



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

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

Department Name: Public Works  
Department No.: 054  
For Agenda Of: 11/14/2006  
Placement: Administrative  
Estimate Time:  
Continued Item: NO  
If Yes, date from:  
Vote Required: Majority

**TO:** Board of Supervisors  
**FROM:** Department Director(s) Phillip M. Demery, Public Works Director, 568-3010  
Contact Info: Scott D. McGolpin, Deputy Director, Transportation, 568-3064  
**SUBJECT: Preliminary Design for the Summerland Circulation & Parking Improvements,  
First Supervisorial District, County Project No. 862256**

**County Counsel Concurrence:**

As to form:  Yes  No  N/A

**Auditor-Controller Concurrence:**

As to form:  Yes  No  N/A

**Other Concurrence:** Risk Management

As to form:  Yes  No  N/A

**Recommended Action(s):**

That the Board of Supervisors:

- A. Authorize the Chair to execute an agreement with Willdan (not a local vendor), Ventura, California, for preliminary design for the Summerland Circulation & Parking Improvements, First Supervisorial District, County Project No. 862256 at a total cost of \$132,250.00; and
- B. Authorize the Director of Public Works to approve amendments to the agreement for supplemental work up to \$13,225.00

**Summary:**

In compliance with Federal requirements, the County released a Request for Proposal (RFP) to sixteen qualified firms. An evaluations committee from the County Public Works Department evaluated the two proposals submitted based on a predetermined evaluation criterion. Following the evaluation and scoring, the committee ranked Willdan as the most qualified firm and recommended that this firm be selected to perform the preliminary design for this project. The project limits are along Lillie Avenue and Ortega Hill Road from Ortega Ridge Road easterly to Greenwell Avenue in Summerland.

Staff has completed negotiations with Willdan and reached an agreement regarding the project scope of work, cost and contract terms. The contract cost and scope before your Board today includes preliminary design services, referred to as Phase I. Upon satisfactory completion of Phase I services by

Preliminary **Design for the Summerland Circulation & Parking Improvements,  
First Supervisorial District, County Project No. 862256**

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Willdan, staff will negotiate with Willdan for Phase II services which will include preparation of final design plans, specifications and estimates.

The Scope of work includes project management, team leadership, quality control, community outreach/public relations, geometric approval plan drawings, landscaping/irrigation/lighting materials selection process, hydraulic analysis, preliminary design – roadway, and landscaping/irrigation/lighting plan.

The amount of the contract is sufficient to cover the completion of Phase I service and deliverables that are specifically identified in the contract scope of work. However, it is possible that unanticipated tasks will arise that are beyond the current scope of work. Staff recommends that the Director of Public Works be given the authority to approve contract budget amendments for supplemental work that are beyond the scope of the proposed contract. The sum total cost of any amendments is limited to \$13,225. Your Boards approval of this recommendation would expedite contract amendments.



**Photo: Existing infrastructure along Lillie Avenue through the Community of Summerland**

**Background:**

This agreement initiates the preliminary design of the Summerland Circulation & Parking Improvement project. This design proposes to improve amenities for automobiles, bicycles and pedestrians as documented in a January 2001 Report which the Public Works and Planning & Development departments worked with the community to develop consensus, balancing the desires of local residents and businesses.

Preliminary **Design for the Summerland Circulation & Parking Improvements,  
First Supervisorial District, County Project No. 862256**

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This conceptual plan includes improvements such as curb, gutter and sidewalk construction configured to provide sidewalks of various widths, angled or parallel parking and bike lanes along the project limits. The report documented community support for sidewalks as wide as ten feet in locations where sufficient right-of-way exists. In areas where right-of way is limited, parallel parking will be constructed and sidewalk widths will be limited to a maximum width of five feet.

**Fiscal and Facilities Impacts:**

Budgeted:  Yes     No

**Fiscal Analysis:**

| <u>Funding Sources</u> | <u>Current FY Cost:</u> | <u>Annualized<br/>On-going Cost:</u> | <u>Total One-Time<br/>Project Cost</u> |
|------------------------|-------------------------|--------------------------------------|--|
| General Fund           |                         |                                      |  |
| State (STIP)           | \$ 145,475.00           |                                      |  |
| Federal                |                         |                                      |  |
| Fees                   |                         |                                      |  |
| Other:                 |                         |                                      |  |
| Total                  | \$ 145,475.00           | \$ -                                 | \$ -                                   |

Narrative:

The State Transportation Improvement Program (STIP) will fund 100% of this agreement. The work of this contract has been budgeted in Department 054, Fund 0015, Program 2050, Organization unit 0014, and Account 7460.

