



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

A-37

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** County Executive Office  
**Department No.:** 990  
**For Agenda Of:** November 20, 2007  
**Placement:** Administrative  
**Estimated Tme:** NA  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** 4/5

07-01127  
1120-31

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**TO:** Board of Directors, Redevelopment Agency  
**FROM:** Department Michael Brown, Executive Director, Redevelopment Agency  
Director(s)  
Contact Info: Terri Maus-Nisich, Assistant County Executive Officer (x 3412) *meo*  
Jamie Goldstein, Deputy Director, Redevelopment Agency (x 8050)  
**SUBJECT:** Pardall Road Construction Document Contract Authorization **NOV 20 2007**

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**County Counsel Concurrence \***

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:** That the County of Santa Barbara Redevelopment Agency Board of Directors:

1. Approve and authorize the Chair to execute a \$559,900 contract (Attachment 2) with Roma Design Group, not a local consultant, to prepare construction documents for, and manage construction of, the Pardall Road Enhancement Project.
2. Approve the attached Budget Revision Request, BJE 2007075 (Attachment 3), moving \$162,800 from Agency Reserves into the Professional and Special Services budget object level in Fund 3100 – SB RDA. (4/5 vote required).

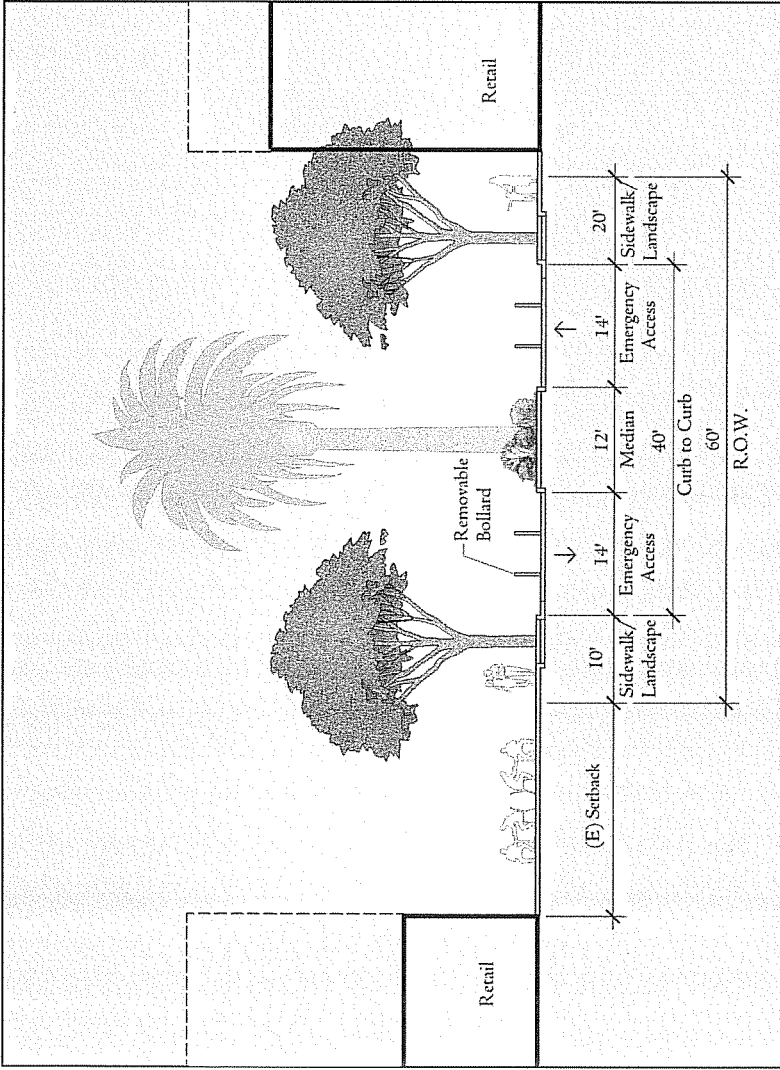
**Summary Text:** This item is on the agenda to consider approval of a contract with Roma Design Group to prepare construction documents and provide construction support for the Pardall Road Enhancement Project. Earlier this year, the Board approved the Isla Vista Master Plan. The Master Plan identified policy changes for Isla Vista and infrastructure improvement projects necessary for community revitalization.

