



C o u n t y o f S a n L u i s O b i s p o

## General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

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### **REQUEST FOR PROPOSAL PS- #1028 ENVIRONMENTAL IMPACT REPORT FOR THE BOB JONES BIKE PATH SAN LUIS OBISPO TO ONTARIO ROAD**

June 9, 2009

The County of San Luis Obispo is currently soliciting proposals for professional services for the preparation of an environmental impact report (EIR) for the Bob Jones Bike Path San Luis Obispo to Ontario Road as noted herein.

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 nine (9) copies of your proposal by **3:00 p.m. on July 13, 2009** to:

County of San Luis Obispo  
Debbie Belt, GSA - Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions regarding the proposal process please contact me. For questions regarding the request for proposal please contact Steve McMasters at (805)781-5096, and for questions regarding the Bob Jones Bike Path SLO to Ontario Road please contact Jeanette Di Leo at (805)781-4089. Please note, there is a pre-proposal meeting scheduled on **June 16, 2009** between 10:00 am and noon at the General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, CA 93408. The meeting is to address consultant questions.

DEBBIE BELT  
Buyer – GSA - Purchasing  
[dbelt@co.slo.ca.us](mailto:dbelt@co.slo.ca.us)

**TO:            ALL PROSPECTIVE PROPOSERS**  
**SUBJECT:    LOCAL PROPOSERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1.     Those contracts which State Law or, other law or regulation precludes this local preference.
2.     Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request for Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of nine, (9) copies must be received by mail, recognized carrier, or hand delivered **no later than 3:00 p.m. on July 13, 2009. Late proposals will not be considered.**
2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Debbie Belt  
Telephone: (805)781-5903
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplementary documents become the property of the County.
9. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

## SECTION 1 - GENERAL INFORMATION

### 1.1 Purpose

The purpose of this request for proposals (RFP) is to provide interested consultants with sufficient information concerning the services desired by the County of San Luis Obispo. The County is requesting consultants to prepare and submit proposals for the preparation of an Environmental Impact Report that addresses the likely impacts associated with the completion of the Bob Jones Bike Path (BJBP) Project. The BJBP Project would generally provide a Class I bicycle/pedestrian path east of Highway 101 between the San Luis Obispo Octagon Barn (located on South Higuera near the City of San Luis Obispo) and the Ontario Road Staging Area (located on Ontario Road in the Avila Valley).

### 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. This request for proposal is made for informational and planning purposes only. Awards (if made) will not be made solely on the basis of proposals resulting from this request.

### 1.3 Acceptance of Proposal Content

If a contract is awarded as a result of a response to this request, the County will select the successful 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 methods and procedures proposed could become contractual obligations.

### 1.4 Inquiries

If the consultant has any questions in regard to this RFP, please contact Steve McMasters at (805) 781-5096 or via email at [smcmasters@co.slo.ca.us](mailto:smcmasters@co.slo.ca.us). If the consultant has questions regarding specific details of the BJBP Project please contact Jan Di Leo at (805) 781-4089 or via email at [jdileo@co.slo.ca.us](mailto:jdileo@co.slo.ca.us).

### 1.5 Contract Amount

The consultant shall prepare a cost estimate based upon the services requested in this RFP. The EIR document shall be bid at a firm, fixed price, while staff meetings, public hearings, and preparation of findings shall be bid on a time and materials basis.

### 1.6 Project Information/Drawings

Early in the review process two reports were generated in order to assess possible routes for this section of the Bob Jones Bike Path. These two reports are listed below as items (a) and (b). The proposed project has federal and state grant funding. The NEPA documentation process for the project has been started as well as the project's preliminary engineering. The project's preliminary plans are listed below in item (c).

The reports listed in items (d) and (e) were completed in order to begin the NEPA/CEQA process. Item (f) provides a summary of the DRAFT NEPA/CEQA reports. See Attachment 1 for information how to access these documents or portions of these documents on the County's web page.

