SECONDARY EFFECTS
Administration Building
Campus Center
Student Services

Architect's Agreement

THIS AGREEMENT, made and entered into this 2nd day of December, 1988, by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, County of Santa Barbara, California, hereinafter referred to as the "District," and ARCHITECTS WEST, Jerry A. Zimmer, AIA, hereinafter referred to as the "Architect."

WITNESSETH: That WHEREAS, the District intends to develop and complete a community college campus intended eventually to serve an enrollment of approximately 10,000 full-time students;

AND WHEREAS, the Project description (hereinafter "Project") is:

SECONDARY EFFECTS

Administration Building / Campus Center / Student Services

AND WHEREAS, the Architect shall provide services by and under the direction of architects licensed by law to practice architecture in the State of California;

NOW, THEREFORE, the District and the Architect, for the consideration hereinafter named, agree as follows:

FIRST: The Architect agrees to perform professional services as hereinafter set forth; and

SECOND: The District agrees to pay the Architect a fee, together with such other payments and reimbursements as are hereinafter provided.

The parties hereto further agree to the following conditions:

ARTICLE I. SERVICES OF THE ARCHITECT

The Architect agrees to furnish all necessary professional services in connection with the design, construction documents, and construction observations of the Project, hereinafter enumerated:

A. General

(1) Attend all required consultations and conferences with authorized representatives of the District and the State, and/or local and county authorities having jurisdiction.

(2) The Architect will prepare schematic drawings incorporating the educational and functional requirements of the District and will prepare a Construction Cost Budget for the Project. The schematic drawings shall show in single-line drawings all areas incorporated in the Project.
(3) Furnish all structural, mechanical, electrical, acoustical, sanitary, and other specialized engineering or consulting services required for the on-site work for the Project, employing properly trained and competent consultants or licensed engineers who shall be acceptable both to the Architect and the District. Final reports, recommendations, working drawings and specifications shall bear the signature of said engineers in addition to the signature of the Architect, and shall become the property of the District.

(4) Determine with the soils engineer employed by the District the number, location and character of the soil tests and soil fertility tests to be made at the site and obtain a certified statement from the soils engineer that such soil tests conform to the Architect’s project specifications. The expense of such soil tests shall be paid by the District; provided that the Architect’s services in connection with such soil tests shall not constitute extra services and the Architect shall not receive additional compensation in connection therewith.

(5) The Architect is not required, unless this Agreement is specifically amended

(a) To do any work relating to asbestos or toxic substances removal.

B. Schematic Studies

(1) The Architect will prepare schematic drawings incorporating the educational and functional requirements of the District, and will prepare a Construction Cost Budget for the Project. The schematic drawings shall show in single-line drawings all areas incorporated in the Project.

(2) The District has established the Schematic Project Budget which shall be subject to revision upon mutual agreement of the Architect and the District as the scope of the work becomes known during design development.

C. Preliminary Studies

(1) Prepare preliminary drawings in accordance with the approved schematic drawings, to include plans, sections, elevations, outline specifications and construction cost estimates, all as may be required to indicate the general nature, arrangement and appearance of the Project and its probable cost (required by January 30, 1989).

The Architect shall furnish two complete sets of preliminary drawings to the District for approval; one set of which shall be returned to the Architect with corrections noted. Preliminary drawings required for presentation to all local, state, and/or federal agencies shall be paid for by the District.

(2) In case the estimates of cost indicate that the Project may exceed the cost of the Schematic Project Budget by more than the ENR Index Adjustment, as indicated in Article IV, the Architect agrees, if requested by the District, to revise the preliminary drawings and outline specifications necessary to bring the Construction Cost Estimate within the Schematic Project Budget.
D. Working Drawings and Specifications

(1) Prepare complete working drawings and complete specifications in such detail as may be required to obtain by competitive bidding a responsible bid equal to or less than the Architect’s Project Estimate. Said drawings and specifications shall be an amplification of the preliminary drawings and outline specifications approved by the District. All drawings and specifications are to be in compliance with applicable building codes, ordinances and other lawful regulatory authority, including but not limited to Title 21 and 24 of the California Administrative Code, and shall be developed in such form and condition (including any necessary revisions thereof) as will enable the Architect to secure for the District the required written approvals thereof by the Office of the State Architect and in such form and condition as will enable the District to comply with the requirements of and secure the required permits for the construction of the Project from any federal, state and local agencies having jurisdiction. All drawings and specifications are to conform to the "Standard Design" of the Energy Conservation Standards (Title 24, Part 2, Chapters 2-53).

