

Additional Services

We have found that some clients desire additional services once the project begins, such as changes, in project scope or service level, more elaborate reporting or meetings, technical specifications, etc. It is our intent to notify you of the cost implications of any requested additional service before we proceed.

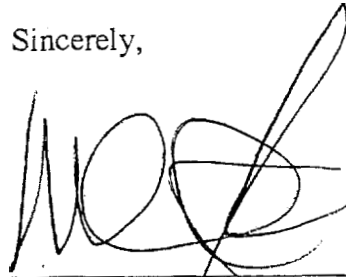
Agreement Information

If you are in agreement with this proposal please sign and return one copy. This agreement may be terminated upon 10 days written notice by either party should the

other fail to perform his or her obligations hereunder or without cause. In the event of termination, the Client shall pay Garavaglia Architecture (GA) for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

The services described above will be performed in accordance with our General Conditions, which are attached hereto and are a **part** of this agreement. If there are any questions or observations please call me so that we can discuss them. We feel it is very important to discuss all issues openly,

Sincerely,



Michael A. Garavaglia, A.I.A.
Principal, Garavaglia Architecture
C14833
Date: 9.30.04

Thomas Thacher
Principal, Thacher & Thompson Architects

Date: _____

Federal Tax I.D. # 94-3118796

We also can provide proof of standard insurance coverage if you desire.

GENERAL CONDITIONS

1. The Architect shall perform its services as expeditiously as is consistent with professional skill and care, in the orderly progress of the work.
2. The Owner shall furnish to the Architect surveys describing the physical characteristics, legal limitation and utility locations for the site of the Project, and written legal description of the site. The Owner shall provide the services of a geotechnical engineer or other consultants as such may be reasonably necessary for the project.
3. Neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the contract or a method of determining good prices, or over competitive bidding, market for negotiation conditions. Accordingly, the Architect cannot and does not warrant that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Architect.
4. The Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous material in any form at the Project site, including but not limited to, asbestos, asbestos products, PCB'S or other toxic substances, and other materials not yet known to be hazardous.
5. The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's services for use solely with respect to this Project. The Architect is the author of these documents and retains all common law, statutory and other reserved rights, including the **copyright**.
6. This Agreement shall be governed by the laws of the State of California.
7. The Architect is not responsible for construction means, methods, techniques or job site safety, these being solely the responsibility of the Contractor.
8. The Architect is not responsible for identifying, locating, discovering, removal or treatment (remediation) of any hazardous waste or materials, known or unknown, at the Project site or any damages, of **any type**, arising out of or related in any way to the presence of hazardous material at the Project site, including, but not limited to, asbestos and PCB'S, as well as materials not yet identified as hazardous.
9. Any additional services requested by the Owner shall be compensated on an hourly basis in accordance **with** the rate schedule set out in **this** Agreement.
10. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, **the** prevailing **party** in such a proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a **party** that **dismisses** and action for recovery hereunder in exchange of payment of the sum allegedly due, performance of covenants **allegedly** breached, or consideration substantially equal to the relief sought in the action or proceeding.
11. The Owner understands and acknowledges that in the remodeling **or** rehabilitation of existing structures, certain design **and** technical decision are made based on assumption that are based upon readily available documents **and** visual observations of existing conditions. Unless specifically directed in writing by the Owner, the Architect shall not **perform** or have performed any destructive testing or open any concealed portions of the Project in order to ascertain its actual condition. In the event that the Architect's assumptions, made in good faith, prove **to** be incorrect, the Owner agrees that the Architect shall not be held responsible for **any** additional work or costs required to correct any ensuing problems based upon such assumptions. The Owner further agrees to indemnify, defend and hold the Architect and its consultants harmless from and against any and all **claims**, liabilities, suits, demand, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all **persons**, firms or any other legal entities, on account of any damages or losses to property or person, including injuries **or** death, or economic losses, arising as a result of concealed or unknown conditions, except where the Architect is found to be solely liable as between the parties hereto as well as **between** any other persons, firms or legal entities for such damages or losses by a court or forum of competent jurisdiction.

