



Request for Proposal

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: SAN LUIS OBISPO COUNTY SALINAS RIVER WATERSHED MANAGEMENT PLAN

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 a San Luis Obispo County Salinas River Watershed Management Plan.

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. **Proposals must be delivered no later than 4:30 P.M., February 16, 2010.** Please ship copies so as to insure prompt delivery to:

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

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

1.4 Acceptance of Proposal Content

If a contract is awarded as a result of a response to this request, the County will select the successful 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: Jeff Oliveira at (805) 781-4167, joliveira@co.slo.ca.us

1.6 Contract Amount

The consultant shall prepare a cost estimate based upon the services requested in this RFP. The Salinas River Watershed Management Plan 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

In addition to supporting key natural habitat and other important biological resources, the land surrounding the Salinas River and its tributaries has been used historically for agricultural production and mineral (primarily sand and gravel) extraction. In combination with the natural and industrial/agricultural uses of this system, the Salinas River and its tributaries have also experienced a relatively recent increase in residential development as well, which introduces a conflict between land uses.

These issues are at the center of the planning process for land use applications being processed by the Planning Department. A primary concern shared by the public and by jurisdictional agencies revolves around the cumulative impacts to the river system associated with existing and proposed mining operations. Another major concern revolves around the continued extraction of material from the Salinas River and its tributaries without a solid understanding of exactly how much of this material is replenished every year during the rainy season, how much actual mineral extraction can the system support and how the use of the watershed systems will be monitored to ensure that downstream impacts to neighboring properties (i.e., headcutting and erosion) are avoided.

As a result, it was determined that a comprehensive resource inventory and assessment of the Salinas River, its tributaries and associated watershed would be a valuable tool. In addition, the County has determined that to best manage this system, studies are needed to determine the scientifically based limit for safe annual yield of material from the system along with the identification of areas appropriate for extractive activities in consideration of other land uses in order to encourage sustainable and renewable operations in the river system.

In addition to providing the County with a comprehensive understanding of the valuable local sand and gravel resource, this plan would be intended allow the County to calculate projected needs for river resources and measure that against current capacity, and assess the best locations and methods for resource development from the perspective of protecting public trust resources.

In order to realize the goals stated above, the County intends to solicit proposals from qualified consultants to perform the following task:

- Phase 1 – A literature and background review of the watershed management process and organization developed by other agencies, counties, and organizations to manage the sustainable extraction of instream sand and gravel resources;
- Phase 2 – Fluvial geomorphic assessment, delineation, and general characterization of the Salinas River Watershed, with detailed characterization of sub-watersheds and reaches. This should include sediment transport modeling for the purpose of determining the availability of aggregate resources based on existing mining operations and annual sediment replenishment and for use to help guide management policies;
- Phase 3 – Development of guidelines for investigative reports for future in-stream mining projects and development of monitoring programs for aggregate extraction that is both ecologically and economically sustainable for future and existing in-stream mining operations; and

- Phase 4 –Development of Management Recommendations and Guidelines and report (summarizing phase 1, 2, and 3).

1.8 Project Location

The project boundaries encompass the portion of the Salinas River watershed located within the County of San Luis Obispo. Please refer to the attached graphic for a map showing the Salinas River watershed boundary.

1.9 Project Description

As discussed above, the County is seeking a qualified consultant to prepare a watershed management plan for the Salinas River and its tributaries. This task is broken down into four distinct phases. The following is a detailed discussion outlining the scope for each phase.

Phase 1

The selected consultant will provide a review of the existing in-stream management plans for the Salinas River and comparable river systems by other agencies, counties and organizations, including but not limited to:

- Coordination of mining activities;
- How are existing mines activities integrated into the management plan;
- What decisions are made and how do these decisions fit with other County, State and Federal authority and permits;
- How are decisions made, how often, how is public participation implemented;
- How is monitoring done;
- How often are fluvial geomorphic assessments of the channel required, annually, after large flow events, or other criteria;
- How are conditions outside of the detailed study area evaluated and integrated with the management plan? For example, what consideration will the plan give to downstream impacts, i.e. Monterey County;
- What is the feed back mechanism for making management decisions;
- Are annual or periodic reports generated or otherwise made available to the public, and other agencies, for review and comment;
- Is the administration of the management plan done solely by the County, or is there a separate entity, like a watermaster, or a committee; and
- If administrative authority is not solely with the County, how are members chosen, do they rotate terms, rotate chairmanship?

Phase 2

The selected consultant will coordinate with the County of San Luis Obispo and interested State and Federal agencies, non-profit organizations and interested stakeholders to conduct a scoping meeting before starting the assessment. For the assessment the selected consultant will identify reach breaks, delineate sub-watersheds and number and extent of stream reaches. The selected consultant will create a Geographic Information System (GIS) and data base system of fluvial geomorphic data.