(2) Before plans and specifications are submitted to the Office of the State Architect for approval, two sets of plans and specifications shall be submitted to and approved by the District. One copy will be returned to the Architect marked for desired corrections. When all required agency approvals have been obtained, one set of the plans and specifications shall be resubmitted to the District for final approval. It is understood and agreed that the final working drawings and specifications prepared by the Architect shall meet with the approval of the District.

(3) At the time of "preliminary approval" of the working drawings, the Architect shall furnish the District a Construction Cost Estimate for the Project including a breakdown of the costs by division of work and the cost per square foot, and such other cost breakdown as may be required by state agencies to qualify the District for state construction grants or to comply with state financial assistance requirements. If the Construction Cost Estimate exceeds the amount of the Architect’s Project Estimate beyond ENR Index Adjustment, as indicated in Article IV, and the District so directs, the Architect shall make such revisions to the working amount previously approved by the District. The revisions to reduce the cost shall be established by cooperative efforts of the District and the Architect to reduce the expense or scope of the Project. Such revisions shall be made at no additional cost to the District.

(4) File with the District a copy of all drainage, structural, mechanical, electrical, acoustical, and sanitary design calculations; these to be submitted prior to final District approval of working drawings.

E. Bidding and Contracting

(1) When drawings, specifications, and other contract documents are completed and approved by all governing agencies, the Architect shall present them to the District for final approval. The Architect shall, upon approval, assist in obtaining bids from qualified contractors and during the period of bidding, be available to interpret the drawings and specifications and to prepare
any addenda required before bids are received. The Architect shall administer
the distribution of drawings, specifications, and forms of proposals to bidders,
the care and safekeeping of deposits for drawings and specifications, and the
issuance of addenda to contracts during the time of bidding.

(2) After bids are received, the Architect shall assist in the
interpretation of bids received including the various alternates, if any. The
Architect shall aid in investigating the competency and responsibility of
the bidders and make to the District a recommendation of award of contract. The
Architect shall prepare bid tabulations and bid analysis as required by the
District.

(3) If required by the District, after competitive bids have been
received based on the working drawings and specifications, the total of the
lowest acceptable bid or bids exceeds the Architect’s Project Estimate by ten
percent (10%), the Architect shall revise said working drawings and specifica-
tions without additional cost to the District in such manner as will permit the
securing of new bids thereon which do not exceed the Architect’s Project Estimate.

F. Construction

The Architect agrees to observe the construction to completion for
the normal construction period and in so doing to comply with all requirements of
Title 21, California Administrative Code, with respect to such observation.

The Architect shall visit the site at intervals appropriate to the
stage of construction or as otherwise agreed by the District and the Architect in
writing to become generally familiar with the progress and quality of the Work
completed and to determine in general if the Work is being performed in a manner
indicating that the Work when completed will be in accordance with the Contract
Documents. However, the Architect shall not be required to make exhaustive or
continuous on-site inspections to check the quality or quantity of the Work. On
the basis of on-site observations as an architect, the Architect shall keep the
District informed of the progress and quality of the Work, and shall endeavor to
guard the Owner against defects and deficiencies in the Work.

The Architect shall not have control over or charge of and shall
not be responsible for construction means, methods, techniques, sequences or
procedures, or for safety precautions and programs in connection with the Work,
since these are solely the Contractor’s responsibility under the Contract for
Construction.

The observation by the Architect and his consultants shall be in
addition to the continuous personal inspection of the District Inspector and
shall include, but is not limited to, the following:

(1) Assist in obtaining necessary information for the preparation
of executed contract and bonds, and the breakdown of construction cost for
insurance valuation purposes.

(2) Aid in the selection of, and review of, full-time inspectors
as required by law; and provide technical direction to the inspectors during the
construction process.
(3) Check and approve schedules and shop drawings for compliance with design and submit one set of all approved shop drawings for the District’s file as the work progresses.

