



Request for Proposal – Environmental Impact Report

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

976 OSOS STREET • ROOM 200 • SAN LUIS OBISPO • CALIFORNIA 93408 • (805) 781-5600

Promoting the Wise Use of Land • Helping to Build Great Communities

September 13, 2012

**Project: Dana Adobe Nipomo Amigos Land Use Ordinance
Amendment and Conditional Use Permit; LRP2011-00001 /
DRC2011-00042 (ED 11-044)**

SECTION 1 - GENERAL INFORMATION

1.1 Purpose

The purpose of this request for proposals (RFP) is to provide interested consultant firms with sufficient information concerning the services desired by the County of San Luis Obispo. This information is intended to enable the firms to prepare and submit proposals to prepare an Environmental Impact Report for: 1) a Land Use Ordinance (LUO) Amendment to Section 22.112.030.B (Community Planning Standards, Combining Designations, Historic Area (H) Dana Adobe), and Section 22.112.080.G (Community Planning Standards, South County Nipomo Urban Area, Recreation – Dana Adobe); and 2) a Conditional Use Permit to allow a visitor's center, outdoor amphitheater, Chumash Village including exhibits and interpretive features, and associated support features.

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 proposals 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 How to submit Proposals

In order for proposals to be examined and evaluated by the Environmental Coordinator, the County is requesting five (5) copies of the proposals and five (5) copies of any supportive materials, including a copy on CD. **Proposals must be delivered no later than 4:30 P.M., October 4, 2012.** Please ship copies so as to insure prompt delivery to:

**BRIAN PEDROTTI, PROJECT MANAGER
DEPARTMENT OF PLANNING AND BUILDING
976 OSOS STREET, RM 200
SAN LUIS OBISPO, CA 93408-2040**

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 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.

1.5 Inquiries

If the consultant has any questions in regard to this RFP, contact:

Brian Pedrotti at (805) 788-2788, bpedrotti@co.slo.ca.us

1.6 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.

1.7 Project Background

The Board of Supervisors, at their regularly scheduled meeting of November 1, 2011, authorized the processing of the Land Use Ordinance (LUO) Amendment, as requested. County Planning staff completed an Initial Study and Mitigated Negative Declaration (MND) for the project. The MND addressed both the LUO amendments, as well as the conditional use permit that anticipates development of visitor and interpretive facilities on the site.

On June 14, 2012, the Planning Commission held a public hearing to consider proposed amendments to Section 22.112.030.B and Section 22.112.080.G of the County Land Use Ordinance. After consideration of the project, the Commission recommended that the Board amend the sections as proposed with one minor revision. On July 17, 2012, the Board of Supervisors held a public hearing to consider the proposed amendments. At that hearing, concerns were raised regarding the impacts to cultural resources, as well as noticing and procedural provisions. Following a lengthy public hearing, the Board continued the item and directed County staff to meet with the applicant and Native American tribal representatives to attempt to resolve various issues regarding cultural resources. On August 7, 2012, the Board of Supervisors held a second public hearing for the proposed amendments. At the hearing, the applicant indicated that a resolution had not been reached, and requested and received an indefinite continuance to complete an EIR.

1.8 Project Location

The project is located on the east side of South Oakglen Avenue, approximately one mile southeast of West Tefft Street, within and immediately adjacent to the community of Nipomo, in the South County Inland planning area. Supervisorial District: 4

1.9 Project Description

The project is twofold, and includes:

- 1) A Land Use Ordinance (LUO) Amendment to Section 22.112.030.B (South County Planning Area Standards, Combining Designations, Historic Area (H) Dana Adobe), and a LUO Amendment to Section 22.112.080.G (South County Planning Area Standards, Nipomo Urban Area, Recreation – Dana Adobe); and
- 2) A Conditional Use Permit for the implementation of a Master Plan and The Stories of the Rancho Project, including an approximate 6,200 square-foot (sf) visitor’s center, outdoor amphitheater, Chumash Village including exhibits and interpretive features, approximately 3,000 sf of replicated rancho-era buildings, demonstration arena, replacement of existing caretaker’s unit with 1,600-sf caretaker’s unit and attached shop, restroom and associated onsite septic