2715 Porter Street
Soquel, California
95073
(831) 476-3681
FAX (831) 476-3721

Donald C. Urfer & Assoc. Inc.
Civil and Structural
Engineers

0515

An Agreement for the Provision of Limited Professional Structural Engineering Services

Design Professional Firm:
Donald C. Urfer & Associates, Tnc.
Structural Engineers
2715 Porter Street - Soquel, CA 95073

Client: Thacher & Thompson
200 Washington Street, Suite 201
Santa Cruz, CA 95060

Date: November 3, 2004

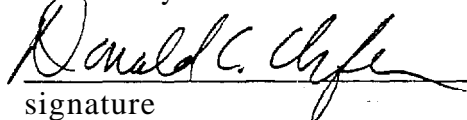
Project No: 04075

Project Name/Location: Veterans Building Truss Evaluation-Assessment Phase

Fee Arrangement: Hourly (we estimate a fee of \$2,500)

- Basic Services:
1. Visit the site to observe as-built conditions;
 2. Review (E) roof framing with particular attention given to the support/attachments of trapeze and mechanical equipment and ducts;
 3. Prepare a limited structural analysis as necessary to determine truss member and joint stresses.
 4. Prepare a written report discussing our findings including the need for strengthening of the framing if necessary. The actual design and detailing of the strengthening is beyond the scope of the Assessment Phase and will be completed as part of the Construction Document Phase.

Offered by:


signature _____ date _____

Donald C. Urfer S.E. 1664 - Owner
printed name/title

Donald C. Urfer & Associates, Tnc.
name of design professional firm

Accepted by:

signature _____ date _____

printed name/title

name of client

The terms and Conditions and the ~~initials~~ required on the reverse of this form are a part of this Agreement

0516

TERMS AND CONDITIONS

The firm shall perform the services outlined in this agreement for the stated fee arrangements.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice:

Additional Services:

The above defines the limits of our proposed basic services. Any services beyond those specifically outlined above will be considered as additional services and subject to renegotiation of the Agreement.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then-unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, the Firm, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications:

Guarantees and Warranties. The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$10,000.00. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Initial here: DCU (Firm) _____ (Client).

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

2715 Porter Street
Soquel, California
95073
(831) 476-3681
FAX (831) 476-3721



0517

An Agreement for the Provision of Limited Professional Structural Engineering Services

Design Professional Firm:

Donald C. Urfer & Associates, Inc.
Structural Engineers
2715 Porter Street - Soquel, CA 95073

Client: Thacher & Thompson

200 Washington Street, Suite 201
Santa Cruz, CA 95060

Date: November 3, 2004

Project No: 04075

Project Name/Location: Veterans Building Truss Evaluation-Assessment Phase

Fee Arrangement: Hourly (we estimate a fee of \$2,500)

Basic Services:

1. Visit the site to observe as-built conditions;
2. Review (E) roof framing with particular attention given to the support/attachments of trapeze and mechanical equipment and ducts;
3. Prepare a limited structural analysis as necessary to determine truss member and joint stresses.
4. Prepare a written report discussing our findings including the need for strengthening of the framing if necessary. The actual design and detailing of the strengthening is beyond the scope of the Assessment Phase and will be completed as part of the Construction Document Phase.

Offered by:

signature

date

Accepted by:

signature

date

Donald C. Urfer S.E. 1664 - Owner
printed name/title

printed name/title

Donald C. Urfer & Associates, Inc.
name of design professional firm

name of client

The terms and Conditions and the initials required on the reverse of this form are a part of this Agreement

TERMS AND CONDITIONS

The firm shall perform the services outlined in this agreement for the stated fee arrangements.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Additional Services:

The above defines the limits of our proposed basic services. Any services beyond those specifically outlined above will be considered as additional services and subject to renegotiation of the Agreement.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, the Firm, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications:

Guarantees and Warranties. The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$10,000.00. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Initial here: DCU (Firm) _____ (Client).

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Donald C. URFER & Assoc. Inc.