(4) Make visits to the site of the construction work as required by Section 33, sub. (f) to Title 21 of the California Administrative Code and assist both the Inspector and the Contractor by interpreting the working drawings and specifications. In this connection, furnish all details or incidental services necessary to the proper execution of the work, to include all large scale or full-sized drawings required to describe the work. The Architect shall complete these details and deliver them to the Contractor so as to prevent delay to the Contractor’s operations. Copies of all supplemental drawings shall be furnished to the District and shall, when required, bear the approval of the Office of the State Architect and other public agencies having jurisdiction.

(5) Prepare and submit such drawings and sketches as are needed to implement selection of colors, textures, and finishes for all materials in the Project for the District Representative to review. These shall be submitted in sufficient time to prevent delay in the work, in no case in less than thirty (30) days prior to the time work requiring such selections commences.

(6) Recommend, and approve any substitution of materials and products where requested or required by the terms of the specifications. All such substitution of items shall be recorded in the final as-built specifications to be submitted to the District.

(7) Review Contractor’s monthly request for payment, and issue a proper Certificate for Payment in accordance with a uniform method acceptable to the District, advising the District that to the best of the Architect’s knowledge, the Contractor’s request for payment is correct.

(8) Review all required material and process test reports and report to the Office of the State Architect, the Contractor, and the District any deficiencies as reflected by said reports in such material; direct the action of the Contractor in correcting such deficiencies.

(9) Review and transmit Inspector’s reports to the District; also prepare and submit reports to the Office of the State Architect as required by law.

(10) Keep records or construction progress and time schedules and direct the attention of the Contractor and District Representative to any deviations from the time schedule which will prevent completion within the contract period.

(11) Furnish to the Office of the State Architect copies of all drawings, specifications, and other necessary papers, except as provided in Article XIII, and make such reports to the Office of the State Architect as required.

(12) Review the District Inspector’s written reports to the District during the construction which state the problems arising during construction, the changes contemplated in the work as a result of the problems, and the progress of the work.
(13) Prepare and issue to the Contractor any Change Orders required during construction, check all items of cost occasioned by such Change Orders, and submit necessary changes in the work (which alter the function, quality, appearance or cost of the finished work) must have written approval of the District before the issuance of the Change Order. Copies of all Change Orders shall be sent to the District at the time of issuance and shall have prior preliminary approval if required by state agencies.

(14) During the period of construction, the Architect’s consultants shall cause to be made, upon agreement with and at the District’s expense, all respective tests and inspections necessary to secure the completion of various types of work falling under their division of work, and upon completion of the Project each consultant shall issue a letter countersigned by the Architect, stating that to the best of their knowledge, the work falling under their division has been performed in accordance with drawings and specifications and contract requirements. The proposed language of the letter requested of Architects or Architect’s Consultants shall be submitted to the Architect for review and approval at least fourteen (14) days prior to execution.

(15) Make final inspection upon completion of the Project (or at such time as may be reasonable) that of his own personal knowledge, all provisions of the contract drawings and specifications have been complied with.

(16) Furnish the District with copies of all drawings, specifications, correspondence and other necessary papers relating to the Project.

G. Guarantee Period

(1) Secure and transmit to the District the Contractor guarantees, instruction books, diagrams and charts required of the Contractor.

(2) Verify that the Inspector and/or the Contractor has prepared "as-built" drawings, which shall be a complete set of drawings, so marked as to show all changes from the original contract requirements and the locations of the several systems of concealed pipe work, conduit runs or other services embodied in the completed structure or on the site. The correctness of the said drawings shall be attested to by the Inspector and the Contractor, and coordinated by the Architect.

(3) At the completion of the lien period, approve the final Certificate for Payment to the Contractor.

(4) Prepare a final Project Statement of Construction Costs and Area, including computation of costs per square foot of buildings, on a form approved by the District’s Representative.

(5) Upon written request of the District, recommend and direct the Contractor to take such action as necessary to correct defects in workmanship and/or materials discovered after acceptance of the Project and prior to expiration of the guarantee period. This service shall be performed as part of the Architect’s regular services and without additional fee.
ARTICLE II. DUTIES OF THE DISTRICT

A. The District agrees to furnish the Architect the following services:

(1) Provide the Architect with a statement of the program and schedules for the Project and the scope of the work included for which drawings and specifications are contemplated.

