THIS AGREEMENT, made and entered into this Third day of August, 1973, by and between the SANTA BARBARA 
COMMUNITY COLLEGE DISTRICT, County of Santa Barbara, California, 
hereinafter called the "District", and JOHN ROBERT HENDERSON, 
ARCHITECT and WILLIAM BLUROCK & PARTNERS, ARCHITECTS, Associated 
Architects, hereinafter called the "Architect".

WITNESSETH: That WHEREAS, the District intends to develop 
and improve the physical plant and facilities of Santa Barbara 
City College:

AND WHEREAS, the District is in need of a Master Plan Study 
that will be a guide to the continued development of the existing 
campus, the integrated development of the proposed site acquisition, 
and will serve as a basis for funding requests under the Community 
College Construction Act of 1967; said Master Plan Study 
hereinafter called the "Project":

AND WHEREAS, the Architect shall provide services by and 
under the direction of architects licensed by law to practice 
arboriculture 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 professional services in connection with the Project, hereinafter enumerated:

A. Master Plan Booklet

Provide fifty (50) copies of a Master Plan Booklet that documents the Project. The Booklet will include information concerning:

1. The Existing Campus and the Proposed Site Acquisition. History, buildings, sites, environs, roads, walks, and utilities.

2. Community and College Philosophy. Present and future goals, including types of students, daily and yearly schedules, and services to be provided.

3. Programs. Graphic diagrams of present and future education programs, services, area allocations, and area needs.

4. Campus Planning and Community Involvement. Present and future scope, program area allocations, and area needs for off-campus and/or joint-use facilities.

5. Transportation. Transportation, traffic and parking studies related to campus and community use and facilities.

6a. Comprehensive Plans for:
   1. Buildings and sites
   2. Utilities
   3. Transportation and traffic
   4. Landscaping and street furniture
   5. Sign control and graphics

b. Building Character Studies:
   1. Example sketches of building character
   2. Building vocabulary and nomenclature studies


8. Financial Considerations. Physical facilities financial data for college and community, including sources and suggested costs.


B. Display Panels

Provide one set of display panels, approximately 40" x 40"
each, mounted with appropriate visual presentation material pertaining to the Project.

C. Color Transparencies

Provide one 35mm (millimeter) color photograph transparency of each of the above-indicated display panels.

D. Consultation

1. Consult with and advise persons designated by the District on matters pertaining to the Project.

2. Participate in the presentation of the Project to the District's Board of Trustees and to other designated agencies.

3. Submit evaluations of and recommendations for appointment of engineers and other professionals whose services are to be used for specific specialized activities pertaining to the Project; make recommendations regarding the scope and compensation for said services; and advise and coordinate the work of said engineers and other professionals. Examples of said specific specialized activities are engineering services in connection with the positioning and sizing of utility main systems, traffic engineering services in connection with traffic volume projections and sizing and alignments of roadways for proposed road systems, structural engineering evaluation of soil investigation and seismic reports, and landscape architect and civil engineering evaluations of proposed recommendations for erosion control. It is understood and agreed that said recommendations regarding scope and compensation shall be such that the sum total recommended compensation for all said services shall not exceed $10,000.

ARTICLE II. Duties of the District

The District agrees to furnish the Architect the following services:

A. Provide a statement of the District's programs and schedules. Provide all pertinent and available existing planning data. Provide all pertinent and available policy and procedure statements regarding such matters as on-campus parking and maintenance of buildings and grounds.

B. Furnish a photogrammetric survey of the existing and proposed sites, indicating the location of existing buildings, exterior grades, grades and lines of streets and pavements, and contours of the sites; also, furnish all maps and bounds of property lines, information regarding existing utilities, and title and deed restrictions of which records exist.
C. Furnish the Architect, upon request, with adequate soil tests, made by testing laboratories or soils engineers qualified to make such tests. Furnish all pertinent and available existing geological and seismic data.

D. Make arrangements for meetings necessary in connection with Article I, Paragraph D, Subparagraphs 1 and 2.

E. Give thorough consideration to all recommendations, sketches, proposed text, estimates, proposals, and other documents submitted by the Architect. Inform the Architect of decisions as soon as reasonably possible so as not to interrupt or delay the work of the Architect.

F. Appoint, contract for the services of, and pay all fees of engineers and other professionals apropos of Article I, Paragraph D3. Issue all instructions to said engineers and other professionals through the Architect.

G. Notify the Architect of the name of the District's Representative to act in behalf of the District.

H. Pay for the distribution of the 50 copies of the Master Plan Booklet indicated in Article I, Paragraph A.

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.

B. Should the District direct the Architect to make measured drawings of existing buildings or complete schematic or preliminary drawings for future buildings, building additions, or site work, the District shall pay for such additional preliminary work as may be agreed upon. The District does not obligate itself to employ the Architect to provide architectural services for future buildings, building additions or site work.

C. It is further understood and agreed that should any alterations or changes be required in the Project which are not due to mistakes, omissions or oversights on the part of the Architect or his consultants or employees, the Architect shall be compensated for extra work made necessary by said alterations and changes according to the work involved. Changes shall only be made on written order of the District.
D. All necessary traveling expenses incurred by the Architect in traveling to and from the Architect's offices to the Project building site and all traveling expenses incurred by the Architect for travel within the County of Santa Barbara shall be borne by the Architect, but when travel outside the County of Santa Barbara, other than to and from the Architect's offices and the District's facilities is required by the District, all necessary traveling expenses shall be paid by the District.

E. It is further understood and agreed that although the Project will provide much information useful in the preparation of environmental impact reports, submittals to the State Coastal Conservation Commission, and submittals to other regulatory bodies, the Project does not include the preparation nor presentation of said reports and submittals. Should the District direct the Architect to prepare or assist in the preparation of said reports or submittals, the District shall pay for such additional work as may be agreed upon.

