



# COUNTY OF SANTA CRUZ

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General Services Department  
Purchasing Division

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## COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #14P1-008

FOR

*Environmental Impact Report for the Felton Meadow Project*

**RFP PROPOSALS DUE:  
July 30, 2015  
2:00 p.m. PDT**

**In the General Services Department - Purchasing Division  
701 Ocean Street, Room 330  
Third Floor  
Santa Cruz, CA 95060**

**BUYER: Kevin Bratcher**  
[Kevin.Bratcher@santacruzcounty.us](mailto:Kevin.Bratcher@santacruzcounty.us)

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**SECTION 1 - INVITATION**

The County of Santa Cruz, Planning Department – Planning (hereinafter, “County”) is seeking a qualified Consultant (hereinafter, “Consultant”) to prepare an EIR (Environmental Impact Report) for the Felton Meadow Project (hereinafter, “Project”) for the Mt. Hermon Association, Inc. (hereinafter, “Project Applicant”) in accordance with applicable law, including but not limited to, the California Environmental Quality Act (CEQA) and County of Santa Cruz ordinances.

**SECTION 2 - INSTRUCTIONS TO RESPONDENTS**

2.1 Preparation of RFP Proposal

Respondent shall submit completed proposal with the required attachments (exhibits and explanatory materials) as applicable. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposal must be completed in ink, typewritten, or word-processed.

2.2 RFP Process Schedule

The schedule for submittal and review of proposals and notification of Respondents follows. County may change these dates as it deems necessary or appropriate.

<b>Activity</b>	<b>Date</b>
Release RFP	June 11, 2015
Advertise RFP – Santa Cruz Sentinel	June 15, 2015, June 22, 2015
Deadline for Submitting Written Questions	July 2, 2015
Dissemination of Written Questions and Answers	July 16, 2015
Deadline for Submitting Proposals – Proposal Due Date and Public Opening	July 30, 2015
Notification of Short List	August 13, 2015
Preliminary Approval	Mid August - TBD
Begin Contract Negotiations	Late August - TBD
Contract Approval by Santa Cruz BOS and Execution	September - TBD

2.3 Submission of Proposal

a. Respondent shall submit one (1) original hardcopy and one (1) electronic copy of the completed proposal and the following:

1. Exhibit A – Proposer Fact Sheet
2. Exhibit B – Customer References
3. Exhibit C – Designation of Subcontractors
4. Exhibit D – Non-Collusion Declaration
5. Exhibit E – Insurance Requirements and Certificates
6. Exhibit F – Protest and Appeals Procedures

b. Proposal documents shall be delivered in a sealed envelope, clearly marked **RFP #14P1-008** and addressed to:

General Services Department - Purchasing Division  
Attn: Kevin Bratcher  
701 Ocean Street, Room 330  
Santa Cruz, CA 95060

2.4 Public Opening of RFP Proposals

Public opening of the RFP will occur at 701 Ocean Street, Room 330, Santa Cruz, CA 95060 on July 30, 2015, at 2:00 p.m. Pacific Daylight Time (PDT). Interested parties may attend the RFP opening. Proposals received will be available to the public for review after the award of a contract.

2.6 Multiple Proposals

Only one proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one proposal.

2.7 Late Proposals

Proposals must be delivered in person or received by mail no later than July 30, 2015, at 2:00 p.m. PDT. Proposals will not be accepted after the deadline for submittals. All proposals received after the deadline for submittals will be returned unopened.

2.8 Point of Contact

Respondent shall direct all questions regarding the RFP to the Buyer, Kevin Bratcher via e-mail at [kevin.bratcher@santacruzcounty.us](mailto:kevin.bratcher@santacruzcounty.us). No other person has the authority to respond to any questions submitted unless specifically authorized by Mr. Bratcher. Respondent may be disqualified for failure to adhere to this process.

2.9 References

a. Respondent shall submit Exhibit B – Customer References with the RFP. Reference checks should confirm that Respondent has successfully performed the proposed services on similar projects, including completion within budget, schedule and scope.

b. County reserves the right to check any or all references (1) necessary to assess a prospective Respondent's past performance; (2) pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or (3) explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to County.

2.10 Non-Collusion Declaration

Respondent shall execute and submit Exhibit D – Non-Collusion Declaration.

2.11 Evaluation Criteria

a. If a contract is awarded, it will be awarded to the responsive and responsible Respondent(s) that offer(s) the greatest value based on an analysis involving a number of criteria. Proposals will be evaluated on the following criteria:

<b>Criteria</b>	<b>Points</b>
<b>1. Understanding of the scope of work to be performed</b> <ul style="list-style-type: none"> <li>• Demonstrated understanding of the project objectives.</li> <li>• Consultant’s approach to accomplishing the scope of work.</li> <li>• Timetable for completing the project.</li> </ul>	<b>20</b>
<b>2. Proposed methodology and procedures</b> <ul style="list-style-type: none"> <li>• Consultant’s general approach to evaluating the issues.</li> <li>• Complete description of the procedures and analytical methods to be utilized.</li> </ul>	<b>20</b>
<b>3. Management, personnel, and experience</b> <ul style="list-style-type: none"> <li>• Qualifications of each participant and overall “skill mix” for the firm.</li> <li>• Experience and performance on similar projects.</li> <li>• Information obtained by contacting references listed by the consultant.</li> </ul>	<b>25</b>
<b>4. Consultant’s consultation and coordination with County</b> <ul style="list-style-type: none"> <li>• Procedures to be used to insure close contact between consultant and the project coordinator. Include a discussion regarding consultation with other applicable responsible agencies (e.g., CDFW, RWQCB).</li> </ul>	<b>20</b>
<b>5. Cost Estimates</b> <ul style="list-style-type: none"> <li>• Are professionals/nonprofessionals used for the appropriate tasks in the proposal?</li> <li>• What quality of product will be delivered for the consultant’s fee as proposed?</li> <li>• Are the cost estimates reasonable for the work product proposed?</li> </ul>	<b>15</b>
<b>Total</b>	<b>100</b>

b. A committee comprised of representatives from the Planning Department will evaluate all proposals and select the Respondent who (1) best meets the needs as set forth in the RFP, (2) is best qualified, and (3) is best able to provide the requested services. Evaluation of the proposals shall be within the sole judgment and discretion of County. County reserves the right to reject any or all proposals. Award of a contract is contingent upon approval from the County Board of Supervisors.