(2) Furnish the Architect, upon request, with adequate soil tests, made by testing laboratory or a soils engineer qualified to make such tests.

(3) Do all things necessary to be done in conjunction with the required advertisement, receipt of bids, award of contracts, and the care and safekeeping of certified checks of bidders.

(4) Give thorough consideration to all sketches, estimates, working drawings, specifications, proposals, and other documents submitted, during each phase of plan development and to inform the Architect of decisions in writing as soon as reasonably possible so as not to interrupt or delay the work of the Architect.

(5) Pay all fees required by the Office of the State Architect and all other fees required to obtain a building permit or permits for the construction of the building.

(6) Furnish all inspection services required by law to be furnished by the District.

(7) Notify the Architect of the name of the District’s Representative, to act in behalf of the District.

(8) Issue all instructions to the Contractor through the Architect.

(9) During the Contractor’s guarantee period, to notify the Architect in writing of apparent deficiencies in material and workmanship.

B. It is understood and agreed that the District will furnish an Inspector (or Inspectors, as required) during the construction of the Project. The Inspector shall meet with the approval of the Office of the State Architect and shall be satisfactory to, responsible to, and under the direction of the Architect. Said Inspector shall act in accordance with policies of the District. The cost of employment of the Inspector shall be borne and paid directly by the District. Copies of all reports made to the Architect by the Inspector shall be forwarded to the District Representative. The Inspector shall submit directly to the District Representative, a report, satisfactory in form, covering each day’s operation of construction with a copy to the Architect.

ARTICLE III. EXTRA SERVICES

A. No extra service shall be rendered by the Architect under this Agreement unless such extra service shall first be authorized in writing by the District. The additional fee for any extra service shall be approved by the
District at the time that the extra services are required and prior to the performance of such extra services. Such fee shall be in addition to compensation specified in Article V. Payment for extra services and reimbursable expenses will be monthly as invoiced by the Architect.

B. Should the District direct the Architect to make measured drawings of existing buildings or complete schematic or preliminary drawings for future additions, the District shall pay for such additional preliminary work as may be agreed upon.

C. It is further understood and agreed that should any alterations or changes be required in working drawings and specifications which are not due to mistakes, omissions or oversights on the part of the Architect or his consultants after receiving bids except as notes under Article I, paragraph F(3), if bids are more than the Working Drawings Project Budget approved by the District, the Architect shall be compensated for extra work made necessary by said alterations and changes according to the work involved; such payments shall be made after the changes are approved by the state, county, or city authorities and by the District. Changes shall only be made on written order of the District. No additional compensation shall be allowed for any changes in drawings made necessary by reason of failure of the Architect, his consultants or employees, to properly prepare such drawings, or on account of the requirements of the Office of the State Architect or other governmental authorities having jurisdiction, except in those instances where new requirements are enacted after the drawings have been approved and accepted.

D. It is further agreed that the Architect will be paid for reimbursable expenses which are in addition to the compensation for the Architect (Article V) and include expenses incurred by the Architect and the Architect’s employees and consultants in the interest of the Project, as follows:

1. Expense of approved out-of-town transportation and long distance communication in connection with the project;

2. Expense of reproductions, postage and handling of drawings, specifications and other documents;

3. Expense of renderings, models and mock-ups requested by the District.

ARTICLE IV. ESTIMATED COST

A. Construction Cost Estimate shall mean the estimate of the current cost of construction of the Project and site improvements from plans and specifications prepared by or under the direction of the Architect. It shall exclude the cost of equipment furnished by the District, the cost of tests and surveys made at the District’s expense, the cost of architects, engineers and inspectors’ fees, the cost of checking fees and the cost of advertising. A Construction Cost Estimate is to be prepared by the Architect during the development of the plans for the approval of the District at or before the time of the District’s approval of each phase of plan development. The estimates will be subject to adjustment in accordance with the Cost Index as reported in the "Engineering News Record," as designated by the Department of Finance.
B. Schematic Project Estimate shall mean the construction cost estimate prepared by the Architect and approved by the District during the schematic phase of plan development, or revised by mutual consent of both parties.

