

# County of Santa Barbara

Michael F. Brown  
County Executive Officer



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<http://www.countyofsb.org>

## Executive Office

September 1, 2006

Re: Façade Improvement Program Request for Qualifications, due September 15<sup>th</sup>, 2006

Dear Design Consultant:

The Santa Barbara County Redevelopment Agency encourages you to respond to the attached RFQ for design firms to support a Façade Improvement Program in downtown Isla Vista. Please return submittals by **September 15<sup>th</sup>, 2006**. The selected firms will be placed on a list of eligible firms to work with downtown Isla Vista business/property owners and Agency Staff to design façade improvement projects.

If you have any questions regarding the attached request for qualifications, please contact me at 805-884-8082 or [anugent@co.santa-barbara.ca.us](mailto:anugent@co.santa-barbara.ca.us). We appreciate your interest in this project and look forward to receiving and reviewing your submittal.

Sincerely,

Abigail Nugent, Redevelopment Assistant  
Redevelopment Agency

cc: Jamie Goldstein, Deputy Director, Redevelopment Agency  
Terri Maus-Nisich, Assistant County Executive Officer  
Kris Miller-Fisher, Executive Assistant, Board of Supervisors

Enclosure

*James T. Laponis*  
Deputy County Executive Officer  
[jlaponis@co.santa-barbara.ca.us](mailto:jlaponis@co.santa-barbara.ca.us)

*Ron Cortez*  
Deputy County Executive Officer  
[rcortez@co.santa-barbara.ca.us](mailto:rcortez@co.santa-barbara.ca.us)

*Terri Maus-Nisich*  
Assistant County Executive Officer  
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*Ken Masuda*  
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## **SANTA BARBARA COUNTY REDEVELOPMENT AGENCY**

### **REQUEST FOR QUALIFICATIONS (RFQ) Isla Vista Façade Improvement Design Consultant**

September 1, 2006

#### **PROPOSAL ACCEPTANCE DEADLINE:**

**September 15, 2006**

#### **PURPOSE**

The Santa Barbara County Redevelopment Agency (Agency) seeks qualifications from Architectural and Urban Design firms to assist in designing façade improvements and exterior site enhancements for businesses in downtown Isla Vista. The selected firms will be placed on a list of firms eligible to work with downtown Isla Vista business/property owners and Agency Staff to finalize façade improvement project designs.

#### **PROGRAM DESCRIPTION**

Through the Isla Vista Façade Improvement Program, downtown Isla Vista business/property owners are eligible to receive 1:1 matching grant money from the Agency for use in storefront improvements. As part of the program, business/property owners and Agency Staff meet with an Architectural or Urban Design firm, selected from an approved list, to finalize the façade improvement design. The Agency will provide up to \$500 for design assistance; further design costs are the responsibility of the business/property owner. Projects are intended to implement the vision of the Isla Vista Master Plan, facilitate commercial revitalization, stimulate private investment, and improve the overall physical image of downtown Isla Vista. Eligible projects include the improvement or reconfiguring of exterior walls, windows, entrances, painting, awnings, signs, and landscaping. Example projects are listed in Program Description (Attachment A).

#### **SCOPE OF SERVICES**

Qualified firms will be placed on a list, which may be periodically updated by the Agency. Firms selected by business/property owners will receive up to \$500 from the Agency to meet and confer with business/property owner and Agency Staff to refine and finalize exterior site improvements and project design. Final project description will include, at minimum, a concept sketch of proposed project, color palate, and/or samples of material as appropriate.

#### **SUBMISSION REQUIREMENTS**

Firms interested in service as a Façade Improvement Design Consultant for the Agency are required to submit a brief proposal that includes:

- A brief letter summarizing your firm's qualifications;
- Identification of key personnel proposed to be assigned to work with the Agency and business/property owner, including resumes, background, and relevant experience;
- Names and contact information for at least three (3) references from current and former clients for whom the firm has performed similar work;
- A schedule of professional fees and expenses including fee structure (hourly rates) and additional billable expenses;
- A sample of at least one downtown façade or building redesign project.

#### **SELECTION CRITERIA AND PROCESS**

Selection will be based on a number of criteria, including, but not limited to the following:

- Relevant experience of firm and key personnel including (i) professional qualifications to perform services; (ii) specialized experience and technical competence; (iii) past experience; and (iv) work with other local government agencies, particularly in other downtown enhancement projects;
- Overall quality of sample project submitted.
- Compliance with standard Indemnification and Insurance Provisions (see Attachment B).

**TIMELINE**

Proposal must be submitted by September 15<sup>th</sup>, 2006.

**NEGOTIATIONS**

The Agency reserves the right, at its sole discretion, to accept or reject any or all RFQs submitted in response to this request, to alter the selection process, to waive any defects in any of the proposals or to request further qualifications. Neither this request, nor any of the proceedings relating thereto, shall in any way create a binding contract or agreement of any kind between the Agency and any firm submitting an RFQ. Selection of a firm, if any, is within the sole discretion of the Agency.

