



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- #946  
OAKGLEN SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT**

March 12, 2007

The County of San Luis Obispo is currently soliciting proposals for professional services for Oakglen Specific Plan and Environmental Impact Report.

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 seven [7] copies of your proposal by 5:00 p.m. on April 13, 2007 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 Jay Johnson at (805) 781-4573.

JACK MARKEY  
Supervising Buyer - Central Services Division  
jmarkey@co.slo.ca.us

## SECTION 1 - GENERAL INFORMATION

### 1.1 PURPOSE

The County of San Luis Obispo is seeking the assistance of a qualified consultant(s) to prepare a specific plan (and general plan amendment) and associated Environmental Impact Report (EIR) for the Oakglen Avenue and Southland Street neighborhoods in the unincorporated community of Nipomo. The County, at its discretion may select one consultant to prepare both the specific plan and EIR, or separate consultants to prepare each document. The specific plan and EIR will address the items identified in the attached scopes of work for the specific plan and EIR.

The purpose of this request for proposals (RFP) is to provide interested parties with sufficient information to submit proposals. Preparation of the specific plan and EIR will be conducted in close cooperation with Nipomo residents, property owners, the South County Advisory Council, and county staff.

### 1.2 RIGHT OF REJECTION

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.

### 1.3 HOW TO SUBMIT PROPOSALS

In order for proposals to be examined and evaluated by the Department of Building and Planning, the County is requesting seven (7) copies of the proposals and seven (7) copies of any supportive materials. **Proposals must be delivered no later than 5:00 p.m. on Friday, April 13, 2007.** Please ship copies so as to insure prompt delivery to:

COUNTY OF SAN LUIS OBISPO  
JACK MARKEY, GENERAL  
SERVICES DEPARTMENT  
1087 SANTA ROSA STREET  
SAN LUIS OBISPO, CA 93408

Once submitted, the proposals and any supplementary documents become the property of the County.

**1.4 ACCEPTANCE OF PROPOSAL CONTENT**

If a contract is awarded as a result of a response to this request, the County will select the successful individual or firm as quickly as possible after the final date for receipt of the proposals. However, final award is contingent upon successful contract(s) negotiation.

It is likely that the content of the proposal of the successful bidder will be used in a legal contract of agreement. Bidders should be aware that proposed methods and procedures are likely to become contractual obligations.

**1.5 INQUIRIES**

If the consultant has any questions regarding this RFP, contact Jay Johnson at (805) 781-4573.

**1.6 CONTRACT AMOUNT**

The consultant shall prepare a fixed cost estimate for the services requested in this RFP. The not-to-exceed cost may include the extent of work that the consultant considers realistic within the contract up to a maximum \$400,000. Additional community meetings and public hearings beyond the number specified in this RFP are to be bid on a time and materials per meeting basis. Preparation of documents shall be proposed based on deliverable products. The cost estimates for the plan and the EIR shall be separated.

**1.7 PROJECT LOCATION/CHARACTER**

Nipomo is an unincorporated community of approximately 14,500 people located in the southerly portion of San Luis Obispo County approximately 5 miles north of the city of Santa Maria (see attached Exhibit A). Oakglen Avenue is a local street that is parallel to and just east of Highway 101. There are two segments to Oakglen Avenue that extend north and south from Tefft Street (Nipomo's "Main Street"); each segment provides the single access to these neighborhoods and terminates at the community's edge in a dead-end road that is substandard for emergencies. The Oakglen neighborhoods are under-developed and have critical circulation and infrastructure needs. Southland Street is a designated collector on the west side of Highway 101 that has been identified as a location for a possible freeway interchange that would affect the South Oakglen neighborhood. Please refer to the attached Exhibits B<sub>1</sub> and B<sub>2</sub> that identifies the study area.

**1.8 PROJECT DESCRIPTION**

The proposed project is a Specific Plan and EIR for the Oakglen Avenue and Southland Street neighborhoods. In addition, the project includes concurrent amendments to the South County Area Plan and Circulation Element, as well as the South County Planning Area Standards in Land Use Ordinance Section 22.112 (in particular, Section 22.112.040.1.2 that contains specific plan requirements for the Southland Street neighborhood). The specific plan shall be consistent with

Government Code Sections 65450 through 65457 and address the issues identified in the attached scope of work titled, "Scope of Work for the Preparation of the Nipomo Oakglen Avenue and Southland Street Specific Plan and General Plan Amendment." The EIR shall address issues identified in the attached scope of work titled, "Scope of Work for Preparation of the Oakglen Avenue and Southland Street Specific Plan EIR."

## 1.9 **BACKGROUND INFORMATION**

To provide background information and facilitate the timely preparation of proposals and the documents, the following documents and information are available for review at the County of San Luis Obispo Department of Planning and Building (located in Room 200, Old County Courthouse, County Government Center, 976 Osos Street, San Luis Obispo, California). Some items are administered by other agencies that may require contacting them directly. Several items may be viewed on-line at [www.sloplanning.org](http://www.sloplanning.org) :

- Framework for Planning (Part I of the Land Use and Circulation Elements)
- South County Area Plan (Part II of the Land Use and Circulation Elements)
- County Land Use Ordinance, Title 22 (in particular, Chapter 22.112)
- Olde Towne Nipomo
- County Design Guidelines
- County's Smart Growth Criteria for Development Projects
- Guiding Principles for Smart Growth
- Additional General Plan Elements: Energy, Housing, Noise, Safety, and Agriculture and Open Space
- Growth Management Ordinance, Title 26
- Real Property Division Ordinance, Title 21
- Resource Management System Summary Report (2006)
- South County Circulation Study (County Public Works)
- Willow Road extension EIR
- San Luis Obispo Regional Transportation Plan
- County Bikeways Plan
- State Natural Diversity Database
- Public Facilities Fee Program, Title 18
- South County Air Quality Mitigation Program (2006-2007)
- Water Supply: 1998 Woodlands EIR and 2002 Supplemental EIR, 2002 State Department of Water Resources Report for the Santa Maria Groundwater Basin, and 2003 S.S. Papadopulos & Associates Report
- Clean Air Plan and Technical Appendices (1995), including Emission Inventory, Stationary Source Control, Meteorology
- County Parks and Recreation Element (County Parks Department)
- [www.danaadobe.org](http://www.danaadobe.org)
- County maps and GIS information are also available on-line

Whenever possible and appropriate, the consultant shall use existing data in lieu of conducting new studies.

## SECTION 2 - SCOPE OF WORK

The scope of work is intended to provide the consultant a basis on which to prepare a proposal. This will include the overall process envisioned (and what role the consultant would play), those tasks or information expected to be completed by the consultant, and those that would be prepared by staff.

**This section has been replaced with the attached documents titled, “Scope of Work for the Preparation of the Nipomo Oakglen Avenue and Southland Street Specific Plan and General Plan Amendment” and “Scope of Work for Preparation of the Oakglen Avenue and Southland Street Specific Plan EIR.”**

## SECTION 3 - PROPOSAL CONTENT

### 3.1 FORM

Proposals and supporting materials shall be submitted in seven (7) copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in this RFP. Proposals shall also be put on a CD as a PDF file.

### 3.2 PERSONNEL AND EXPERIENCE

Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed. If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance. The County has a list of EIR consultants that have been approved by the Environmental Coordinator to prepare EIR's. Consultants who are not on this list will need to submit qualifications for review and approval. This list is attached as Exhibit C.

### 3.3 COORDINATION

Describe the process for maintaining a close working relationship between the consultant and the County project manager. Considerable merit will be placed on a relationship in which County Staff is frequently and completely briefed on all work in process.

### 3.4 TASK TIMETABLE AND COST ESTIMATES

The proposal shall contain the tasks required to complete the project with a completion target date for each task. The Specific Plan and EIR costs should be separated. The consultant shall estimate the costs per task. The proposal shall include a table which specifies the following for each task: assigned personnel, number of hours to be spent, rate/hour, total cost. Proposal amounts will be considered a factor in selecting a consultant.

Pre-plan efforts and public workshops should commence in May 2007. The County's target date for the Public Review draft of the specific plan and EIR is January, 2008, with Planning Commission hearings in June 2008 and final adoption by the Board of Supervisors in December 2008. It is anticipated that timeframes will be refined through contract negotiations. In addition, it is understood that project timeframes may be affected by studies conducted by other agencies.

### **3.5 OBJECTIVITY**

The Specific Plan and EIR are to be an independent, objective, and unbiased work product. Proposals shall certify that the consultant, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased environmental document and draft plan.

### **3.6 SCOPE REVISIONS**

The consultant is encouraged to contribute creative ideas to this scope of work. If the consultant identifies areas of concern or alternative methodologies not mentioned in this request, they should be described in the consultant's proposal and included in the cost estimate.

## **SECTION 4 - CRITERIA FOR EVALUATION OF PROPOSAL**

The County of San Luis Obispo will evaluate the proposals based on, but not limited to, the following criteria:

### **4.1 UNDERSTANDING OF THE SCOPE OF WORK**

- A. Demonstrated understanding of the project objectives.
- B. Consultant's approach to accomplishing the scope of work.
- C. Demonstrated knowledge of issues within the study area and overall county as applicable.

### **4.2 METHODS AND PROCEDURES**

- A. Consultant's general approach to evaluating the issues.
- B. Complete description of the procedures and analytical methods to be utilized.
- C. Adequacy and creativity of the proposal, especially regarding proposed methods for acquiring a working understanding of local issues, for facilitating the flow of information between participants and the consultant, and for assuring meaningful participation by local residents and property owners in the planning process.

### **4.3 MANAGEMENT, PERSONNEL AND EXPERIENCE**

- A. Qualifications of each participant and overall "skill-mix" for the firm.
- B. Prior experience and quality of similar studies.
- C. Information obtained by contacting references listed by the consultant.

**4.4 CONSULTATION AND COORDINATION**

- A. Procedures to be used to ensure close contact between consultant and the County's project team.
- B. Experience in working with community groups and local government.

**4.5 COST ESTIMATES**

The proposal is to include:

- A. Timetable and costs for completing the project, with totals for each component.
- B. Use of professionals and nonprofessionals for the appropriate tasks in the proposal.
- C. Quality of product and extent of scope delivered for the consultant's fee.
- D. Cost estimates for each proposed work product.

**SECTION 5 - INSURANCE AND PROPOSED SCHEDULE**

**5.1 INSURANCE/INDEMNIFICATION**

Insurance coverage and indemnification for proposed services shall be provided pursuant to county requirements, which are included with this Request for Proposals. Please see the sample contract in Exhibit D for insurance and indemnification requirements.