## 2.12 Reservations

County reserves the right to do the following at any time:

- a. Reject any and all proposals without indicating any reasons for such rejection.
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process.
- c. Terminate the RFP and issue a new RFP anytime thereafter.
- d. Procure any services specified in the RFP by other means.
- e. Extend any or all deadlines specified in the RFP by issuance of an addendum at any time prior to the deadline for submittals.
- f. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County.
- g. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County.
- h. Reject any Respondent deemed by County to be non-responsive, unreliable, or unqualified.

## 2.13 Notification of Withdrawals of Proposals

Proposals may be modified or withdrawn prior to the deadline for submittals by Respondent or authorized representative or by formal written notice. All proposals not withdrawn prior to the deadline for submittals will become the property of County.

## 2.14 Interpretation

If Respondent observes a discrepancy or omission in the RFP specifications or requirements, Respondent shall immediately notify the Buyer via e-mail. Respondent is responsible for seeking clarification on anything in the RFP that is unclear. County shall not be held responsible for interpretations. Questions must be submitted no later than July 2, 2015, 5:00 p.m. PDT. The Buyer will disseminate written questions and answers in the form of an addendum. All addenda issued shall be incorporated into the contract awarded as a result of the RFP.

## 2.15 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

## 2.16 Pre-Award Conference

If requested by County, the successful Respondent shall meet with County prior to the award of a contract to review the specifications and finalize the initiation of the proposed contract.

## 2.17 Responsibility and Performance

- a. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
- b. Respondent shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the awarded contract are satisfactory.

2.18 Qualifications

Respondent shall provide the following information and/or documentation, in attachment form as part of the proposal and shall reference the RFP paragraph number.

- a. Experience: Respondent shall be an established firm conducting business of the nature specified in the RFP for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff that will be assigned to the contract. Refer to Official Proposal Form.
- b. References: Respondent shall provide a list of four (4) customer references for services performed within the last five (5) years. Refer to Exhibit B – Customer References.
- c. Other Information: Respondent may provide any other information deemed appropriate.

2.19 Addenda

- a. These documents may not be changed by any oral statement. Changes to these documents will be written addendum issued by the Buyer or his designee.
- b. Addenda will be posted on Purchasing's website. If/when necessary, a written addendum will be emailed, faxed or mailed to all known prospective Respondents.

2.20 Proprietary Information

Proposal will be subject to public inspection. To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal.

2.21 Cost Liability

All costs incurred in the submission of a proposal or in making necessary studies, designs, or computer benchmarks of estimates for preparation of a proposal are the sole responsibility of the Respondent.

2.22 Protest and Appeals Procedures

Refer to Exhibit F – Protest and Appeals Procedures.



## **SECTION 3 - STATEMENT OF WORK**

### **3.1 Project Background**

Policy 2.3.6 of the Santa Cruz County General Plan (1994) designates the two subject parcels as a possible location for development of 100 percent affordable housing. Application 08-0338 was submitted in July 2008 for the construction of 55 affordable housing units, and included a proposal to develop a small public water system. Based on community opposition to the affordable housing project, the application was withdrawn. Objections to the housing project were based largely on water use and sewage disposal.

The property was subsequently sold to Mount Hermon Christian Conference Center, which owns property adjacent to and east of Zayante Drive. The current application was made in August 2013. Unlike the previous residential development proposal, the current proposal does not rely on public water or sewage package treatment plant, in that water would be provided from existing sources at the Mount Hermon Center and a septic system has been designed to treat effluent from the project site.

The project proposes to amend the existing Mount Herman Association Christian Conference Center Master Plan that was approved by the County of Santa Cruz Board of Supervisors on May 1, 2001. An Addendum to the EIR was prepared on March 17, 2004. The existing Master Plan for the Christian youth camp/adult conference center proposed to construct several new or replacement facilities on the site. The Master Plan included the construction of new and replacement overnight accommodations to increase the number of beds from existing 702 to 886 beds, and also included the addition and replacement of other auxiliary facilities.

### **3.2 Project Description**

The project requires a Master Plan Amendment, Development Permit, General Plan Amendment, rezoning and Riparian Exception. This proposal would allow the site to be developed with recreation and educational facilities consisting of small and large bike pump tracks with hillside flow trails, an aerial adventure course, splash-park, a community garden, a retail building with concessions and welcome center and a classroom/day camp building. The site would be developed in three phases.

Pump tracks are manmade closed circuits with rollers in between and berms at each end. They are designed to be ridden without pedaling. The flow trails would be built trails for mountain bikes and contain linked berms and rollers. Riders would be lifted to the top of the slope via a conveyance system called a “magic carpet,” similar to a lift system used on beginner slopes at ski resorts.

The aerial adventure course, or ropes course, includes platforms built on poles and interconnected by a series of aerial obstacles. One of the platforms would be constructed to a height of 53 feet, measured on the downslope side.

The zero-depth splash park is an area for water play and cooling off that has no standing water. The showers and ground nozzles will be controlled by a hand-activated motion sensor, with the water to be recycled and treated to swimming pools standards.

The proposed recreation/retail building is proposed to be 6,673 square feet in area, while the educational building would be 7,425 square feet. Four additional accessory structures are proposed: a 320 square foot storage shed, a 500 square foot target sports building, a 272 square foot aerial adventure park building, and a 400 square foot splash park pump building. The four accessory structures would contain equipment related to the associated recreational components. The total proposed building area is approximately 15,590 square feet. All structures would be single-story construction.

A pedestrian bridge is proposed to be constructed at the eastern edge of the site to provide a safe pedestrian crossing at Zayante Rd.

The total area of proposed disturbance is 12.0 acres. Grading consists of 10,830 cubic yards of excavation and 17,068 cubic yards of fill. The majority of the proposed earthwork would be to create the bike trail for the magic carpet recreational area and the sports field adjacent to the proposed pedestrian bridge. Project grading would result in a net import of 3,817 cubic yards of material.

Approximately 600 lineal feet of shotcrete retaining wall is proposed for the area south of the bike trails and would create a 125'x 230' play field. The wall would range from one to nine feet in height and would be designed with stone texturing.

The Parking for the site consists of 131 parking stalls, 5 accessible stalls and 3 loading stalls, located along the southwestern frontage and along the western boundary of the site, adjacent to the Felton Faire shopping center. The parking lot surfacing is proposed to be permeable aggregate.

Impervious surfaces on the site have been minimized to the maximum extent practicable. On-site impervious areas are only for buildings and accessory structures. Impervious improvements in the County right-of-way include a concrete sidewalk along Conference Drive, and the asphalt paved entrance at Conference Drive.