C. Preliminary Project Estimate shall mean the construction cost estimate prepared by the Architect and approved by the District during the preliminary study phase of plan development.

D. Working Drawings Project Estimate shall mean the construction cost estimate prepared by the Architect and approved by the District during the working drawings phase of plan development.

E. The maximum Project Budget for the Project established by the District is $711,000 (ENR 4535). This figure shall serve as the Project Budget until, but only until, the District approves the Architect's estimate of cost based on a subsequent phase of plan development.

ARTICLE V. COMPENSATION FOR THE ARCHITECT

A. The District agrees to pay the Architect for full performance of architectural and consultant services contemplated under Article I of this Agreement, a fee billed hourly at hourly rates specified in Article VI, the total amount not to exceed ten percent (10%) of the construction cost, unless the scope of the work described in Article I increases.

B. The compensation provided for in this Article shall be compensation in full for all work contemplated or performed by the Architect under the terms of this Agreement, save and except where additional compensation is agreed upon between the Architect and the District, in writing, as provided for in Article III of this Agreement with regard to extra services.

ARTICLE VI. PAYMENTS

A. Payments for designated services, as identified and described in Article I or services included in Article III, shall be computed on the following hourly billing rates:

(1) Principal's time at the fixed rate of $65.00 per hour, Principal is Jerry A. Zimmer AIA.

(2) Project Architects' time at the fixed rate of $50.00 per hour, Project Architects are Lindsey Goodman and Paul Poirier.

(3) Draftsmen's time at the fixed rate of $35.00 per hour, Draftsmen are Jeff King and John Stewart.

(4) Office Assistant and Secretaries' time at the fixed rate of $22.50 per hour.

(5) Consultants' time will be billed at their normal billing rates.
(6) Reimbursable expenses, as described in Article III, shall be reimbursed at a multiple of 1.1 times the amounts expended by the Architect and the Architect's consultants in the interest of the Project.

B. Payments are due the Architect within forty-five (45) days from receipt of billing. The Architect will bill the District at such times as is convenient to the Architect but no more often than once a month. Payments due the Architect and unpaid under this Agreement shall bear interest from the date of payment at the rate of one percent (1%) per month.

C. If the scope of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitable adjusted, provided that the District shall have no financial obligation to the Architect unless and until the amount of additional compensation is first agreed to in writing.

D. If for any reason beyond the control of the Architect, the District's Anticipated Time Schedule is extended for more than twelve (12) months, then the amounts of compensation and billing rates may be equitably adjusted, provided that the District shall have no financial obligation to the Architect unless and until the amount of additional compensation is first agreed to in writing.

ARTICLE VII. TIME

A. The Architect understands and agrees that the time schedule for submission of the schematic drawings and working drawings and specifications are the essence of this Agreement. The Architect agrees to complete and deliver to the District all studies, drawings, and specifications on the dates indicated on the Anticipated Time Schedule agreed to and incorporated in the Project Planning Guide to be submitted February 1, 1989.

B. The Architect further agrees that he will prosecute this Contract with all reasonable diligence and continuous effort, performing his services at earlier dates than the above indicated time limits if at all practical, and that he will not delay this work in order to perform on other contracts accepted by him subsequent to the date of this contract.

C. The time during which the Architect is delayed in his work by the acts or neglect of the District, or its employees, or those under it by contract, or the authorities of the state, county and city having jurisdiction to which the drawings must be referred, or by Acts of God, strikes, lockouts, or civil commotion which the Architect could not reasonably have foreseen and provided for and delays which are not caused by, and the continuance of which is not due to any fault or negligence on the part of the Architect, shall be added to the time for completion of the plan phases before noted, but the District shall not be liable for any damages on account of such delay.