system, American Disabilities Act (ADA) trail system with exhibits and interpretive features, 80,445 sf of landscaping and historical gardens, vineyard, and orchard, approximate 21,750-sf main parking area, 17,280-sf overflow parking area, and an 0.6-mile emergency access drive, including a flatcar bridge over Nipomo Creek and foot bridges over Adobe and Carillo Creeks, 2,500-sf horse trailer parking and staging area off North Thompson Road. The project includes continued restoration and maintenance of the Dana Adobe pursuant to Secretary of Interior Standards and 0.36 acre of riparian restoration within Carillo Creek. The request includes the following special events: six at 290-500 persons/event; twelve at 100-250 persons/event; twenty at 50-100 persons/event; forty at 60-65 persons/event (bussed-in school field trips); and one at 300-1,500 persons/event. The project includes two primary areas; a 30-acre site owned by DANA including the Dana Adobe and proposed improvements, and an adjacent 100-acre primarily undeveloped area owned by the County and leased by DANA. The project would result in the disturbance of approximately 6.55 acres of the 30-acre site (owned by DANA) and approximately 1.75 acres of the 100-acre site (owned by the County and leased by DANA) (totaling 8.3 acres).

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 Scope of EIR

The Initial Study prepared for the project did not identify any significant unmitigatable impacts as a result of the project. Mitigation measures were identified for a number of issue areas. The controversy that arose during the public hearing process primarily focused on impacts to Cultural Resources and it is the intent of the County that the EIR shall primarily focus on this issue area.

The EIR shall address all issue areas provided on the County's Initial Study checklist, but shall rely on the existing discussion and supporting information already existing in the Initial Study to the maximum extent feasible.

2.3 Specific Requirements

As noted above, the EIR shall address all issue areas provided on the County's Initial Study checklist, but shall rely on the existing discussion and supporting information already existing in the Initial Study to the maximum extent feasible. Proposals should identify and explain how this will be accomplished and what additional new information will need to be included in order to make the EIR a complete, legally defensible document.

Cultural Resources - The attached Initial Study included review of a Phase I surface survey (Hannahs, 2011) and Extended Phase I study (Dietler, 2012) prepared for the project site and a discussion of the impacts and mitigations. During the hearing process, questions were raised regarding the impacts to Cultural Resources, and the adequacy of the MND in evaluating those impacts. Specifically, concerns were raised regarding:

- Understanding and characterization of the resources located on the project site.
- The importance of the site to Native Americans as a "Sacred Site" or important cultural property.
- The location of the site and interpretation of features identified on the Diseño Maps.
- Appropriateness of specific mitigation measures including use of "fill" to cap the site.

The anticipated scope of the EIR shall include:

- a peer review of previous reports (Hannahs, 2011; Dietler, 2012), and (field) verification of the results of each study
- some additional field study to further characterize the site including resource distribution, and importance. The scope should provide estimates for two options: a) additional shovel test pits; b) Phase 2 test units. The final scope of any additional fieldwork shall be determined after a public scoping meeting and consultation with stakeholders.
- Summary of the Cultural Resources on the site, and appropriate application of the applicable sections of CEQA and the CEQA Guidelines related to Cultural Resources, including impacts to “Sacred Sites” or important cultural properties.

It is also anticipated that the cultural resource specialist involved in preparation of the EIR will need to interact with numerous stakeholders including the property owner/applicant, and different Native American groups and individuals.

Other issues or sections 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, that require additional study or evaluation (beyond what is included in the Initial Study), 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 (direct) impacts; and measures addressing impacts related to the secondary (indirect) impacts associated with the proposed project. Mitigation measures should also be developed appropriately for the different aspects of the project description (LUO Amendment, Conditional Use Permit).

Mitigation Monitoring

A comprehensive mitigation monitoring and reporting program (MMRP), 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.

2.4 Findings

A time and materials not-to-exceed-budget of 50 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.

2.5 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.

2.6 Early Public Consultation

The consultant shall include the cost and be available to attend a Scoping meeting. The consultant shall be prepared to respond to general EIR process questions, as well as some specific Cultural Resource procedure questions, and participate in an advisory capacity during the scoping meeting. The cost for attendance at the scoping meeting shall be itemized and is to be considered an option to be exercised by the County.