Stormwater runoff from proposed improved areas would be directed toward the well-defined swale at the southwest corner of the site, maintaining existing drainage patterns. Most of the runoff would overland flow in grass lined swales. Concentrated runoff from impervious surfaces and swales would be directed to six percolation pits to retain water and promote infiltration. Infiltration of stormwater would also be achieved in the subgrade below pervious pavers and pervious concrete. Runoff discharged from driving surfaces and parking lots would be conveyed to biofiltration swales and catch basins with silt and grease traps to provide water quality treatment. An earth embankment with outlet control is proposed at the downslope edge of the well-defined swale. An outlet control structure for the detention area would serve to discharge at predevelopment rates for a variety of design storms. The additional runoff created from larger design storms would be detained in a proposed stormwater detention area to be constructed in the well-defined swale at the southwest corner of the site. An embankment would be constructed in this area with an outlet control structure. Habitat enhancement will occur at the basin.

Stormwater runoff from the bike flow trails would be captured in swales running along the trails. The swales terminate into riprap pads or flow into culverts with riprap pads at the outlets. The majority of runoff from the bike trails discharged to infiltration trenches that also serve as level spreaders. Runoff flowing from the pedestrian bridge would be directed toward a percolation pit serving to store and infiltrate runoff. The sports field in the southeast portion of the site (formerly proposed as a paintball course) would be contained by a one-foot high earthen berm, constructed along the downstream edge of the field.

The project includes an onsite wastewater treatment and discharge system, which consists of a 15,000 gallon primary tank, a 4,000 gallon recirculation tank and 1,500 gallon dosing tank. The tanks would be located underground just west of the main entry gate at Conference Drive. The system also includes eleven 100-foot long, 4-foot deep leaching trenches to be installed at the southeast portion of the site.

Twenty one trees are proposed for removal to accommodate the trails and structures. Proposed landscaping includes the planting of canopy trees at the frontage and adjacent to the main parking lot for visual buffering. The landscape plan also includes the planting of native riparian species at the ephemeral drainage/swale at the southwestern corner of the property.

The project arborist would flag or otherwise designate the trees to remain as well as those to be removed. Protective fencing would be placed around the trees to be retained prior to the start of construction.

A small vehicular bridge, approximately 60 feet in length and 32 feet wide, is proposed to be built across the ephemeral drainage at the southwest corner of the property. The bridge would connect the front entrance to the western parking lot. The bridge would not encroach into the ephemeral channel, but would encroach into the associated riparian corridor.

### 3.3 Project Description

The EIR shall meet all of the requirements set forth in the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.).

The following issues described should be addressed in the EIR. 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 identified.

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 effects; and measures addressing impacts related to the secondary effects associated with the proposed project. Mitigation measures should also address cumulative effects.

#### *a. Notice of Preparation of EIR*

County Planning Department (County) staff will prepare and circulate the Notice of Preparation (NOP) for this project. The NOP will be particularly important to obtain formal comments on the scope of the Environmental Impact Report (EIR) given past public concerns. Obtaining early feedback from key stakeholders will minimize the potential for project delays and unforeseen issues arising late in the process. All comment letters received during the NOP process shall be included in an appendix to the EIR. In addition, a matrix indicating where comments are incorporated and responded to in the Draft EIR (DEIR) shall be provided. This will assure reviewers that their comments have been responded to and streamline their review of the DEIR. The County will provide 15 hardcopies of the NOP to the State Clearinghouse along with 15 copies of the Summary form along with the completed Notice of Completion.

*b. Prepare Administrative Draft EIR and Update Technical Studies as Required*

A complete project description is the foundation of an adequate Administrative Draft EIR (ADEIR). The Consultant will use information obtained from Project plans, staff reports, and peer reviewed technical studies provided by the applicant or as a part of this scope of work.

The Administrative Draft EIR (ADEIR) will address direct and indirect significant effects for all key issues as well as standard CEQA sections such as growth inducement, climate change, and consistency with adopted plans and policies in addition to an analysis of the impacts associated with project alternatives and their comparison with project impacts. The ADEIR will also respond to issues raised during the public comment period for the Initial Study. Key issues to be addressed in the ADEIR are summarized below.

Executive Summary

As stated in Section 15123 of the CEQA Guidelines, the EIR will contain a brief summary of the proposed actions and its consequences. The language of the summary will be as clear and simple as reasonably practical.

The summary shall identify:

- Each significant effect with proposed mitigation measures and alternatives that would reduce or avoid that effect;
- Areas of controversy known to the Lead Agency including issues raised by agencies and the public; and
- Issues to be resolved including the choice among alternatives and whether or how to mitigate the significant effects.

A matrix will be used to keep the length to less than 15 pages.

Table of Contents

As stated in Section 15122 of the CEQA Guidelines, the EIR shall include a Table of Contents to assist readers in finding the analysis of different subjects and issues. The Table of Contents will also include a list of tables and figures, and a list of acronyms, abbreviations, and symbols.

Introduction

The Introduction to the EIR will describe the CEQA process specific to the Mt. Hermon Bike Park project and identify steps taken by the County to comply with relevant requirements.

The Introduction will describe the project background and purpose, outline the lead agency and other required approvals (describing any permit requirements), describe the intended uses of the EIR (e.g., compliance with CEQA), outline the EIR scoping process, and address areas of known controversy.

Project Description

As stated in Section 15124 of CEQA, the project description shall contain the following information but should not supply extensive detail beyond that needed for evaluation and review of the environmental impact.

- The precise location and boundaries of the proposed project shall be shown on a detailed map, preferably topographic. The location of the project shall also appear on a regional map.

- A statement of objectives sought by the proposed project. A clearly written statement of objectives will help the County develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers in preparing findings or a statement of overriding considerations, if necessary. The statement of objectives should include the underlying purpose of the project.
- A general description of the project's technical, economic, and environmental characteristics, considering the principal engineering proposals if any and supporting public service facilities.
- The project description will also include a thorough discussion of project phasing.
- A statement briefly describing the intended uses of the EIR. This statement shall include, to the extent that the information is known to the County,
  - 1) A list of the agencies that are expected to use the EIR in their decision-making, and
  - 2) A list of permits and other approvals required to implement the project.
  - 3) A list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies.

All decisions subject to CEQA should be listed, preferably in the order in which they will occur.