One of these important infrastructure projects is the Pardall Road Enhancement Project. The proposed project design to this two-block stretch of roadway is intended to increase business viability and accessibility and was developed through a extensive public participation process. The process included a series of public workshops in Isla Vista and meetings with other County Departments including Public Works, Fire, and Sheriff, and the County Board of Architectural Review. Input from those meetings was used to develop the proposed design (Attachment 1), which includes:

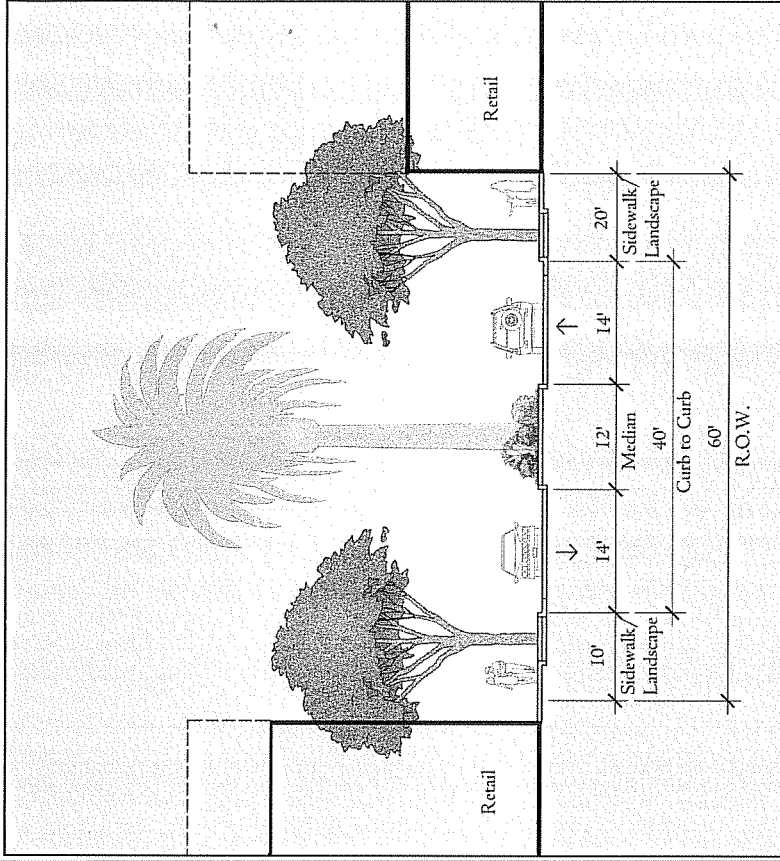
- Widening sidewalks on the north side of the street to 20 feet, and the south side to 12 feet,
- Installing more than 70 new street trees, pedestrian street-lighting, street furniture as part of a unified design,

**ATTACHMENT 1**  
**FINAL SCHEMATIC DESIGN**

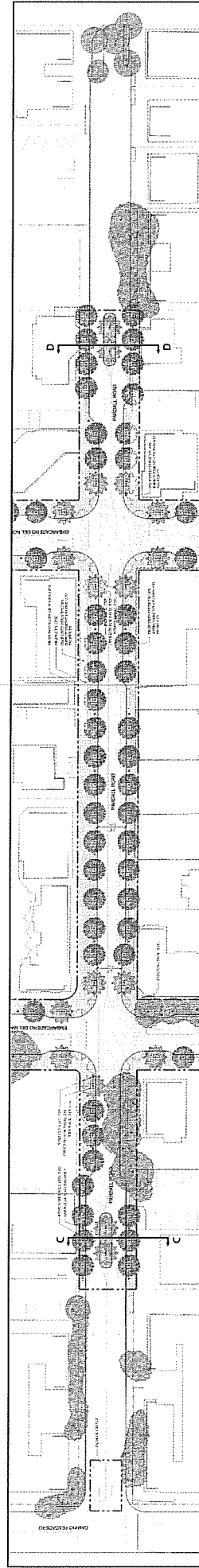
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CC: MEDIAN ISLAND WITH EMERGENCY ACCESS ONLY



DD: MEDIAN ISLAND WITH THROUGH ACCESS



PARDALL ROAD SECTIONS

# Pardall Road Preliminary Streetscape Design Plan

Prepared for Santa Barbara County Redevelopment Agency by ROMA Design Group in association with Nelson Nygaard and Penfield and Smith

**ATTACHMENT 2**  
**CONTRACT WITH ROMA DESIGN GROUP**

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## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** (hereafter Agreement) is made by and between the Santa Barbara County Redevelopment Agency, a public body corporate and politic (hereafter AGENCY) and ROMA Design Group, a California Corporation, having its principal place of business at 1527 Stockton Street, San Francisco, California 94133 (hereafter CONSULTANT) wherein CONSULTANT agrees to provide and AGENCY agrees to accept the services specified herein.