- a) *Planning and Preliminary Engineering Study of the Bob Jones Trail Routes, Phase II, San Luis Obispo to Ontario Road*, Questa Engineering and the Morro Group, February 8, 2002.
- b) *Bob Jones Pathway Phase II Feasibility Study*, Alta Planning & Design, December 2003.
- c) Preliminary Plans for the 4.4-mile route. This includes the proposed location of the bike path, bridges, construction staging areas, areas proposed as a Class I and areas proposed as a Class III bike path, etc. Cross sections and preliminary bridge designs are also provided.
- d) Final Studies (NEPA/CEQA). A location Hydraulic Study and a Phase I Hazardous Waste Study were completed by Questa Engineering and deemed complete by Caltrans.
- e) DRAFT NEPA/CEQA Studies. SWCA completed draft studies for the following. These studies have been submitted to Caltrans but have NOT been approved as of June 2009. Thus revisions to these studies may occur.
  1. Natural Environment Study & Report (including Wetland Assessment & Habitat Mitigation and Monitoring Plan)
  2. Biological Assessment
  3. Visual Impact Study
  4. Section 106
  5. Agricultural Report
- f) CEQA Summary Document (2009). An Initial Study has not officially been completed for the project since an EIR was determined to be the appropriate CEQA document. A CEQA Summary Document was prepared to assist in the scoping of the EIR and provides a summary of the studies noted in (d) and (e) above, the potential impact areas, and potential mitigation.

#### 1.7 Project Location

The project would be located in the County of San Luis Obispo east of Highway 101 between the San Luis Obispo Land Conservancy Octagon Barn (located on South Higuera Street just south of the City of San Luis Obispo) to the County's Ontario Road Staging Area (located on Ontario Road in the Avila Valley). The project is located in the vicinity of San Luis Obispo Creek for a large part of the route. The project corridor is approximately 4.4 miles long. This proposed segment would connect to the County's Ontario Road Staging Area and existing portions of the Bob Jones Bike Path. Bike path parking is proposed at the Octagon Barn and the Ontario Road Staging Area. See Figure I for the project's general location.

1.8 Project Description

The project would be a bicycle/pedestrian path and would extend the existing Bob Jones Bike Path from Ontario Road to approximately the southern border of the City of San Luis Obispo. The route would be roughly 4.4 miles long and is generally located in the vicinity of San Luis Obispo Creek. The proposed bike path is Class I for the majority of the proposed route, with some small segments proposed as Class III. The Class III portions of the path are located along Cloverridge Lane and Monte Road.

Parking for the path is located at the Land Conservancy Octagon Barn and the County's Ontario Road Staging Area. Other parking is also proposed along the route. A restroom is located at the Ontario Road Staging Area and a restroom is proposed at the Octagon Barn as well. The project plans indicate where construction staging would be located.

A total of four bridges are proposed. Three bridges would cross San Luis Obispo Creek and one bridge would cross Highway 101. The bridges crossing the creek are located: (1) near South Higuera, (2) south of Cloverridge Lane, and (3) south of the motor vehicle bridge on San Luis Bay Drive. The bike/pedestrian bridge proposed over Highway 101 is located in the vicinity of Salisbury Winery (near the Ontario Road Staging Area). See the project's bridge details for more information.

Since this project has federal and state grant funds, the project must conform to NEPA as well as CEQA review. DRAFT NEPA/CEQA reports have been submitted to Caltrans for review. NEPA approval is still pending. These reports would be used for the CEQA document as well.

Existing portions of the Bob Jones Bike Path extend from the County's Ontario Road Staging Area to Avila Beach. The existing portion is approximately 1.5 miles long. The existing bike path attracts roughly 400 people per day during weekends and holidays. In addition to the County portions of the bike path, the City of San Luis Obispo has built a portion of the Bob Jones Bike Path extending from Prado Road to Perfumo Creek. By 2010, the City hopes to extend their portion to Los Osos Valley Road. In addition, the City is working on designs for other portions of the bike path that would extend into the downtown area.