#### Environmental Setting, Impacts & Mitigation Measures

##### *Aesthetics:*

General Plan Policy 5.10.2 states, “Recognize that visual resources of Santa Cruz County possess diverse characteristics and that the resources worthy of protection may include, but are not limited to, ocean views, agricultural fields, wooded forests, open meadows, and mountain hillside views. Require projects to be evaluated against the context of their unique environment and regulate structure, height, setbacks and design to protect these resources consistent with the objectives and policies of this section.” Both Highway 9 and Graham Hill Road are designated as scenic roads under General Plan Policy 5.10.10. In addition, The Felton Town Plan identifies Scenic View Corridor #4 that includes the area bordered by County Bank to the west, Graham Hill Road to the South and Mount Hermon Road to the north.

All proposed structures and other development within the Scenic View Corridor #4 shall use design and construction techniques which maintain a low profile and do not interfere with, block or otherwise distract from the view shed.

Acceptable design or construction techniques include:

- Building forms which conform to existing topography or are integrated with existing land topography in such a manner that views of the hills northeast of APN 071-331-05 are not obstructed.
- Partial below grade construction, or
- Building forms screened by berms and/or landscaping.

An illustrated to scale line of sight from Graham Hill Road to Mount Hermon Road shall demonstrate that said line of sight is free from all obstructions and that the view shed is maintained. The landscape plan shall also be evaluated to assess materials and features and their mature heights and widths and their impact on the view shed.

*Visual Impact Analysis and Report*

- US Department of the Interior, Bureau of Land Management (BLM) modified Visual Management System.

The visual analysis and report shall be prepared by a qualified professional using similar concepts and approaches as in the above mentioned method to determine the significance of impacts to visual resources.

At least three (3) key observation points shall be used that are approved by the County for preparation of visual simulations.

*Biological Resources:*

The Consultant will summarize the results of the following reports into the Biological Resources section of the EIR and attach as appendices following a peer review:

- Mt. Hermon Conference Center-Felton Faire Property: Results of Biological Review, prepared by Biotic Resources Group, dated June 6, 2013.
- Conference Drive Project: Review of Riparian and Needlegrass Grassland Mitigation and Restoration, prepared by Biotic Resources Group, dated December 5, 2013.
- Arborist Report, prepared by Maureen Hamb, dated August 1, 2013.
- Riparian Restoration Monitoring and Maintenance Plan, prepared by Biotic Resources Group, dated July 23, 2014.
- Specific tasks to be completed include:
  - Applicable federal, state, and local regulations pertaining to species protection will be summarized in the EIR.
  - The EIR will evaluate the potential effects on special-status species.
  - The EIR will evaluate project consistency with the County Sensitive Habitat Ordinance and Riparian Corridor and Wetlands Protection Ordinance.
  - Potential impacts on sensitive habitat and special-status species will be evaluated. Biological issues of concern to be discussed include: potential impacts to an ephemeral drainage supporting a small area of riparian scrub; needlegrass grassland; oak woodland; waters of the state; waters of the U.S.; and special-status plant species.
  - The EIR will identify mitigation measures required to reduce impacts to biological resources to a less than significant level for onsite and offsite (i.e., extension of utility lines and bridge construction, etc.) improvements.

The project site will also need to be surveyed for the hoary bat (*Lasiurus cinereus*). Although this species is not expected to occur, there is a low potential for it to occur in the project area.

Cultural Resources:

Consistent with Section 21083.2 of CEQA, the Consultant will prepare the EIR section addressing cultural resources and archaeology based on the records search and field survey results documented in the Cultural Resources Evaluation of the Proposed Mt. Hermon Recreational Facility report, dated March 18, 2013. The cultural resources evaluation shall be attached as an appendix to the EIR (excluding any confidential documents). The section will include the existing setting information and will analyze the potential project impacts to any resources found onsite, including any potential sites important to Native American history and early European settlements. Potential impacts to cultural resources due to the extension of offsite infrastructure (e.g., bridges, water lines, etc.) will also be evaluated. Appropriate mitigation measures will be developed for any cultural resource sites found to occur within the project area.

The Cultural Resources section will also address the requirements of Assembly Bill 52 regarding Tribal Cultural Resources. AB 52 requires consultation with California Native American tribes before the release of any environmental document (e.g., mitigated negative declaration or environmental impact report). As lead agency, the County of Santa Cruz will consult with a tribe within the geographical area of the project if the tribe (1) requested the lead agency to inform it of proposed projects within its area, and (2) the tribe responds within 30 days of receiving notification and requests consultation.

The County will also be required to comply with the requirements of Senate Bill 18 due to the request for a General Plan Amendment.

Geology and Soils:

A Geotechnical Study prepared by Bauldry Engineering dated July 12, 2013, analyzing potential impacts of the project related to geology and soils will be summarized into the EIR Geology and Soils section and attached to the EIR as an appendix. The following discussions will be included in the Geology and Soils section of the EIR:

- Describe soil conditions of the project site based on the data available (e.g., U.S. Department of Agriculture Soil Conservation Service Soil Survey for Santa Cruz County). This will include a summary of soil suitability and constraints for development.
- Identify geologic setting of the project area, including information regarding seismic hazards, liquefaction, landslides and slope instability, expansive soils, and erosion in the project area.
- Evaluate the preliminary grading plan with respect to areas of grading, cut and fill amounts, slopes, road grades, retaining walls, and access grading.
- Evaluate the utility infrastructure plan to identify any offsite impacts associated with construction of bridges and the extension of utility lines to the project site
- Identify mitigation measures for any significant impacts identified based on review of County development standards. This section will include specific Best Management Practices performance standards to address potential erosion impacts both during and after construction.

*Greenhouse Gas Emissions:*

The Air Quality Section of the EIR shall also include an analysis of greenhouse gas (GHG) emissions and climate change. A significance threshold has not yet been adopted by the Monterey Bay Unified Air Pollution Control District (MBUAPCD). Therefore, an approach that can be employed in lieu of an adopted significance threshold for GHG emissions or methods for analyzing air quality impacts related to GHG emissions, the effects of the proposed project may be evaluated based not on the quantity of emissions, but rather on whether practicable available control measures are implemented similar to construction-related dust emissions within the North Central Coast Air Basin. However, the California Emissions Estimator Model v. 2013.2.2 (CalEEMod) will be run for this project to disclose the estimated emissions generated by the project both during construction and during project operations. Theoretically, if a project implements reduction strategies identified in AB-32, the Governor's Executive S-3-05, or other strategies to help toward reducing GHGs to the level proposed by the governor, it could reasonably follow that the project would not result in a significant contribution to the cumulative impact of global climate change.