ARTICLE VIII. ABANDONMENT OR TERMINATION

A. At any time the District may suspend indefinitely or abandon the construction of the Project, or any part thereof, may require the Architect to
suspend the performance of his services, and may terminate this Agreement. There shall be due and payable within thirty (30) days after notice has been given to the Architect of said suspension or abandonment, or decision upon the part of the District to terminate or cancel the Agreement, a sum of money sufficient to increase the total amount paid to said Architect on the fee to an amount which shall bear the same proportion to the total fee as the amount of services performed or provided by the Architect prior to the time of such suspension or abandonment or termination of this Agreement shall bear to the entire services the Architect is required to perform or provide computed upon the basis of the latest Project Budget (Preliminary or Working Drawings) approved by the District at the time of such suspension, abandonment or termination, plus the amounts due the Architect for any extra services agreed upon in conformance with this Agreement.

B. For purposes of determining the ratio the services actually rendered bear to total services necessary for the full performance of this Agreement, the District’s Representative shall first consult with the Architect as to the stage of completion of his work and then shall make a fair and reasonable determination of what portion of the work is done; the decision of the District’s Representative on this issue is final.

C. It is understood and agreed that should the District determine that only a part of the work involved in the program is to be suspended indefinitely, abandoned or canceled, said Agreement shall be amended accordingly and provision shall be made for the abandoned or canceled portion as heretofore noted, and that such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the Project.

D. This Agreement may be terminated by either party upon thirty (30) days’ written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating the termination.

ARTICLE IX. REINSTATEMENT

Within six (6) months after any suspension, abandonment or termination as provided in Article VIII, the District thereafter should determine to complete the Project, or any portion thereof, the District shall have the privilege of requiring completion of drawings, specifications, and other documents in which case the Architect shall be paid by the District an amount representing the value of the additional services performed computed upon the basis of the schedule of compensation as contained in this Agreement.

ARTICLE X. ARCHITECT’S FAILURE TO PERFORM

If the Architect fails to perform or provide prompt, efficient and thorough service, or if the Architect fails to complete the work stipulated within the time limits provided, the District shall have the right to terminate or cancel the Agreement, take the Architect’s studies, preliminary drawings and working drawings, computations and specifications insofar as they are complete and acceptable to the District, and pay the Architect such equitable proportion of the total remuneration as the work actually done by the Architect at the time
of such discontinuance bears to the whole of the work required to be done by the Architect under the terms of this Agreement, less the amount of damages, if any, sustained by the District due to the breach of this Agreement by the Architect.

**ARTICLE XI. OWNERSHIP OF DRAWINGS**

A. Pursuant to Section 81108 of the California Education Code, all original tracings, architectural presentation drawings, final preliminary sketches, final working drawings and specifications, structural computations and estimates, and all reproducible copies of documents by the Architect under this Agreement shall be and shall remain the sole property of the District.

The Architect shall not permit reproductions to be made of the above documents without the expressed approval of the District.

B. The Contract Documents, required by the Office of the State Architect shall be provided by the Architect at the District’s expense and delivered to said agency by the Architect.

C. Upon completion of the work and before final payment, the Architect shall cross-reference the original tracings and specifications with executed Change Orders and Instruction Notices so that they will document the Project as built. If however, the District directs the Architect to revise the original tracings or specifications to reflect as-built conditions, the Architect shall be compensated for such extra services in conformance with Article III (A) hereof. Pursuant to Title 21, California Administrative Code, the Architect shall receive the approval of the Office of the State Architect for any such changes that may be required by the preceding sentence.

D. The District acknowledges that the Architect’s plans and specifications are instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the District upon completion of the work. The District agrees to hold harmless and indemnify the Architect against all damages, claims and losses arising out of any reuse of the plans and specifications without the authorization of the Architect.

**ARTICLE XII. DRAWINGS AND SPECIFICATIONS TO BE FURNISHED**

The District shall reimburse the Architect and the Architect’s consultants for all expense of reproductions.

**ARTICLE XIII. FINANCIAL INTEREST IN MATERIALS**

The Architect agrees to execute and to have all consultants or engineers employed on the work execute a declaration that they have no financial interest in the sale or use of any materials or equipment required for the Project. All specifications shall be written to permit open competitive bidding for all material and equipment.

**ARTICLE XIV. DISTRICT REPRESENTATIVE**

The District Representative shall be the District Business Manager or his designee, and he shall represent the District in all matters pertaining to the services to be rendered under this Agreement. All requirements of the
District pertaining to services to be rendered shall be given through the office of the District’s Representative. The District’s Representative shall cooperate with the Architect in all matters relative to this Agreement in such a manner as will result in the performance of the work without undue delay.