At this time persons bicycling between the City of SLO and the Ontario Road Staging Area must travel along South Higuera and Ontario Road. Class II bicycle lanes are provided on both of these roads. The proposed project would provide an alternative transportation corridor as well as an area for disabled access and recreation.

The County anticipates the project could be built in three segments. One segment would be between the Octagon Barn and Cloverridge Lane. The second segment between Cloverridge Lane and Monte Road, and the third segment between Monte Road and the Ontario Road Staging Area. The County anticipates having enough funds to build at least one segment of the project. Easements will need to be obtained before construction can occur. There are multiple private properties located along the route. Since the County does not pursue eminent domain for trail corridors, trails easements would only be obtained from willing sellers. Project construction of the first phase is anticipated in 2010 at the earliest.

## SECTION 2 - SCOPE OF WORK

### 2.1 General Requirements

The EIR shall 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.).

### 2.2 Specific Requirements

The issues described below should be addressed in the EIR. Other issues to make the EIR a complete document in compliance with CEQA and the State CEQA Guidelines should also be addressed. If the consultant identifies areas of concern not mentioned in this request, these should be described in the consultant's proposal and included in the cost estimate.

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 should be described in detail and should be specific to the project. 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 proposed project.

The County is requesting that the EIR format be in an "EIR Summary" format with the primary printed document consisting of an expanded Executive Summary, with the bulk of the setting, methodology, analysis and technical data in the form of a CD accompanying the printed summary document. See 2.7 for more information

#### A. Environmental Setting.

The environmental setting section shall include, but not necessarily be limited to, discussion on the physical setting, existing land use, and consistency with applicable policies and plans.

#### B. EIR Analysis

1. It is anticipated that the items listed below are the issue areas that are of particular concern. Qualified professionals should evaluate these issue areas. For these items the EIR evaluation shall (at minimum) include:
  - A review of the existing information
  - Consultation with the appropriate Federal, State and/or local agencies
  - Additional studies or field work as necessary
  - Identification of short-term and long-term impacts including any off-site impacts
  - Identification of long-term cumulative impacts
  - Identification and discussion of feasible mitigation measures, including standard County mitigation measures, measures proposed in the project's reports (See Attachment 1, item 1, 3, A) and/or measures proposed by the applicant, which could be included in the project, to significantly reduce potential adverse impacts.

These issue areas shall be the focus of the EIR.

- a. **Aesthetics.** A Draft Visual Study has been completed. The Visual Report indicates the pedestrian/bike bridge proposed over Highway 101 may have a potentially significant visual impact. Potential aesthetic impacts would occur as a result of the bridge itself as well as bridge support structures (i.e., ramps proposed along the east side of Highway 101 and a retaining wall proposed along the west side of Highway 101).
  - b. **Biological Resources.** A Draft Biological Assessment and Natural Environment Study have been prepared. The proposed project may potentially impact biological resources as a result of: (1) proposed bridges over San Luis Obispo Creek and their potential impacts to wetlands, and (2) potential impacts to sensitive species located along the route and/or within San Luis Obispo Creek,
  - c. **Cultural Resources,** A Draft Section 106 Report has been completed for the project. The proposed project may potentially impact archaeological and historic resources located along the proposed route.
  - d. **Agricultural Resources.** A Draft Agricultural Report was completed for the project. Segments of the project would be located adjacent to active agricultural operations. The segments of primary concern are in the vicinity of the Bunnell property and the Gable property. The proposed project would potentially impact adjacent agricultural lands by using portions of an existing agricultural road and/or agricultural operations for the bike path.
2. Based on the project description and information developed to date, it is anticipated that impacts related to **Air Quality, Land Use, Population/Housing, Public Services/Utilities, Noise, Geology and Soils, Traffic/Circulation Safety, Hazardous Materials, and long-term Air Quality** would not be considered significant. These issue areas shall also be discussed in the EIR. For these items the EIR shall (at minimum) include:
- Consultation with the appropriate Federal, State and/or local agencies.
  - Summary of information developed to date.
  - Identification of short-term and long-term impacts if any including any off-site impacts.
  - Identification of long-term cumulative impacts.
  - Identification and discussion of feasible mitigation measures as appropriate, including standard County mitigation measures, measures proposed in the project's reports (See Attachment 1, Item I, 3, A), and/or measures proposed by the applicant, which could be included in the project, to significantly reduce potential adverse impacts.