*Hazards and Hazardous Materials:*

The consultant shall prepare a Phase I Environmental Site Assessment (ESA) for summary into the EIR. The Phase I ESA will be attached as an appendix. The following analysis shall be included in the Phase I ESA for summary into the EIR:

- Identify current and past uses/conditions, at a minimum, in accordance with American Society for Testing and Materials (ASTM) standard historical sources.
- The Phase I ESA shall include a review of standard environmental record sources from the County, state and federal agencies within ASTM approximate minimum search distances.
- Conduct an on-site reconnaissance for a standard Phase I ESA.
- Conduct a visual Inspection for the purpose of identifying suspect Asbestos Containing Materials (ACMs).
- Conduct personal interviews with appropriate government and private sector sources of information.
- ASTM Recommended Report Format shall be used for Phase I ESA.
- Upon completion of a Phase I ESA and if conditions warrant additional investigation, a written Phase II ESA proposal describing means for identifying and characterizing environmental contamination revealed during the Phase I ESA will be prepared upon request. A scope of work and budget to prepare a Phase II ESA for inclusion as an appendix shall be included with this scope of work as an Optional Task to be approved by the County if deemed necessary.

*Hydrology and Water Quality:*

The Hydrology and Water Quality Section of the EIR will be based on the preliminary drainage report prepared by RI Engineering, dated August 22, 2013 and revised on December 6, 2013, and the Downstream Drainage Assessment report prepared by RI Engineering, dated November 26, 2013. The preliminary and downstream drainage reports will be attached to the EIR as an appendix. Significant impacts could relate to increased rate and volume of runoff from impervious surfaces, erosion and sedimentation, and transport of urban contaminants. Completion of this section will include the following:



- Describe surface drainage patterns of the project area and adjoining areas.
- Summarize the drainage network of the project area, including information on channel conditions, culvert locations and sizing, and capacity of existing drainage facilities to pass flows. This will include identification of flood hazards in the project area.
- Identify applicable County and state policies, programs, and standards associated with storm water detention and water resources. Analyze pre- and post-development runoff and detention basin size(s) and location(s).
- It is anticipated that increases in storm water drainage resulting from construction of the proposed project would be mitigated through detention and/or retention of storm water flows onsite. The section will also discuss other Best Management Practices for mitigation of any significant impacts associated with water quality.

Land Use and Planning:

This section of the EIR will evaluate potential impacts related to land use in the project area that could result from implementation of the Mt. Hermon Youth Recreation Center project. It is anticipated that the proposed project would amend the General Plan land use designation and Zone District as shown in the following table.

The Land Use analysis will describe existing land uses in the area; discuss the development proposal; and will discuss the proposed development as related to consistency with the General Plan, Mount Hermon Master Plan and Zoning District.

Proposed General Plan and Zone Changes				
Assessor Parcel Number	Existing		Proposed	
	Zoning District	General Plan Land Use Designation	Zoning District	General Plan Land Use Designation
071-331-05	Special Use – (SU)	Urban Very Low Residential (R-UVL)	Parks, Recreation and Open Space (PR)	Parks, Recreation and Open Space (O-R)
071-331-06	Special Use – (SU)	Urban Very Low Residential (R-UVL)	Parks, Recreation and Open Space (PR)	Parks, Recreation and Open Space (O-R)

Source: County of Santa Cruz, 2015.

Noise:

The Noise Section of the EIR will discuss project-related noise impacts based on the Acoustical Analysis to be provided by the applicant and peer reviewed by the County. The Acoustical Analysis will be attached to the EIR as an appendix. The analysis will discuss temporary construction-related impacts as well as impacts during project operations. The Noise Section of the EIR will contain a characterization of current average sound levels at the project site, as well as a review and description of the noise exposure standards related to existing surrounding land uses, including single-family residential development in relation to the standards defined by the County General Plan and applicable state standards for noise exposure. Additional information within this section will include a definition of acoustical terminology. The EIR will identify mitigation measures determined to be appropriate and those determined to be feasible for implementation for each individual proposed land use, as applicable.

Transportation/Circulation:

The Transportation/Circulation section of the EIR will identify existing traffic counts, and other traffic issues in the project vicinity (e.g., public transit, pedestrian access, and bicycle routes) based on the Traffic Impact Analysis prepared by Hatch Mott MacDonald. Project alternatives will also be qualitatively evaluated. The Traffic Impact Analysis will be included as an appendix to the EIR. Following a peer review of the Traffic Impact Analysis, this EIR section will be drafted to identify existing traffic conditions, background traffic conditions, traffic calculated to be generated by the proposed project, and analysis of estimated impacts to area circulation and transportation resulting from the proposed project. Project contributions to cumulative traffic impacts in the area resulting from the project and other approved/pending projects will also be analyzed in this section. The EIR will identify mitigation measures determined to be appropriate and those determined to be feasible for implementation, and as appropriate will identify impacts that would remain significant and unavoidable. The section will also discuss the payment of Transportation and Roadside Improvement fees as partial mitigation for cumulative impacts to the intersection of Highway 9 and Graham Hill Road.

Utilities and Service Systems:

The proposed project would result in an increase in demand for public services and utilities serving the project area. Water service would be provided by the Mt. Hermon Association and wastewater would be disposed of onsite via a septic system.

The following tasks will be performed for the Public Services and Utilities Section of the EIR:

- Evaluate potential water supply impacts associated with groundwater overdraft;
- Evaluate potential impacts associated with increased storm water runoff and potential effects to downstream waters;
- Describe County policies, programs, and standards associated with the provision of public services and utilities;
- Based on the above review, identify significant public service impacts as a result of implementation of the proposed project; and
- Identify mitigation measures for any significant impacts identified.

Other CEQA Considerations

Effects Not Found to be Significant:

This section will discuss impacts to resources not found to be significant. Agricultural and Forestry Resources, Mineral Resources, Population and Housing, and Recreation are the issues to be discussed in this section.

Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented:

Impacts that are both significant and unavoidable will be identified. These will be determined based on the analysis in the EIR and thresholds of significance established in the EIR or by regulatory agencies. Should there be significant unavoidable adverse impacts, these will need to be addressed in a Statement of Overriding Considerations.

*Significant Irreversible Environmental Changes Which Would be Caused by the Proposed Project Should it be Implemented:*

This section will summarize the major changes to the environment that would result from development and occupation of the proposed project. It will focus on the physical environmental changes in the project setting such as those caused by grading and paving, the level of commitments to use of non-renewable resources represented by the project, and potential for secondary impacts that may place additional burdens on non-renewable resources.

*Growth Inducing Effects:*

As a required discussion according to CEQA Section 15126.2(d), the County will provide a Growth Inducing Effects discussion in the EIR. The County will determine the anticipated growth conditions in the project area and parameters for consideration of any secondary impacts from growth. The County will evaluate the potential for the proposed project to generate additional growth in the area using standard growth analysis criteria, such as the project's potential to foster economic or population growth or its potential to remove obstacles to population growth through extension of infrastructure.

*Cumulative Impacts:*

Consistent with Section 15130 of the CEQA Guidelines, the County will discuss cumulative impacts of the project when the project's incremental effect is cumulatively considerable. The analysis shall be conducted using either a "list of past, present and probable future projects producing related or cumulative impacts" or "a summary of projections contained in an adopted general plan or related planning document, or in a prior environmental document that has been adopted or certified which described or evaluated regional or area wide conditions contributing to the cumulative impact."

If using the "list" approach, the consultant shall identify region of influence for each issue area being analyzed. Assumptions will be coordinated with the cumulative traffic analysis and with the assumptions of other projects in the vicinity to ensure consistency. This analysis will address each topic covered in the EIR environmental analysis and will identify appropriate mitigation measures that may reduce any potentially significant cumulative impacts to a less than significant level.

*Alternatives to the Proposed Project:*

The Consultant in cooperation with County staff will develop alternatives to the proposed project. Each alternative will be contrasted with the proposed project in terms of the extent to which project objectives and reduction in adverse impacts are achieved. The Consultant will prepare qualitative analyses of impacts from each alternative with respect to each environmental analysis topic covered in the EIR, providing quantitative and comparative analysis where data is available (in accordance with CEQA Guidelines Section 15126.6(d)). The Consultant will evaluate up to two project alternatives in addition to the "No Project" alternative as required by CEQA. The environmentally superior alternative will be identified.

*Environmentally Superior Alternative:*

The County will identify an environmentally superior alternative from those alternatives to the proposed project. If the environmentally superior alternative is the "no project" alternative, the EIR will also identify an environmentally superior alternative among the other alternatives in accordance with CEQA Guidelines Section 15126.6(e)(2)).

### References and List of Preparers

This section will provide a list of references for citations found in the body of the EIR. In addition, this section will also identify all federal, state, or local agencies, other organizations and private individuals consulted in preparing the Draft EIR, and the persons, firm, or agency preparing the draft EIR, by contract or other authorizations (CEQA Section 15129).

c. *Screencheck Draft EIR*

Following internal review of the ADEIR, County staff will revise the document based on comments received and provide cutsheets for internal review. This work program will consist of responding to internal comments on the ADEIR requiring a mixture of substantive corrections and editing, but no new technical studies or site-specific data collection will be needed. Revisions to the Technical Appendices are not anticipated.

d. *Public Review Draft EIR*

The County will prepare the Draft EIR for public review and comment. Any input received during internal review of the cutsheets constituting the screencheck Draft EIR will be incorporated. Revisions based on the screencheck review are expected to be limited to editorial and formatting changes, if any. The County will be responsible for distribution of the Draft EIR to the State Clearinghouse and to other public agencies and interested parties.

e. *Final EIR*

County staff will prepare responses to all comments received from agencies and members of the public on the Draft EIR. This work program assumes that comments will not result in any substantive revisions to technical studies completed under this scope of work or lead to the need for new studies.

The County will prepare an Administrative Final EIR (AFEIR). The introduction to the AFEIR will explain how the County has complied with all CEQA Statutes and Guidelines throughout all portions of the CEQA process. It will also provide an index of all changes made to the Draft EIR in response to comments received. The comments and responses will comprise the second section of the AFEIR, where each comment letter will be reproduced and specific responses to each comment will be provided. The third section of the AFEIR will present those pages of the Draft EIR on which changes were made in response to the comments.

After internal review of the AFEIR, the County will revise the document and provide the Screencheck Final EIR for internal review. Any additional comments from will be incorporated into the FEIR. Cutsheets will be provided for review of the changes made.

Following internal review and approval of the cutsheets, the County staff will produce a Final EIR for consideration by the County decision makers. The Final EIR will include reprinting of only those pages from the Draft EIR on which changes were made, with the changes tracked with underlining and strikethrough, as appropriate.

f. *Mitigation Monitoring and Reporting Program*

County staff will prepare a draft Mitigation Monitoring and Reporting Program (MMRP) for concurrent review with the First AFEIR. The MMRP will be prepared pursuant to Public Resources Code Section 21081.6. For each mitigation measure contained in the EIR, the MMRP will identify: the party(ies) responsible for implementation (individuals, departments); timeframe and mechanism for monitoring; funding source(s); and monitoring and performance criteria (to measure success of mitigation). The MMRP shall be bound separately and shall be made to be an independently used document for field verification of adequate implementation of mitigation measures and any remedial action necessary to achieve adequate mitigation.

To the extent feasible, the County will tie mitigation measures directly to required authorizations (e.g., grading and building permits, PUD, etc.). Revisions will be made to the MMRP as directed by the County staff following internal review of the AFEIR.

g. *Statement of Overriding Considerations and Findings*

The Consultant will provide administrative assistance to facilitate the CEQA process including the preparation of the Statement of Overriding Considerations and Findings for County use in the project review process. The Consultant will prepare the Findings in accordance with the provisions of CEQA Guidelines Sections 15091 and 15093 and in a form specified by the County. The Team will submit the Draft Findings for County review and will respond to one set of County Staff comments.

h. *Meetings and Hearings*

Six meetings/hearings (one kick-off meeting, three in-progress meetings, one planning commission hearing, one Board of Supervisor hearing) will be required. The Consultant will provide a PowerPoint presentation for both the Planning Commission Hearing and Board of Supervisors Hearing. The Consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity during these meetings/hearings. The Consultant will prepare detailed notes of all comments received on the EIR at these hearings. These would be cross checked against the recording of the hearing to ensure accuracy.

i. *Online Format*

In addition to the required number of hard copies of the document, The Consultant will provide an electronic, internet-ready version of the Draft and Final EIR for posting. The specifications for fulfilling this requirement are as follows.

- Text will be provided in PDF format using Adobe Acrobat X or higher. Any chapters or sections will be separated into individual PDF files.
- A Table of Contents will be provided in PDF format, which includes relative links (not absolute links) to each section and figures in the document.
- The electronic, internet-ready versions of the DEIR and FEIR will be provided on a CD ROM in “ready to post” format.

j. *Reproduction and 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”x17”. 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 350 pages. As much of the technical information as possible shall be placed in the appendices.