**Staffing Impact(s):**

|                         |              |
|-------------------------|--------------|
| <u>Legal Positions:</u> | <u>FTEs:</u> |
| 0                       | 0            |

**Special Instructions:**

Please forward a certified minute order approving this action to Beverly Cross in the Public Works Department Engineering Section.

**Attachments:**

Agreement For Services of Independent Contractor

**Authored by:** Ron Bensel, Civil Engineer, 568-3311

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and WILLDAN having its principal place of business at 374 Poli Street, Suite 101, Ventura CA 93001-2605 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Ron V. Bensel at phone number (805) 568-3311 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Roxanne Hughes at phone number (805) 653-2210 is the authorized representative for CONTRACTOR. 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 COUNTY: Ron V. Bensel  
County of Santa Barbara  
Department of Public Works  
123 East Anapamu Street  
Santa Barbara, CA 93101

To CONTRACTOR: Roxanne Hughes  
WILLDAN  
374 Poli Street, Suite 101  
Ventura CA, 93001-2605

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on November 14, 2006 and end performance upon completion, but no later than February 1, 2007 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee,

including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'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. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that 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 CONTRACTOR agrees to comply with said ordinance.

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

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY 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. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

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

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.** CONTRACTOR shall, at his sole cost and expense, comply with all 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 CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

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.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any

other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.



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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and WILLDAN.

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

COUNTY OF SANTA BARBARA

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

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR WILLDAN  
JOHN F. KNIPE  
Vice Principal

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

By: \_\_\_\_\_  
SocSec or TaxID Number: 95-2295858

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

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

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

**EXHIBIT A**

**STATEMENT OF WORK**

**SUMMERLAND CIRCULATION & PARKING IMPROVEMENTS  
COUNTY OF SANTA BARBARA AGREEMENT WITH WILLDAN  
PRELIMINARY DESIGN SERVICES AS DESCRIBED IN THE FOLLOWING PAGES OF THIS EXHIBIT**

**ATTACHMENT A-1 SCOPE OF WORK**

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## EXHIBIT B

### PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

SUMMERLAND CIRCULATION & PARKING IMPROVEMENTS

COUNTY OF SANTA BARBARA AGREEMENT WITH WILLDAN

PRELIMINARY DESIGN SERVICES AS DESCRIBED IN THE FOLLOWING PAGES OF THIS EXHIBIT

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **132,250.00**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. 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, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY 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. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in

Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY 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 CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS 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. COUNTY, its 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 COUNTY.

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 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 CONTRACTOR 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 COUNTY 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 CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY 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 a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY 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 COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D  
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY  
FOR GOODS AND SERVICES**

**---- INTENTIONALLY OMITTED ----**

**REMOVED  
March 1, 2004**

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**

SUMMERLAND PARKING & CIRCULATION  
**WORK PLAN**

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**Phase I : Preliminary Design**

**Task 1 – Project Management & Team Leadership & Quality Control**

Given the aggressive project schedule required to meet the federal funding timeline, excellence in project management, team leadership and quality control will be essential to the success of this project. Willdan's management team is dedicated to the principles of technical excellence and professional quality. Members of the firm consistently strive to apply the strength and experience of the entire Willdan organization to achieve the most practical and cost-effective approach to each project. Willdan maintains the highest professional quality work standards while attaining its goals of completing projects on time and within budget through proven techniques of comprehensive project management.

Willdan's quality assurance program consists of several components, which serve as a basis for the conduct of our professional services. These include:

- ❖ Pursue work in areas compatible with our experience and staff capabilities;
- ❖ Hire and maintain quality staff;
- ❖ Provide training to keep our staff up-to-date in their professional and technical fields;
- ❖ Assign experienced project managers to each assignment;
- ❖ Provide project overview and quality assurance through senior staff members;
- ❖ Enhance our internal capabilities with outside consultants having specialized experience and capabilities; and
- ❖ Emphasize service to the client as a primary goal on each project.

True to form, the Willdan Project Team described above was established through implementation of these QAP basics. The Project Director will be the point of contact for County staff and will coordinate flow of information to team members for appropriate and timely action. The Willdan team will coordinate and conduct all required meetings including preparation and distribution of agendas, task lists and meeting minutes. All project deliverables will undergo quality assurance review and approval by supervisory team members prior to submittal to the County.