Civil and Structural
Engineers

2715 Porter Street Soquel, California 95073 (831) 476-3681 FAX (831) 476-3721

SCHEDULE OF CHARGES

(Effective January 1, 2004)

Principal Engineer.....	\$.130.00 per hour*
Structural Engineer.. ..	.120.00 per hour*
Civil Engineer.. ..	.90.00 per hour*
Senior Draftsperson.. ..	.80.00 per hour*
Junior Engineer.. ..	.60.00 per hour*

MISCELLANEOUS ADDITIONAL SERVICES & FEES

Expert Witness Services

Public Hearings, Arbitration, Depositions, or
Proceedings of the Court.....\$1,000.00 per half day

Direct Non-Salary Expenses

These reimbursable expenses will be billed at actual cost plus 10%.

They may include the following:

- Authorized travel and subsistence;
- Subcontracted services;
- Printing costs.

*Overtime Expense

Authorized overtime will be billed at one and a half times the hourly rate for the services noted above.

Terms of Payment:

Invoices will be submitted monthly, unless otherwise provided by contract or special arrangements. Said invoices shall be due and payable when rendered.

0520



November 3, 2004

2004P330

Mr. John Hofacre
Thacher & Thompson Architects
200 Washington St.
Santa Cruz, CA 95060

Re: **VETERAN'S HALL THEATRE RENOVATION**

Dear John:

This Proposal/Acceptance represents the entire understanding between the parties herein with respect to the above referenced project.

We propose to furnish Mechanical Engineering services per the attached Scope of Work on this project.

The fees for this work will be billed at our **standard hourly rates** plus any out-sourced materials and services at 10% markup.

Billing will be on a monthly basis and payment is due net thirty (30) days from date of invoice, unless other arrangements have been made in writing in advance.

The above-proposed fee does not include fees assessed by agencies as a result of obtaining information, plans, existing conditions, etc. in order to accomplish the attached Scope of Work. These will be considered out-sourced expenses should they occur.

This proposal may only be modified in writing signed by all parties. In the event of litigation arising out of this agreement, the prevailing parties shall be entitled to reasonable attorney's fees and court costs. Our standard Terms and Conditions of Offer as attached are incorporated into this Proposal/Acceptance.

Please indicate your acceptance of this proposal by signing this letter and returning the same to our office, retaining the copy for your records.

Budget (estimate only) \$2,000 to \$2,500.

Axiom EngineersSM is a Service Mark of
Axiom Engineers, Inc., a California Corporation doing business as Lee & Associates

Re: **VETERAN'S HALL THEATRE RENOVATION**

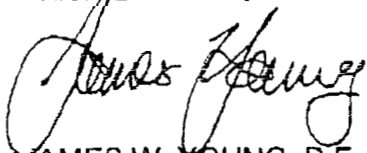
We appreciate this opportunity to be of service.

Cordially,

Accepted:

AXIOM ENGINEERSSM

THACHER & THOMPSON



JAMES W. YOUNG, P.E.
BRANCHMANAGER

By: _____

Dated: _____

JWY/jwy

encl.

Scope of Work

Rate Sheet

Terms & Conditions (Please initial each page and return)

Mr. John Hofacre/Truher & Thompson
November 3, 2004 . . . Page 3 . . . File #2004P330

0522

Re: VETERAN'S HALL THEATRE RENOVATION

SCOPE OF WORK

Provide mechanical engineering consulting services as follows:

General

- Coordination with Architect and with other disciplines.

Heating, Ventilating and Air Conditioning

- Investigate ventilation problems in main theatre
- Propose options for improving ventilation in the space and possibly upgrading heating system as part of renovation.
- Work with Structural engineer to assess impact of various equipment options on load carrying capacity of roof.

Plumbing

- No plumbing scope

Fire Protection

- No fire protection scope

Mr. John Hofacre/Thagner & Thompson
November 3, 2004 . . . Page 4 . . . File #2004P330

0523

Re: VETERAN'S HALL THEATRE RENOVATION

2004 RATE SHEET

PRINCIPAL	\$135.00
ASSOCIATE/SENIOR PROJECT ENGINEER	2115.00
DEPARTMENT/BRANCH MANAGER	\$125.00
SENIOR ENGINEER	\$110.00
PROJECT ENGINEER	\$110.00
PROJECT MANAGER	\$105.00
ENGINEER III	\$100.00
ENGINEER II	\$ 95.00
ENGINEER I	\$ 90.00
SENIOR DESIGNER	\$100.00
DESIGNER III	\$ 95.00
DESIGNER II	\$ 90.00
DESIGNER I	\$ 85.00
CADD NETWORK CONSULTING	\$105.00
ENGINEERING TECHNICIAN	\$ 75.00
CADD III	\$ 75.00
CADD II	\$ 70.00
CADD I	\$ 65.00
ADMINISTRATION	\$ 65.00