Duplication of information in multiple locations of the EIR shall be avoided as much as possible. All hard copy administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper.

The following hardcopies and CD ROMs will be required:

Deliverables	County of Santa Cruz	
	Hardcopies <sup>1</sup>	CD ROM <sup>2</sup>
Administrative Draft EIR <sup>3</sup>	3	1
Screencheck Draft EIR	3	0
Public Review Draft EIR <sup>3</sup>	20	20
DEIR Executive Summary	20	0
Administrative Final EIR <sup>3</sup>	3	1
Screencheck Final EIR	3	0
Final EIR	15	20

<sup>1</sup> These hardcopies include technical appendices (see Note 3).  
<sup>2</sup> All CD ROMs include all technical appendices (see Note 3).  
<sup>3</sup> Technical Appendices include: Geotechnical Investigation, Drainage Report, Site Assessment for Onsite Wastewater System, Traffic Impact Analysis, Biological Report, Cultural Report, Arborist Report, Riparian Restoration Plan, and Visual Impact Assessment.

3.4 Project Cost Proposal and Schedule

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, completion of the Draft EIR, responses to comments, attendance at public hearings. The proposal shall include a table that specifies the following for each task: assigned personnel, number of hours to be spent, rate/hour, and total cost. The time for consulting staff to attend public hearings when the EIR is considered should be included as part of the hours estimate.

The consultant will also provide a detailed project schedule using Microsoft project outlining specific tasks, meetings, hearings and project milestones.

3.5 Attachments

All documents cited in this RFP are available upon request. Please utilize the following County of Santa Cruz Planning Department website:

<http://www.sccoplanning.com/Portals/2/County/Planning/env/Mt%20Hermon%20Rec%20IS08202014-1029.PDF>

The following attachments are included in the RFP:

- a. CEQA Initial Study (In pdf format):
- b. Reports (In pdf format):
  - 1. *Vicinity Map, Map of Zoning Districts; Map of General Plan Designations; and Assessor's Parcel Map.*
  - 2. *Project Plans*, prepared by Verde Design, dated 12/19/13
  - 3. *Geotechnical Investigation (Conclusions and Recommendations)*, prepared by Bauldry Engineering, dated August 1, 2013
  - 4. *Geotechnical Review Letter*, prepared by Carolyn Burke, Associate Civil Engineer, County of Santa Cruz, dated July 12, 2013

5. *Letter Report from Rogers E. Johnson & Associates, Consulting Engineering Geologist*, dated September 28, 2007
6. *Drainage Calculations (Summary and Conclusions)*, prepared by RI Engineering, Inc. dated August 22, 2013
7. *Landscape Plan*, prepared by Herman, Verde Design, dated 12/19/13
8. *Letter from Mount Hermon Association*, dated June 28, 2013
9. *Site Assessment for Onsite Wastewater System*, prepared by Fall Creek Engineering, Inc., dated February 2008
10. *Traffic Impact Analysis (Conclusions and Recommendations)*, prepared by Hatch Mott MacDonald, dated December 9, 2013
11. *Biological Review Report and Review of Riparian and Needlegrass Grassland Report*, prepared by Biotic Resources Group, dated June 6, 2013 and December 5, 2013
12. *Biological Report Review Letter*, prepared by EcoSystems West, dated November 13, 2013
13. *Cultural Resource Evaluation*, prepared by Archaeological Resource Management, dated March 18, 2013
14. *Arborist Report*, prepared by Maureen Hamb, dated August 1, 2013, *Supplemental Letter*, dated November 22, 2013
15. *Arborist Report Review*, prepared by Matthew Johnston, dated November 5, 2013
16. *Riparian Restoration Monitoring and Maintenance Plan*, prepared by Biotic Resources Group, dated July 23, 2014
17. *Felton Meadow Project Phasing Plan, May 13, 2015.*
18. *Mount Hermon Association Christian Conference Center Master Plan*
19. *Mount Hermon Association Christian Conference Center Master Plan Draft and Final EIR, and Addendum, 2004.*

## **SECTION 4 - STANDARD TERMS AND CONDITIONS**

The following provisions are expected to form the basis for the contract between County and successful Contractor.

### 4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

### 4.2 Term of Contract

The term of this contract shall be date of Board of Supervisors' approval through completion of the Environmental Impact Report.

### 4.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid except upon written order from the County of Santa Cruz General Services Department - Purchasing Division (Purchasing), in advance of any additional work being performed.

### 4.4 Licenses, Permits and Certifications

- a. Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by the State of California and County. Contractor shall incorporate all applicable licenses, permits and certifications into the RFP and provide to County.
- b. Contractor shall also maintain all other business and professional licenses required by Federal, State and local codes.

### 4.5 Compliance with Laws

Contractor shall, during the term of Contract, comply with all applicable Federal, State and local rules, regulations and laws.

### 4.6 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

### 4.7 Assignment

Consultant shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

### 4.8 Inclusion of Documents

The RFP, all addenda and the proposal submitted in response to the RFP shall become a part of any contract awarded as a result of the RFP.



4.9 Price Guarantee and Change Orders

County's cost will remain the same during Contract term. County will not recognize change orders unless approved by the authorized representative of Purchasing in advance of the commencement of additional work.

4.10 Invoicing

Contractor shall itemize all applicable service and labor charges on its invoices, which shall be transmitted by Contractor to the contracting department. Each invoice must clearly identify the following information:

- a. County contract or purchase order number
- b. Service location
- c. Time and date of service
- d. Signature of department contact or designee

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.16 Indemnity and Insurance Requirements

- a. Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit E – Insurance Requirements and Certificates.
- b. County reserves the right to withhold payments to Contractor or cancel Contract in the event of non-compliance with the insurance requirements outlined in paragraph 4.17(a).

4.17 Default

- a. In addition to its remedies under paragraph 4.6, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
  1. Make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
  2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 4.17(a), County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
  1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
  2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
  3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.
- b. Principal Test:  
Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.
- c. Secondary Factors:  
(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.20 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.21 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.22 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.23 Travel Reimbursement

All travel, hotel accommodations and meal expenses for services required under Contract, shall be charged at current per diem rates as follows:

- a. Mileage rates are limited to the maximum allowable IRS rate for California;
- b. Lodging rates are limited to the Federal maximum per diem rates plus the applicable transient occupancy taxes;
- c. Meal reimbursement rates are limited to Federal per diem rates. Any exceptions must be pre-approved by the County Auditor-Controller.