EXHIBIT A – VICINITY MAP

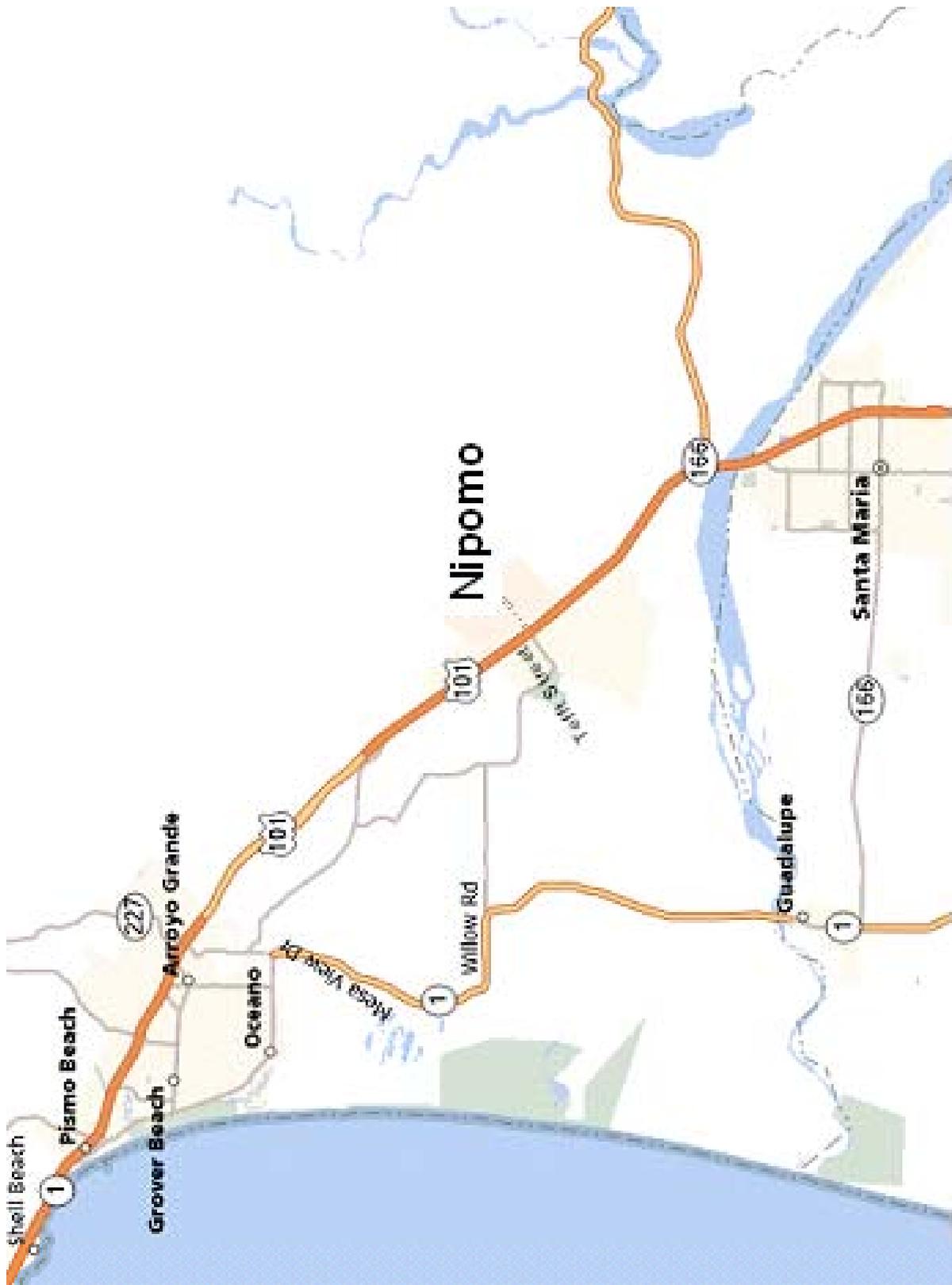




EXHIBIT B<sub>2</sub> – 2003 AERIAL

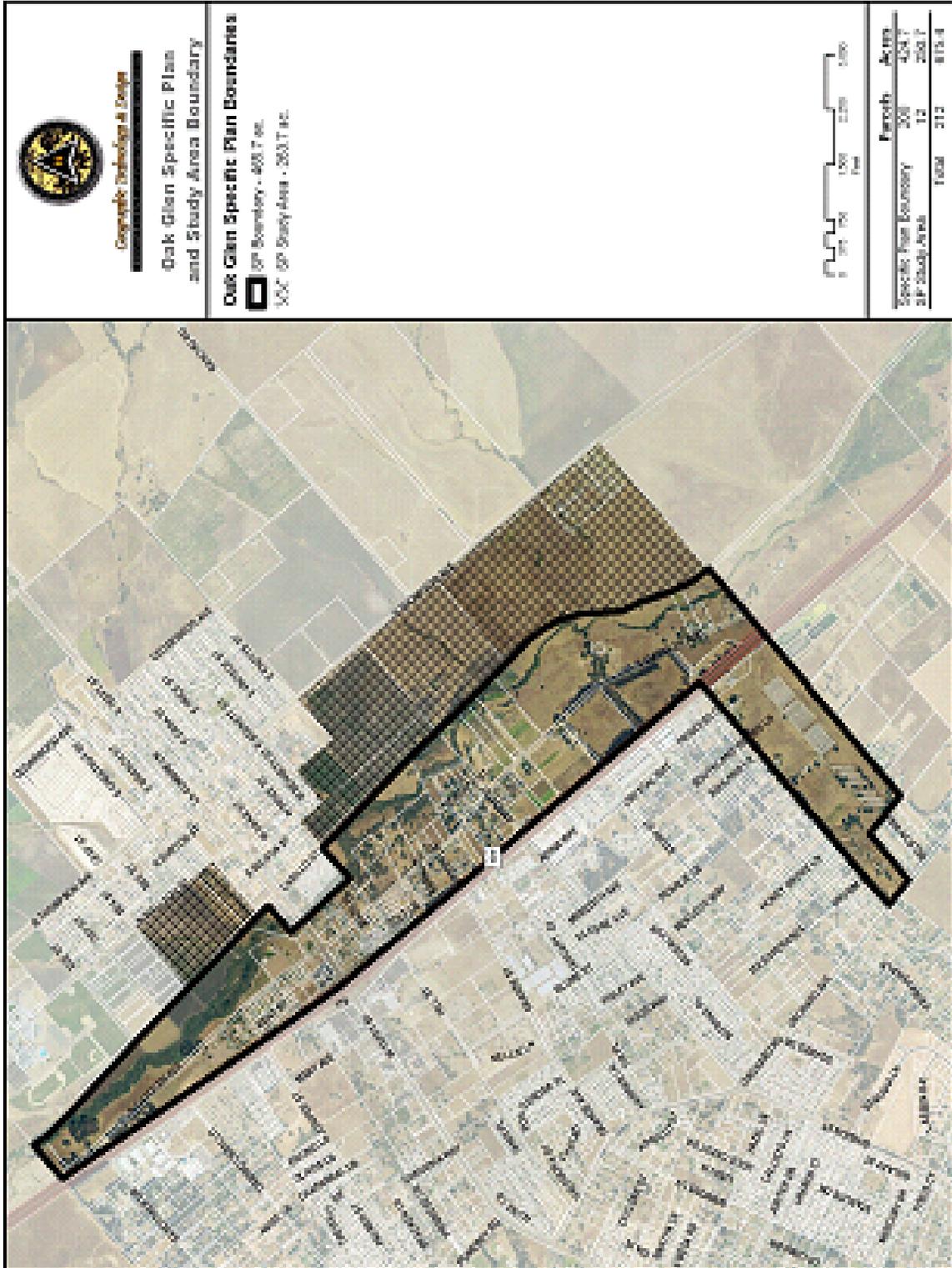


EXHIBIT C – APPROVED EIR CONSULTANTS

COUNTY OF SAN LUIS OBISPO  
Department of Planning and Building – Environmental Division

EIR CONSULTANTS UNDER SERVICES CONTRACTS

**Christopher A. Joseph & Associates**  
179 H Street  
Petaluma CA 94952  
(707) 283-4040 (707) 283-4041 Fax

**Crawford Multari Clark & Mohr**  
641 Higuera Street, Ste. 302  
San Luis Obispo, CA 93401  
(805) 541-2622 (805) 541-5512 Fax  
E-mail: [cmca@cmcaplans.com](mailto:cmca@cmcaplans.com)

**Douglas Wood & Associates**  
1461 Higuera Street, Ste. A  
San Luis Obispo, CA 93401  
(805) 544-1680 (805) 544-3067 Fax

**Dudek & Associates, Inc**  
621 Chapala Street  
Santa Barbara, CA 93101  
(805) 963-0651 (805) 963-2074 Fax

**EMC Planning Group**  
301 Lighthouse Ave., Ste. C  
Monterey, CA 93940  
(831) 649-1799 (831) 649-8399 Fax

**Envicom Corporation**  
28328 Agoura Road  
Agoura Hills, CA 91301  
(818) 879-4700 (818) 879-4711 Fax

**Impact Sciences**  
803 Camarillo Springs Rd, Ste A  
Camarillo CA 93012  
(805) 437-1900 (805) 437-1901 Fax

**LSA Associates, Inc**  
1998 Santa Barbara St, Ste 120  
San Luis Obispo, CA 93401  
(805) 782-0745 (805) 782-0796 Fax

**Morro Group, Inc.**  
1422 Monterey Street, Ste. C200  
San Luis Obispo, CA 93401  
(805) 543-7095 (805) 543-2367 Fax

**MRS**  
John Pierson  
3140 Telegraph Road, Ste. A  
Ventura, CA 93003-3223  
(805) 289-3920 (805) 289-3935 Fax

**Padre Associates, Inc.**  
811 El Capitan Way, Ste. 130  
San Luis Obispo, CA 93401  
(805) 786-2650 (805) 781-2651 Fax

**Rincon Consultants, Inc.**  
790 E. Santa Clara Street  
Ventura, CA 93001  
(805) 641-1000 (805) 641-1072  
E-mail: [rinconvta@aol.com](mailto:rinconvta@aol.com)

**Tetra Tech, Inc**  
Judith Charles  
4219 State Street, Ste 100  
Santa Barbara, CA 93110  
(805) 681-3100 (805) 631-3108 Fax

## EXHIBIT D – CONTRACT EXAMPLE

### CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR EIR PREPARATION FOR THE (COUNTY PROJECT)

THIS CONTRACT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], through its Environmental Coordinator [hereafter "Coordinator"] and Consultant name, a California Corporation [hereafter "Consultant"].

#### WITNESSETH:

— WHEREAS, the County has authorized the preparation of an Environmental Impact Report for the proposed project identified as project name, EDXX-XXX, which lies in the County of San Luis Obispo, and is more precisely located on the plat attached hereto as Exhibit "A"; and

WHEREAS, the County shall maintain high quality standards in the application of environmental laws in the County of San Luis Obispo; and

WHEREAS, the project requires an unbiased Environmental Impact Report [hereafter "EIR"], that is prepared in accordance with the California Environmental Quality Act, Public Resources Code, sections 21000 et seq. [hereafter "CEQA"], the State CEQA Guidelines, California Code of Regulations, title 14, section 15000 et seq. [hereafter "Guidelines"], and the County of San Luis Obispo Environmental Quality Act Guidelines [hereafter "Guidelines"], and that reflects the independent judgment of the County; and

WHEREAS, it is understood that the Consultant shall be the independent contractor of the County to prepare the EIR.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

#### I. PREPARING THE EIR

##### A. DUTIES OF THE CONSULTANT.

1. It is a fundamental requirement that this EIR be prepared by an unbiased Consultant.

2. To further protect the unbiased EIR requirement, the Consultant agrees that the duties described in this Contract shall be the only work Consultant performs on the project

name, unless the Consultant obtains prior written consent from the Coordinator.

3. The Consultant shall make the field exploration, research, tests and analysis necessary to complete an EIR which fulfills the requirements of the EIR content required by CEQA, the Guidelines, and the provisions set forth in Consultant's Scope of Work, [hereafter "scope of work" or Exhibit B]. Exhibit B is attached hereto and incorporated by reference at this point except that the information as to cost and time is attached for informational purposes only.

4. Some factors could severely inhibit or prohibit a proposed project. An objective of conducting an environmental impact study is to identify these factors as soon as possible in order to make a determination regarding the feasibility of whether to continue with the EIR or the project. While conducting the EIR, the Consultant shall diligently watch for and analyze those environmental factors that could inhibit or prohibit the project. If such factors are identified, the Consultant shall immediately notify the Coordinator. The Coordinator will then advise the Consultant in writing on whether to stop work or continue with the EIR.

5. The Consultant shall submit the following documents in multiple copies in phases as described below: (1) a Draft Project Description and detailed EIR outline, (2) an Administrative Draft EIR, (3) a Draft EIR, (4) an Administrative Final EIR and (5) a Final EIR. Consultant agrees to prepare the documents in compliance with the provisions of CEQA, the Guidelines, and Exhibit B.

a. The Draft Project Description and EIR Outline. At the initial kick-off meeting, the Coordinator will provide Consultant with a preliminary project description. Within ten (10) working days following the initial kick-off meeting, Consultant shall submit two (2) copies of the draft EIR project description and EIR outline to the Coordinator for review and approval. The Coordinator must approve the draft EIR project description and EIR outline for this phase to be complete. After the Coordinator approves the draft project description and EIR outline, the Consultant may rely on it as a basis for the environmental impact analysis. It is understood that the project description may be further refined from time to time as the EIR study progresses. Any significant changes made to the approved project description may require additional analysis within completed sections of the EIR. The Consultant shall notify the Coordinator of such changes that will result in additional costs. Before incurring additional costs, Consultant shall submit an amended proposal to Coordinator. The Coordinator will advise Consultant whether to continue.

b. The Administrative Draft EIR. The administrative draft EIR is an internal agency

document and shall be transmitted only to the Environmental Coordinator, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative draft EIR to the Applicant or other agencies without advance direction from the Coordinator. \_\_\_ weeks after the Coordinator approves the draft project description and EIR outline, Consultant shall submit \_\_\_( ) unbound copies (3-hole drilled) in 3-ring binders of an administrative draft EIR with appendices to the Coordinator for agency and staff review and comment. Ten (10) working days after the Coordinator submits comments to the Consultant, Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative draft EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative draft EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative draft EIR, this phase is complete.

c. The Draft EIR. The Consultant has ten (10) working days from Coordinator's approval of the administrative draft EIR to provide the draft EIR, ready for public review. The Consultant shall provide the County with two (2) camera-ready copies (one single-sided and one two-sided copy), \_\_\_ ( ) unbound copies (3-hole drilled), \_\_\_ ( ) bound copies of the draft EIR with appendices, and an electronic version in a County-acceptable format. The Coordinator must approve the draft EIR for this phase to be complete.

d. The Administrative Final EIR. After the comments described in CEQA and the Guidelines, sections 15086 and 15087, have been collected by the Coordinator, the Coordinator shall transmit these comments to the Consultant. The Consultant shall prepare written responses to these comments in accordance with CEQA and the Guidelines, section 15088. Within fifteen (15) working days of receipt of these comments, the Consultant shall provide the County with \_\_\_ ( ) unbound copies (3-hole drilled) of the administrative final EIR with appendices for the Coordinator's review, comment and approval. The Coordinator will submit comments to the Consultant. Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative final EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative final EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative final EIR, this phase is complete.

e. The Final EIR. After the Coordinator approves the administrative final EIR, the Consultant shall, within ten (10) working days, provide the Coordinator with two (2) camera-

ready copies (one single-sided and one two-sided copy), \_\_\_ (\_\_\_) unbound copies (3-hole drilled) and \_\_\_ (\_\_\_) bound copies of the final EIR with appendices. In addition, the Consultant shall submit the following: one set of diskettes of the final EIR and appendices; textual information shall be in Word or WordPerfect format (County's current version); spreadsheets and/or databases shall be in Excel format or other format-acceptable to County. Computer spreadsheets and graphics generated for use in the EIR shall be formatted to be easily used as part of the County's ArcInfo-based geographic information system as follows:

*Whenever possible, digitized map data shall be based upon the USGS 7.5 minute quad sheet map series (1:24,000). For registration purposes the locations of the eight (8) latitude/longitude coordinate grid points that represent the four corners and four interior points of the quad map shall be identified. Each distinct data set shall be mapped to a separate layer or theme. All final map data shall be registered to the California State Plane coordinate grid system (NAD83), units being in U.S. feet, and shall be submitted in a .DWG and/or .SHP file format compatible with AutoCAD 2000, ArcView 3.x, or ArcGIS 8.x on CD or DVD media.*

*A detailed description of all symbolization utilized in the final product shall be included on CD or DVD media. Metadata which meets or exceeds FGDC standards shall also be included on CD or DVD media for all distinct data sets created under this contract.*

When the Coordinator notifies Consultant that Coordinator has approved the final EIR, this phase is complete.

