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

Project: PANKEY CONDITIONAL USE PERMIT / RECLAMATION PLAN; DRC2005-00193, ED09-122

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 sand and gravel mining along a portion of the Salinas River and Vineyard Creek northeast of the community of San Miguel.

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 five (5) copies of the proposals and five (5) copies of any supportive materials (3 of the 5 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 5:00 P.M., March 31, 2010**. Please ship copies so as to insure prompt delivery to:

MURRY WILSON, 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(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, please contact:

Murry Wilson at (805) 788-2352 (direct), (805) 781-5010 (environmental division office), or via email at mwilson@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 was submitted to the County for processing on April 11, 2006. The project was one of five applications for sand and gravel mining within the northern portion of San Luis Obispo County in the Salinas River and its tributaries. The project was previously scheduled for hearing on May 8, 2008 where comments were received regarding the adequacy of the environmental determination. Cumulative impacts concerns were identified by resource agencies regarding the existing and proposed mines within the rivers. The project was then continued to October 9, 2008 to address concerns raised at the previous hearing. Based on the complexity of the issues raised, the applicant requested that the project be continued off-calendar to revise the project consistent with the identified concerns. In September of 2009 the project was revised and resubmitted based on the applicant prepared Area-wide Adaptive Management Plan. A Notice of Preparation was sent out to public agencies and other interested parties on December 29, 2009.

While some of these mining projects are no longer being pursued, your firm may want to contact the department to discuss the history of the project prior to proposal.

1.8 Project Location

The proposed project is within the Agriculture land use category and is located at 4444 Indian Valley Road, approximately 1.25 miles north of the Cross Canyon Road intersection and approximately 1,200 feet northeast of the community of San Miguel. The site is in the Salinas River planning area.

1.9 Project Description

The project is a request to allow for a sand and gravel mining operation along a portion of the Salinas River and Vineyard Creek. The project will result in a total maximum disturbance of approximately 43-acres (including 33.59-acres of proposed extraction / skimming area, 7.5-acres of sorting and stockpiling, and 1.54-acres of haul roads) on a 1,167-acre parcel. The project is composed of three (3) excavation areas that total 105,500 cubic yards per year (36,000 from the north Salinas River excavation area, 60,000 from the south Salinas River exaction area, and 9,500 from the Vineyard Creek excavation area). The project would allow for a maximum yield of 105,500 cubic yards per year. The project is proposed to have a 20-year operational lifespan.

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

An Initial Study outlining the potential environmental impacts was completed for this project (Exhibit A), which concluded that there may be significant environmental impacts associated with the proposed project and that an environmental impact report (EIR) is required. The applicant is not disputing the need for preparation of an EIR. The issues described in the attached Initial Study 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 include 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 impacts; and measures addressing impacts related to the secondary 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.

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.

2.3 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.

2.4 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 four (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 Deliverables

The format for all 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 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 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 at least 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) 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 ArcGIS 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, 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, 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 the 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:

- County Land Use Ordinance - Inland Portion
- County Framework for Planning - Inland Portion of the Land Use Element
  Salinas River Area Plan
- Pankey Conditional Use Permit / Reclamation Plan 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 Reports - Water Years 01-02 & 02-03
- San Luis Obispo County Integrated Regional Water Management Plan (2005)

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.*

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.

A. Biological Assessment; Seay Biological Consulting; March 23, 2006.
B. Cultural Resource Survey; Singer; May 7, 2006.
C. Revised Traffic Analysis – 4444 Indian Valley Road; Sierra Delta Corporation; November 2, 2006.
D. Revised Biological Assessment; Seay Biological Consulting; September 27, 2007.
E. Area-Wide Adaptive Management Plan; Geomorph; July 17, 2009.
F. Air Quality Impact Analysis; Golder Associates; August 2009.

Additional project specific information may be found on the Planning Department's website at: http://www.slocounty.ca.gov/planning/environmental/EnvironmentalNotices/Other_Environmental_Documents/Pankey.htm

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 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.