Expires 12/31/04

Re: **VETERAN'S HALL THEATRE RENOVATION**

TERMS AND CONDITIONS OF OFFER

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

The following Terms and Conditions shall be incorporated into the Engineering *Fee* Proposal and become effective upon proceeding with the Scope of Work:

Definitions: The term "Engineer" as used herein shall include Axiom Engineers' employees, officers, directors, partners, agents, and consultants. The term "Client" as used herein shall include Client's employees, agents, consultants, subsidiaries, successors, and assigns.

Additional Services: Should Axiom Engineers' original Scope of Work change, or additional services be requested by Client, a written request for additional services will be forwarded by Axiom Engineers to Client.

Additional services are those items which arise as a result of unforeseen circumstances during the design or construction phase of the project and/or those items which are not reasonably incidental to of specifically mentioned under the scope of proposed services outlined above. All additional services will be billed on a time and expense basis in accordance with our then prevailing Standard Billing Rates (current copy enclosed) or in accordance with separate fee arrangements.

The proposed fees do not include fees assessed by agencies as a result of obtaining information, plans, existing sonditions, etc. in order to accomplish the Scope of Work. These will be considered reimbursable expenses should they occur,

The terms and conditions of the Agreement shall apply to all additional services provided by Axiom Engineers for Client

Prompt Payment: If the client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and the Engineer may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client's non-payment of the Engineer's fees. Service charges of 1% per month shall accrue on all unpaid invoice amounts thirty (30) days after date of invoice unless prior arrangements have been made.

Attorneys Fees: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, all attorney's fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such action, computed at the Engineers prevailing fee schedule and expense policies. All such claims shall be adjudicated in the County of Monterey, California.

If either party brings legal action to enforce this agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees incurred by bringing such action.

Terms and Conditions of Offer
Attachment "A"

Client Initial _____

Axiom EngineersSM is a Service Mark of
Axiom Engineers, Inc., a California Corporation doing business as Lee & Associates

Re: VETERAN'S HALL THEATRE RENOVATION

Disputed Invoices: If the Client objects to any portion of an invoice, the Client shall so notify Axiom Engineers in writing within ten calendar days of receipt of such invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Service charges of 1% per month shall be paid by the Client on all disputed invoiced amounts resolved in the Engineer's favor and unpaid for more than sixty (60) calendar days after date of submission.

Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client and payment is due regardless of suspension or termination of the Agreement by either party.

Standard of Care: The services shall be performed in a manner consistent with that level of skill ordinarily exercised by other professional engineers for similar projects under similar circumstances. No other representations to the Client, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any drawing, specification, report, opinion, document or otherwise.

Performance of Third Parties: Axiom Engineers does not guarantee the completion or quality of performance of contracts by the Construction Contractor or Contractors, or other third parties, nor accepts responsibility for their acts, omissions, or any safety precautions or lack thereof.

Independent Contractors: The relationship of Axiom Engineers to Client shall at all times be that of an independent Contractor. Axiom Engineers shall not be liable for the acts of Client or its agents in performing Work, except in the case of damages or injuries directly caused by Axiom Engineers or its agents.

Project Personnel: We propose to furnish or subcontract for specialist and engineering personnel for the performance of this work. We reserve the right to make necessary substitutions, adaptations, of part-time use of such individuals or others as required for the proper performance of work.

Document Ownership: All tracings, calculations, and other original documents produced by Axiom Engineers shall be the property of Axiom Engineers, except where by law or governmental requirement, or by prior agreement, these documents become public property or the property of the Client. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by this Agreement.

Delays: Axiom Engineers agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that Axiom Engineers' performance must be governed by sound engineering practices. Additionally, Axiom Engineers is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove Axiom Engineers' work promptly, by reason of delay or faulty performance by client, other contractors or governmental agencies, or any other causes beyond Axiom Engineers' reasonable control.