## **B. DUTIES OF THE COUNTY.**

1. The Coordinator will be responsible for ensuring that the EIR reflects the independent judgment of the County as the Lead Agency as required by Section 15084(e) of the Guidelines.

2. The Coordinator will make any documents, relevant to the proposed project, in the possession of Coordinator, available to the Consultant.

3. It is understood that repeated revisions to the EIR are costly for the Consultant and the Coordinator. Therefore the Coordinator shall make every effort to reduce the number of iterations of the EIR to a minimum by diligently reviewing each submittal by the Consultant.

4. Coordinator will advise the Consultant whether to continue with the EIR or stop work when situations are identified, such as environmental, economic, technical, legal or other factors, which could inhibit or prohibit the project.

5. The Coordinator will accomplish the tasks required of the Coordinator described in Paragraph I.A. above.

6. Other agencies and the public may make comments to the draft EIR pursuant to

CEQA and the Guidelines, sections 15086 and 15087. The Coordinator will make any of these comments which raise environmental points available to the Consultant.

7. The County will provide for payment to the Consultant as provided by the terms of this Contract. The Coordinator will expeditiously review all work submitted by the Consultant in order to assure prompt payment of invoices. At the request of the Consultant, the Coordinator will explain in writing any delay, not the result of the Consultant, that would prevent payment of the invoice within 30 days of receipt by the Coordinator.

### C. PAYMENT.

1. County's Maximum Cost of the EIR. The Contract for the preparation of the EIR is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant a maximum amount of EIR cost - written out dollars (\$\_\_\_) for a Coordinator-approved, final EIR. The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the Coordinator and approval of such products by the Coordinator.

2. Time of payment. At the request of the Coordinator, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is in addition to the legal rights and liabilities of the parties pursuant to an audit described in paragraph V.M.

a. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$\_\_\_), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves two (2) copies of the draft project description and EIR outline. If the Contract is terminated before the Consultant expends twenty percent (20%) of the maximum contract price in billable items, the County is entitled to a refund of the difference between the twenty percent (20%) down payment and an itemized billing amount for the work to termination date based on the rates and schedules in Exhibit B.

b. Consultant will be paid forty percent (40%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$\_\_\_), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves \_\_\_ (\_\_\_) copies of the

administrative draft EIR.

c. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$\_\_\_), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves \_\_\_ (\_\_\_) copies of the draft EIR.

d. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$\_\_\_), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves \_\_\_ (\_\_\_) copies of the final EIR.

3. Early Termination Payment. If the Contract is terminated prior to the completion of the final EIR for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination, but not to exceed the maximum percentages listed above for each approved phase plus an additional for work performed and expenses incurred on the phase in progress. Subconsultants shall be apportioned to the phase(s) according to the actual billing to the Consultant from the Subconsultant. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the EIR less the amount required to hire and compensate a replacement Consultant to complete the EIR.

4. Cost Containment. In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform Coordinator, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

5. Early Payment. For good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled early payment for a

future phase. The Board of Supervisors delegates the authority to make early payments to the Environmental Coordinator provided the Environmental Coordinator retains sufficient funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

## II. PROJECT MEETINGS AND PUBLIC HEARINGS

This section of the Contract, Section II, "Project Meetings and Public Hearings," is an option to be exercised solely at the discretion of the Coordinator.

### A. NUMBER OF MEETINGS AND HEARINGS.

At the Coordinator's request, Consultant will send appropriate representatives to \_\_\_ (\_\_\_) project meetings and \_\_\_ (\_\_\_) public hearings.

### B. PAYMENT CALCULATIONS.

1. Attendance at project meetings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the project staff meetings. The Consultant shall submit an itemized billing for each meeting attended. The Consultant's (*position title(s)* - e.g. Supervising Environmental Professional) will be paid at the hourly rate of \$ amount - written out dollars (\$\_\_\_) per hour for preparation and attendance at such meetings. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all meetings on the project and appeal, if any, is \$ amount - written out (\$\_\_\_). This is in addition to the amount stated in paragraph I.C.1. above.

2. Attendance at hearings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings. The Consultant shall submit an itemized billing for each public hearing attended. The Consultant's (*position title(s)* - e.g. Supervising Environmental Professional) will be paid at the hourly rate of \$ amount - written out dollars (\$\_\_\_) per hour for preparation and attendance at such hearings. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all (up to #) public hearings on the project and appeal, if any, is \$ amount - written out dollars (\$\_\_\_). This is in addition to the amount stated in paragraph I.C.1. above.

## III. PROPOSED FINDINGS

This section of the Contract, Section III, "Proposed Findings," is an option to be exercised solely at the discretion of the Coordinator.

**A. DUTIES FOR FINDINGS.**

At the Coordinator's request, Consultant shall prepare and deliver to Coordinator, \_\_\_ (\_\_\_) unbound copies of proposed findings for use by the Board of Supervisors. The findings shall be prepared in accordance with the requirements of the Guidelines, sections 15091 and 15093. The Coordinator will notify Consultant of a reasonable due date for the proposed findings. The Coordinator must approve the proposed findings for this performance to be complete. Findings shall also be provided to the County on diskette(s), using Word or WordPerfect (County's latest version); any spreadsheets and/or databases developed for these findings will be provided on these diskettes in Excel format or other County-approved format.

**B. PAYMENT FOR FINDINGS.**

County shall pay Consultant on a time and materials basis for preparing proposed Findings, up to a total maximum amount of \$ amount - written out dollars (\$\_\_\_) for Coordinator-approved proposed findings. Consultant will submit an itemized statement. The Project Manager will be billed at no more than \$ amount - written out dollars (\$\_\_\_) per hour. (Word processing will be billed at no more than \$ amount written out dollars (\$\_\_\_) per hour). Payment will be due thirty (30) days after approval of proposed findings and receipt of Consultant's correct invoice. Payment for findings is in addition to the amounts stated in paragraphs I.C.1. and II.B.1. above.

**IV. MITIGATION MONITORING PROGRAM**

This section of the contract, Section IV, "Mitigation Monitoring Program," is an option to be exercised solely at the discretion of the Coordinator.

**A. DUTIES FOR PREPARATION OF MITIGATION MONITORING PROGRAM.**

At the Coordinator's request, Consultant shall prepare and deliver to Coordinator, \_\_\_ (\_\_\_) copies of a proposed mitigation monitoring program for use by the Board of Supervisors and County staff. The mitigation monitoring program shall be prepared in accordance with the requirements of CEQA, Public Resources Code, section 21081.6, and the Guidelines, section 15126. The Coordinator will notify Consultant of a reasonable due date for the proposed mitigation monitoring program. The Coordinator must approve the proposed mitigation monitoring program for this performance to be complete. The Consultant shall provide one set of diskettes, on Word or WordPerfect (County's latest version), of the mitigation monitoring program; any spreadsheets and/or databases developed for the

mitigation monitoring program will be provided on these diskettes in Excel format or other format acceptable to the County.

**B. PAYMENT FOR MITIGATION MONITORING PROGRAM.**

County shall pay Consultant on a time and materials basis for preparing proposed Mitigation Monitoring Program, up to a total maximum amount of \$ amount - written out dollars (\$\_\_) for a Coordinator-approved proposed mitigation monitoring program. Consultant will submit an itemized statement. The (Project Environmental Professional) will be billed at no more than \$ amount - written out dollars (\$\_\_) per hour. Word processing will be billed at no more than \$ amount - written out dollars (\$\_\_) per hour. Payment will be due thirty (30) days after approval of the proposed mitigation monitoring program and receipt of Consultant's correct invoice. The total maximum for preparation of the mitigation monitoring program is \$ amount - written out dollars (\$\_\_). This is in addition to the amount stated in paragraphs I.C.1., II.B.1, and III.B. above.

**V. GENERAL CONDITIONS**

**A INDEPENDENT CONTRACTOR.**

Consultant shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits, the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject of this contract; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

**B. NO ELIGIBILITY FOR FRINGE BENEFITS.**

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

**C. INDEMNIFICATION.**

(1) Except as provided in paragraph (2) below, Consultant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Consultant or his agents, employees or other independent Consultants directly responsible to Consultant; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Consultant or Consultant's agents, employees or other independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.

(2) If any claim, demand, litigation or other challenge to the County is brought alleging a deficiency with the County's compliance under the California Environmental Quality Act, the County shall provide the initial legal response to such challenge and shall give the Consultant notice of the challenge within 10 business days of the County's receipt of the challenge. If the case moves to litigation, the County shall provide the attorneys to defend the action. However, the Consultant shall assist in the defense by providing any and all documents, personnel who worked on the project, including sub-consultants, and any other in-house expertise that can assist the County in preparing for and presenting the defense to the CEQA challenge. Such assistance shall be at no cost to the County, and shall continue until the CEQA challenge is finally resolved. If the environmental study or documents need to be upgraded or modified, the Consultant shall accomplish the same at no cost to the County,

unless the Consultant has advised the County in writing of the need to upgrade or modify the study or documents and the County has declined to follow the advice of the Consultant. If the County, Consultant or anyone in Consultant's chain of contractual privity is found to be liable for the claim, demand, challenge or litigation, including attorney's fees, the Consultant shall reimburse the County in accordance with the percentage of fault attributed to the Consultant. The reimbursement to the County shall include a reimbursement for the County's attorney's fees and costs of defending the suit apportioned by the same percentage of fault. If the percentage of fault is not included in a judgment, the percentage of fault shall be determined by agreement between the County and the Consultant or arbitration. Arbitration shall be in accordance with the California Code of Civil Procedure, section 1280 et seq.

**D. INSURANCE.**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. Minimum Scope And Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL") Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and,
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this

Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY (“BAL”). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 “Any Auto” (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy

which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE POLICY (“WC/EL”). This policy shall include at least the following coverages and policy limits:

1. Workers’ Compensation insurance as required by the laws of the laws of the State of California; and

2. Employer’s Liability Insurance Coverage B with coverage amount not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein “BI”); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY (“PL”). This policy shall cover damages, liabilities, and costs incurred as a result of Contractor’s professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or

defense expenses.

3. ENDORSEMENTS. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL).

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE. County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION. Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall

provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

\_\_\_\_ Project Manager  
Department of Planning and Building, Environmental Division  
County Government Center  
San Luis Obispo, CA 93408

**E. WARRANTY OF CONTRACTOR.**

Consultant, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract. Consultant warrants that it, and each of the personnel employed or otherwise retained by Consultant, will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Consultant warrants that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of preparing the required EIR. Consultant warrants that the Consultant, its subcontractors and real person working on this Contract have no conflict of interest with this project and will produce an independent, objective and unbiased work product.

**F. NON-ASSIGNMENT OF CONTRACT.**

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

**G. NONDISCRIMINATION.**

Consultant will not discriminate, in any manner forbidden by law, against any person employed to perform services under this Contract.

**H. TERMINATION OF CONTRACT FOR CAUSE.**

1. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Consultant:

- a. Consultant fails to perform its duties to the satisfaction of the County;

b. Consultant fails to fulfill in a timely and professional manner its obligations under this Contract; or

c. Consultant, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; provided however, that in all instances the Coordinator has contacted the Consultant, stating specific reasons for the dissatisfaction of the Coordinator with the performance of the Consultant, and the Consultant has had a reasonable time to respond to the Coordinator's concerns and, if any defect in performance of the Consultant exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect.