F. Should the District direct the Architect to provide the District with additional copies of the Master Plan Booklet, over and above the 50 copies indicated in Article I, Paragraph A, the District shall reimburse the Architect at cost for the reproduction, handling and transportation of said additional copies.

ARTICLE IV. Estimated Cost

Suggested cost data provided as per Article I, Paragraph A8 will be given at the current cost of construction. Said cost data is for use by the District in preparing project budgets, and is not guaranteed by the Architect.

ARTICLE V. Compensation for the Architect

A. The District agrees to pay the Architect for full performance of services contemplated under Article I of this Agreement, as a fee:

1. A sum equal to two and one-half times Direct Personnel cost, including principals, and related payroll costs.
2. A sum equal to the reimbursable expenses paid by the Architect in the interest of the Project for the reproduction of the fifty (50) copies of the Master Plan Booklet indicated in Article I, Paragraph A, and for the printing on mylar, reduction and screen printing on mylar of base maps. The said expenses not to exceed the total sum of $2,000.

B. The total sum paid to the Architect in accordance with Sub-paragraphs VA1 and VA2 above shall not exceed $60,000.

C. 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 will be made monthly upon submission of invoices by the Architect setting forth appropriate charges. The invoices must show the Architect's taxpayer identification numbers in accordance with the requirements of the Internal Revenue Service.

B. Invoices for extra services shall be submitted monthly as said extra services are rendered and expenses incurred.

ARTICLE VII.  Time

A. The Architect and the District understand and agree that time is of the essence of this Agreement.

B. The Architect agrees to complete and deliver to the District through its District Representative all services indicated in Article I within six (6) calendar months after receipt of a written notice to proceed with such services; provided that the District timely furnishes all data stipulated in Article II which the Architect requires to proceed with such studies. It is further understood and agreed that the Architect will diligently attempt to have certain portions of the total services completed in time to be of use by the District in the preparation of the Preliminary Plan Packages for Site Acquisition and Site Development that must be submitted to the State on or about October 1, 1973, and the Ten-Year Plan that must be submitted to the State on or about November 1, 1973.

C. 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 practicable, 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.

D. 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, 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 services, but the District shall not be liable for any damages on account of such delay.

ARTICLE VIII.  Failure of District to Act

If the District does not act upon the submittals by the Architect there shall be due and payable to the Architect payments on the fee as set forth in Articles V and VI, plus the amounts, if any, still due to the Architect for extra work approved in conformity with this Agreement.
ARTICLE IX. Abandonment or Termination

A. At any time the District may suspend indefinitely or abandon 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 the 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, plus the amounts due the Architect for any extra services agreed upon in conformance with this Agreement.

B. It is understood and agreed that should the District determine that only a part of the work involved in the Project 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 herebefore noted, and that such abandonment or cancellation of a portion of the Project shall in no way void or invalidate this Agreement as it applies to any remaining portion of the Project.

ARTICLE X. Reinstatement

If after suspension, abandonment or termination as provided in Article IX, the District thereafter should determine to complete the Project, or any portion thereof, the District shall have the privilege of requiring completion of services; in which case the Architect shall be paid by the District an amount representing the value of the additional services performed.

ARTICLE XI. Architect's Failure to Perform

If the Architect fails to provide service within the time limits provided, the District shall have the right to terminate or cancel the Agreement, take the Architect's studies, drawings and computations and pay the Architect such equitable proportion of the total remuneration as the work actually done by the Architect under the terms of this Agreement.

ARTICLE XII. Ownership of Drawings

Pursuant to Section 15410 of the California Education Code,
all original tracings, architectural presentation drawings, final sketches, final drawings, final 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 express approval of the District.

ARTICLE XIII. Drawings and Specifications to be Furnished

A. The District shall order and pay for the reproduction of all final documents required for checking, approval, use by engineers and other professionals, and all other purposes, except as indicated in Article I and Article V.

B. The Architect shall, at his own expense, provide the necessary reproductions of the final documents for his own use.

ARTICLE XIV. Financial Interest in Materials

The Architect agrees to execute a declaration that he has no financial interest in the sale or use of any materials or equipment required for the implementation of the Project.

ARTICLE XV. District Representative

A District Representative shall be named by the District, 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 manner as will result in the performance of the work without undue delay.

ARTICLE XVI. Architect Independent Contractor

While 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 XVII. 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 XVIII. 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 XIX. Personal Services

The District, not being skilled in Master Planning 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.

John Robert Henderson, Architect, and William Blurock and Partners, Architects, are collectively and individually responsible to the District for the full performance of the total professional services required of the Architect as set forth in this Agreement.

ARTICLE XX. 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 XXI. Hold Harmless Agreement

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, or (c) any other loss, damage or expense arising under either (a) or (b) above, sustained by the Architect or any person, firm or corporation employed by the Architect upon or in connection with the Project indicated in this Agreement 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 District property.

ARTICLE XXII. 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 XXI, 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 personal injury (including death) and $100,000 property damage.

D. WORKMEN'S COMPENSATION:

The Architect shall at all times maintain Workmen's Compensation Insurance.

C. EQUITY IN DRAWINGS:

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

D. 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 XXI above.

(b) Public liability insurance to be primary and noncontributing 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 XXIII. 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 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.

JOHN ROBERT HENDERSON, ARCHITECT

BY __________________________

DATE August 3, 1973

WILLIAM BLUROCK & PARTNERS, ARCHITECTS

BY __________________________

DATE August 5, 1973

BOARD OF TRUSTEES OF THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT

BY __________________________

DATE __________________________