Cost Opinions: Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilization considerations of operations and maintenance costs prepared by Axiom Engineers hereunder will be made on the basis of experience and qualifications and represent the engineer's judgment as an experienced and qualified design professional. It is recognized, however, that Axiom Engineers does not have control over the cost of labor, material, equipment or services furnished by others or other market conditions or contractor's methods of determining prices, and that any utilitarian evaluation of any

Terms and Conditions of Offer
Attachment "A"

Client Initial _____

AXIOM ENGINEERSSM • CONSULTING MECHANICAL ENGINEERS
2511 Garden Road Suite A-140 • Monterey, California 93940-5376 • (831) 649-8000 • Fax (831) 649-8038

Re: VETERAN'S HALL THEATRE RENOVATION

facility to be constructed or work to be performed on the basis of the report of necessity be speculative. Accordingly, Axiom Engineers does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support: Construction Support services performed by Axiom Engineers, whether of material or work, and whether performed prior to, during, or after completion of construction, shall be performed solely to the purpose of assisting in quality control and in achieving conformance with contract drawing and specifications. By providing such services Axiom Engineers does not guarantee contractor's performance or the construction. These services shall be distinguished from inspection services which are furnished by others. The furnishing of construction support services by Axiom Engineers shall not be construed as supervision of actual construction. Axiom Engineers shall not be responsible for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review: Axiom Engineers shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication process, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. Axiom Engineers review shall be conducted with the reasonable promptness consistent with sound professional practice. Review of a specification item shall not indicate acceptance of an assembly of which the item is a component. Axiom Engineers shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the contractor, nor shall Axiom Engineers be required to review partial submission or those for which submissions for correlated items have not been received.

Termination of Convenience: Either Axiom Engineers or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Axiom Engineers' shall submit a request for payment for all services rendered and all cost incurred up to the date of termination. The Client shall, within ten (10) days of receiving Axiom Engineers' request for payment pay Axiom Engineers' unpaid costs in accordance with the compensation provisions of the Agreement.

Asbestos and Toxins: Axiom Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to asbestos, asbestos products, PCB's or other toxic substances.

Entire Agreement: This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto.

Modifications: No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Successors and Assigns: This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties, partners, successors, executors, administrators and assigns.

Terms and Conditions of Offer

Attachment "A"

Client Initial _____

AXIOM ENGINEERSSM • CONSULTING MECHANICAL ENGINEERS

2511 Garden Road Suite A-140 • Monterey, California 93940-5376 • (831) 649-8000 • Fax (831) 648-8038

Mr. John Hofacre/Thacner & Thompson
November 3, 2004 . . . Page 8 . . . File #2004P330

0527

Re: **VETERAN'S HALL THEATRE RENOVATION**

Work Product: The Engineer shall have no responsibility for any consequences resulting from a modification to or use of his work product not contemplated by this agreement or approved in writing by the Engineer.

Client Provided Data: The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client waives any claim against the Engineer and agrees to defend, indemnify and hold the Engineer harmless from any claim or liability for injury or loss arising or allegedly arising from error, omissions or inaccuracies in documents or other information provided by the Client to the Engineer,

In as much as the remodeling and/or rehabilitation of existing facilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the facility; the Clients agrees that, except for negligence on the part of the Engineer, the Client shall hold harmless, indemnify and defend the Engineer from and against any and all claims arising out of existing conditions in the facility.

Restriction of Use: Engineer's opinions and reports are made for the sole use of the Client. They are not to be provided to any person or entity without express written consent of the Engineer and shall not be mentioned, communicated, disclosed or referred to in any offering, circular, loan application, or real estate sales transaction without the express written authorization of the Engineer. Client shall defend, indemnify and hold harmless the engineer and its employees, from and against any and all claims prosecuted by, or damages or liability owed to any person or entity relying upon the reports or opinions of the engineer unless the Engineer expressly authorized, in writing, the distribution of such reports or opinions to such person or entity.

Any person or entity provided with the opinions or report of Engineer shall, as a condition to receiving such opinions or report agree to be bound to the limitation of liability and indemnity provisions of the Agreement such that the aggregate liability of Engineer to Client, and to such person or entity receiving Engineer's opinions or reports, shall not exceed the amount set forth under the Risk Allocation Paragraph.