A project kick-off meeting will be scheduled immediately upon receipt of notice to proceed. This initial meeting will mark the formation of the Project Development Team (PDT) and exchange of project information and ideas. The Willdan team will work with County staff to prepare a required attendance roster for distribution of the kick-off meeting agenda.

If special needs arise which are beyond those already identified in our scope of work, we can quickly call upon Willdan's extensive company resources to provide specialized technical assistance as necessary to successfully meet the County of Santa Barbara's



needs and time schedule.

*Deliverables: Kick-Off PDT Meeting (Agenda & Minutes), Formation of PDT (Team Roster with contact info)*

## **Task 2 – Preliminary Coordination/Data Gathering**

The Kick-Off meeting will serve as the primary scoping meeting and information exchange. All available survey data, conceptual drawings, soils, existing improvement plans, hydrology and hydraulics, and improvement plans and project reports for the adjacent roadway improvements between Evans Road and the US101 northbound On-ramp should be furnished to the Willdan team at or before this meeting.

The Willdan team will be presenting reservations regarding identified pedestrian and bicycle safety issues related to the current conceptual streetscape master plan for discussion. Traffic calming alternatives will be presented that emphasize safety while still providing enhanced circulation and access through the project zone.

A utility notice will be prepared and issued immediately following the project kick-off meeting to facilitate gathering of necessary data on existing or proposed utilities in the project vicinity.

The available information will be incorporated into a base plan for use as the basis for both roadway and landscape/irrigation/lighting design drawings. Both the civil design team and the landscape architectural design team will conduct an initial review of the base plan provided by the County and submit a request for additional survey requirements. A review of required permitting will be also be conducted during this phase of work so that application processes can proceed as early as possible.

The 2006 Conceptual Streetscape Master Plan prepared by Pacific Coast Land Design shall remain unchanged and be utilized as an exhibit for the initial workshop and presented as a beginning point “where we left off at” with this project. It will be also be overlaid onto the survey base plan and modified per PDT input to create additional exhibits for the initial public workshop.

*Deliverables: Initial Utility Notice; Base Plan; List of required or potentially required Permits*

## **Task 3 – Community Outreach/Public Relations**

The Summerland community is enthusiastic to be included in the design process. The Willdan team proposes to conduct 3 workshops with written updates in the community newsletters for each as part of a plan to develop broad community consensus for a design that is consistent with available funding. The purpose of these meetings will be to present the conceptual streetscape master plan, document and address the concerns of the community, and resolve conflicts to allow adequate community input

into the amicable final design. All workshops will be conducted with a primary focus of education and information gathering. All exhibits, presentations and handout materials will be submitted for County review and approval prior to use in the workshops. The anticipated Work Shops for this phase of design are as follows:

1. Information Gathering (11/28/06) -Present Concept with alternatives, initiate survey
2. Utilization of Community Input (12/20/06) - Survey results, Materials presentation
3. Preliminary Design (1/31/07) - Presentation of 35% Design

The 2006 Conceptual Streetscape Master Plan prepared by Pacific Coast Land Design shall remain unchanged and be utilized as an exhibit for the initial workshop and presented as a beginning point "where we left off at" with this project. Willdan will utilize this plan with modifications per PDT input to create additional exhibits for the initial public workshop. The workshop will include presentation of the 2006 Conceptual Streetscape Master Plan, as based on the approved 2001 Summerland Parking & Circulation Conceptual Plan prepared by Penfield & Smith, along with alternative solutions incorporating input from the project kickoff meeting with the PDT. The Willdan team will educate the community on traffic calming aspects, budget limitations, ongoing maintenance requirements, etc. A survey form will be designed and distributed to allow the community members to indicate their preference on major decision factors, such as how to phase construction or what which traffic calming alternatives to implement, etc.

The survey forms will be returned to Willdan before or at the second workshop, at which time the results will be tallied and foundational design options will be selected. In addition, the landscaping/irrigation/lighting materials selections will be presented at this second workshop.

The third workshop will include a presentation of the 35% design. The design will be communicated using a special exhibit similar to the 2006 Conceptual Streetscape Master Plan that effectively communicates the design basis to laypersons without the use of the actual engineering drawings. Key design considerations will be discussed and community commentary requested.

