



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200
DUANE P LEIB, DIRECTOR

**REQUEST FOR PROPOSAL PS- #915
MITIGATION MONITORING AND REPORTING FOR THE SAN LUIS BAY DRIVE
BRIDGE REPLACEMENT PROJECT**

January 30, 2006

The County of San Luis Obispo is currently soliciting proposals for professional services for Mitigation Monitoring and Reporting for the San Luis Bay Drive Bridge Replacement Project.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit four [4] copies of your proposal by close of business on March 3, 2006 to:

County of San Luis Obispo
Jack Markey, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Kate Ballantyne at (805) 788-2765.

JACK MARKEY
Supervising Buyer - Central Services Division

**MITIGATION MONITORING AND REPORTING FOR
THE SAN LUIS BAY DRIVE BRIDGE REPLACEMENT PROJECT**

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL PROGRAMS DIVISION

REQUEST FOR PROPOSALS:

**Mitigation Monitoring and Reporting
for the
San Luis Bay Drive Bridge Replacement Project
ED00-570 (300181)**

SECTION 1 – GENERAL INFORMATION

1.1 Purpose

The purpose of this request for proposals (RFP) is to provide interested consultant firms with sufficient information concerning the services desired by the County of San Luis Obispo. This information is intended to enable the firms to prepare and submit proposals to conduct mitigation monitoring and reporting for the construction phase for a project to replace the San Luis Bay Drive Bridge over San Luis Obispo Creek near Avila Beach, in San Luis Obispo County.

1.2 Project Description

The Department of Public Works will remove and replace the San Luis Bay Drive Bridge. The project is scheduled to begin summer 2006, and would proceed in four general phases: 1) diversion and dewatering of San Luis Obispo Creek; 2) demolition of existing bridge structure, and preparation of project site; 3) construction of new bridge structure, and; 4) site restoration. Other project components include: rerouting the existing at-grade Bob Jones Bike Path crossing beneath the new bridge near the northern abutment; construction of a temporary creek bed access road; roadway widening on both Avila Beach Road and San Luis Bay Drive; signalization of the intersection of Avila Beach Road and San Luis Bay Drive; construction of four retaining walls; and, excavation within the creek channel near the northern bridge abutment to increase hydraulic capacity (flood flow conveyance).

The federal Lead Agency is the Federal Highway Administration; a Categorical Exclusion with Special Studies was signed for the project on September 21, 2005. An Expanded Initial Study was prepared for CEQA and a Negative Declaration was approved February 15, 2005. A Natural Environment Study Report and a Historic Property Survey Report were also completed for this project.

Permits/authorizations have been issued by the California Department of Fish and Game, the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service.

If your firm is interested in proposing, copies of these permits can be obtained by contacting the County representative listed in Section 3.

1.3 Project Location

The project is located on San Luis Bay Drive and Avila Beach Road northeast of the community of Avila Beach in San Luis Obispo County. The site can be located on the USGS 7.5 minute series Pismo Beach Quadrangle (location map attached).

SECTION 2 - SCOPE OF SERVICES

2.1 General Requirements

All environmental documents prepared pursuant to this contract shall meet all of the requirements set forth in the following:

- Endangered Species Act (16 USC 1531 et seq.)
- Clean Water Act (33 USC 1251 et seq.) (emphasis on sections 401 and 404)
- California Endangered Species Act (Fish and Game Code §2050 et seq.)
- Sections 1601-1603 of the Fish and Game Code

2.2 Specific Requirements

A. Construction Monitoring

Several environmental permits issued for this project require biological monitoring and pre-construction surveys. Prior to project start-up, the selected consultant shall conduct pre-construction surveys for the California red-legged frog. The biologists must be approved in writing by the U.S. Fish and Wildlife Service to survey for and handle California red-legged frogs at least 30 days prior to project commencement. Biologists who will conduct steelhead relocation and monitoring throughout the project must have expertise in the areas of resident or anadromous salmonid biology and ecology, fish-habitat relationships, biological monitoring, and handling, collecting and relocating salmonid species.

The consultant will prepare and provide appropriate worker environmental training throughout the course of the project. The training program shall discuss sensitive species with potential to occur in the construction zone, with emphases on California red-legged frogs, steelhead trout, southwestern pond turtles, two striped garter snakes, bats, nesting birds, and riparian habitats. The program shall explain the importance of minimizing disturbance and adhering to other disturbance minimizing measures.

The qualified biologist will monitor all vegetation clearing activities, dewatering, and construction activities within the creek channel. Continuous monitoring will be required. Consultants should bid assuming work will take place full time (40 hours/week) from June 15-October 31, 2006 and 2007. However, work may be finished during the 2006 construction season.