The contract(s) resulting from this solicitation may be awarded to the qualified proposer(s) whose experience the Agency has determined to be the most advantageous to the Agency. The Agency reserves the right to award a contract to a firm other than that of the one that offers the lowest overall cost.

Five (5) copies of your RFQ must be submitted in a sealed envelope clearly marked "PROPOSAL FOR FAÇADE IMPROVEMENT CONSULTANT" and must be received by Friday, September 15<sup>th</sup>, 2006, 5:00 p.m. Please direct the RFQs to the attention of:

Abigail Nugent, Redevelopment Assistant  
Redevelopment Agency  
County of Santa Barbara  
Santa Barbara Courthouse East Wing  
1105 Santa Barbara St. 4<sup>th</sup> Floor  
Santa Barbara, CA 93101-6065

Respondents may send a copy of their proposal by e-mail to ([anugent@co.santa-barbara.ca.us](mailto:anugent@co.santa-barbara.ca.us)) to meet the time requirement, but a hard copy of the proposal must also be received by the Agency within three business days of the closing date.

Should you have any questions regarding this RFQ please contact Abigail Nugent at (805) 884-8082. A copy of the Draft Master Plan can be found at [www.ivrda.org](http://www.ivrda.org).

## ATTACHMENT A

### FAÇADE IMPROVEMENT PROGRAM

August 30, 2006

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#### **PROGRAM STATEMENT**

This program is intended to implement the vision of the Isla Vista Master Plan, facilitate commercial revitalization, stimulate private investment, and improve the overall physical image of downtown Isla Vista.

#### **ELIGIBILITY CRITERIA**

The program is available to properties in Isla Vista with a commercial land use designation. The program funds may be used for exterior building enhancements and visible site improvements.

#### **SELECTION CRITERIA**

Projects are selected based on meeting one or more of the following criteria:

- Meets Draft Isla Vista Master Plan objectives
- Results in a visual improvement in the building
- Stimulates an improvement in the overall aesthetic appeal of the community
- Encourages further private sector investment
- Corrects a code deficiency

#### **ELIGIBLE IMPROVEMENTS**

- Exterior wall repair, painting, re-plastering, re-surfacing; restoring exterior finishes and materials
- Removing incompatible or inappropriate exterior finishes and materials
- Installation of safety glass
- Window improvement/replacement/repair
- Door/entrance repair/reconfiguring
- Landscaping
- Sidewalk repair/restoration for deteriorated sidewalk
- Parking lot improvements
- Awning repair/replacement/installation
- Sign repair/replacement/improvement/installation
- Exterior building, display window, and sign lighting
- Roofing improvements
- Other projects that improve the overall visual character of the community

#### **PROJECT FUNDING**

Funding for the Façade Improvement Program is provided by the Santa Barbara County Redevelopment Agency. This is a matching disbursement program; the Agency will provide a 1 to 1 matching grant of up to \$10,000 on façade renovation projects. Grants for greater amounts will be considered for projects of increased size and scope. The funds will be disbursed after work on project is completed as described in the project agreement.

#### **REVIEW PROCEDURES**

##### *Preliminary Application*

1. Applicant submits a preliminary application before construction on the project is commenced. Preliminary application will include the following:

- a. Initial project description
  - b. Photos of site and relationship to surroundings
  - c. Amount of money requested
  - d. Signature of property owner and business owner
2. Application is reviewed by Agency staff.
  3. Property is inspected by Agency staff.
  4. Staff provides preliminary project approval.

*Designing the Project and Final Application*

5. The Agency will provide a list of acceptable Design Firms to assist the applicant with project design; the applicant is required to work with Agency designated designer to finalize project design. The Redevelopment Agency will fund up to \$500 to finalize project design. Further design costs are the responsibility of the applicant.
6. Applicant submits final application to Agency. Final application includes:
  - a. Final project description
  - b. Illustrations of proposed project, color palate, and/or sample materials as appropriate
  - c. Photos of site and relationship to surroundings
  - d. Amount of money requested
  - e. Contractor proposals if needed
  - f. Signature of both property owner and business owner
7. Agency presents project design to Santa Barbara County Board of Architectural Review for approval.
8. Selection and approval of final application is based on previously listed selection criteria.
9. Final project reviewed by Agency staff and approved by the Agency Executive Director or designee
10. If the project is denied, the applicant may revise the project and reapply. If the second project description is denied, the applicant must wait one year until resubmission.

*Project Completion*

11. If the project is approved, the applicant commences with construction.
12. After project completion, the applicant will submit a summary of the project and total cost, with all receipts.
13. The property will be inspected by Agency staff.
14. After completion of project and final approval by Agency Executive Director or designee, funds will be disbursed to applicant.

**TIME LIMIT FOR IMPLEMENTATION**

An approved façade improvement grant will be valid for nine months. All work to be done in conjunction with the grant will be performed within this time period. If work is not completed during this time period, the applicant may apply for an extension.

## ATTACHMENT B

### **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.

#### **INSURANCE**

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 a on '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.