2. The Consultant may terminate this Contract for cause if the following conditions occur:

a. If a representative of the Environmental Division has unreasonably failed to perform the Coordinator's duties under this Contract in a timely and professional manner, causing unreasonable delay within the control of the Coordinator; and

b. The Consultant has contacted the Environmental Coordinator, (the Division Head of the Environmental Division) personally, stating specific reasons for the dissatisfaction of the Consultant with the performance of the representative of the Environmental Division; and

c. The Environmental Coordinator has had a reasonable time to respond to the Consultant's concerns and if any defect in performance of the Coordinator exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect; and

d. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Environmental Coordinator; and

e. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Board of Supervisors of the County of San Luis Obispo, and if after a reasonable time, the Board of Supervisors fails to cure the outstanding defect, then the Consultant may terminate this Contract for cause.

The Board of Supervisors has a right to cure such defect in performance within a reasonable time by causing performance or by giving written notice to Consultant of an intention to perform within a reasonable time thereafter. If the Board of Supervisors fails to

cure the defect within a reasonable time, the Consultant may give written notice of termination for cause delivered to the Board of Supervisors with an information copy to the Coordinator.

**I. TERMINATION OF CONTRACT FOR CONVENIENCE.**

The County may terminate this Contract at any time by giving the Consultant written notice of such termination. Immediately upon receipt of notice of termination, Consultant shall discontinue work on the project and incur no further obligations or expenses. Consultant shall be paid the percentage of the total cost of the EIR that corresponds to the percentage of the EIR document(s) that are satisfactorily completed prior to the Consultant's receipt of said termination.

**J. ENTIRE AGREEMENT AND MODIFICATIONS.**

(1) This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others.

(2) Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Environmental Coordinator the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than ten percent (10%) of the total lump sum amount stated in paragraph I.C.1 above, \$ amount - written out dollars (\$\_\_\_). Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant.— Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator; after approval as to form and legal effect by a Deputy County Counsel.

**K. APPLICABLE LAW AND VENUE.**

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, State of California, and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

**L. SEPARABILITY.**

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

**M. RECORDS.**

Pursuant to California Government Code § 10532, every County contract involving the expenditure of more than ten thousand dollars (\$10,000.00) in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitute "records" for the purposes of this paragraph. Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of Consultant related to this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

**N. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.**

Pursuant to Government Code section 7550, if the total cost of this Contract is over five thousand dollars (\$5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount

represents compensation for multiple documents or written reports.

**O. NOTICES.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following address as appropriate:

**1. To the Environmental Coordinator;**

Environmental Division -  
Co. Planning & Bldg. Department  
County Government Center  
1050 Monterey Street  
San Luis Obispo, CA 93408

**2. To the Board of Supervisors;**

Board of Supervisors  
County Government Center, Rm 370  
1050 Monterey Street  
San Luis Obispo, California 93408

**3. To the Consultant;**

**P. COPYRIGHT.**

Any reports, maps, documents or other materials produced in whole or part by the Consultant or any subconsultant or person responsible to the Consultant under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Consultant, subconsultant or person responsible to Consultant during the performance of this Contract.

**Q. CONFIDENTIALITY.**

No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

**R. EQUIPMENT AND SUPPLIES.**

Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

**S. ACCESS TO RECORDS AND FINANCIAL DATA.**

All recorded data, preserved in any form, but not limited to materials generated for this project or existing information compiled for this project and any financial documents pertaining to this project are the property of the County. At the request of the Board of

Supervisors, the Coordinator, the County Planning Director, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access these records wherever located during reasonable hours for up to three years after project approval. After three years, if the Consultant wants to dispose of the background records the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.

**T. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS.**

To the extent that any terms or conditions set forth in Exhibit B, or past business practices between Consultant and County or Coordinator differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit B, are controlling.

**CONSULTANT**

\_\_\_\_\_ FIRM NAME (CAPS)  
A California Corporation

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

Date

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

Date

**COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

**ATTEST:**

Clerk of the Board of Supervisors

Date

**APPROVED AS TO FORM AND LEGAL EFFECT:**

**JAMES B. LINDHOLM, JR.**  
County Counsel

By: Deputy County Counsel

Dated:

**SCOPE OF WORK**  
**For the Preparation of the**  
**Nipomo Oakglen Avenue and Southland Street**  
**Specific Plan Environmental Impact Report**  
**Date: March 12, 2007**

**PROJECT DESCRIPTION**

Nipomo is an unincorporated community of approximately 14,500 people located in the southerly portion of San Luis Obispo County approximately 5 miles north of the city of Santa Maria. Oakglen Avenue is a local street that is parallel to and just east of Highway 101. There are two segments to Oakglen Avenue that extend north and south from Tefft Street (Nipomo's "Main Street"); each segment provides the single access to these neighborhoods and terminates at the community's edge in a dead-end road that is substandard for emergencies. The Oakglen neighborhoods are underdeveloped and have critical circulation and infrastructure needs. Southland Street is a designated collector on the west side of Highway 101 that has been identified as a location for a possible freeway interchange that would affect the South Oak Glen neighborhood. **The proposed project is an Environmental Impact Report (EIR) for the Oakglen Avenue and Southland Street Specific Plan.**

**General Requirements**

The EIR must meet all of the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.), and the State CEQA guidelines (California Code of Regulations, section 15000 et seq.). The EIR is to be prepared concurrently with the preparation of the specific plan. If the EIR is prepared by a separate consultant, the EIR consultant will need to review the scope of work for the specific plan and coordinate closely with the consultant for the plan. Field reconnaissance, data collection, and the constraints and opportunities analysis identified in the scope of work for the specific plan shall be coordinated with the specific plan consultant. As the specific plan and EIR progress, all applicable mitigation measures or other appropriate information developed in the EIR shall be incorporated into the specific plan.

**Specific Requirements**

The following shall be addressed in the EIR (please refer to the detailed descriptions in attached Exhibit C): agricultural resources; air quality; biological resources; cultural resources; drainage, erosion and sedimentation; geologic hazards and site alteration; noise; public safety; public services and utilities; recreation; traffic; visual resources; wastewater; water pollution; water resources; socio-economic effects; consistency with locally adopted plans and policies; alternatives; cumulative impacts; growth inducement; mitigation monitoring; response to comments; and CEQA findings. If necessary, any other issues to make the EIR a complete document in compliance with CEQA and the State CEQA Guidelines shall also be addressed.

Identified impacts shall be designated as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended.

Mitigation measures shall be described in detail and should be specific to the implementation of the Specific Plan. Two types of mitigation measures should be recommended: measures addressing impacts related to the primary impacts; and measures addressing impacts related to the secondary impacts associated with the Specific Plan.

### Staff Meetings

The consultant shall be available for the following staff meetings: Initial Staff and Consultant Meeting, Plan and EIR "Kick-off" meeting, and routine monthly team meetings. The cost estimate shall include the initial meeting, the "kick-off" meeting and at least 12 other meetings.

### Public Hearings

The consultant shall include costs for attendance at 4 public hearings, 3 local advisory council meetings and 3 public workshops. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity during hearings. The costs for attendance at the public hearings shall be itemized and are to be considered options to be exercised by the County.

### Deliverables

The format for all text documents, tables, charts, and illustrations shall be 8-1/2 x 11 vertical. If oversized inclusions are necessary, they will be 11 x 17. Document covers for all related documents shall be coordinated so they appear as a "set". All administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper.

Deliverables shall include:

- A. Four (4) copies of the draft Project Description and EIR Outline.
- B. Five (5) copies of the Administrative Draft EIR with appendices and mitigation monitoring program (2 copies in "oversized" three ring binders [that can handle Final EIR], 3 bound copies).
- C. Eighty-five (85) copies of the Draft EIR with appendices as follows: 4 unbound, three-hole punched copies in binders; one unbound photo-ready copy (two-sided); 30 bound copies; 50 CDs (with graphics) in "searchable" pdf format, including one electronic copy in original format [e.g., Word]).
- D. Provide the draft EIR in an HTML, or other similar format, so text and graphics can be easily placed on the county's web site. (Optional: if County's website has insufficient space for electronic version, consultant shall provide website.)
- E. Five (5) copies of the Administrative Final EIR with appendices (all copies unbound, three-hole punched).
- F. Forty-five (45) copies of the Final EIR with appendices as follows: one unbound photo-ready copy (two-sided); 25 bound copies; 19 CDs (with graphics) in .pdf format, including one electronic copy in original format [e.g., Word]).
- G. If Mitigation Monitoring Program not incorporated into FEIR, 5 bound copies and one unbound, two-sided copy of the final MMP.

- H. One set of CDs (or other electronic medium acceptable to the county), in Word (current version, properly formatted), with the Draft and Final EIR, mitigation monitoring program and appendices. Spreadsheets and or databases developed for this EIR shall also be included on these CDs using the latest County's spreadsheet software.
- I. Any geographic information electronically mapped as part of this project shall be provided as a .SHP file, a format compatible with ESRI's ArcView GIS software program, and shall be registered to the California State Plane NAD 83, Zone 5 coordinate system, units in feet. A .PRJ file shall be included reflecting this coordinate system.

All .SHP files submitted shall include sufficient metadata compatible with the ArcCatalog .XML format. This metadata shall include at minimum the following:

- An abstract containing a brief narrative summary of the data set including levels of accuracy and methods of data capture.
- Purpose for creating the data with a summary of the intentions with which the data set was developed
- Citation including the name of the organization and/or individual that developed the dataset
- Maintenance requirements noting the frequency with which changes (if any are necessary) are made to the data set after the initial data set is completed
- Theme key words associated with the data set
- Contact information for the creator of the data set and for the creator of the metadata
- Date the data was published

Descriptive text, thoroughly defining all features within each mapped data set, shall be incorporated into the data attribute tables. If codes or abbreviations were used for data attributes, then a .LYR or other document explaining the codes shall be included. If maps were created in ArcView then an .MXD file shall be included showing proper final map layout with any necessary symbolization.