Whereas, on November 27, 1990, by Ordinance No. 3894, the Board of Supervisors of the County of Santa Barbara ("Board") adopted the Redevelopment Plan for the Isla Vista Redevelopment Project, and amended said Redevelopment Plan on December 7, 1999 by Ordinance No. 4382 ("Plan").

Whereas, the public improvements that are to be designed and/or redesigned pursuant to this Agreement, consisting of the renovation of Pardall Road involves improvements to sidewalks, curbs, gutters/storm drains, bike paths, street lights, and street trees (the "Project"), are all identified projects in the Redevelopment Plan's 'Public Improvements List'.

Whereas, on May 16, 2006 the Redevelopment Agency Board of Directors adopted an Implementation Plan setting forth proposed public projects within the project area including the Project

Whereas, the Project is consistent with the goals of the Redevelopment Plan and will facilitate the elimination of blight by improving pedestrian circulation in the Project Area and making the project area a more desirable place to locate businesses and residences.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Jamie Goldstein, Deputy Director of the Agency at phone number (805) 884-8050 is the representative of AGENCY and will administer this Agreement for and on behalf of AGENCY. Boris Dramov, President, at phone number (415) 616-9900 is the authorized representative for CONSULTANT. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To AGENCY:

Jamie Goldstein, Deputy Director  
Santa Barbara County Redevelopment Agency  
105 East Anapamu Street, Suite 406  
Santa Barbara, CA 93101

To CONSULTANT:

Boris Dramov, President  
ROMA Design Group  
1527 Stockton Street  
San Francisco, CA 94133

10. **RESPONSIBILITIES OF AGENCY.** AGENCY shall provide all information reasonably necessary by CONSULTANT in performing the services provided herein, and the CONSULTANT shall be entitled to rely on the accuracy and completeness thereof. AGENCY shall also provide for the timely review of submittals and provide direction at each stage of the process.

AGENCY will designate a Project Manager as the single point of contact for the project with responsibility over project management and with authority to make staff level decisions and provide direction to the CONSULTANT.

The AGENCY acknowledges that CONSULTANT's scope of services does not include any services related to asbestos or hazardous or toxic materials. At the sole discretion of AGENCY, AGENCY may conduct, or cause to be conducted, studies necessary to detect, handle, remove, abate, or dispose of any asbestos or hazardous or toxic substances, products or materials that may exist on, about or adjacent to the jobsite.

11. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the AGENCY shall own all documents, data and other work product of the CONSULTANT, except the CONSULTANT's notes and workpapers, which pertain to the work performed under this Agreement whether or not performance under this Agreement is completed or terminated prior to completion. The AGENCY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT, but any re-use of such documents by the AGENCY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the AGENCY. No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. CONSULTANT shall at its sole expense provide original documents to the COUNTY as stipulated in the scope of work (Exhibit A).

12. **RECORDS, AUDIT AND REVIEW.** CONSULTANT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. AGENCY shall have the right to audit and review all such documents and records at any time during CONSULTANT's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONSULTANT shall agree to the indemnification provisions of EXHIBIT C and to procure and maintain insurance in accordance with the provisions of EXHIBIT C, attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** AGENCY hereby notifies CONSULTANT that Santa Barbara County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONSULTANT agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONSULTANT understands that this is not an exclusive Agreement and that AGENCY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONSULTANT as the AGENCY desires.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to AGENCY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIMELINESS OF PERFORMANCE AND SCHEDULE.** Prior to issuing the Notice to Proceed and initiating work under this agreement, the CONSULTANT and AGENCY will develop a mutually agreed-to work program with schedule of deliverables and associated fees for preparation of Construction Documents (Task 1). Such a schedule shall be incorporated into this contract by reference.

The CONSULTANT acknowledges the importance of the mutually agreed-to work program with schedule of deliverables and agrees to put forth reasonable efforts in performing the services required under this Agreement in a manner consistent with that timeline. The AGENCY understands, however, that the CONSULTANT's performance must be governed by sound professional practices.

22. **NO WAIVER OF DEFAULT.** No delay or omission of AGENCY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to AGENCY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of AGENCY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONSULTANT shall, at his sole cost and expense, comply with all applicable AGENCY, Santa Barbara County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONSULTANT in any action or proceeding against CONSULTANT, whether AGENCY be a party thereto or not, that CONSULTANT has violated any such ordinance or statute, shall be conclusive of that fact as between CONSULTANT and AGENCY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

Agreement for Professional Services between the **Santa Barbara County Redevelopment Agency** and **ROMA Design Group**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by AGENCY.