Daily monitoring reports must be prepared and submitted to the County weekly.

B. Completion Report

Prepare a construction completion report within 15 working days of the close of project activities. The completion report must include color photographs of the site before, during, and after construction, as-built plans, a description of major construction activities, and the condition of the site at the conclusion of the construction. Information regarding the number and size of steelhead killed or relocated must also be included.

SECTION 3 - SELECTION PROCESS

3.1 Inquiries

Consultants needing clarification of any items in this RFP should contact:

Kate Ballantyne
Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408-2040
(805) 788-2765
FAX: (805) 788-2768
kballantyne@co.slo.ca.us

3.2 Proposal Format and Content

Proposals must be submitted in sufficient detail to allow for thorough evaluation and comparison. Proposals should be as brief and concise as possible without sacrificing clarity. **Fancy proposal formats, costly binders, color plates, or glossy brochures are not necessary or desirable.**

All proposals must contain the following information, in sectionalized format. It is important that proposals provide all the information requested, and in the format requested, in order to provide for comparative evaluation.

- a. Introduction. Identify the project title and firm name. Provide a brief summary of the salient points of the proposal. For joint ventures, identify the prime contractor and all subcontractors.
- b. Acknowledgment of Contract Provisions. Standard contractual provisions required by the County are provided in this RFP and attachments, including conflict of interest, insurance and nondiscrimination provisions. Consultants should review the terms of the contract to ensure their proposal is consistent with its provisions. Include a statement acknowledging and accepting contract provisions which will be required for firms under services contract. Consultants should be aware that contract provisions relative to indemnification and insurance are non-negotiable.
- c. Statement of Offer and Signatures. The proposal must be signed by an individual authorized to bind the offer of the proposal for a period of 120 days following the closing date for receipt of proposals. The proposal must also provide the following contact information: 1) Name, address, and telephone number of the person who may be contacted during the period of the proposal evaluation, (2) name, address, telephone number and FAX number of the individual authorized to negotiate on behalf of, and contractually bind, the consultant.
- d. Organization and Subconsultants. Describe the personnel and responsibilities, lines of authority, and arrangements with any subconsultants. The prime consultant may employ any number of subconsultants for specific areas to provide the breadth of services required. Discuss prior cooperative arrangements between

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the prime consultant and any proposed subconsultants, including integration of management, lines of communication, and delineation of specific task responsibilities. Provide an organization chart clearly showing lines of authority among key personnel. Provide resumes of all team members, including subconsultants, in an appendix to the proposal.

- e. Project Management. Explain the proposed approach to management of environmental projects, including operating procedures to ensure that specific tasks are completed within required time frames while maintaining a high degree of technical quality. Designate a core team of key personnel, including a project manager, who may not be replaced without County permission and approval of substitutions. The consultant's project manager will be the primary contact with the County. The project manager must be experienced in environmental review and agency processes, and able to communicate agency concerns and technical issues clearly and accurately to the consultant team members.
- f. Project Managers. Summarize the background and experience of proposed project managers, including education (degrees and years conferred), specific project experience (specify responsibility levels), areas of expertise, length of time with the firm, and any professional registrations.
- g. Issue Area Knowledge and Experience. Explain consultant knowledge of environmental issue areas. Discuss relevant experience of each key team member by issue area. Include summary of experience with applicable local, state and federal agencies. Summarize corporate and individual experience, including subconsultants, on a matrix or table.
- h. Interagency Process and Regulation Experience. Discuss the consultant's knowledge and experience with state and federal agency environmental regulation and procedural processes, such as: the U.S. Fish and Wildlife Service and National Marine Fisheries Service (Section 7 process); the Regional Water Quality Control Board (Section 401 and NPDES permits); the California Department of Fish and Game (1601 permits and CA ESA regulation); the U.S. Army Corps of Engineers (Section 404 permits).
- i. Experience in San Luis Obispo County. Provide a summary of environmental compliance experience for projects in the San Luis Obispo County area, including a brief description of the project and services provided.
- j. Technical Support. Summarize word processing, graphics, and other document production capabilities.
- k. Office Location. Provide information about the location of consultant (and any subconsultant) office(s) and staff levels. Consultants located outside of San Luis Obispo County should discuss how their locality will affect their responsiveness and cost competitiveness on San Luis Obispo County projects.
- l. Disadvantaged Business Enterprises (DBE) Requirements. Complete the attached "County of San Luis Obispo-Department of Public Works Proposer's Information

List.” The provisions of Title 49, Part 23, Code of Federal Regulations (49 CFR 23) require that DBEs have an opportunity to participate in contracts funded through the Federal Highway Administration (FHWA). In addition, the County of San Luis Obispo has a policy of encouraging at least 12% DBE participation. In order to meet the above stated requirements, the following criteria have been established, and must be addressed prior to execution of a contract for the services requested in this RFP:

1. Participation by Caltrans' certified DBEs as prime consultants or sub-consultants in this contract.
2. A good faith effort by the prime consultant in trying to secure participation by DBEs as sub-consultants prior to award of this contract.
3. Documentation of a "good faith effort" will be submitted in writing and will consist of the following:
 - a) A list of Caltrans' certified DBEs solicited.
 - b) Efforts in using the services of available minority community organizations; minority contractor groups; women contractor groups; and Local, State, and Federal Minority Business Assistance Centers in the recruitment and placement of DBEs (name of contact, date of contact, other information they provided).
 - c) Selecting portions of the work to be performed by DBEs (include type of work and \$ value).
Note: If the prime consultant can demonstrate that it is not practical to select portions for sub-consultants, this may constitute a good faith effort.
 - d) Negotiating in good faith the sub-bids with the interested DBEs (include name and \$ value of all bids on the item(s)).
- m. Scope of Work. Detail how your firm will satisfy the individual tasks identified in this RFP and in accordance with the regulatory permits.
- n. Cost Summary. Provide a cost summary containing a list of all management, professional, technical, and clerical personnel and their respective billing rates. Provide rates for both the prime consultant and subconsultants. Also provide document production costs. The proposals will be evaluated with respect to billing rates in providing the services requested.
- o. References. Provide the names and telephone numbers of at least five recent clients familiar with your firm's environmental work.

3.3 Proposal Submittal Procedures

- a. Four (4) copies of the proposals must be received by mail, recognized carrier, or hand delivered no later than close of business on March 3, 2006 at the following address:

County of San Luis Obispo
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attention: Jack Markey
Telephone: (805) 781-5200

- b. Mark the outside of delivered materials as follows:

"PROPOSAL TO PROVIDE ENVIRONMENTAL SERVICES FOR SAN LUIS BAY
DRIVE BRIDGE"

- c. Costs of preparation of proposals will be borne by the proposer.
- d. All proposals should be submitted on recycled paper, printed on two sides.
- e. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.

3.4 Proposal Review and Selection Process

Proposals will be evaluated by a panel of professional staff members from the county and, potentially, other resource planning agencies. An initial comparative rating will be done based on the following criteria: (1) Quality of proposal/ responsiveness to RFP, (2) Personnel qualifications (including subconsultants), (3) Project Manager qualifications, (4) Issue area knowledge and experience, (5) Experience in San Luis Obispo County, (6) Quality of previous work products, (7) Accessibility, and (8) Cost competitiveness.

Subsequent evaluation of the highest ranked proposals will be based on collective consideration of the criteria.

The final selection of consultants will be contingent upon successful contract negotiations. The County Public Works Director will administer and enforce the services contracts. Services contracts are anticipated to be authorized and effective 60 to 90 days after submittal of proposals.

SECTION 4 - LIMITATIONS AND ADDITIONAL INFORMATION

4.1 Limitations

- a. The County reserves the right to reject any or all proposals received as a result of this request. The County will not pay for any information contained in the proposals obtained from participating firms. The County is not liable for costs incurred by firms prior to issuance of a contract. The County also may negotiate separately with any source in any manner necessary to serve the best interest of the County.

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- b. The County reserves the right to modify or cancel this RFP in part or in its entirety, and to accept or reject any or all proposals received as a result of this RFP. The County may require selected consultants to participate in negotiations, and submit revisions of their proposals as may result from these negotiations.
- c. This request does not commit the County to award a contract, or to procure or contract for services or supplies. A consultant services contract does not imply a commitment on the County's part to guarantee work, or any certain level of work, for the term of the contract.
- d. All reports, proposals, and other pertinent data or material that is submitted with the proposal will become the sole property of the County. After award of services contracts, all submitted proposals will be made available for public inspection upon written request to the County.
- e. The County has the authority to terminate its contract with a consultant at any time during the period of performance if it is found by the County that the consultant's performance is not satisfactory, or for other good cause.
- f. All proposals shall remain firm for one hundred twenty (120) days following closing date for receipt of proposals.
- g. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
- h. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
- i. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

4.2 Standard Provisions

The services contracts will specify standard San Luis Obispo County provisions pertaining to anti-discrimination; conflict of interest, and prohibition against news releases or interview without authorization.

4.3 Insurance

- a. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

- b. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

4.4 Indemnification

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein and deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.