EXHIBIT A – VICINITY MAP

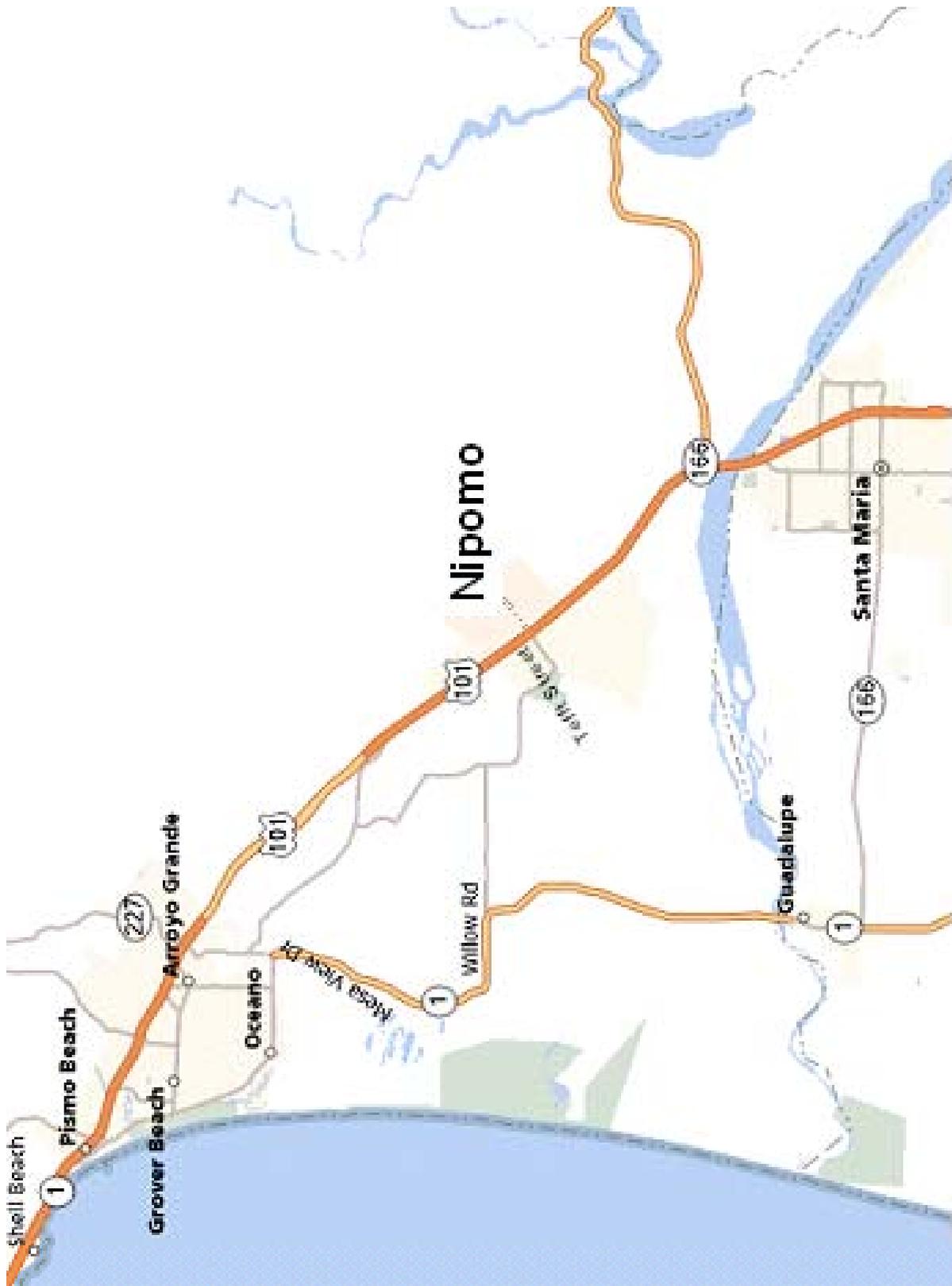
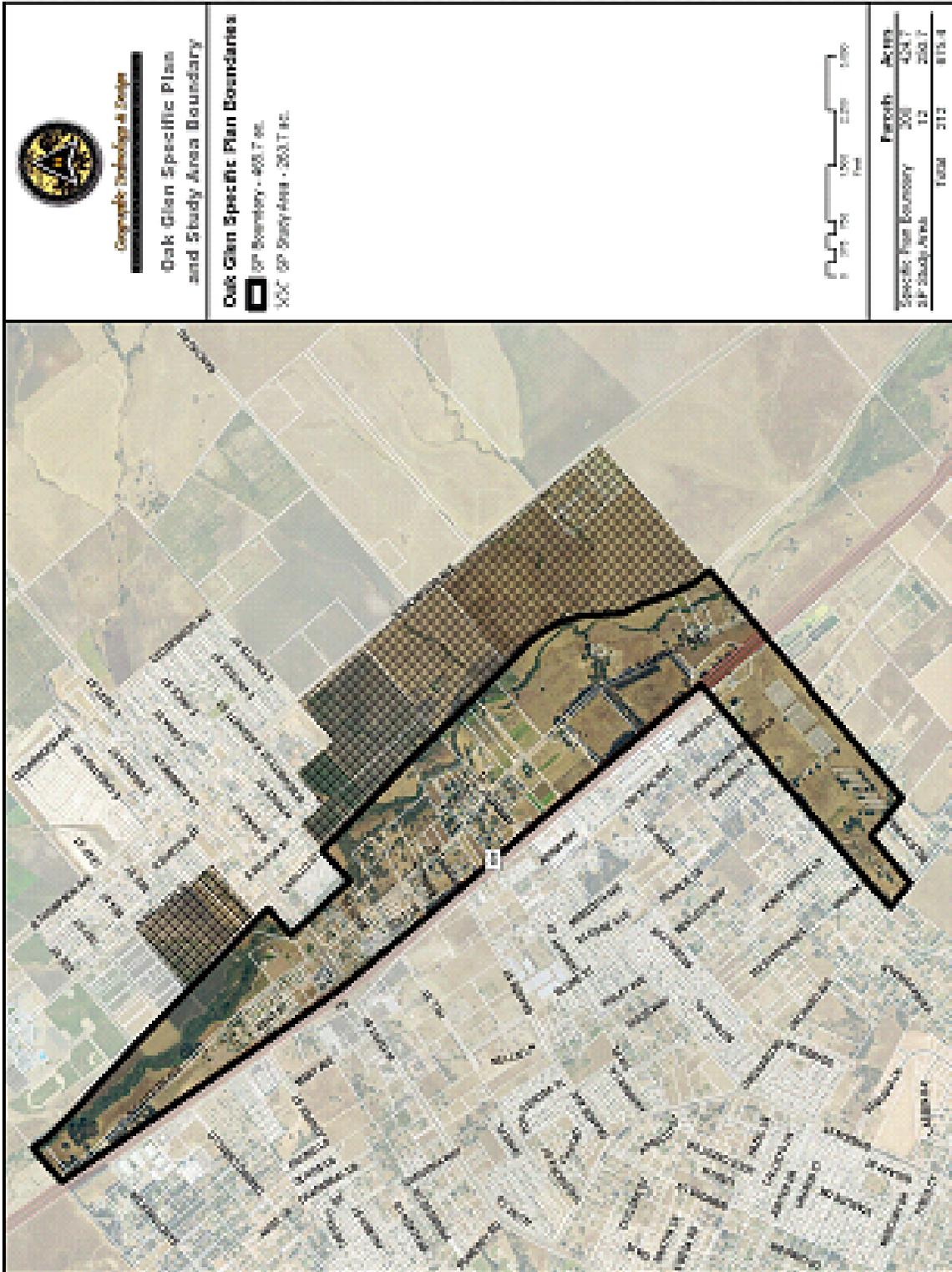




EXHIBIT B<sub>2</sub> – 2003 AERIAL



## EXHIBIT C

### A. Agricultural Resources

Potential impacts to agricultural resources must be identified and evaluated by qualified persons. The analysis shall include, but not be limited to, the following:

1. The County Agricultural Commissioner's Office and California Department of Conservation shall be consulted.
2. The Important Farmland Map for San Luis Obispo County, the County Williamson Act Map, and Natural Resources Conservation Service Soil Survey Maps shall be reviewed.
3. A description of adjacent and regional agricultural uses shall be discussed. "Regional" will need to be defined in consultation with the County Agricultural Commissioner's Office.
4. The potential adverse impacts to the agricultural capability of adjacent or nearby lands currently enrolled in the Agricultural Preserve Program and/or supporting production agriculture shall be evaluated.
5. The potential for the loss of agriculturally productive soils as a result of development and the potential for incompatibilities between agriculture and residential uses shall be evaluated.
6. Adequate, feasible, and enforceable mitigation measures, if any, to ensure that agricultural resources are adequately protected shall be identified and discussed.

### B. Air Quality

The analysis of air quality impacts shall be accomplished by a qualified air quality specialist and shall include, but not be limited to, the following:

1. The Air Pollution Control District, the Clean Air Plan, the South County Air Quality Mitigation Program and "CEQA Air Quality Handbook" (April 2003) shall be consulted.
2. A description of the existing air quality in the project area shall be provided, including:
  - a. Discussion of applicable State and Federal air quality standards.
  - b. Local climate and air pollution meteorology.
  - c. Local trends and patterns of air pollutant concentrations including air quality monitoring data from local monitoring stations.
3. State and Federal attainment status and current air quality planning efforts within the County shall be discussed.
4. County air quality policies and consistency with the adopted Clean Air Plan relative to development shall be discussed.
5. The thresholds and air quality constraints for development of the property shall be summarized.
6. A geologic analysis shall be performed to determine the presence or absence of naturally-occurring asbestos.
7. A thorough emissions analysis shall be performed on all relevant emission sources, using emission factors from the Environmental Protection Agency (EPA) document

AP-42 "Compilation of Air Pollutant Emission Factors", EMFAC2000, URBEMIS, or other approved sources. The emissions analysis shall include calculations for estimated emissions of all criteria pollutants and toxic substances released from the anticipated land uses on a quarterly and yearly basis. Documentation of emission factors and all assumptions shall be documented in the EIR appendix.

8. Short-term, long-term, and cumulative construction and operational air quality impacts shall be identified and discussed. Operational emissions shall include, but not be limited to: increases in air pollution as a result of wood burning stoves, operation of appliances, and increased use of vehicles. A modeling analysis shall be required to address local and regional impacts with respect to maintaining applicable air quality standards at build-out.
9. Any other short-term, long-term, and cumulative construction and operational air quality impacts, including dust nuisance, objectionable odors, and the release of asbestos, shall be identified and discussed, and any required operational permits shall be identified.
10. Adequate and feasible mitigation measures, if any, to address air quality impacts shall be identified and discussed. Mitigation measures shall be developed based on the "CEQA Air Quality Handbook" and consultation with the APCD.

### C. Biological Resources

Potential impacts to biological resources must be identified and evaluated by a qualified biologist. The biological resource analysis shall include, but not be limited to, the following:

1. The California Department of Fish and Game, United States Fish and Wildlife Service, California Native Plant Society, the Audubon Society, and other appropriate conservation organizations as appropriate shall be consulted.
2. All rare, threatened and/or endangered plant and wildlife species on-site shall be identified.
3. All rare, threatened and/or endangered plant and wildlife species off-site that could potentially be affected by the proposed project shall be identified.
4. All other sensitive, unique or important plant and wildlife species and communities of the project area shall be identified.
5. The consultant shall prepare mapping that illustrates the locations of the following:
  - a. Location of individuals and groups of rare, threatened, and/or endangered plant species.
  - b. Habitat for rare, threatened and/or endangered plant and wildlife species.
  - c. Wetlands and riparian areas, in particular the Nipomo Creek.
  - d. Other areas of sensitive, unique or important biological resources, including the use of eucalyptus by nesting raptures and as over-wintering sites for the monarch butterfly.
6. Short-term, long-term, and cumulative impacts on rare, threatened, and/or endangered species and species habitat shall be identified. The discussion shall include, but not be limited to, both direct and indirect effects of development on special-status species

and their habitat, such as site alteration, increased sedimentation, and altered wildlife behavior. Cumulative impacts on the area's ecosystem that could result from the project shall be identified.

7. The effects of increased use of water resources, development, erosion and sedimentation on stream flow and affected aquatic species within Nipomo Creek and tributaries.
8. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse biological impacts, shall be identified and discussed.

#### D. Cultural Resources

The analysis of cultural resources shall be prepared by County-approved, qualified individual(s). Cultural resource sub-consultants shall be chosen based on: 1) familiarity with the project area, its history and setting and 2) demonstrated ability to work in an atmosphere where differing opinions are extant. The analysis shall include, but not be limited to, the following:

1. Existing reports and documents shall be reviewed and incorporated into the environmental analysis. Upon review of these studies, any supplemental studies determined to be necessary by the consultant shall be included in the proposed scope of work.
2. Local and Salinian Native American representatives, NAHC and the State Historic Preservation Office shall be consulted. Results of the SB 18 consultation shall be incorporated.
3. The cultural importance of on-site archaeological, historical, and paleontological resources shall be evaluated and discussed. Of particular interest is the Dana Adobe.
4. Potential significant impacts to archaeological, historical, and paleontological resources shall be identified and discussed.
5. Adequate and feasible mitigation measures to ensure that known and unknown cultural resources are adequately protected shall be identified and discussed.
6. The location and detailed descriptions of archaeological resources shall be contained in an appendix to be published under separate cover and clearly marked "Confidential, Not For Public Review".

#### E. Drainage, Erosion, and Sedimentation

A registered civil engineer must evaluate potential drainage, erosion, and sedimentation impacts. The analysis shall include, but not be limited to, the following:

1. Existing reports shall be reviewed and incorporated into the environmental analysis as appropriate. Any supplemental studies determined to be necessary by the consultant shall be included in the proposed scope of work.
2. The County Public Works Department, the United States Natural Resource Conservation Service, the Resource Conservation District, and the California Department of Fish and Game shall be consulted, as applicable.

3. Significant drainage courses and undrained depressions shall be identified and mapped.
4. All areas within and adjacent to the project boundaries that currently experience drainage and/or flooding conditions shall be identified and mapped.
5. All areas that could potentially be adversely affected by drainage, flooding, erosion, or sedimentation impacts resulting from development within the study area shall be identified and mapped.
6. Short-term, long-term, and cumulative impacts shall be identified and discussed.
7. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse drainage, erosion, and sedimentation impacts, shall be identified and discussed.

#### F. Geologic Hazards/Site Alteration

A qualified, registered engineer shall evaluate potential geologic hazards and impacts resulting from future site alteration. The analysis shall include, but not be limited to, the following:

1. Existing reports shall be reviewed and incorporated into the environmental analysis. Any supplemental studies determined to be necessary by the consultant shall be included.
2. The County Public Works Department, the County Department of Planning and Building, and the County Geologist shall be consulted.
3. The San Luis Obispo County Land Use Ordinance shall be referenced.
4. The description of the project setting shall include:
  - a. Underlying formations.
  - b. Faulting.
  - c. Slope stability.
  - d. Potential liquefaction hazards.
  - e. Potential landslide hazards.
5. Significant areas that pose geologic hazards shall be mapped.
6. The geologic features of the site and surrounding area that may have an adverse impact on the development of the project shall be evaluated and discussed.
7. Short-term, long-term, and cumulative impacts associated with topographical alteration including drainage structures, and other improvements shall be identified and discussed.
8. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to geologic hazards or topographic alteration shall be identified and discussed.