In addition to private citizen involvement, it is understood that there are at least four formal groups that need to be included in the public workshops: Summerland Business Association, Summerland Beautiful, Santa Barbara Bicycle Coalition, and Summerland Citizen Association. After each workshop, the Willdan team will draft a newsletter article for distribution to each of these groups for publication and distribution by their respective boards.

*Deliverables: Conduct 3 Public Workshops, Community Survey, 3 follow up newsletter articles addressing community concerns and proposed solutions*

#### **Task 4 – Geometric Approval Plan Drawings**

Subsequent to the initial information gathering project kickoff meeting and public workshops; the Willdan team will finalize a recommended geometric layout for civil improvements along Lillie Avenue and Ortega Hill Road. The Geometric Approval Drawings (GAD) will form the basis of the 35% plans, specifications and engineer's construction cost estimate (PS&E) and Preliminary Project Report. At this time, the conceptual streetscape master plan will be converted into a workable design solution founded on transportation engineering and civil design expertise. The GAD will be in Caltrans format, prepared utilizing the County drafting standards, and will include typical sections at key locations throughout the project limits, overall layout, profile and superelevations.

*Deliverables: Geometric Approval Drawings (attachment to Project Report)*

#### **Task 5 – Landscaping/Irrigation/Lighting Materials Selection Process**

The landscape architectural design drawings will include detailed materials specifications for all decorative street lighting, planting and irrigation through out the project limits. The selected materials will be submitted to the County in booklet form for review and approval around the time of the initial public workshop. Approved draft materials selections will then be presented to the community on a sample board at the second public workshop (per Task 3 above) for commentary. An updated material submittal will be provided to the County should selections be changed based on community input. Details produced during this task will be incorporated into the landscape/lighting/irrigation PS&E described below in tasks 7 and 11 and discussed in the Project Report.

*Deliverables: Approved Landscape/Irrigation/Lighting Materials Sample Board*

#### **Task 6 – Hydraulic Analysis (Q10)**

A hydraulic analysis will be conducted to evaluate whether existing culverts/inlets can convey runoff from a 10-year storm. This task includes conducting a hydrologic study to determine the Q10 through subarea drainages and hydraulic analysis of existing inlets and culverts through out the project. All H&H analysis will be prepared utilizing the County Flood Control Design Standards. Roadway design will be based upon the conclusions in this analysis to ensure the conveyance of runoff during a 10-year storm.

*Deliverables: Q10 Hydrology and Hydraulics Report*

### **Task 7 – Preliminary Design – 35% PS&E – Roadway**

Based on the County provided survey supplemented with field work, record drawings, utility information, and community input, Willdan will prepare a complete set of PS&E to be united with the Landscaping/Irrigation/Lighting Plan as designed by Willdan's Landscape Architect. The PS&E will include plans, specifications, and preliminary estimate at the 35% benchmark. This package will undergo Willdan's strict in-house Quality Control process before being delivered County Review. A complete Project Report (35% Plan Phase) will be generated in County format, including the GAD, in a Caltrans format using English units. The Project Report will be prepared in accordance with the outline provided in Attachment 5 to the County's RFP. The project report and PS&E will be formatted to support two construction phases, based on community preference as obtained during workshops 1 and 2. In order to expedite the review process and keep the project on schedule, the Willdan team will present the 35% PS&E to the PDT.

*Deliverables: Comprehensive Project Report with 35% PS&E for Roadway Design; PDT Submittal Meeting*

### **Task 8 – Landscaping/Irrigation/Lighting Plan – 35% PS&E**

The landscape architectural design drawings will proceed concurrently with the GADs through close coordination between the architectural and civil design project team members. The 35% Highway Planting plans (HP) will be in Caltrans format and will include a plant list, planting plan, irrigation plan and lighting plan. This HP will be put together using input from the community as gathered through workshops 1 and 2 (per tasks 3 and 5 above). All planting will be selected in accordance with approved lists from County road department for trees in the public Right of Way and with preference toward native, drought-tolerant plants. The large diameter Monterey Cypress near Valencia Road will be protected in place. The lighting plan will be coordinated with Southern California Edison for approved point of connection and siting and design of light poles.