2.7 Public Hearings

The consultant shall include costs for attendance at three (3) public hearings. 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 an option to be exercised by the County.

2.8 Deliverables

The format for all hard copy text documents, tables, charts, and illustrations shall be 8 ½” 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 efforts shall be made to reduce the size of the EIR analysis to no more than 200 pages. As much of the technical information as possible shall be placed in the appendices. Duplication of information in multiple locations of the EIR shall be avoided as much as possible. All administrative drafts, drafts, and final documents shall be two-sided, black ink, on recycled stock paper (white or light color).

Deliverables shall include:

- A. **Draft Project Description and EIR Outline:** One (1) electronic copy (in Word). Up to 4 hard copies may also be requested.
- B. **Administrative Draft EIR:** One (1) hard copy (three ring binder) and four (4) electronic copies (on CD in Word) of the Administrative Draft EIR, appendices and mitigation monitoring program (MMP).
- C. **Draft EIR: Executive Summaries** – **Forty (40)** bound/stapled, hard copies with EIR CDs attached; two (2) CDs (one in Word and one pdf);
Draft EIR – **Twenty five (25)** bound copies with Appendix/MMRP included on CD, **Twenty five (25)** CDs in pdf format (w/ App./MMP), one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for website use (see Attachment 1 - text and graphic files small enough for fast public download times);
Appendices - **Three (3)** hard copies in three ring binders; one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for [website use](#) (text and graphic files small enough for fast public download times);
MMRP – if MMRP not part of DEIR or Appendices, apply Appendices quantities.
Mailout (optional) – If printer is not local, County to provide Consultant EIR mailout addresses for printer to send out directly.
- D. **Administrative Final EIR: AFEIR** - **Two (2)** bound copies and **one (1)** CD (in Word; **Appendices** - As needed (changes/additions to DEIR appendices), one (1) bound copy and one (1) CD (in Word, as available); **MMRP** – if MMRP not part of AFEIR or Appendices, apply Appendices quantities.
- E. **Final EIR: Executive Summaries** – **Twenty (20)** bound/stapled, hard copies with EIR CDs attached; two (2) CDs (one in Word and one as pdf);
Final EIR – **Twenty five (25)** bound copies with Appendix/MMRP included on CD; **twenty (25)** CDs in pdf format (w/ App./MMP), one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times);
Appendices - **Three (3)** hard copies in three ring binders; **four (4)** CDs in pdf format, one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for website use (see Attachment 1 - text and graphic files small enough for fast public download times);

MMRP – if MMRP not part of FEIR 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:

GIS Data 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.*
- *Brief descriptions of each mapping unit and its defining characteristics for this County project*
- *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. Map symbology shall be provided in a .LYR file which the County can import into any subsequent maps if desired.

- G. **CEQA Findings** (optional task): One (1) electronic copy (in Word). Up to two (2) hard copies may also be requested.

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 and attached Initial Study.

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.

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.

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 utilized.

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 - EXISTING INFORMATION

5.1 Background Information

The following materials and documents contain information and standards applicable to the project site:

- County Land Use Ordinance - Inland Portion
- County Framework for Planning - Inland Portion of the Land Use Element South County Area Plan & EIR
- South County Circulation Report
- State Water Project - Coastal Branch Extension FEIR (May, 1991; DWR)
- State Water Project - Local Facilities FEIR (March, 1992)
- Resource Management System Summary Report (2002)
- Phase II - Rural Settlement Pattern Strategy (March, 1991)
- Clean Air Plan and Technical Appendices
- County Noise Element (1991)
- State Natural Diversity Database
- Countywide Public Facility Fee Program
- San Luis Obispo Regional Transportation Plan
- County Bikeways Plan
- County Agriculture Element
- County Conservation and Open Space Element
- DWR Water Report for Santa Maria Groundwater basin (2002)
- County Growth Management Ordinance Amendment Draft EIR (pending)

5.2 Specific Information

The Initial Study is included as part of this RFP and includes references and documents specific to the preparation of that document. These documents are available upon request.

The following materials and documents have been submitted by the applicant and contain information applicable to the project site. The consultant may use any or all of this information in the preparation of the EIR. However, the consultant must verify the accuracy of all information submitted by the applicant and shall not adopt any of the conclusions of the documents submitted by the applicant without independent analysis. The consultant shall be solely responsible for the contents of the EIR.

- A. Allen, Linda, M.S., and Michael Curto, Preliminary Botanical Survey of the Dana Adobe Site & Vicinity, Nipomo, California, November 2000. Note: covers ~ 50 acres of APN 090-171-011, -036.
- B. Ardoin, Corrine, La Purisima Audubon Society, Nipomo Dana Adobe Bird Survey, informal bird survey prepared June 23, 2001. Note: Contains findings and recommendations. Covers primarily the adobe site. Surveys conducted between 02/04/01 and 06/23/01.
- C. Conejo Archaeological Consult, Phase I Archaeological Survey & Impact Assessment of 100 acres for the Patterson Academy Project, October 24, 1999. Note: Study covers APN 090-171-030, -031, -032.
- D. Conoco Phillips. Biological and hazardous waste information has been compiled by Conoco Phillips between 2006 and 2011. Note: Conoco Phillips is located on APN 090-171-035. There is a recorded oil spill that extends from Conoco's site to Dana's property (owned and leased). Conoco prepared biological and hazardous waste information regarding the spill. They are in the process of remediating the spill. Some of this information is available at the Dana Adobe and/or will be soon.
- E. Conoco Phillips, Site survey and aerial data for APNs 090-171-011, -030, -031, -032, and -036. Prepared in 2010 or 2011. Note: The consultant may use this information for their base map.
- F. Crowe, Keith V., Preliminary Bridge Analysis Nipomo Creek Crossing at the Dana Adobe, September 3, 2011.
- G. Dietler, John, Extended Phase I Study of a Portion of CA-SLO-97/142 for the Stories of the Rancho Project, Nipomo, San Luis Obispo County, California, SWCA, April 2012. Study covers a portion of APN 090-171-036.
- H. Diseño Maps. Nearly all aspects of California society were connected to its relationship to the land. This is reflected in diseños, hand-drawn maps, which mark the natural geography of the land. Diseño del Cayucma includes sketches of trees and waterways and provides a key in the lower left corner explaining details of the land. Source:
http://www.calisphere.universityofcalifornia.edu/themed_collections/subtopic0a.html
- I. Dubbink, David, Noise Study Dana Adobe Master Plan, David Dubbink Associates, February 17, 2012. Study covers APN 090-171-011, -030, -031, -032, and -036.
- J. Earth Systems Pacific, Percolation Tests, April 7, 2000. Note: Study conducted around the adobe, primarily APN 090-171-011.
- K. Earth Systems Pacific, Geotechnical Recommendations Dana Adobe Restoration, April 10, 2000. Note: Study covers settlement around the adobe, primarily APN 090-171-011
- L. GeoSolutions, Inc., Engineering Geology Investigation 671 Oakglen Avenue APN: 090-171-011, Nipomo Area, San Luis Obispo County, California, September 15, 2011. Note: This study also covers 090-171-036 and discusses geologic conditions, landslides and liquefaction, seismic, seismically induced hazards, groundwater and drainage, and asbestos
- M. GeoSolutions, Inc., Percolation Testing Report, September 12, 2011.
- N. GeoSolutions, Inc., Discussion of Over-Excavation Recommendations, September 29, 2011.
- O. GeoSolutions, Inc., Exhibits for Potential Disposal Field Areas, September 29, 2011.
- P. GeoSolutions, Inc., Soils Engineering Report (Revision 1), October 28, 2011 Dana Adobe

- Visitors Center Facilities 671 Oakglen Avenue APN: 090-171-011, Nipomo Area, San Luis Obispo County, California, September 19, 2011. Note: This study covers 090-171-011, -036.
- Q. Hail, Larry, Traffic Impact Analysis, Dana Adobe Master Plan, Nipomo, California, Job Number 16614-0. Rick Engineering, March 2, 2012.
- R. Hannahs, Todd, Phase I Archaeological & Paleontological Survey of 30 +/- Acres Surrounding the Dana Adobe, Nipomo San Luis Obispo County, California, Cultural Resource Management Services, December 16, 2011. Study covers APN 090-171-011 and -036.
- S. Hannahs, Todd, Supplemental Archaeological Report on the Site Boundaries For CA-SLO-97/142 for the Dana Adobe in Nipomo, San Luis Obispo County, California, Cultural Resource Management Services, July 20, 2012, Paso Robles, CA. Study covers APN 090-171-011 and -036.
- T. Land Conservancy of San Luis Obispo, Dana Adobe Riparian Restoration Project, Nipomo Creek Watershed Restoration Program, Project Proposal. October 31, 2006. Note: Covers portions of APN 090-171-030, -031, & -032.
- U. Langle, Brook, Biological Resources Assessment, Stories of the Rancho Project, Dana Adobe Nipomo Amigos, APNs: 090-171-011, APN 090-171-030, -031, -032, and -036. Terra Verde, December 2011.
- V. Langle, Brooke, LLC, Plant Species Observed On-Site, Terra Verde Environmental Consulting, May 31, 2010. Note: This is a plant list. It covers the majority of APN 090-171-036. In 2011 Langle is completing a report for the entire 130 acres.
- W. Levine & Fricke, Botanical Report for the Patterson Academy – Fall Survey, October 1999. Prepared for the Patterson Academy EIR. Note: This study covers 34 acres of 090-171-030, -031, & -032. Only the botanical survey map is available for review at Dana.
- X. McWater-Bjorkman, Beth, Ground Penetrating Radar Survey at the Dana Adobe, Nipomo, CA. 2006
- Y. Price, Berry, Archaeological Survey Report, Oak Mitigation for the Willow Road Extension, Applied EarthWorks Inc., 2010. Note: This study covers portions of the 130 acres.
- Z. Price, Berry, Archaeological Survey Nipomo Creek Pipeline Remediation Project, Applied EarthWorks Inc., March 2011. Note: This study covers portions of APN 090-171-036.
- AA. San Luis Obispo County Planning Department. Dana Adobe Planning Commission Staff Report and Mitigated Negative Declaration. June 14, 2012.
- BB. San Luis Obispo County Planning Department, Patterson Academy EIR (ED00-122), September 10, 2001.
- CC. San Luis Obispo County Planning Department, Final Supplemental EIR, Willow Road Extension/US 101 Interchange, April 2006. Note: EIR prepared by LSA. Portions of Dana site may serve as mitigation. DANA'S Master Plan & The Stories of the Rancho Project Project Description November 16, 2011 - 9 - CUP Application.
- DD. Schumacher, Paul, Annual Report of the Board of Regents of the Smithsonian Institution, Showing the Operations, Expenditures and Conditions of the Institution for the year 1874. Washington, 1875.

The following Sections 6 and 7 are excerpts from the Master Contract and are intended mainly for informational purposes.

SECTION 6 - INDEMNIFICATION

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

- 6.1 (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 7 - INSURANCE

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

7.1 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 coverages 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 therefrom, 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 insureds 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

Delivery of “Web-Ready” Draft and Final EIR Documents

Consultant shall provide a CD of a “web-ready” copy of the Draft EIR and Final EIR, in accord with the following:

- All files should be in PDF format with security set to allow viewing, printing, copying, but not alteration;
- An indexed Table of Contents file is requested to at least easily access each chapter; indexing to graphics or large tables is also encouraged;
- Each EIR shall be composed of one file per chapter; graphics should be included in each chapter; if not included, they shall be indexed or linked to the specific graphic found in another folder.
- Individual files shall not exceed 1 megabyte in size, unless previously approved by the County;
- Executive Summaries shall be ‘stand alone’ documents and include graphics;
- If necessary to comply with the 1 megabyte maximum per file, separate files may be created for graphic exhibits and figures; and
- Although encouraged, Appendices and Technical Reports do not need to comply with the 1 megabyte per file size limit; for large files, a note should be added to that effect and that it may take additional time to download
- The “web-ready” version of the Final EIR shall include public comments. Comments submitted in hard-copy format shall be scanned and converted into PDF format. Comments submitted in electronic format shall be converted to PDF format.