C. Alternatives

1. Alternatives will need to be developed and discussed as part of the EIR. Substantial information regarding alternative design and alignments was developed in project documents including:

- *Planning and Preliminary Engineering Study of the Bob Jones Trail Routes, Phase II, San Luis Obispo to Ontario Road*, Questa Engineering and the Morro Group, February 8, 2002.
- *Bob Jones Pathway Phase II Feasibility Study*, Alta Planning & Design, December 2003.

Discussion and evaluation of project alternatives shall include, but not necessarily be limited to, the following:

- a. No Project, impacts based on existing conditions without further development.
- b. Redesigned Project, in location and/or level of improvements, that would reduce otherwise significant impacts to less than significant levels. The redesigned project shall also consider eliminating those mitigation measures proposed for primary or secondary impacts that, in themselves, may result in substantial environmental impacts or unreasonable fiscal burdens. Under this section, the EIR shall evaluate 2 alternatives to the proposed Highway 101 bike/pedestrian bridge. The alternatives shall evaluate the environmental impacts associated with a crossing at the location listed below instead of the bike/pedestrian bridge proposed over Highway 101:

1. A Crossing Under Highway 101 Along San Luis Obispo Creek. In this case, pedestrians and bikes would cross under Highway 101 in the vicinity of San Luis Obispo Creek under the existing Caltrans' bridge. The northern bay of the bridge could be used to accommodate bikes and pedestrians. This bay would need to be excavated. Potential impacts associated with this option include: adequate excavation under the Caltrans Bridge to accommodate bikes and pedestrians, impacts to Caltrans bridge associated with changes to the northern bay, flooding and safety concerns to public access during the rainy season, maintenance costs associated with cleaning this area of debris and sediment, trail closures during the rainy season, etc. Caltrans Local Assistance staff would provide information for this section.
2. A Crossing Over Highway 101 Along South Bay Boulevard. This alternative would bring bikes and pedestrians up from Monte Road to Ontario Road along San Luis Bay Drive. San Luis Bay Drive would have Class II bicycle lanes from Monte Road west to Ontario Road. Bicyclist and pedestrians would use the Class II bicycle lanes and cross San Luis Obispo Creek and Highway 101 on the existing motor vehicle bridges located along San Luis Bay Drive.

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From the Ontario Road/San Luis Bay Drive intersection bicycles and pedestrians would get to the Ontario Road Staging Area along the east side of Ontario Road (within portions of the Highway 101 right-of-way). Potential impacts associated with this redesign include: safety issues associated with additional bike/pedestrians on the San Luis Bay Drive Bridge over San Luis Obispo Creek, safety issues associated with bike/pedestrians at the Ontario Road/San Luis Bay Drive intersection, and traffic circulation concerns associated with bikes/pedestrians added to the Ontario Road/San Luis Bay Drive intersection. County Public works staff would provide information for the Ontario Road/San Luis Bay Drive intersection as well as issues associated with San Luis Bay Drive. Caltrans Local Assistance staff would provide information for the sections of the bike/pedestrian path proposed within Caltrans' right-of-way along Ontario Road.

- c. Reduced Project, based on those resources that are identified as being unavoidably significant, adverse impacts under the proposed project. The reduced project shall also consider eliminating those mitigation measures proposed for primary or secondary impacts that, in themselves, may result in substantial environmental impacts or unreasonable fiscal burdens.