#### G. Noise

The analysis of noise impacts shall be accomplished by a County-approved, qualified individual experienced in the field of environmental noise assessment and shall include,

but not be limited to, the following:

1. Existing and future (20-year) noise contours from, but not limited to, the following sources shall be determined and mapped:
  - a. Highway 101.
  - b. Tefft Street.
  - c. Southland Street and potential interchange.
  - d. Other roads within the study area, if appropriate.
2. Significant noise impacts resulting from proposed noise-sensitive uses that may be developed in close proximity to existing identified noise sources, using thresholds based on the adopted Noise Element of the County General Plan shall be identified and discussed.
3. Significant project-specific and cumulative noise impacts resulting from increased ambient noise level as a result of the proposed project shall be identified and discussed. Sources to be analyzed shall include, but not be limited to, the increased use of vehicles, fixed outdoor appliances, and noise-generating commercial uses.
4. Adequate and feasible mitigation measures, if any, to minimize potential noise impacts shall be identified and discussed.

#### H. Public Safety

The analysis of potential public safety impacts shall be accomplished by a qualified individual, and shall include a discussion of hazardous materials, fire hazard, and air traffic safety, and shall include but not be limited to the following:

1. The California Department of Forestry/County Fire Department, County Sheriff's Department, California Highway Patrol and Cal Trans
2. Potential sources of public safety hazards on and adjacent to the project site shall be identified and discussed, including, but not limited to the following:
  - a. Transportation routes, including emergency access, dead-end roads and proposed secondary access.
  - b. Safe routes to Nipomo Elementary School and Nipomo High School.
  - c. Adjacent commercial and utility facilities.
  - d. Existing and proposed use of hazardous materials associated with agricultural, recreational, and other uses.
  - e. Wildfire hazard.
3. Potential impacts as a result of public safety hazards shall be identified and discussed.
4. Applicable State and Federal codes and regulations shall be identified and discussed.
5. Adequate and feasible mitigation measures, if any, to minimize potential public safety impacts shall be identified and discussed.

I. Public Services and Utilities

The analysis of potential impacts to public services shall include but not be limited to:

1. The California Fire Department, the San Luis Obispo County Sheriff's Department, the California Highway Patrol, Nipomo Community Services District, County Public Works Solid Waste Division, County Integrated Waste Management Authority, and the Lucia Mar Unified School District, shall be consulted.
2. The past and present status of police, fire, school, water supply, wastewater disposal, solid waste disposal, and liquid (sludge) waste disposal services in the project area shall be identified and discussed.
3. The location of existing and proposed utility lines (gas, electric, and cable), and water and sanitary sewer lines shall be identified and discussed.
4. Significant impacts to public services, or resulting from inadequate public services, that could result from the development of the project shall be identified, quantified, and discussed.
5. The proposed project's impact to existing emergency response systems shall be assessed. Impacts exceeding what are mitigated by existing "fair share" fee contribution programs shall be identified and discussed.
6. Significant impacts resulting from the construction of any new public facilities (such as a Sheriff's substation), shall be identified and discussed.
7. Significant impacts resulting from the construction of new utility lines shall be identified and discussed.
8. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to public services and utilities shall be identified and discussed. The analysis shall determine if any public improvement projects are necessary and identify the means of implementation for improvement projects.
9. Improvement projects, funding, and responsibility shall be identified as necessary to provide mitigation for each phase of project development and the cumulative effects of project development.

J. Recreation

The analysis of potential impacts to recreational resources shall include but not be limited to:

1. The County Department of General Services Division of Parks and Recreation, Dana Adobe Nipomo Amigos, and the community of Nipomo shall be consulted.
2. Impacts to the Dana Adobe and surrounding lands.
3. The past and present location and status of recreational resources in the project area shall be identified and discussed.
4. Existing and proposed recreational opportunities shall be clearly designated as either public or private uses, and the proposed project shall be analyzed for consistency with the County Parks and Recreation Element, and Agriculture and Open Space Element.
5. This section shall include an analysis of both private and public recreation amenities.

6. Impacts to recreational resources including increased demand and the creation of new recreational facilities that could result from the development of the project shall be identified and discussed, including effects of the proposed project on the adjacent agricultural areas.
7. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse impacts related to recreational resources shall be identified and discussed. The analysis shall determine if any new recreational opportunities are necessary.

K. Traffic

The analysis of traffic conditions shall be performed by a registered engineer with expertise in traffic and shall include, but not be limited to, the following:

1. The County Public Works Department, California Department of Transportation, California Highway Patrol, Cal Fire and San Luis Obispo Council of Governments shall be consulted. Note: County Public Works will provide all necessary traffic counts.
2. Incorporate and evaluate available information and plans from County Public Works on the Southland interchange, any planned improvements for the Tefft/101 interchange, and the Willow Road extension and interchange project.
3. Existing safety issues, traffic capacity, and loads of affected highways, roads, and intersections shall be discussed, including but not limited to the following locations and associated intersections:
  - a. North Oakglen Avenue (dead-end road).
  - b. South Oakglen Avenue (dead-end road).
  - c. Southland Street and future interchange.
  - d. The intersection of Oakglen Avenue and Tefft Street.
  - e. The intersection of South Oakglen Avenue and Southland Street.
  - f. The intersection of Southland Street and South Frontage Road.
  - g. The intersection of Southland Street and Orchard Avenue.
  - h. Tefft Street and Highway 101 interchange and Tefft Street bridge.
4. The analysis shall include, but not be limited to an assessment of:
  - a. Increased traffic during commuting hours;
  - b. Traffic to Nipomo High School;
  - c. Traffic associated with potential commercial uses on Southland Street;
  - d. Traffic safety issues, in particular, secondary access to North and South Oakglen Avenues.
  - e. Alternative modes of transportation including, bicycle circulation, a Nipomo Creek trail, and safe routes to Nipomo High School and Nipomo Elementary School.

5. Significant impacts to traffic capacity or traffic safety that could result from the development of the project shall be identified and discussed. The impact discussion shall include short-term effects during construction of proposed development, long-term effects, and cumulative effects.
6. The physical effects of increased use of local roads and highways shall be assessed.
7. Proposed access locations and circulation shall be evaluated to identify any potential traffic safety impacts, including the creation of dangerous intersections, limited site distance, unsafe pedestrian crossings, and insufficient acceleration/deceleration lanes, channelization lanes, and safety lighting.
8. The requirement for encroachment permits for off-site road improvements from the County and Caltrans shall be identified and discussed.
9. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to traffic capacity or traffic safety shall be identified and discussed. Alternative solutions to the Oakglen Avenue dead-end road issue shall be included. Mitigation measures may include both on-site and off-site road improvements, installation of street signals and signage, and additional lighting. Secondary impacts resulting from recommended and required improvements shall be identified and discussed.

L. Visual Resources

Analysis shall be prepared by a County-approved, qualified individual and shall include, but not be limited to, the following:

1. Development of ratings and recommendations for the assignment of aesthetic values to protect views from Highway 101, in particular as community gateways, views of the Dana Adobe and surrounding agricultural lands, and to identify other, if any, potentially significant key viewing areas. The viewshed(s) of key viewing areas shall be identified and mapped, and representative photos of key viewing areas shall be presented.
2. The analysis shall include the potential for landscape enhancements within the Highway 101 right-of-way.
3. The analysis shall include a discussion of methodology for the determination of key viewing areas, thresholds of significance, and classification of impact(s).
4. Accurate color photo-simulations of proposed development within key viewing areas shall be presented.
5. Short-term, long-term, and cumulative impacts shall be identified, and may include loss of vegetation, increased light and glare, loss of dark skies due to increased ambient night lighting, and degradation of visual character.
6. Adequate and feasible mitigation measures to ensure that visual resources are adequately protected shall be identified and discussed. Specific mitigation measures may be required for commercial projects in gateway locations, projects near the Dana Adobe and adjacent to agricultural land. General mitigation measures may be applied throughout the project site, such as design standards and the designation of visually sensitive areas.

7. Accurate color photo-simulations of proposed development within key viewing areas shall be presented with recommended mitigation measures incorporated into the simulation.

M. Wastewater

The analysis shall be prepared by a registered engineer with experience in wastewater systems, and shall include, but not be limited to, the following:

1. The County Environmental Health Division, Nipomo Community Services District and Regional Water Quality Control Board shall be consulted.
2. Wastewater demands shall be calculated, and the existing sewer system shall be evaluated.
3. Extension of sewer mains shall be evaluated.
4. The amount of sludge generated shall be quantified, and an analysis shall be prepared to determine the impacts to waste disposal sites that accept sludge.
5. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse impacts, shall be identified and discussed.

N. Water Pollution

The analysis of surface and ground water pollution impacts shall be prepared by a qualified professional and shall include, but not be limited to, the following:

1. The Regional Water Quality Control Board, State Department of Fish and Game, County Environmental Health Division and the County Agricultural Commissioner's Office shall be consulted.
2. Past and present water quality in the area of the project site shall be identified and discussed. "Area" will need to be defined as a "study area" by the consultant, and should include the groundwater basin and surface water flowing to Nipomo Creek.
3. Proposed uses that may result in surface and ground water pollution during operation, including but not limited to commercial and agricultural uses, shall be identified and discussed.
4. The potential for groundwater and creek contamination shall be identified and discussed, in particular surface water runoff.
5. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to water quality shall be identified and discussed.

O. Water Resources

Review of existing hydro-geological information on the groundwater basin shall be conducted by a County-approved, certified engineering geologist to determine the study area's impact to the groundwater basin. This section shall also include, but not be limited to, the following:

1. The County Public Works Department and Nipomo Community Services District shall be consulted.

2. Current and future projections of water demand for the project shall be determined.
3. A water supply assessment modeled on SB 610 shall be completed and/or verification of available water modeled on SB 221 shall be completed.
4. Potential supplemental water sources shall be evaluated and discussed.
5. The long-term capability of the ground water basin to provide adequate quantities of water for an expected lifespan or duration of the operational phases of the proposed project shall be evaluated and discussed.
6. Feasible mitigation measures that could be included in the project to minimize potential impacts related to groundwater availability shall be identified and discussed, including but not limited to, water conservation measures, limitations on landscape, and the use of recycled water. The establishment of a fair-share mitigation fee program shall be evaluated.

P. Socio-economic Effects

1. The affected socioeconomic environment shall be delineated, and shall depict the land, buildings, and other features that may be subject to physical project effects.
2. The analysis shall involve the collection of available statistics from all available sources, including census data, sales tax data, and an inventory of all business operations that would be positively or adversely, directly or indirectly affected by physical changes proposed by, or resulting from, the proposed project. The existing setting section will summarize the results of the data collection. The social and economic data should be tabulated for ease of reference and detailed data should be included in an appendix. The social and economic study area shall be described, including existing population characteristics, housing patterns, commercial and business patterns, and recreational economic characteristics. Qualitative information will be described based upon survey results.
3. Land use, growth inducement, farmland, social, relocation, and economic impacts shall be identified and discussed as part of this analysis.
4. Long-term or short-term significant impacts to socioeconomic resources and any potential environmental justice issues shall be identified and discussed. The determination of impact shall be based on clearly defined significance criteria, developed from agency consultation and the appropriate legislative guidelines. If the social and economic effect causes a cause or effect that is significant the cause or effect shall be identified, not the social or economic change.
5. Cumulative social and economic effects shall be addressed, to the extent that they could cause a physical change in conjunction with the proposed actions. The significance of these, while avoiding excessive speculation, shall be discussed.
6. Mitigation measures shall be identified and discussed. Any unavoidable impacts that cannot be mitigated shall be identified.

Q. Consistency with Locally Adopted Plans and Policies

This analysis is to be accomplished by a qualified land use planner and is to include, but not be limited to, the following:

1. The County Planning and Building Department and affected agencies shall be consulted.
2. The consultant shall complete an evaluation and discussion of the proposed project as it relates to all applicable plans and policies, including, but not limited to:
  - a. Framework for Planning (Land Use and Circulation Element, Part I)
  - b. Land Use Ordinance
  - c. South County Area Plan (Land Use and Circulation Element, Part II)
  - d. County Land Use Element
  - e. Clean Air Plan
  - f. Housing Element
  - g. Agriculture and Open Space Element
  - h. Parks and Recreation Element
  - i. Conservation Element (to be updated in 2007-2008)
3. The consistency analysis may be presented as a separate section of the EIR, or may be presented within the regulatory setting of each applicable environmental resource section. At a minimum, inconsistencies shall be clearly presented in a separate section within the EIR.
4. This section shall also assess the proposed future development scenario, and a table shall be provided to clearly identify whether the proposed uses are allowed by the Land Use Ordinance.
5. This section shall also include a list and brief discussion of the required Specific Plan, General Plan Amendments, and entitlements that would be required to implement the future development scenario.

R. Alternatives

The alternatives analysis shall be prepared pursuant to CEQA Guidelines, and shall evaluate a minimum of four alternatives as followed:

1. Discussion and evaluation of project alternatives shall include, but not be limited to, the following:
  - a. No project.
  - b. Revised design.
  - c. Reduced project.
  - d. Alternative development scenarios.
2. The alternatives discussion shall include the same level of analysis as the proposed project for all significantly affected resources.