The selected consultant will coordinate with the County and jurisdictional agency staff to review generated shape files before beginning the Arc View component of the assessment. The selected consultant will coordinate with other project participants as identified by County staff, and participate in public education/outreach efforts as specified in the scoping process. The selected consultant will be responsible for the final assessment and will conduct quality assurance checks prior to submitting data for quality assurance reviews by the County of San Luis Obispo.

Description of Phase 2 Tasks:

- A.** A scoping meeting will be conducted at the initiation of the contract with the selected consultant, and County and jurisdictional agency staff to ensure tasks and deliverables are understood and identification of any needs, limitations, conflicts/etc. can be identified prior to contract tasks being implemented.
- B.** Complete a Phase 2 stream geomorphic assessment for the Upper Salinas River Watershed (please refer to the attached graphic). The assessment shall include analysis of related studies and existing data pertinent to this investigation, and utilize the current standards of professional practice for fluvial geomorphic assessment including Arc View generated shape files.
- C.** At a minimum, create the following GIS layers, bedrock & Quaternary geology, geomorphic characterization of the channel, areas of aggradation/degradation, depth to ground water, 50, 100 & 500-year flood plains, bridges, culverts, dams, levees, existing in-stream mining operations, delineation of sub-watersheds and sensitive habitats.
- D.** Participate in Landowner Outreach meetings and, if determined to be feasible given availability of resources, participate in project identification efforts coordinated by staff as specified during the scoping process.
- E.** Complete a Phase 1 Report to include the following:
 - 1. Abstract**
 - 2. Introduction**
 - i. Study Area
 - ii. Purpose & Scope
 - 3. Methods**
 - i. Data Compilation
 - a. Regional geology
 - b. Regional climate & historic precipitation
 - c. Topographic analysis & stream channel characterization
 - d. Existing spatial data sets
 - e. Existing background/literature review
 - f. Historic assessment of changes in the river over time
 - ii. Assessment of Hydrology & Hydrologic Simulation
 - a. Initial watershed parameter estimation
 - b. Adjustment of watershed parameters
 - c. Regional regression equations
 - d. Model adjustment
 - iii. Hydraulic Simulation
 - a. Cross-sectional information
 - b. Manning Roughness Coefficients
 - c. Bridges & culverts
 - d. Dams & levees
 - e. Wastewater treatment plants
 - f. Estimation of low, average & peak flows
 - g. Sediment transport modeling
 - h. Channel gradient
 - iv. Assessment of Fluvial Geomorphology
 - a. Stream channel cross sectional characterization
 - b. Channel geometry
 - c. Channel characterization

- d. Streambank stability analysis
- e. Thalweg profiles and streambed gradation
- f. Regional historic flooding

4. Conclusions

- i. Results of Hydrologic & Hydraulic Assessments
 - a. Delineation of sub-watersheds
- ii. Results of Fluvial Geomorphic Assessment
 - a. Area wide regional bedload sediment budget
 - b. Area wide regional bedload replenishment
 - c. Determination of area wide effects of past and current sand & gravel extraction.
 - d. Summary of the predicted stream channel adjustment processes ongoing in the watershed
 - e. Identification of any areas determined suitable for sand and gravel extraction (e.g., adequate sediment supply; suitable fit with existing land uses)
 - f. A list of priority reaches recommended for Phase 2 assessment work that may lead to the development of restoration and protection projects and where possible based on documented landowner interest.

Phase III

The selected consultant will coordinate with the County of San Luis Obispo and interested State and Federal agencies, non-profit organizations and interested stakeholders to conduct a scoping meeting before starting the assessment. For the Phase 2 Assessment the selected consultant will perform detailed geomorphic fluvial analysis of the sub-watersheds as defined in the Phase 1 study.

The selected consultant will coordinate with County and jurisdictional agency staff to review generated shape files before beginning the Arc View component of the assessment. The selected consultant will coordinate with other project participants as identified by County staff. The selected consultant will be responsible for the final assessment and will conduct quality assurance checks prior to submitting data for quality assurance reviews by the County of San Luis Obispo.

Description of Phase 3 Tasks:

- A.** A scoping meeting will be conducted at the initiation of the contract with the selected consultant, and County and jurisdictional agency staff to ensure that tasks and deliverables are understood and identification of any needs, limitations, conflicts/etc. can be identified prior to contract tasks being implemented.
- B.** Complete Phase 2 stream geomorphic assessments for sub-watersheds of the Upper Salinas River within San Luis Obispo County, California. The assessments shall utilize the current standards of professional practice for fluvial geomorphic assessment including Arc View generated shape files. Specific reaches of sub watersheds along with division of any sub-watershed into reaches and/or sub-reaches will be identified in conjunction with the County and jurisdictional agency. To the extent that landowners give permission for access, each sub-watershed is to be assessed in its entirety.
- C.** At a minimum, create the following GIS layers, bedrock & quaternary geology, channel characterization, areas of aggradation/deaggradation, depth to ground water, 50, 100 & 500-year flood plains, bridges, culverts, dams, levees, existing in-stream mining operations, and sensitive habitats.

- D.** Field sketches, survey data, LIDAR, etc. (and GPS locations) will be used to create GIS coverages and document the location of: reach and segment breaks, photo points, cross-section locations, and other definite features located during the field assessment.
- E.** Participate in landowner outreach meetings/efforts, coordinated by the County of San Luis Obispo, to identify potential implementation projects, and make initial landowner contact to assess interest.
- F.** Complete a Phase 3 Report to for each identified sub-watershed area to include the following:
 - 1. Abstract**
 - 2. Introduction**
 - i. Sub-watershed Study Area
 - ii. Purpose & Scope
 - 3. Methods**
 - i. Data Compilation
 - a. Regional & local geology
 - b. Micro-climate & historic precipitation
 - c. Topographic analysis & stream channel characterization (consultant will recommend best remote sensing technology)
 - d. Existing spatial data sets
 - ii. Assessment of Hydrology & Hydrologic Simulation
 - a. Initial watershed parameter estimation
 - b. Adjustment of watershed parameters
 - c. Local regression equations
 - d. Model adjustment
 - iii. Hydraulic Simulation
 - a. Cross-sectional information
 - b. Manning Roughness Coefficients
 - c. Bridges & culverts
 - d. Wastewater treatment plants
 - e. Dams & levees
 - f. Estimation of low, average & peak flows
 - g. Sediment transportation modeling
 - h. Channel gradient
 - iv. Assessment of Fluvial Geomorphology
 - a. Stream channel cross sectional characterization
 - b. Channel geometry
 - c. Channel classification
 - d. Streambank stability analysis
 - e. Thalweg profiles and streambed gradation
 - f. Local historic flooding
 - 4. Conclusions**
 - i. Results of Hydrologic & Hydraulic Assessments
 - a. Delineation of standardized tabulated data to be utilized for site specific assessments (Phase 3) for expansion of existing or new proposed in-stream mining projects.
 - ii. Results of Fluvial Geomorphic Assessment
 - a. Bedload sediment budget
 - b. Bedload replenishment
 - c. Determination of area wide effects of past and current sand & gravel extraction.
 - d. The types and degree of watershed, floodplain and channel impacts contributing to the current stream geomorphic conditions

Phase IV

The selected consultant will coordinate with the County of San Luis Obispo and interested State and Federal agencies, non-profit organizations and interested stakeholders to conduct a scoping meeting before starting the assessment. For the Phase 4 scope of services the selected consultant will create and devise guidelines for site specific Fluvial Geomorphic Reports and Mine Monitoring Plans. These site specific reports and monitoring plans would be required to be performed for the proposed expansion of any existing in-stream mining project; or the proposal of any new in-stream mining project within the upper Salinas River and it's tributaries in San Luis Obispo County, California. The intent of these guidelines is to standardize report content, based on scientifically derived and peer reviewed data utilizing empirical tabulated information from previous developed Phase 3 geomorphic assessments. The purpose of this standardization is to objectify and streamline the peer review process for site specific Fluvial Geomorphic Reports and Mine Monitoring Plans submitted to the County of San Luis Obispo and jurisdictional agency staff for environmental review.

The selected consultant will be responsible for the final assessment and will conduct quality assurance checks prior to submitting the guidelines for quality assurance reviews by the County of San Luis Obispo.

Description of Phase 4 Tasks:

- A.** A scoping meeting will be conducted at the initiation of the contract with the selected consultant, and County and jurisdictional agency staffs to ensure tasks and the deliverables are understood and identification of any needs, limitations, conflicts/etc. can be identified prior to contract tasks being implemented.
- B.** Develop preliminary guidelines for Fluvial Geomorphic Reports & Mine Monitoring Plans. The selected consultant will be responsible for quality assurance reviews of preliminary data by the County of San Luis Obispo and jurisdictional agency staff agencies prior to development of final draft reports.
- C.** Complete a Phase 4 Report summarizing the guidelines for site specific Fluvial Geomorphic Reports & Mine Monitoring Plans. The guidelines for these site specific reports should include but not necessarily limited the following:
 - 1. Project Description
 - 2. Site Location
 - 3. Regional Geology Map
 - 4. Original Geologic Map
 - 5. Aerial Photograph Interpretation
 - 6. Subsurface Site Geology
 - 7. Depth to Groundwater
 - 8. Geologic Cross Sections
 - 9. Sensitive Habitats
 - 10. Bridges & Culverts
 - 11. Landslides
 - 12. Flooding
 - 13. Low, Average & Peak Flows
 - 14. Stream Channel Cross Sectional Characterization
 - 15. Channel Geometry and Channel Classification
 - 16. Streambank Stability Analysis
 - 17. Thalweg Profiles and Streambed Gradation
 - 18. Sediment Transport
 - 19. Bedload Transport
 - 20. Rate of Effective Bedload Replenishment
 - 21. Direct Onsite Impacts
 - 22. Indirect Off-site & On-site Impacts
 - 23. Cumulative Impacts
 - 24. Avoidance & Minimization Measures
 - 25. Mitigation Measures
 - 26. Monitoring Plan Protocols and Responsibilities

SECTION 2 - SCOPE OF WORK

- 2.1 All proposals submitted must be double-sided where possible and must consider County staff's ability to review the proposal within a reasonable timeframe. The proposal should include the following information:

Understanding of the Project:	Describe briefly your understanding of this project, including tasks to be performed, and the issues and needs to be addressed, and also how you propose to coordinate activities with the County.
Technical Methodology:	Detail the procedures you would use to complete each task. This should be organized into a proposed work program framework with clearly defined tasks and milestones.
Deliverables:	Identify specific products to be delivered, and when.
Schedule:	Identify the specific schedule you propose to follow in completing the tasks, and benchmarks for evaluating progress. A chart should be included to present proposed time lines by tasks and milestone dates.
Organizational Chart:	Identify persons who will be involved in the project and their respective roles and/or functions. The project manager and task leaders should be clearly identified.
Qualifications:	The nature of the project is technical and the contractor should be able to demonstrate functional knowledge of fluvial geomorphology, GPS and GIS usage and topographic map/orthophoto interpretations. Proposals should include a brief list of projects demonstrating specific expertise in fluvial geomorphic assessments. At least three references should be provided, including client contact names, addresses and phone numbers. Qualifications in the form of resumes for all key personnel also should be attached.
Cost Proposal:	Present a detailed cost proposal for the work to be performed based upon the person hours by task and including personnel, overhead, other direct costs, subcontractor costs, etc.

2.2 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.

2.3 Public Hearings

The consultant shall include costs for attendance at two (2) 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.

2.4 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 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 Management Plan Outline:** One (1) electronic copy (in Word). Up to 2 hard copies may also be requested.
- B. **Administrative Draft Management Plan:** 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 Management Plan:** two (2) hard copies (three ring binders), Twelve (12) bound copies with Appendix CD attached, Twenty five (25) CDs in pdf format (w/ App.), 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** - two (2) copies in three ring binders, Ten (10) bound copies, Two (2) CDs in pdf format, 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).
- D. 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.

SECTION 3 - PROPOSAL CONTENT

3.1 Form

Proposals and supporting materials shall be submitted in bound copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in Section 2 of this RFP.

3.2 Personnel and Experience

If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance. Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed.

3.3 Coordination

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

3.4 Task Timetable and Cost Estimates

The proposal shall contain the tasks required to complete the project with a time frame for each task.

3.5 Objectivity

Management Plans 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 document.

3.6 Project Funding Opportunities

It is anticipated that this project will include a multi-agency funding program. This would include participation from other agencies, development proponents, non-profit organizations, business interests, grants, and other sources. Interested consultants should have experience with coordinating multifaceted funding programs for similar large-scale projects.

SECTION 4 - CRITERIA FOR EVALUATION OF PROPOSAL

In addition to the items discussed in Section 2.1 above, 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
- Resource Management System Summary Report (2005)
- 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 Ag & Open Space Element
- Santa Maria and Sisquoc Rivers Specific Plan (November 13, 1997)
- Salinas River Watershed Management Action Plan (RWQCB, 1999)
- Phase I of the Upper Salinas River Watershed Study and Watershed Management Plan

5.2 Specific Information

The following projects were at the center of the discussion over the existing and proposed uses of the Salinas River and contain recent information on the nature of mining impacts along the river system. The consultant may use any or all of this information in the preparation of the Salinas River Watershed Management Plan. However, the consultant must verify the accuracy of all information provided along with these projects and shall not adopt any of the conclusions of the documents submitted by the project applicants without independent analysis. The consultant shall be solely responsible for the contents of the Salinas River Watershed Management Plan.

- A. Pehl Sand and Gravel Mine (DRC2005-00027)
- B. Viborg/Estrella River Sand and Gravel Mine (DRC2006-00039)
- C. Pankey Sand and Gravel Mine (DRC2005-00193)

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.

San Luis Obispo County