D. Cumulative Effects

1. The EIR must address all cumulative effects within each area of analysis.
2. Identification and discussion of all cumulative impacts of the project in relation to other existing and known projects and affected roadways.

Mitigation Monitoring

A comprehensive mitigation monitoring and reporting program (MMP), pursuant to Public Resources Code section 21081.6, shall be developed for applicable mitigation measures. The monitoring program shall incorporate both monitoring by the county and reporting by the developer, with subsequent report verification by on-site inspection, if necessary. Involvement of a private, independent consultant may be included in the mitigation monitoring program. This shall be submitted as a part of the Administrative Draft EIR.

Related Document Preparation

As optional tasks, as directed by the county, the consultant shall include separate cost estimates to perform the following tasks as not-to-exceed, time and materials-based products:

- a. Distribute Draft EIRs;
- b. Distribute Final EIRs.

2.3 Findings

A time and materials not-to-exceed-budget of 40 hours shall be included in the proposal and cost estimate, for 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 Division.

2.4 Staff Meetings

The consultant shall be available for a "kick off" meeting and to meet with one or more of the County or other agency staff when given advance notice. The cost estimate shall include the "kick off" meeting and at least five (5) other meetings.

2.5 Public Hearings

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

2.6 Notice of Preparation (NOP)

The consultant shall include costs for preparing the NOP and attending the associated public meeting(s). It is anticipated a NOP meeting will be held in Avila Beach. The County will be responsible for reproducing and mailing out the NOP. At the NOP meetings the consultant shall be prepared to respond to questions, provide input and/or participate in an advisory capacity during meetings/hearings. The costs for preparing the NOP and attendance at the public hearings shall be itemized and are to be considered an option to be exercised by the County.

2.7 Deliverables

The format for all hard copy text documents, tables, charts, and illustrations shall be 8-1/2 x 11 vertical. If oversize 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 recycled stock paper (white or light color).

EIR Format. The County is requesting that the EIR format be in an "EIR Summary" format with the primary printed document consisting of an expanded Executive Summary, with the bulk of the setting, methodology, analysis and technical data in the form of a CD accompanying the printed summary document. If there are any questions regarding format please contact Steve McMasters.

Deliverables shall include:

- A. **Draft Project Description and EIR Outline.** Four (4) hard copies of the Project Description and EIR Outline. An electronic copy (in Word) shall also be made available.
- B. **Administrative Draft EIR.** Four (4) hard copies (three ring binder) of the Administrative Draft EIR and mitigation monitoring program (MMP) shall be submitted. Technical appendices may be submitted in CD or electronic format. An electronic copy of the ADEIR (in Word) shall also be made available.

C. **Draft EIR.**

1. **Draft EIR.** Forty (40) bound/stapled, hard copies of the DEIR (in the requested EIR Summary format with accompanying CDs, five (5) hard copies (in three-ringed binders) of the full DEIR (summary + supporting documentation including appendices), one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times).
2. **MMP.** If MMP is not a part of the DEIR or Appendices, apply Appendices quantities.

D. **Administrative Final EIR.** Four (4) hard copies (three ring binder) of the Administrative Final EIR and mitigation monitoring program (MMP) shall be submitted. Technical appendices may be submitted in CD or electronic format. An electronic copy of the ADEIR (in Word) shall also be made available.

E. **Final EIR.**

1. **Final EIR.** Fifty (50) bound/stapled, hard copies of the DEIR (in the requested EIR Summary format with accompanying CDs, five (5) hard copies (in three-ringed binders) of the full DEIR (summary + supporting documentation including appendices), one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times).
2. **MMP.** If MMP is not a part of the DEIR or Appendices, apply Appendices quantities.