SANTA BARBARA COUNTY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Chair, Board of Directors

Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD  
AGENCY SECRETARY AND  
EXECUTIVE DIRECTOR

CONSULTANT  
ROMA DESIGN GROUP

By: \_\_\_\_\_  
Deputy

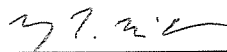
By: \_\_\_\_\_  
Boris Dramov, President

Federal Tax ID Number: 94-1491043

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL AND  
AGENCY COUNSEL

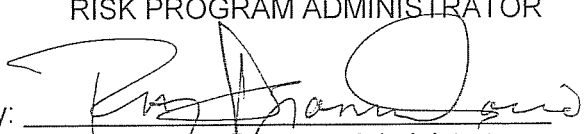
APPROVED AS TO ACCOUNTING FORM:

ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER  
AGENCY TREASURER

By:   
Deputy Counsel

By:   
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By:   
Risk Program Administrator



**EXHIBIT A**  
**STATEMENT OF WORK**

**EXHIBIT A  
STATEMENT OF WORK**

**PARDALL ROAD ENHANCEMENT PROJECT**

**FINAL DESIGN**

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The Scope of Work involves the preparation of final design and construction documentation for the enhancement of Pardall Road, a three-block commercial street in Isla Vista California. **The Scope of Work is based on the approved Design Concept as shown in Attachment 1. Significant changes to the Design Concept may result in revisions to the Scope of Work, extension of the project schedule and an increase in the budget. Any changes must be mutually agreed to in writing between the Agency and ROMA.** The limits of work, also as shown in Attachment 1, include the public right-of-way of Pardall Road between Embarcadero del Mar and Embarcadero del Norte, and a portion of the blocks to the east and west of both streets. In addition, the limits of work will include the removal of the existing landscaped island within the Pardall Road right-of-way just east of the intersection of Camino Pescadero and Pardall Road.

As shown on Attachment 1, two additional sidewalk areas beyond the public right-of-way and on private property are included within the scope of work. These areas total approximately 1,600 square feet and include the sidewalk frontage between the public right-of-way and the building face of the property located on the northwest corner of Pardall Road and Embarcadero del Norte, and the sidewalk along the frontage of the property on the southeast corner of the same intersection. Prior to commencing work on these portions of the project, the Agency will enter into an appropriate agreement with the corresponding property owners to gain permission for access and construction on these private properties.

ROMA Design Group (ROMA) will contract directly with the Santa Barbara County Redevelopment Agency (the Agency) and act as the Landscape Architect of record for the project, responsible for landscape design and project coordination. ROMA will subcontract with a civil engineer for the design of the roadway and its intersection to meet traffic and safety requirements; the modification of existing underground utilities to conform to the new street design; grading, storm drainage, striping, signage and signalization. ROMA will also subcontract with an electrical engineer, lighting consultant, and irrigation consultant for these components of the project.

This scope of work is based on the Preliminary Design package dated June 1, 2007, which has been reviewed and approved by the Agency, and other applicable County departments. The Preliminary Design package is to be used by the County for the permitting process, and will be submitted to the Board of Supervisors for their approval. If there are substantial changes to the Preliminary Design, the Scope of Work and the fee for the services described herein will need to be revised to the mutual agreement of both parties.

## **BASIC SERVICES**

### **Task 1: Construction Documents**

On the basis of the approved Preliminary Design, ROMA will prepare construction documents, including drawings and technical specifications, for the project area. Progress sets will be provided

- *Specifications:* Technical specifications for all improvements. The Agency or others shall furnish the Standard Bid forms and General Conditions sections of the specifications.
- *Construction Budget Estimate:* Engineer's opinion of probable construction costs, including estimated quantities and unit prices in a format that corresponds with the County's standard bid form.
- *Street Tree Coordination Meeting:* ROMA will be available for one additional meeting with the PAC Street Tree Subcommittee to refine the selection of a Pardall Road street tree species.

Deliverables: 65% and 95% Final Design Packages and Final Bid Package submitted following Caltrans Standard Processes as shown in the State of California, Department of Transportation (Caltrans) Ready-To-List and Construction Contract Award Guide (RTL Guide) in electronic PDF format and five hard copies.

Summary of Submittal Procedures: County Public Works requires the 65% submittal to be actual 100% design with complete construction details and estimate. An independent in house review of this submittal shall be completed prior to submittal to County. Public Works will then review the plans and estimate and provide written comments back to consultant for consideration/written response. The 95% submittal shall include the Technical Specification (Sections 8, 9 & 10) written in Caltrans format or in standard CSI format specifications appropriately cross-referenced back to Caltrans format where required (Public Works to provide MS Word macro). Public Works will incorporate the 100% submittal of the Technical Specification (Sections 8, 9 & 10) with cross-referenced CSI format specifications, into the County boiler plate and return a hardcopy/PDF to Consultant to review complete package for conflicts. The submittal shall include 65% and 95% Construction Budget Estimates including Engineer's documented quantity take-offs and unit prices.