**ARTICLE XV. ARCHITECT AS INDEPENDENT CONTRACTOR**

When engaged in carrying out and complying with the terms and conditions of this Agreement, the Architect is an independent contractor and not an officer, employee or agent of the District.

**ARTICLE XVI. CHANGE IN NAME OR LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Architect’s legal entity, the Architect shall first notify the District’s Representative in order that proper steps may be taken to have the change reflected on the Agreement.

**ARTICLE XVII. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or it is not correctly stated, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

**ARTICLE XVIII. PERSONAL SERVICES**

The District, not being skilled in architectural services, relies upon the professional ability of the Architect, as a material inducement to enter into this Agreement. The Architect agrees to use all reasonable care and diligence to perform his services under this Agreement, it being understood that the acceptance of his work by the District shall not operate as a waiver or as a release of the Architect.

**ARTICLE XIX. ASSIGNMENT**

The Architect shall not assign or transfer by operation of law or otherwise any or all of his rights, burdens, duties, or obligations without the prior written consent of the District.

**ARTICLE XX. HOLD HARMLESS AGREEMENT**

A. The Architect agrees to and does hereby indemnify and hold harmless the District, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

1. Liability for damages for (a) death or bodily injury to persons, (b) injury to property, (c) design defects or (d) any other loss, damage or expense arising under either (a), (b), or (c) above, sustained by the Architect or any person, firm or corporation employed by the Architect upon or in connection with the sole negligent performance of work called for in this Agree-
ment except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and;

(2) Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the District, caused by any negligent act, default, or omission of the Architect or any person, firm or corporation employed by the Architect in connection with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property.

B. The Architect, at his own expense, shall pay for the cost of defense for suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on claims, hereinabove agreed to indemnify and shall pay or satisfy judgment that may be rendered against the District, its officers, agents, or employees, in a suit, or other proceedings as a result thereof.

ARTICLE XXI. INSURANCE

A. Public Liability

(1) The Architect shall at all times maintain such broad form comprehensive public liability insurance as will protect the Architect from the risks covered by Article XX, including contractual liability assumed under that Article but exclusive of conduct covered by Professional Liability Insurance, with an insurance carrier and in a form satisfactory to the District of not less than $1,000,000 combined single limits.

B. Professional Liability

The Architect shall at all times carry such professional liability insurance as will protect him from the effects of errors and omissions in the performance of his professional duties, in an amount of not less than $500,000.

C. Workers’ Compensation

The Architect shall at all times maintain Workers’ Compensation Insurance.

D. Equity in Drawings

The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in said drawings and specifications.

E. Certificates

(1) The Architect shall furnish certificates of insurance to the District that shall state that such insurance coverage shall:

(a) Cover contractual liability assumed under Article XX above.

(b) Liability insurance to be primary and noncontributive to any insurance procured by the District; and
(c) Not to be canceled, or coverage involving this contract materially reduced, without thirty (30) days' prior written notice to the District.

(2) The Architect agrees to permit the District to examine his original policies, should the District so request. Should the Architect at any time neglect or refuse to provide the insurance required herein, or should such insurance be canceled, the District shall have the right to procure same and the costs thereof shall be deducted from monies then due or thereafter to become due to the Architect.

ARTICLE XXII. AGREEMENT CONSTITUTES FULL CONTRACT

It is understood and agreed that this Agreement is and constitutes the full contract of employment between the parties unless amended by mutual agreement of the parties. The services of the Architect shall continue throughout the period of planning, drawing and specifications preparation, during the construction and through the guarantee period of the Project.

IN WITNESS WHEREOF, the Board of Trustees of the SANTA BARBARA COMMUNITY COLLEGE DISTRICT has caused this Agreement to be executed in its behalf by its duly authorized officers, and the Architect has executed the Agreement the day and year first above written.

ARCHITECTS WEST

By ____________________________
Jerry A. Zimmer, AIA

Date ____________________________

SANTA BARBARA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

By ____________________________
Assistant Secretary/Clerk
Charles L. Hanson, Business Manager

Date ____________________________