3. This section shall include graphics, where applicable, showing proposed alternative locations for the uses identified in the future development scenario, residential development, commercial development, public facilities, public and private recreational opportunities, and access locations.

S. Cumulative Impacts

The EIR must address all cumulative impacts within each area of analysis. The cumulative analysis shall include the future development scenario and build-out of the Nipomo Urban area. The discussion of cumulative impacts shall include, but not be limited to the following:

1. The proposed method for analyzing cumulative impacts shall be identified, including all assumptions based on existing setting and timeframe of analysis (i.e., 20 years).
2. Cumulative impacts shall be quantified when feasible, such as during the assessment of traffic and air quality impacts.
3. All cumulative impacts resulting from the proposed project in relation to other existing and future projects shall be identified and discussed. Cumulatively considerable impacts shall be identified and discussed.
4. All cumulative impacts resulting from the proposed future development scenario in relation to other existing and future projects and build-out of the Nipomo urban area shall be identified and discussed. Cumulatively considerable impacts shall be identified and discussed.
5. Any additional mitigation measures shall be identified, as applicable.

T. Growth Inducement

The EIR must include an evaluation and discussion of the project's potential growth inducing impacts, including but not limited to, expansion of the Nipomo Urban Reserve Line, loss of agricultural land, the project's affect on the population and housing balance, and impacts to environmental resources.

U. Mitigation Monitoring

A comprehensive mitigation monitoring and reporting program, pursuant to Public Resources Code section 21081.6, shall be developed for applicable mitigation measures.

V. Response to Comments

A time and materials not-to-exceed budget of 100 hours shall be included in the proposal and cost estimate to prepare responses to comments to the Draft EIR. Responses shall be prepared pursuant to Section 15088 of the State CEQA Guidelines. Responses shall be prepared in a format approved by the Environmental Coordinator.

W. Findings

A time and materials not-to-exceed-budget of 50 hours shall be included in the proposal and cost estimate, for the preparation of findings pursuant to Sections 15091 and 15093 of the State CEQA Guidelines. These findings shall be prepared in a format approved by the Environmental Coordinator.

## SCOPE OF WORK

For the Preparation of the  
**Nipomo Oakglen Avenue and Southland Street  
Specific Plan and General Plan Amendment**  
Date: March 12, 2007

### **PROJECT DESCRIPTION**

Nipomo is an unincorporated community of approximately 14,500 people located in the southerly portion of San Luis Obispo County approximately 5 miles north of the city of Santa Maria. Oakglen Avenue is a local street that is parallel to and just east of Highway 101. There are two segments to Oakglen Avenue that extend north and south from Tefft Street (Nipomo's "Main Street"); each segment provides the single access to these neighborhoods and terminates at the community's edge in a dead-end road that is substandard for emergencies. The Oakglen neighborhoods are under-developed and have critical circulation and infrastructure needs. Southland Street is a designated collector on the west side of Highway 101 that has been identified as a location for a possible freeway interchange that would affect the South Oakglen neighborhood.

**The proposed project is a Specific Plan and General Plan Amendment for the Oakglen Avenue and Southland Street neighborhoods.** The project includes concurrent amendments to the South County Area Plan and Circulation Element, as well as the South County Planning Area Standards in Land Use Ordinance Section 22.112 (in particular, Section 22.112.040.I.2 that contains specific plan requirements for the Southland Street neighborhood). Please refer to the attached exhibits that identify the study area. The specific plan shall be consistent with Government Code Sections 65450 through 65457 and address the following issues:

- Circulation. A needs and financing plan for funding access improvements. Analysis shall include: additional access routes for emergency access (California Code of Regulations Title 14, for "dead-end roads"); potential and probable costs for freeway access at Southland Avenue; possible connections to Thompson Road from Oak Glen Avenue at both the north and south ends; transportation to schools, including "safe-routes"; and bicycle, pedestrian and equestrian routes, including a potential creek-side trail.
- Water. The specific plan area's share of the cost for supplemental water. (Nipomo and the Nipomo Mesa area have a critical water supply issue.)
- Infrastructure. A needs and financing plan for funding infrastructure improvements. Analysis shall include: the extension of water and sewer mains; provisions for drainage facilities and street lights.
- Green-Spaces. Parkway and neighborhood park improvements and maintenance, creek enhancements and maintenance, and potential for Highway 101 right-of-way enhancement.
- Smart Growth. Include provision for implementing Smart Growth and Green-build principles.
- Housing. Mix of housing types and densities, including potential up-zoning for higher densities.
- Commercial Development. Economic potential and desirability for commercial development including, but not limited to, the east side of Highway 101 at Southland Avenue.

- Historic Preservation. Facilitate enhancement of the Dana Adobe and potential for adjoining state park.
- Urban/Agricultural Conflicts. Large portions of the study area are adjacent to land in the Agriculture Land Use Category. The analysis shall include agricultural buffers and potential for preservation of agricultural lands.
- Implementation. Include development and design standards, processes and programs for plan implementation.
- Cost of Plan Preparation. Develop a fee for defraying the cost of specific plan preparation pursuant to Government Code section 65456(a).

### **GENERAL REQUIREMENTS (Major Steps)**

- Pre-Plan Efforts
  - Staff and agency consultations
  - Field reconnaissance
  - Data collection
  - Base map preparation
  - Existing and projected conditions report
- Development of Plan Alternatives and Project Description
  - Community workshops
  - Consensus concept plan
  - Project description
- Specific Plan and EIR Preparation
  - Kick-off meeting
  - Administrative drafts
  - Public review drafts
  - Response to comments
  - Final EIR
  - Public hearing draft
- Public Hearings and Final Plan
  - Planning Commission hearing(s)
  - Plan revisions
  - Board of Supervisors hearing(s)
  - Final plan

### **TASKS AND DELIVERABLES**

#### **Phase A: Pre-Plan Efforts**

##### **Task A1: Initial Staff and Consultant Meeting**

This meeting will include:

1. Review of project objectives, scope of work, and project timeline.
2. Identification of key project contacts and information exchange.
3. Identification of optimal working relationship in terms of receipt and review of materials, turn-around times, staff/consultant coordination, progress reports, etc.
4. County to deliver notes and information gathered at initial public meetings.
5. Confirm document and product format, organization, and graphic quality presentation, as specified in the RFP.

Deliverable Products: Consultant to finalize a project timeline and schedule.

Task A2: Introduction of Consultant

Introduce the consultant at the next South County Advisory Council (SCAC) meeting that would include an exchange of ideas and project communication (e.g., web page updates, public contact through staff, and status reports to SCAC).

Task A3: Field Reconnaissance

County staff and the consultant team will conduct one or more field visits to observe existing physical conditions of the study area. The primary purpose of this task is to familiarize County staff and the consultant team with the study area and to identify potential opportunities, problem areas and issues that need to be focused on during the project. Property owners, community sub-committee (as established by the District Supervisor) and affected agencies will be notified of the site visit, and can choose to participate in the reconnaissance. Consultant may require a subsequent visit to complete photo record.

Deliverable Products: Consultant will provide documentation of field reconnaissance and digital photo record of study area.

Task A4: Data Collection

Physical and environmental constraints and resource limitations: consultant will identify and define constraints and limitations based on field reconnaissance, county's background information, and, as necessary, interviews with agency staff: Planning, Public Works, Environmental Health and Parks Department, Cal Fire, Caltrans, SLOCOG, Land Conservancy of San Luis Obispo, and Nipomo Community Services District (NCSD). This task will require, at a minimum, qualified professionals in traffic and transportation, archaeology, botany, biology, hydrology, soils, and noise analysis.

Areas of opportunity: consultant will identify and define potential areas of opportunity for new residential and commercial development, redevelopment, restoration, enhancement, conservation and circulation linkages.

Land use and street improvement inventories: consultant will identify existing land uses, and the number, location, and condition of existing dwelling units. The street inventory shall include improvement widths, surface type, the level of improvement (surface type, curbs, gutters or sidewalks), and street conditions throughout the study area. Consultant may base the inventories on field reconnaissance, existing county aerial photographs and, in consultation with county and NCSD staff, as necessary.

Task A5: Constraints and Opportunities Analysis

Consultant will document constraints, limitation and opportunities identified in Task A4. The document shall include existing conditions and baseline environmental constraints. The document shall also include a preliminary analysis of potential effects of build-out (per County methodology), projected conditions, and possible solutions within the areas of opportunity.

Deliverable Products: The consultant will prepare a draft document for the County's review. This draft is for in-house staff review only and will include delivery of five (5) hard copies and one copy in electronic PDF format. The County will provide one (1) consolidated marked up redline version of all County comments in one transmittal. The consultant will make all necessary corrections and produce a final version and provide one (1) digital version (PDF) and one (1) copy in Word format on CD, one (1) reproducible colored version, seven (7) color

copies, and Fifty (50) black and white copies.

#### Task A6: Base Map

Consultant will prepare a project area base map in a format consistent with County GIS requirements. This base map will compile existing available data into one or more exhibits to show information such as: parcel lines, ownership, street and infrastructure locations, and existing development areas on and surrounding the study area, aerial photos, topography (two foot contour intervals) and flood areas and Land Use Categories. Consultant will incorporate environmental constraints data from the Task A4 into a data layer. The base map will be used throughout the project for various mapping and design exhibits.

Deliverable Products: Consultant will prepare an “opportunities and constraints” overlay map using existing aerial photographs provided by the county in hard copy and electronic format. The electronic base map(s) will be scaled for appropriate presentation format. In GIS linked to SLO parcel and inventory data (please see the GIS requirements at the end this document).

#### Task A7: Distribution of Constraints and Opportunities Analysis

The County will distribute the Constraints and Opportunity Analysis to community members and agencies in preparation of community workshops.

### **Phase B: Development of Plan Alternatives and Project Description**

Public workshops and visioning sessions will be conducted by the County and the consultant. The workshops will be used to help determine circulation and transportation options, target population for the study area, the location and extent of new land uses, housing types, land use category (zoning) changes, use of the creek corridor, land associated with the Dana Adobe, and urban/agricultural conflicts. These workshops will be hands-on sessions with community participants such as property owners, business owners, neighbors, advisory council members, agencies and other interested groups. The workshops will be consecutive with short turn-around times. They are intended to build on previous community efforts, review options, and gather information and ideas to help generate plan alternatives.

#### Task B1: Public Workshop #1 - Background Information and Community Values

The purpose of this workshop is to present background information, to the community, summarize previous meetings and information gathered to this point, and to develop community values and preferences on the issues to be addressed in the plan.

1. County staff and the consultant will present background information to the community. The background information will include the County General Plan goals and policies relating to the study area and project issues, smart growth principles, the new base map and a summary of the Constraints and Opportunities Analysis, and other relevant data accumulated in previous tasks.
2. County staff and consultant will facilitate a session to develop community values regarding issues such as circulation issues, funding mechanisms, housing types, commercial opportunities, the creek corridor, Dana Adobe, urban/agricultural conflicts, and smart growth principles.

Deliverable Products: In addition to the base map generated in task A6, the consultant shall also prepare materials in advance of this workshop that are illustrative examples (not site specific) of options for circulation, housing types, creek corridor enhancements, etc. The materials should demonstrate applicable smart growth principles. County staff will provide meeting logistics and notification. The consultant will prepare a written summary of the results of the meeting.

#### Task B2: Conceptual Plans

The consultant, in consultation with county staff, will generate “sketch-level” conceptual land use and circulation plans based on the opportunities and constraints data, the community values identified in workshop #1, county planning goals and smart growth principles. The plans will be used in public workshop #2.

Deliverable Products:

The consultant will prepare a minimum of two “sketch-level” conceptual plan alternatives (this can include maps, diagrams and concise text) in a practical format and scale for workshop #2.

#### Task B3: Public Workshop #2 - Plan Alternatives

Using the “sketch-level” conceptual plans county staff and the consultant will facilitate a workshop for the community to develop plan alternatives. The plans will serve as illustrative examples to assist workshop participants in preparing their own alternative plans (rather than being “choices”). Small groups will develop plans and present them to the others to generate a discussion for refining the plans. The primary goals of the workshop are to encourage community participation and to identify potential alternatives that may be acceptable to the community and develop into a consensus concept plan.

Deliverable Products: Consultant will assist County staff in facilitating the workshop, prepare meeting notes and a written summary of the results of the meeting, the County staff will provide meeting logistics and notification.

#### Task B4: Consensus Conceptual Plan Development

County staff and the consultant team will develop a minimum of three refined alternatives based on Workshop #2 to present to workshop participants for consideration as a consensus conceptual plan. This process will include a preliminary assessment to identify positive attributes and potential consequences (i.e., costs, environmental) for reporting back to the community.

Deliverable Products: Consultant will prepare refined alternatives and preliminary assessment in hard copy and electronic format. Electronic copies will be scaled for appropriate presentation format.