Public Works will review each of the submittals for completeness prior to submission to ROMA. If the submittal is incomplete, no action will begin until a full submittal has been received.

65% Submittals (100% Plans, Details & Estimate) shall include:

- Internal independent QA/QC completed prior to submittal to Public Works
- Drafting complete in Santa Barbara County Public Works ACAD Standards (Hard copy (3-11"x17") & electronic ACAD/PDF/Excel files)

95% Submittals (Modified 65% Plans (hard copy 3-11"x17" & electronic ACAD/PDF files) & Estimate (Caltrans contract item numbers), Specifications-electronic MS Word)

- Documented response to Public Works written comments
- Specifications shall follow Caltrans Standard SSP's (Technical Spec's-Sections 8, 9 & 10) or standard CSI format appropriately cross-referenced back to Caltrans Sections 8,9 & 10 where required
- Special Provisions shall follow Caltrans style format – Strike & Hide (red), Modifications (Blue underlined) & Initials directly above modifications with date/justification comment
- Quantity calculations (backup information along with any documented assumptions)

100% (Final modifications to 95% PS&E, per County review comments)

- Electronic ACAD/PDF files

during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Agency has not retained the ROMA to make detailed inspections or to provide exhaustive or continuous project review and observation services.

- In the provision of construction support services, the Agency acknowledges that ROMA will not guarantee the performance of, and will have no responsibility for the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. ROMA will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work. ROMA will not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Construction Documents nor for the review of the Contractor's application for payment nor assess the progress of the work to determine whether payment should be made. ROMA will also not be responsible for negotiating change orders.

### **ADDITIONAL SERVICES**

Additional services shall only be provided if the terms for such services are mutually agreed upon by both the Agency and ROMA. The Agency shall issue a request for such services and ROMA will provide the Agency with a proposal describing the scope of work, schedule and a fixed fee estimate of labor and direct costs. The Agency will authorize ROMA to proceed with additional services through a contract amendment or a work order. Additional services could include, but are not limited to the following:

- Preparation of bid alternates, such as add or deduct alternates, fast track construction documentation requiring more than one set of bid documents.
- Preparation of record drawings, based on Contractor or Construction Manager-prepared redlined drawings.
- Public presentations, hearings, community workshops and meetings not described in the Basic Services.
- The design of any new underground utilities beyond the realignment or reconfiguration of existing utilities to conform with the street design.
- Coordinate with utility companies.
- Design and Documentation of Areas Outside of the Limits of Work including the remaining segments of Pardall Road extending westward to Camino Pescadero and the University of California from the mid-blocks.
- Any additional submittals beyond those described in the scope of services.

### **AGENCY RESPONSIBILITIES**

In undertaking the work, ROMA will rely upon the Agency for the following:

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

A. For CONSULTANT services to be rendered under this contract, CONSULTANT shall be paid a total contract amount, including cost reimbursements, not to exceed **\$560,000.** \_

B. Payment for services and /or reimbursement of costs shall be made upon CONSULTANT's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by AGENCY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

C. Monthly, CONSULTANT shall submit to the AGENCY DESIGNATED REPRESENTATIVE an invoice or certified claim on the AGENCY Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. AGENCY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. AGENCY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. AGENCY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of AGENCY's right to require CONSULTANT to correct such work or billings or seek any other legal remedy.

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONSULTANT submits a written statement to the AGENCY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONSULTANT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONSULTANT in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between AGENCY and CONSULTANT. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONSULTANT pursuant to CONSULTANT's activities hereunder. CONSULTANTS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. AGENCY, COUNTY, their officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the AGENCY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the AGENCY or COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONSULTANT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the AGENCY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONSULTANT's professional staff with a combined single limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that AGENCY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on 'claims-made' form, the CONSULTANT is required to maintain such coverage for a minimum of three (3) years (ten (10) years for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONSULTANT shall submit to the office of the designated AGENCY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. AGENCY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by AGENCY or acceptance of the certificate of insurance by AGENCY shall not relieve or decrease the extent to which the CONSULTANT may be held responsible for payment of damages resulting from CONSULTANT'S services of operation

**ATTACHMENT 3**  
**BUDGET REVISION REQUEST**

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