F. If GIS program is developed/used, this information shall also be submitted electronically. The County uses ArcInfo and expects the following process to be used for GIS work:

*NOTE: Any geographic information that is digitally mapped must be registered to the California state plane coordinate grid system (NAD83). Data based upon the USGS 7.5 min. quad sheet map series (1:24,000) must identify, at a minimum, the locations of the eight (8) lat/long coordinate grid points that represent the four corners and four interior points of the quad map. Data based on all other USGS maps (1:62,500, 1:100,000, 1:250,000) must identify, at a minimum, the locations of the four (4) lat/long coordinate grid points that represent the corners of each individual 7.5 min quad map. The County uses ArcInfo/ArcView GIS software and would prefer the GIS product to be provided in the ArcView "shape" file format.*

G. **CEQA Findings (optional task).** Two (2) hard copies and one (1) CD (in Word).

### SECTION 3 - PROPOSAL CONTENT

#### 3.1 Form

Proposals and supporting materials shall be submitted in bound 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 Section 2 of this RFP.

3.2 Personnel and Experience

If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance. 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.

3.3 Coordination

Describe the process for maintaining a close working relationship between the consultant and the county project coordinator. 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 time frame for each task and the cost associated with each task.

3.5 Objectivity

Environmental Impact Reports 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.

## 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 to be Performed

- A. Demonstrated understanding of the project objectives.
- B. Consultant's approach to accomplishing the scope of work.
- C. Timetable and costs for completing the project. The proposals should include a timeline based on the proposed tasks and the experience of the preparers. Based on the Initial Study, the County has not identified the need for any major additional studies or investigations. Unless major additional studies are identified as needed as a result of the EIR preparers' critical review of the existing project information, the County anticipates a streamlined timeframe for preparation of an EIR for this project. Consideration will be given to demonstrated ability to completing the project in a timely manner.

4.2 Consultant's Methods and Procedures to be Used

- A. Consultant's general approach to evaluating the issues.
- B. Complete description of the procedures and analytical methods to be used.

4.3 Management, Personnel and Experience

- A. Qualifications of each participant and overall "skill mix" for the firm.
- B. Experience and performance on projects of a similar nature.
- C. Information obtained by contacting references listed by the consultant.

4.4 Consultant's Consultation and Coordination with County of San Luis Obispo

- A. Procedures to be used to insure close contact between consultant and the project coordinator.
- B. Demonstrated experience in working with local government.

4.5 Cost Estimates

- A. Are professionals and nonprofessionals used for the appropriate tasks in the proposal?
- B. What quality of product will be delivered for the consultant's fee?
- C. Are the cost estimates reasonable for the work product proposed?

**SECTION 5 – PRE-PROPOSAL MEETING**

- 5.1 A pre-proposal meeting will be held on **June 16, 2009 between 10:00 am and noon** at the General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, CA 93408. The meeting is to address consultant questions.

**SECTION 6 - EXISTING INFORMATION**

6.1 Background Information

The following materials and documents contain information and standards applicable to the project site. Many of these documents are available from the Planning & Building Department's web site:

- ❖ County Land Use Ordinance
- ❖ County Framework for Planning
- ❖ San Luis Bay Area Plan – Inland
- ❖ San Luis Obispo Area Plan
- ❖ Clean Air Plan and Technical Appendices
- ❖ County Noise Element (1991)
- ❖ State Natural Diversity Database
- ❖ San Luis Obispo Regional Transportation Plan
- ❖ County Bikeways Plan
- ❖ County Ag & Open Space Element

- ❖ County Parks & Recreation Element
- ❖ Resource Management System Summary Report

## **SECTION 7 – DISADVANTAGED BUSINEES ENTERPRISE (DBE INFORMATION)**

- 7.1 The proposed project has federal funding. As a result, the consultant's proposal should be consistent with Attachment I, Item II.

**The following Sections 8 and 9 are excerpts from the Master Contract and are intended mainly for informational purposes.**

## **SECTION 8 – INDEMNIFICATION**

The County of San Luis Obispo will require the successful bidder to indemnify the County as follows. These provisions will become contractual obligations.