Indemnification: The Client shall indemnify and hold the engineer harmless from all claims, damages, losses and expenses (including reasonable attorney's fees) resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client; anyone directly or indirectly employed by the Client (except the engineer), or anyone for whose acts any of them may be liable.

Mediation: All claims and disputes regarding this agreement shall be submitted to non-binding mediation under the auspices of a mediation service experienced in construction claims prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. Mediation arising out of or relating to this agreement may include, by consolidation, joinder or in any voluntary manner, any additional person not a party to this agreement by mutual agreement of the parties.

Terms and Conditions of Offer
Attachment "A"

Client Initial _____

AXIOM ENGINEERSSM • CONSULTING MECHANICAL ENGINEERS
2511 Garden Road Suite A-140 • Monterey, California 93940-5378 • (831) 649-8000 • Fax (831) 649-8038

Mr. John Hofacre/Thacner & Thompson
November 3, 2004. . . Page 3 . . . File #2004P330

Re: **VETERAN'S HALL THEATRE RENOVATION**

0528

Any consent to mediation involving an additional person or persons shall not constitute consent to mediate any dispute not described therein. This agreement to mediate and any agreement to mediate with any additional person or persons duly consented to be the parties to this agreement shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

Arbitration: At the option of the Engineer, any dispute arising under this agreement or arising from performance of services under this agreement shall be submitted to arbitration. and such arbitration shall be governed by the provision of the California Arbitration Act.

Limits of Liability: For any damage caused by negligence other than professional negligence, Engineer's liability, in the aggregate under this agreement shall not exceed the available limits of Engineer's comprehensive general and automobile liability insurance coverage.

Risk Allocation: in recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Engineer to the Client shall not exceed 850,000 or the Engineer's total fee for services rendered on this project, whichever is greater. it is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Consequential Damages: In no event shall Engineer be liable for consequential damages, including, without limitation, loss of use or loss of profits incurred by Client, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or nonprofessional.

Third Parties: If any claim, action or proceeding is brought against the Engineer by any third party, including any insurer asserting subrogation rights, relating to services under this agreement, Client agrees to indemnify the Engineer for, and to hold the Engineer harmless against, any and all losses, damages, costs, expenses, legal fees, consulting fees, including Engineer's, and other costs of defense reasonably incurred by Engineer unless it is proven that the Engineer was guilty of sole negligence or willful misconduct in connection with Engineer's services. Engineer shall control the defense of any such claim, action, or proceeding, including the selection of counsel.

Time Limits of Recovery: All legal actions by either party against the other for breach of this agreement, or for the failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based upon such breach or failure shall be barred one (1) year from the time claimant knew or should have known of its claim, but, in any event, not later than two (2) years from the substantial completion of Engineer's services.

Severability: Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be binding upon the parties.

Terms and Conditions of Offer
Attachment "A"

Client Initial _____

AXIOM ENGINEERSSM • CONSULTING MECHANICAL ENGINEERS
2511 Garden Road Suite A-140 • Monterey, California 93940-5376 • (831) 849-8000 • Fax (831) 049-8038

Mr. John Hofacre/Thacner & Thompson
November 3, 2004 . . . Page 10 . . . File #2004P330

Re: **VETERAN'S HALL THEATRE RENOVATION**

0529

Assignment: Neither party to **this** Agreement **shall transfer, sublet** or assign any rights under or interest in **this Agreement (including but not limited to monies that are due or monies that may be due)** without the prior written consent of the other party.

Terms and Conditions of Offer

Attachment "A"

Client Initial _____

AXIOM ENGINEERS SM • CONSULTING MECHANICAL ENGINEERS

2511 Garden Road Suite A-140 • Monterey, California 93940-5378 • (831) 649-8000 • Fax (831) 649-8038

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MY
THAC&TH

DATE (MM/DD/YYYY)

11/29/04

PRODUCER

BATTISTINI & CANFIELD, LLC
INSURANCE SINCE 1906
901 CENTER STREET
SANTA CRUZ CA 95060
Phone: 831-423-1822 Fax: 831-423-2462

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.