*Deliverables: 35% Landscaping/Irrigation/Lighting Plan (attachment to the PR)*

**PROPOSED HOURS AND STAFF AND FEE MATRIX**  
*Summerland Circulation & Parking Improvements*

| WILLDAN                                     | Principal Engineer \$165 | Division Manager \$160 | Superv. Engineer \$145 | Principal L.A. \$135 | Associate Engineer \$120 | Associate L.A. \$105 | Design Engineer II \$105 | CAD Drafter II \$85 | Tech Aide \$70 | Admin. Clerical \$55 | Sub-Consultant (Electrical) (in dollars) | Total Hours | Total Fee (\$)   |
|---|--------------------------|------------------------|------------------------|----------------------|--------------------------|----------------------|--------------------------|---------------------|----------------|----------------------|--|-------------|------------------|
| <b>Phase I</b>                              |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| <b>Task 1</b>                               |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| Project Management                          | 4                        | 24                     | 30                     | 8                    | 8                        | 8                    | 10                       |                     | 12             |                      |  | 64          | \$9,240          |
| Quality Control                             |                          | 8                      | 8                      | 8                    | 8                        | 8                    |                          |                     |                |                      |  | 40          | \$5,020          |
| Team meetings                               |                          | 8                      | 8                      | 6                    | 8                        | 6                    | 8                        |                     |                |                      |  | 52          | \$6,360          |
| Kick-off PDT meeting                        |                          | 8                      | 4                      | 6                    | 4                        | 4                    | 4                        |                     |                |                      |  | 26          | \$3,510          |
| <b>SUBTOTAL</b>                             |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             | \$24,130         |
| <b>Task 2</b>                               |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| Data Collection                             |                          | 4                      | 4                      | 4                    | 2                        | 8                    | 4                        |                     | 8              |                      |  | 30          | \$3,180          |
| Survey & Permits Coordination               |                          | 6                      | 8                      | 8                    | 10                       | 4                    | 4                        |                     | 4              |                      |  | 44          | \$5,580          |
| Utility research                            |                          | 10                     | 10                     | 10                   | 20                       | 6                    | 6                        |                     |                |                      |  | 36          | \$4,480          |
| Preliminary Utility Notice                  |                          |                        |                        |                      | 2                        |                      | 2                        |                     |                | 4                    |  | 8           | \$870            |
| Utility Meeting                             |                          |                        | 2                      |                      | 4                        |                      | 4                        |                     | 2              |                      |  | 12          | \$1,360          |
| <b>SUBTOTAL</b>                             |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             | \$15,270         |
| <b>Task 3</b>                               |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| <i>Community Outreach/Hearings:</i>         |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| Information Gathering (WS1)                 |                          | 10                     | 6                      | 10                   |                          |                      | 10                       |                     |                |                      |  | 36          | \$4,870          |
| Community Input (WS2)                       |                          | 10                     | 6                      | 10                   |                          |                      | 10                       |                     |                |                      |  | 36          | \$4,870          |
| Preliminary Design (WS3)                    |                          | 10                     | 6                      | 10                   |                          |                      | 10                       |                     |                |                      |  | 36          | \$4,870          |
| <b>SUBTOTAL</b>                             |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             | \$14,610         |
| <b>Task 4 - Geometric Approval Drawings</b> |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| Field Reviews                               |                          | 8                      | 8                      |                      | 20                       |                      | 16                       |                     |                |                      |  | 52          | \$6,200          |
| Plan & Profile                              |                          | 20                     | 8                      |                      | 24                       |                      | 4                        |                     |                |                      |  | 56          | \$7,660          |
| Striping & Pavement Markings                |                          | 4                      |                        |                      |                          |                      | 20                       |                     |                |                      |  | 24          | \$2,340          |
| Drainage and details                        |                          | 8                      | 6                      |                      | 20                       |                      | 4                        |                     |                |                      |  | 38          | \$4,970          |
| Traffic Studies                             |                          | 20                     |                        |                      |                          |                      | 4                        |                     |                |                      |  | 24          | \$3,540          |
| <b>SUBTOTAL</b>                             |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             | \$24,710         |
| <b>Task 5</b>                               |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| Landscape/Hardscape Material                |                          | 2                      | 2                      | 10                   | 6                        | 32                   | 4                        |                     |                |                      |  | 54          | \$6,140          |
| <b>SUBTOTAL</b>                             |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             | \$6,140          |
| <b>Task 6</b>                               |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| Hydraulic/Hydrology Analysis                |                          | 2                      | 16                     |                      | 20                       |                      | 4                        |                     | 4              |                      |  | 48          | \$5,660          |
| <b>SUBTOTAL</b>                             |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             | \$5,660          |
| <b>Task 7-Preliminary Design (35%)</b>      |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| Preliminary Cost Estimate                   |                          | 4                      | 4                      |                      | 12                       |                      | 4                        |                     |                |                      |  | 20          | \$2,360          |
| Preliminary Project Report                  |                          | 20                     | 8                      |                      | 24                       |                      | 20                       |                     |                | 8                    |  | 80          | \$9,780          |
| PDT meeting (35% Submittal)                 |                          | 8                      | 4                      | 6                    | 4                        | 4                    | 4                        |                     |                |                      |  | 26          | \$3,510          |
| <b>SUBTOTAL</b>                             |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             | \$15,650         |
| <b>Task 8</b>                               |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |
| LS/Irrigation (inc. Sidewalk) (35%)         |                          | 4                      |                        | 56                   | 6                        | 80                   |                          |                     | 6              |                      |  | 152         | \$17,740         |
| Lighting (electrical eng. Sub) (35%)        |                          |                        |                        | 4                    |                          |                      |                          |                     |                |                      | \$7,800                                  | 4           | \$8,340          |
| <b>Total Hours by Category</b>              | <b>4</b>                 | <b>178</b>             | <b>148</b>             | <b>138</b>           | <b>178</b>               | <b>138</b>           | <b>108</b>               | <b>62</b>           | <b>30</b>      | <b>12</b>            |  | <b>996</b>  | <b>\$132,250</b> |
| <b>SUBTOTAL PHASE I</b>                     |                          |                        |                        |                      |                          |                      |                          |                     |                |                      |  |             |                  |