#### Task B5: Public Workshop #3 – Selecting a Consensus Conceptual Plan

The plans developed in Task B4 will be presented to workshop participants for consideration. The consensus plan may be one of the refined plans or a combination of each. The participants will give direction to staff and the consultant by either selecting one of the alternatives or features from each. The consultant will then generate a consensus conceptual plan based on the participants’ direction to be presented to the community at a SCAC meeting.

Deliverable Products: Consultant will prepare the consensus conceptual plan in hard copy

and electronic format. The electronic copy will be scaled for appropriate presentation format. This plan will be used in the Specific Plan draft and be included in the project description for the EIR.

#### Task B6: Introduction of Consensus Plan

County staff and the consultant will introduce the consensus plan at the next SCAC meeting and explain the next critical steps to the community.

### **Phase C: Specific Plan and EIR Preparation**

The consultant will compile the work to date and work with county staff to produce the draft specific plan and draft EIR\*. In the preparation of the plan, the consultant will utilize the draft products that were developed during previous tasks as a basis for the majority of the plan content. The consultant will format the plan document and produce a draft of the overall document. The consultant team will coordinate with county staff on the most appropriate format for clarity, conciseness and ease of use. **\*For preparation of the EIR: after the completion of Task C2 (Plan and EIR Kick-off Meeting) the consultant is to follow the protocol established by the County Environmental Coordinator in the attached document titled, "Scope of Work for Preparation of the Oak Glen Avenue and Southland Street Specific Plan EIR."** As the specific plan and EIR progress, all applicable mitigation measures or other appropriate information developed in the EIR shall be incorporated into the specific plan.

#### Task C1: Project Description for EIR

Based on input received from the community, and County staff, the consultant will prepare a detailed project description to be used for the EIR.

Deliverable Product: Consultant will prepare a project description consisting of text and maps for County review and approval.

#### Task C2: Plan and EIR Kick-off Meeting

This meeting will include:

- A review of the remaining scope of work and project timeline, and amend as necessary.
- Confirm document and product format, organization, and graphic quality presentation, as specified in the RFP.
- Establish schedule for routine meetings with staff and the consultant.

#### Task C3: Administrative Draft Plan

The consultant team will compile the Administrative Draft Plan components will include:

1. Introduction, Vision and Purpose  
The introduction discusses the purpose, intent, and organization of this document. It describes the history of the community and the surrounding planning area, existing conditions, constraints and opportunities, population, planning boundaries, relationship to the General Plan, and the community outreach process.
2. Land Use Plan and Development Standards

This chapter will document in clear, graphically rich and easy to use manner all land use designations, allowed development intensities and densities, and development and design standards. The chapter will also discuss incentives for affordability, using smart growth principles, or creating mixed-use projects. It will also address building types, urban form, potential commercial development at Southland Avenue (including requirements found in LUO Section 22.112.040.I.2), the creek corridor and other green-spaces, agriculture and urban conflicts, and the Dana Adobe property and surrounding land.

3. Circulation Plan

This chapter will address the critical circulation issues, necessary street improvements, optional street enhancements, and improvements for alternative modes of transportation, including creek trails. Consultant will coordinate with County Public Works, Cal Fire, Caltrans and SLOCOG.

4. Public Health and Safety

This chapter will consider opportunities for improved public health and safety, including impacts to the Sheriff's Department and Cal Fire, safe routes to school, impacts from freeway noise, and evaluate the need and potential for health service facilities. Consultant to coordinate with the Sheriff's Department, Cal Fire, California Highway Patrol, Lucia Mar School District and County Health.

5. Infrastructure and Facilities Plan

- a. Supplemental Water: Coordinate with County Public Works, NCSO and State Water Resources Board to identify, based on previous and on-going efforts, proposed or possible supplemental water sources to the Nipomo Mesa area.
- b. Water and Wastewater Systems: Coordinate with NCSO, County Environmental Health and Cal Fire to establish necessary improvements to the community water and wastewater systems.
- c. Storm Drainage: Coordinate with County Public Works and RWQCB to identify facility needs, range of solutions, necessary improvements, and optional features.
- d. Street Lights: needs, location and style.

6. Financing Plan

This chapter will address the costs and establish a financing plan for circulation and infrastructure improvements and maintenance, improvements and maintenance of community green-spaces, and possible improvements to the Dana Adobe. This chapter will also incorporate any fair-share costs associated with cumulative impacts identified in the EIR, including but not limited to the provision of supplemental water.

7. Implementation

This chapter will discuss implementation of the plan including phasing, consolidation of standards within the plan and Land Use Ordinance, and design and development review procedures.

8. Programs

This chapter will discuss the additional programs that may be needed to implement the plan or optional programs to enhance the plan, identify the agency responsible for implementation, and possible funding sources.

Deliverable Products: The consultant will assemble all consultant and County data into a

comprehensive Plan draft, format the document, and produce the Administrative Draft Plan. This draft is for in-house staff review only and will include delivery of five (5) Plans in hard copy and one copy in electronic PDF format. County will provide one (1) consolidated marked up redline version of all County comments in one transmittal. The consultant will work with the County to minimize costs and provide efficient delivery of these documents.

Task C4: Screen Check Draft of Specific Plan

Following staff review of the administrative draft plan and receipt of the single redlined comments from the County, Consultant will produce a screen check draft.

Deliverable Products: Consultant will review and revise the document based on staff comments and produce a screen check draft plan. This draft is for in-house staff review only and will include delivery of five (5) Plans in hard copy and one electronic PDF format. County will provide one (1) consolidated marked up redline version of all county comments in one transmittal.

Task C5: Preparation and Release of Public Review Draft Plan

Consultant will produce the public review draft specific plan based on County staff comments and direction. County staff will be responsible for the coordination and distribution of the drafts to all agencies and interested parties. Consultant will assist County staff facilitation of one public meeting (SCAC regular or special meeting) for release of the plan. The EIR will also be released at this same meeting.

Deliverable Products: Consultant will provide one (1) digital version (PDF) on CD, one copy in Word format on CD, one (1) reproducible colored version, seven (7) color copies, and Fifty (50) black and white copies. Delivery of the EIR will be prescribed in the EIR scope of work.

Task C6: Hearing Draft of Specific Plan and Final EIR

At this time EIR (now an FEIR) process will become fully reconciled with the specific plan. In this task, the Draft Plan will be finalized into the Hearing Draft. The plan will incorporate any remaining EIR mitigation measures not yet included, any appropriate comments received on the plan or EIR, and input from county staff. Staff will provide one consolidated marked up redline version of all comments, and the consultant will make such revisions.

Deliverable Products: The consultant will provide one (1) digital version (PDF) on CD, one copy in Word format on CD, one (1) reproducible colored version, seventeen (17) color copies, and fifty (50) black and white copies.

**Phase D: Public Hearings and Final Plan**

Task D1: South County Advisory Council Meeting

County staff will make a final presentation at a regular SCAC meeting. Consultant is to attend and assist staff as necessary.

Task D2: Planning Commission Study Session

County staff will conduct a study session with the Planning Commission to explain the process leading to this point, and summarize the contents of the plan and EIR findings. The consultant will prepare for and attend the study session and assist staff, as necessary.

Task D3: Planning Commission Hearing(s)

County staff will make the formal presentation to the Planning Commission. The consultant will prepare for and attend up to two (2) Planning Commission hearings to assist in the presentation, as necessary.

Task D4: Board of Supervisor Hearing(s)

County staff will make the formal presentation to the Board of Supervisors. The consultant will prepare for and attend up to two (2) Board of Supervisor hearings to assist in the presentation, as necessary

Task D5: Prepare Final Community Plan

Following the action taken by the Board of Supervisors, the consultant with direction from County staff, will make the final edits and modifications to the document.

Deliverable Products: Consultant will make final edits and produce one (1) copy in a Word format, one digital version (PDF), one copy in Word format on CD, one (1) reproducible colored version, seven (7) color copies and fifty (50) black and white copies. County will provide the consultant with staff edits in one transmittal.

GIS Requirements

Any geographic information electronically mapped as part of this project shall be provided as a .SHP file, a format compatible with ESRI's ArcView GIS software program, and shall be registered to the California State Plane NAD 83, Zone 5 coordinate system, units in feet. A .PRJ file shall be included reflecting this coordinate system. All .SHP files submitted shall include sufficient metadata compatible with the ArcCatalog .XML format. This metadata shall include at minimum the following:

- An abstract containing a brief narrative summary of the data set including levels of accuracy and methods of data capture.
- Purpose for creating the data with a summary of the intentions with which the data set was developed
- Citation including the name of the organization and/or individual that developed the dataset
- Maintenance requirements noting the frequency with which changes (if any are necessary) are made to the data set after the initial data set is completed
- Theme key words associated with the data set
- Contact information for the creator of the data set and for the creator of the metadata
- Date the data was published

Descriptive text, thoroughly defining all features within each mapped data set, shall be incorporated into the data attribute tables. If codes or abbreviations were used for data attributes then a .LYR or other document explaining the codes shall be included. If maps were created in ArcView, then an .MXD file shall be included showing proper final map layout with any necessary symbolization.

EXHIBIT A – VICINITY MAP

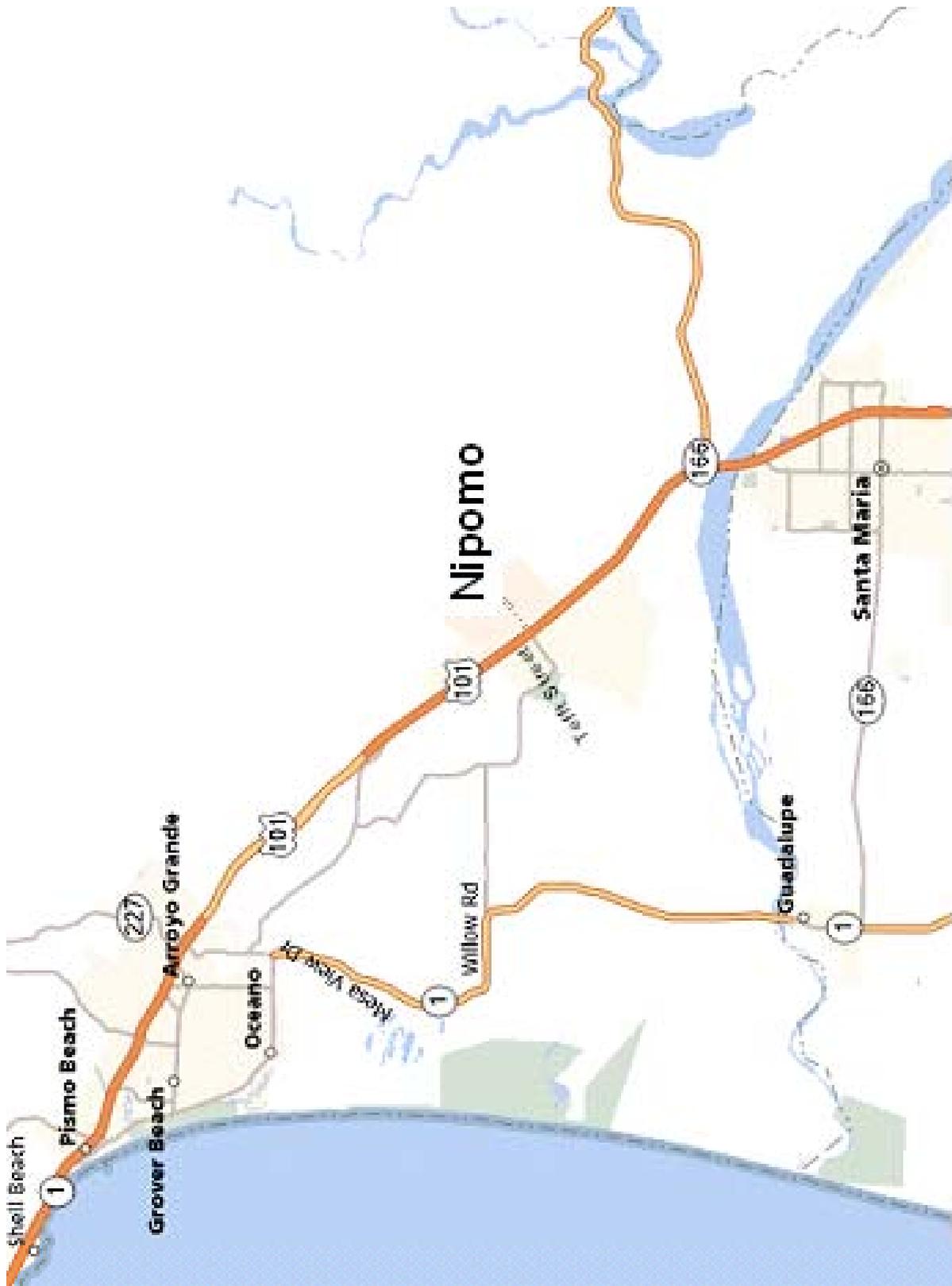




EXHIBIT B<sub>2</sub> – 2003 AERIAL