INSURERS AFFORDING COVERAGE 0530

NAIC #

INSURED

Thacher & Thompson
LIZ HARPER
200 Washington St. Ste.#201
Santa Cruz CA 95066

INSURER A: Zurich Insurance Company

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	PAS034024191	11/07/04	11/07/05	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:	PAS034024191	11/07/04	11/07/05	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.				PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
A	ALL OWNED AUTOS	PAS034024191	11/07/04	11/07/05	BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
	GARAGE LIABILITY				AGG \$
	ANY AUTO				
	EXCESS/UMBRELLA LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				
	DEDUCTIBLE				AGGREGATE
	RETENTION \$				EACH OCCURRENCE-
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUS- TORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH- ER \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE. POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORS AENT / SPECIAL PROVISIONS

The County of Santa Cruz, its officials, agents, employees and volunteers are included as additional insured as respects the operations and activities of or on behalf of, the named insured performed under agreement with the County of Santa Cruz.

CERTIFICATE HOLDER

County of Santa Cruz
POSCS Dept
ATT Bob Olson, Park Planner
979-17th Avenue
Santa Cruz CA 95062

COUSC-3

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Battistini & Canfield LLC

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/27/04

PRODUCER Dealey, Ranton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-2090	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.
INSURED Thacher & Thompson Architects 200 Washington Street, Suite C Santa Cruz, CA 95060	INSURERS AFFORDING COVERAGE INSURER A: Great American Assurance Co. INSURER B: 0531 INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS-COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				NO STATUS: OTH- (POLY LIMITS) \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMITS \$
A	OTHER Professional Liability	EDN320961603	06/05/04	06/05/05	\$500,000 per claim \$500,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER County of Santa Cruz P.O.S.C.S. Attn: Bob Olson 979 17th Avenue Santa Cruz, CA 95062	ADDITIONAL INSURED: INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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Workers Compensation and Employers Liability
Insurance Policy Information Page

Preferred Employers
INSURANCE COMPANY

A Stock Insurance Company
Corporate Offices: San Diego , CA
Carrier Code: 10900

0532

Policy Number: WKN 103081-5

Renewal of : WKN 103081-4

1. The **Insured** Name & Mailing **Address:**

THACHER & THOMPSON ARCHITECTS, INC.
200 WASHINGTON
SUITE 201
SANTA CRUZ, CA 95060

SSN: 000-00-0000

Type of Entity: Corporation

2. Policy Period: This policy is effective from 08/13/04 to 08/13/05 12:01 A.M.

3. **Coverage:**

A. Workers Compensation Insurance: Part One on the policy applies to Workers Compensation Law of the state(s) listed here: California

B. Employers Liability Insurance : Part Two of the policy applies to work in each state listed in Item 3. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	each accident.
Bodily Injury by Disease	\$ 1,000,000	policy limit.
Bodily Injury by Disease	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
NONE

D. Endorsements and schedules included with this policy:
PEI101, PEI1044, PEI107, PEI110, PEI111, PEI119, PEI126, PEI127, PEI128, WC000420

4. Premium: The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.
See Classification and Rating **Schedule**

Minimum Premium: \$ 1,300

Total Estimated Policy Premium: \$ 8,256

Billing: Direct

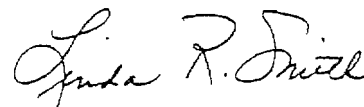
Premium Adjustment Period: Annual with 4 mo. check

Deposit Premium: \$2,478

Producer: VITALE INSURANCE AGENCY
4067 CORY STREET, SUITE # 1
SOQUEL, CA 95073

(831) 462 - 9222

Issue Date: 06/22/04 at SAN DIEGO , CA



Authorized Representative

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Please print or type

Name (See Specific Instructions on page 2.)

Thacher and Thompson Architects

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box:

☐

Individual/Sole proprietor

☒

Corporation

☐

Partnership

☐

Other

Address (number, street, and apt. or suite no.)

200 Washington Street, #201

City, state, and ZIP code

Santa Cruz, CA 95060

Requester's name and address (optional)

Taxpayer Identification Number (TIN)

List account number(s) here (optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

|||+|||+|||+|||

or

Employer identification number

94-2371336

For U.S. Payees Exempt From
Backup Withholding (See the
instructions on page 2.)

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature of
U.S. person

Edith Harper

Date

1/23/03

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part III instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.