ATTACHMENT B1

Contract Summary Form:

Contract Number : BC-07-091

- D1. Fiscal Year..... : FY 06-07
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054
- D3. Requisition Number .....
- D4. Department Name ..... : Public Works Transportation Division
- D5. Contact Person..... : Ron Bensel
- D6. Phone ..... : (805) 568-3311

- K1. Contract Type (check one):  Personal Service  Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose: Summerland Circulation & Parking Improvements
- K3. Original Contract Amount ..... : \$132,250.00
- K4. Contract Begin Date ..... : November 14, 2006
- K5. Original Contract End Date..... : February 1, 2007
- K6. Amendment History (leave blank if no prior amendments):

| <u>Seq#</u> | <u>EffectiveDate</u> | <u>ThisAmndt</u> | <u>AmtCum</u> | <u>AmndtTo</u> | <u>DateNew</u> | <u>TotalAmt</u> | <u>NewEnd</u> | <u>EndDate</u> | <u>Purpose (2-4 words)</u> |
|-------------|----------------------|------------------|---------------|----------------|----------------|-----------------|---------------|----------------|----------------------------|
|             |                      |                  |               |                |                |                 |               |                |                            |
|             |                      |                  |               |                |                |                 |               |                |                            |
|             |                      |                  |               |                |                |                 |               |                |                            |

- K7. Department Project Number..... : 862256

- B1. Is this a Board Contract? (Yes/No) ..... : Yes
- B2. Number of Workers Displaced (if any) ..... : 0
- B3. Number of Competitive Bids (if any)..... : Qualification based selection
- B4. Lowest Bid Amount (if bid) ..... : \$132,250.00
- B5. If Board waived bids, show Agenda Date .....
- B6. ... and Agenda Item Number ..... : #
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes

- F1. Encumbrance Transaction Code ..... : 1701
- F2. Current Year Encumbrance Amount..... : \$
- F3. Fund Number ..... : 0015
- F4. Department Number ..... : 054
- F5. Division Number (if applicable) ..... : 02
- F6. Account Number..... : 7460
- F7. Cost Center number (if applicable)..... : 2050
- F8. Payment Terms ..... : Net 30

- V1. Vendor Numbers (A=auditor; P=purchasing)..... :
- V2. Payee/Contractor Name..... : WILLDAN
- V3. Mailing Address..... : 374 Poli Street, Suite 101
- V4. City State (two-letter) Zip (include +4 if known) : Ventura, CA 93001-2605
- V5. Telephone Number ..... : (805) 653-2210
- V6. Contractor's Federal Tax ID Number (EIN or SSN) :95-2295858
- V7. Contact Person..... : Roxanne Hughes
- V8. Workers Comp Insurance Expiration Date..... : 11/9/06
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :11/09/06
- V10. Professional License Number..... : #
- V11. Verified by (name of County staff)..... : Ron Bensel
- V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature 