



# 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*

**August 16, 2012**

**Project: HANSON AGGREGATES MID-PACIFIC (SANTA MARGARITA QUARRY EXPANSION) CONDITIONAL USE PERMIT/ RECLAMATION PLAN AMENDMENT; DRC2011-00098/DRC2011-00099, ED12-008**

## **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 to allow for the expansion of an existing hard rock mining quarry (Santa Margarita Quarry).

### 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 granted) 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's office, the County is requesting eight (8) copies of the proposals and eight (8) copies of any supportive materials (2 of the 8 copies may be on CDs). It is preferred that all proposals be submitted on recycled paper and printed on two sides. **Proposals must be delivered no later than 4:00 PM, September 6, 2012.** Please ship copies so as to insure prompt delivery to:

**XZANDREA FOWLER, PROJECT MANAGER  
DEPARTMENT OF PLANNING AND BUILDING  
976 OSOS STREET, RM 300  
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 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, please contact: Xzandrea Fowler at (805) 781-1172, [xfowler@co.slo.ca.us](mailto:xfowler@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 project site has been operating as an active quarry and aggregate processing facility, the Santa Margarita Quarry (CA State Mine ID #91-40-003), since the 1920's. Initial mining operations began at the site on a 41 acre area located within the Assessor's Parcel (APN) 070-141-006 and were expanded onto APN 070-141-054 in 1981. Due to the fact that initial mining took place prior to SMARA, quarry operations on parcel 070-141-006 are regarded as a vested use. The 44 acre expansion area added to the site in 1981 comprises a separate parcel and is not regarded as vested.

The quarry is currently operating under the 1981 approved Reclamation Plan that describes reclamation activities for 85 acres of the site. In 1981 a permit was issued by the County to cover the non-vested 44 acre expansion area of the mine site. In 2005 the Reclamation Plan for the quarry was administratively amended to allow for steeper final slopes within the quarry, which added reserves while still achieving for reclamation goals for the site. Maximum annual production from the quarry is currently limited by the use permit to 700,000 tons per year and a maximum of 294 truckloads per day.

1.8 Project Location

The proposed project is within the Rural Lands land use category and is located at 16815 El Camino Real, approximately three (3) miles north east of the community of Santa Margarita (see Figure 1). The site is in the Salinas River planning area, within the Energy Extractive 1 Combining Designation Overlay. The project site is comprised of Assessor's Parcel Numbers. The property address is 16815 El Camino Real, Atascadero, CA 93422.

1.9 Project Description

A request by Hanson Aggregates Mid-Pacific for a Conditional Use Permit (CUP) and Reclamation Plan amendment (RPA) to allow for the expansion of the existing surface mine (see Figure 2). The applicant is proposing to extend the existing entitled timeframe for mining operations at the Santa Margarita Quarry. The extended entitlement timeframe for mining operations would be achieved by adding an additional 41 acres to the existing entitled 85 acre mining footprint and buffer area (see Figure 4). The project will result in the disturbance of approximately 126 acres on four parcels totaling approximately 369 acres in size (APN 070-131-003 = 205.8 acres, APN 070-131-022 = 77.2 acres, APN 070-141-006 = 35.9, and APN 070-141-054 = 50.2 acres). As proposed, the estimated duration of mining activities would be approximately 59 years with an additional 5 years to complete the proposed reclamation plan.

It is estimated that approximately 11,700,000 tons of entitled mining reserves remain under the current entitlement and that the proposed expansion would provide an additional 21,500,000 tons, for a combined total of 33,200,000 tons over the proposed duration of mining activities

(see Figure 6). The existing entitlement limits the mining operation to a maximum annual extraction of 700,000 tons, which would also be the yearly maximum for the life of the proposed project. The existing entitlement also limits the number of daily truckloads and the operating hours, which would be in place for the life of the proposed project. The existing mining operation employees 15 full-time positions, and the applicant is not anticipating changes in employment levels.

The proposed project would be implemented in four phases (see Figure 7). Each phase would include vegetation removal, topsoil salvaging, and overburden stripping, resource extraction and reclamation. Concurrent reclamation will occur with mining where practicable on benches that have achieved final contours. The initial phase of mining would be within the existing entitled mining footprint and would be identified as Phase I.

Phase I: Phase I mining activities would be a continuation of current operations and would continue until resources are depleted in this Phase; which is estimated to be the year 2030. Approximately 39 acres would be disturbed during this Phase. According to the applicant this phase would yield approximately 10,500,000 tons of production reserves and 1000 tons of overburden removal.

Phase II: Phase II mining activities are anticipated to begin immediately following project approval and would occur concurrently with Phase I. It is estimated that Phase II could be completed by the year 2044. Approximately 13 acres would be disturbed during this Phase. According to the applicant this phase would yield approximately 8,400,000 tons of production reserves and 585,000 tons of overburden removal.

Phase III: Extraction in Phase III would occur in the proposed expansion area and would progress in a northwesterly direction. It is estimated that Phase III would be completed by the year 2060. Approximately 12 acres would be disturbed during this Phase. According to the applicant this phase would yield approximately 9,000,000 tons of production reserves and 526,000 tons of overburden removal.

Phase IV: Phase IV mining activities are anticipated to follow as resources in the previous Phases are depleted and the active mining area continues to progress to the northwesterly direction of the proposed project area. Final reclamation of the project area would be completed in Phase IV and during a Final Reclamation phase. It is estimated that mining activities in Phase IV will be completed by the year 2070. Approximately 11 acres would be disturbed during this Phase. According to the applicant this phase would yield approximately 5,300,000 tons of production reserves and 490,000 tons of overburden removal.

Final Reclamation: The proposed reclamation plan area is approximately 126 acres (see Figure 10). Reclamation of the site would consist of slope preparation and re-vegetation. Reclamation would occur after the completion of extractive operations, and generally consist of grading, re-soiling, re-vegetation, and monitoring until reclamation performance standards are met. The proposed mining activities from the four phases would result in the creation of a depression and a number of cut slopes with 25' wide catch benches around the perimeter. The proposed reclamation plan would adapt the landform into open-space including seasonal water storage, oak woodland habitat, riparian woodland habitat and chaparral vegetation.

Lower lying areas near the Salinas River are proposed to be re-vegetated with a mix of riparian species similar to what is found in the surrounding undisturbed areas. Other disturbed areas of the Reclamation Plan Amendment (RPA) area are proposed to be re-vegetated with a seed mix composed of chaparral and grassland species similar to what is currently growing in the project vicinity. All areas of mining disturbance within the RPA area would be re-vegetated with

the exception of the near-vertical quarry faces between benches, the pit floor, and any other areas where rock outcroppings exist. According to the applicant the RPA area would be fully reclaimed by the year 2075.

## **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 County determined that an EIR would be clearly required for the proposed project, therefore preparation of an initial study was not necessary. The applicant did not dispute the need for preparation of an EIR. In the absence of an initial study, the County prepared a Preliminary Environmental Summary (Exhibit A), which identifies the potentially significant effects of the project and indicates briefly the reasons for determining that other effects would not be significant or potentially significant.

The issues described in the attached Preliminary Environmental Summary 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. The consultant shall peer review as one of the methodologies for evaluation and preparation of the EIR for those issue areas where consultants have prepared and submitted technical studies on behalf of the applicant. 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, and any thresholds or criteria used by the County. 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.

The alternatives analysis, while mostly a qualified effort, shall make all efforts to use or cite existing applicable detailed information to make for as meaningful a comparison as possible to the proposed project.

### **2.3 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, tentatively scheduled for Wednesday, September 19, 2012, 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, tentatively scheduled on Wednesday, September 26, 2012.** The consultant shall be prepared to respond to general EIR process 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 four (4) 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 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 to the extent feasible. **All hard copy administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light color recycled stock paper.**

Deliverables shall include:

- A. Four (4) hard copies and one electronic copy of the draft Project Description and EIR Outline.
- B. Five (5) copies of the Administrative Draft EIR with appendices as follows: four (4) hard copies (in three ring binders); and one CD in original format (e.g., Word).
- C. Forty-five (45) copies of the Draft EIR as follows: five (5) hard copies with appendices (in three ring binders); fifteen (15) bound copies with appendices included as a CD in an envelope; twenty-five (25) CDs (with graphics and appendices) in "searchable" .pdf format; ten (10) separately bound copies of appendices; and one (1) electronic copy in original format [e.g., Word].
- D. One (1) copy of the Draft EIR in an HTML, or other acceptable web-friendly format, so text and graphics can be easily placed on the county's web site; (this shall include breaking the document in smaller, easily downloadable portions).
- E. Five (5) copies (2 three-hole drilled, 2 bound, 1 CD) of the Administrative Final EIR with appendices.
- F. Fifty-five (55) copies of the Final EIR as follows: five (5) hard copies with appendices (in three ring binders); twenty-five (25) bound copies with appendices as CDs in envelopes at back of document; twenty-five (25) CDs (with graphics and appendices) in "searchable" .pdf format; fifteen (15) separately bound copies of appendices; and one (1) CD in original software format (e.g., Word).
- G. If Mitigation Monitoring and Reporting Program (MMRP) is not incorporated into the Final

EIR, provide five(5) bound copies, one (1) unbound copy (single-sided), and 1 CD (with graphics and appendices) in “searchable” .pdf format, and one (1) CD in original software format (e.g., Word) of the final MMRP.

- 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. If GIS layers are developed/ used, this information shall also be submitted electronically. The County uses ArcView GIS and expects the following process to be used for GIS work.

*Any geographic information electronically mapped as part of this project shall be provided as a .SHP file or “file GEO database”, 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 a .MXD file shall be included showing proper final map layout with any necessary symbolization. Map symbology shall be provided in a .LYR file which the County can import into any subsequent maps if desired.*

- I. Two unbound copies of CEQA Findings and an electronic version (include as an optional task).

### **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 EIR with a completion target date for each milestone (i.e., Project Description and EIR outline and Thresholds, Administrative Draft EIR, Administrative Final EIR, and Final EIR). Examples of key tasks are: data collection, data verification and analysis, completion of the Draft EIR, responses to comments, attendance at public hearings, and certification of the Final EIR. The proposal shall include a table which specifies the following for each task; assigned personnel, number of hours to be spent, rate/hour, and total cost. The time for firm members to attend public hearings where the EIR is considered (minimum of four) should be included as part of the hours estimate. Proposal amounts will be considered a factor in selecting a consultant.

### 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. A discussion should also be provided regarding consultation with applicable responsible agencies (e.g. CDFG, RWQCB, etc.).
- 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:

*NOTE: An additional list of County documents will be provided to the consulting firm chosen for the proposed project prior to starting the EIR to ensure the chosen consultant has all relevant information needed to complete a satisfactory analysis.*

- County Land Use Ordinance – Inland Portion
- County Framework for Planning – Inland Portion of the Land Use Element Salinas River Area Plan
- Hansen Aggregates Mid-Pacific (Santa Margarita Quarry) Conditional Use Permit / Reclamation Plan amendment application and supporting documents
- Clean Air Plan and Technical Appendices
- State Natural Diversity Database
- Countywide Public Facility Fee Program
- San Luis Obispo Regional Transportation Plan
- County Ag & Open Space Element
- Energy Element
- Noise Element
- Annual Resource Summary Report (2008)
- County of San Luis Obispo Safety Element (1999)
- Draft Conservation Open Space Element
- Uniform Fire Code
- Solid Waste Management Plan
- Parks & Recreation Element
- County Master Water and Sewer Plan (1972)
- San Luis Obispo County Water Quality Reports
- San Luis Obispo County Hydrologic Report -Water Years 01-02 & 02-03
- San Luis Obispo County Integrated Regional Water Management Plan (2005)

### 5.2 Specific Information

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.

- 1) Project Description Santa Margarita Quarry Extension, State Mine ID# 91-40-0003. EnviroMINE, Inc. May 14, 2012.
- 2) Greenhouse Gas Assessment Santa Margarita Quarry Extension. AMBIENT Air Quality & Noise Consulting. May 5, 2012.
- 3) Traffic Impact Analysis Santa Margarita Quarry Extension, Job # 16611-O. Rick Engineering Company. May 15, 2012.

- 4) Drainage Report Santa Margarita Quarry. Chang Consultants. May 8, 2012.
- 5) Geotechnical Investigation and Design Recommendations Santa Margarita Quarry, Project No. 073-97199. Golder Associates. March 2012/Revised June 2012.
- 6) Hydro geologic Evaluation Santa Margarita Quarry Extension, Project No.073-97199. Golder Associates. March 2012.
- 7) Phase I Archaeological & Paleontological Survey, APN: 070-131-003 Hanson Quarry, Project No. 46-770. Cultural Resource Management Services. January 25, 2011.
- 8) Environmental Noise Assessment Santa Margarita Quarry Extension Project, Job #2011-064. Bollard Acoustical Consultants, Inc. April 24, 2012.
- 9) Preliminary Determination of Waters of the U.S. Santa Margarita Quarry. WRA Environmental Consultants. April 2012.
- 10) Biological Resources Assessment Report Santa Margarita Quarry. WRA Environmental Consultants. May 2012.
- 11) Oak Woodland Assessment Report Santa Margarita Quarry. WRA Environmental Consultants. April 2012.
- 12) Rare Plant Survey Report Santa Margarita Quarry. WRA Environmental Consultants. April 2012.
- 13) Visual Analysis Report Lehigh-Hanson Quarry Extension, Santa Margarita, CA. Wallace Group. April 24, 2012.

**The following Sections 6 and 7 are excerpts from the Master Contract and are intended mainly for informational purposes. However, for those Consultants not on the Master Contract list, they must be willing to accept these provisions as written should they decide to submit a proposal.**

#### **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 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 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 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**

### **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.