- 8.1 (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.

## SECTION 9 – INSURANCE

The County of San Luis Obispo will require the successful bidder to provide insurance as follows. These provisions will become contractual obligations.

9.1 Consultant shall not perform any work under the Contract until it has obtained insurance complying with the provisions of this section, delivered a copy of each insurance policy to the County, and obtained County approval of all such policies. Said policies shall be issued by companies authorized to do business in California. Consultant shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. Professional Liability Insurance.

Contractor shall maintain professional liability "errors and omissions" insurance with limits of liability of not less than \$100,000 per occurrence to cover all services rendered by Contractor pursuant to this contract.

B. Comprehensive Liability Insurance and Automobile Insurance.

Consultant shall maintain comprehensive general and automobile liability insurance, which shall cover claims arising from bodily and personal injury, including death resulting there from, and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of the contract, including, without limitation, acts involving automobiles. The policies shall provide not less than \$1,000,000.00 single limit coverage applying to bodily and personal injury, including death resulting there from, and property damage. The following endorsements must be attached to the policy:

1. If the policy covers on an "accident" basis, it must be changed to an "occurrence" basis.

2. The Comprehensive Liability Insurance policy must cover personal injury as well as bodily injury.
3. The Comprehensive Liability Insurance policy must have blanket coverage of contractually assumed liability, subject to the limitations of the policy.
4. The policy must have a "Cross Liability" ("Severability of Interests") endorsement such that each insured is covered as if separate policies had been issued to each insured.
5. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the Comprehensive Liability Insurance policy, and the policy shall provide that the insurance will operate as primary insurance and that no other insurance effected by the County will be called upon to contribute to a loss hereunder.

C. Workers' Compensation Coverage.

In accordance with the provisions of " 3700 et seq. of the Labor Code, Consultant is required to be insured against liability for workers compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of the work covered by this Contract.

D. Certification of Coverage.

Prior to commencing work under the contract, Consultant shall furnish County with the following for each insurance policy required to be maintained by this contract:

1. A copy of the entire policy and not just the "face sheet" or proof of coverage (except that no copy of Consultant's workers' compensation policy need be provided).
2. A certificate of insurance including certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

E. Effect of Failure or Refusal.

If Consultant fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to furnish County with the certifications required by subparagraph (B4) above, County shall have the right, at its option, to forthwith terminate the Contract for cause.

**ATTACHMENT 1  
HOW YOU CAN REVIEW THE FOLLOWING DOCUMENTS**

The documents listed below can be reviewed by going to the following web site:  
[http://www.slocountyparks.org/information/bj\\_eir\\_info.htm](http://www.slocountyparks.org/information/bj_eir_info.htm)

**I. Project Preliminary Plans & Studies**

**1. Plans**

- A. Preliminary Plans (Preferred Route)
- B. Plan Cross Sections
- C. Bridge Plans

**2. Feasibility Studies**

- A. February 8, 2002 - Planning and Preliminary Engineering Study of the Bob Jones Trail Routes, Phase II, San Luis Obispo to Ontario Road, Questa Engineering and the Morro Group, February 8, 2002.
- B. December 2003 - Bob Jones Pathway Phase II Feasibility Study, Alta Planning & Design, December 2003.

**3. NEPA/CEQA Studies**

- A. CEQA Summary Report (2009). This report summarizes Impacts and Mitigation from the DRAFT NEPA/CEQA studies listed below.
- B. Hydraulic Study
- C. Hazardous Waste Study - Phase I
- D. Natural Environment Study & Report (Including Wetland Assessment & Habitat Mitigation and Monitoring Plan)
- E. Biological Assessment
- F. Wetland Assessment
- G. Visual Impact Study
- H. Section 106
- I. Agriculture Report

**II. DBE Goal and Consultant Forms**