4.24 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in Sections 4.27(a) through 4.26(d) inclusive, in all subcontractor contracts providing services under Contract.

**SECTION 5 - OFFICIAL PROPOSAL FORM**

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz Request for Proposal #14P1-008. Please provide:

1. Letter of Transmittal including information regarding your company and a statement of qualifications to provide the services required as well as resumes of the project team that will be assigned to this project.
2. Cost Proposal

<b>Deliverables</b>	<b>Assigned Personnel</b>	<b>Hours</b>		<b>Rate/Hour</b>		<b>Total</b>
Notice of Preparation			\$		\$	
Administrative Draft EIR						
Screencheck Draft EIR						
Public Review Draft EIR						
DEIR Executive Summary						
Administrative Final EIR						
Screencheck Final EIR						
Final EIR						
<b>Totals</b>			\$		\$	

3. Respondent has complied with all requirements, terms and conditions of the RFP.

Yes \_\_\_\_\_ No \_\_\_\_\_

If “No”, Respondent shall submit on company letterhead in attachment form a detailed explanation referencing all exceptions. Each exception must reference the RFP section number, paragraph, etc.

I declare under penalty of perjury that I have not been a party with any other Respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in \_\_\_\_\_ on \_\_\_\_\_  
City, State Date

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**SECTION 6 - EXHIBITS**

**Exhibit A**  
**RESPONDENT FACT SHEET**

Name of Contractor: \_\_\_\_\_

Contractor Tax ID#: \_\_\_\_\_

Contractor operates and business is classified as:

\_\_\_ Sole Proprietor    \_\_\_ Partnership    \_\_\_ Corporation

\_\_\_ Government    \_\_\_ Fiduciary    \_\_\_ Other

Is Contractor:

- 1. Authorized to do business in California?                      Yes\_\_\_ No\_\_\_
- 2. A California-registered small business?                      Yes\_\_\_ No\_\_\_
- 3. A disabled-owned business?                                      Yes\_\_\_ No\_\_\_
- 4. A women-owned business?                                        Yes\_\_\_ No\_\_\_
- 5. A minority-owned business?                                        Yes\_\_\_ No\_\_\_
- 6. Certified as a minority business by any public agency?      Yes\_\_\_ No\_\_\_

If yes, name of agency: \_\_\_\_\_

Name of certifying officer: \_\_\_\_\_ Phone #: \_\_\_\_\_

- 7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24.  
If yes, indicate composition of ownership below.

\_\_\_% Disabled                      \_\_\_% Women                      \_\_\_% Black  
\_\_\_% Hispanic                      \_\_\_% Asian American                      \_\_\_% Native American

Contractor has been in continuous operation under the present business name for \_\_\_ years.

Contractor's annual sales volume is \$\_\_\_\_\_

**Minority/Women/Disabled-Owned Business Enterprises Definitions**  
(Refer to Exhibit A)

Standard definitions for Minority/Women/Disabled-Owned Business Enterprises for the purposes of Santa Cruz County contract compliance procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
  - a. At least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - b. The management and daily business operations are controlled by one or more such individuals.
2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - a. At least 51 percent of the small business concern is owned by one or more women; and
  - b. The management and daily business operations are controlled by one or more women who own it.
3. A **Disabled-Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
  - a. At least 51 percent of the small business concern is owned by one or more disabled persons; and
  - b. The management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under Federal and/or State oversight may have additional definitions and requirements.



**Exhibit B**  
**CUSTOMER REFERENCES**

Provide four (4) customer references, two (2) of which should be customers within the County, for whom you have furnished similar services in size and nature. County or other public agencies are preferred.

1. Agency/Company Name: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

2. Agency/Company Name: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

3. Agency/Company Name: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

4. Agency/Company Name: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

**Exhibit C**  
**DESIGNATION OF SUBCONTRACTORS**

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed: \_\_\_\_\_

2. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed: \_\_\_\_\_

3. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed: \_\_\_\_\_

4. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed: \_\_\_\_\_

**Exhibit D**  
COUNTY OF SANTA CRUZ  
NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, \_\_\_\_\_, am the  
(Print Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

the party making the foregoing Proposal, affirming that this Proposal is not made in the interest of, or on behalf of, any undisclosed person, business or other entity; that this Proposal is genuine and neither collusive nor bogus; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a bogus Proposal; and has not directly or indirectly colluded or arranged with any other Respondent or anyone else to submit a bogus Proposal, or that any other Respondent or anyone else shall refrain from submitting a Proposal; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with any other Respondent or anyone else to fix the Proposal price of the Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; that all statements contained in this Proposal are true; and that the Respondent has not, directly or indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, business, bid depository or other entity, or to any member or agent thereof to effectuate a collusive or bogus Proposal or Proposal price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **Exhibit E**

### **INSURANCE REQUIREMENTS & CERTIFICATES**

#### Indemnity

In conjunction with work performed at and/or for County, Contractor shall exonerate, indemnify, defend, and hold harmless County, which shall include, without limitation, its officers, agents, employees and volunteers, from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's performance under the terms of Contract, excepting any liability arising out of the sole negligence of County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons. In addition, Contractor shall hold County, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with Contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

#### Insurance

Contractor, at its sole cost and expense, for the full term of Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of Contractor's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
  - a. Workers' Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
  - b. Contractor's vehicles used in the performance of Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
  - c. Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
    - i. Contractual liability coverage adequate to meet Contractor's indemnification obligations under this Request for Proposal (RFP);
    - ii. Full Personal Injury coverage;
    - iii. Broad form Property Damage coverage, and
    - iv. A cross-liability clause in favor of County.

## 2. Other Insurance Provisions

- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
- b. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of Contract.
- c. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:  
"The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."
- d. All the insurance required herein shall contain the following clause:  
"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the County shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the County as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor-Controller, 701 Ocean Street, Room 100, Santa Cruz, CA 95060".
- e. Prospective Contractor agrees to provide County at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
- f. All required insurance policies shall be endorsed to contain the following clause:  
"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Santa Cruz County General Services Department, Attention: Purchasing, 701 Ocean Street, Room 330, Santa Cruz, CA 95060".
- g. Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide County, on or before the effective date of Contract, Certificates of Insurance for all required coverages.
- h. All Respondents will be required to furnish, at time of submittal of RFP, proof of the insurances stated herein, which will be incorporated in the final contract with the contractor selected.
- i. If you do not currently carry the type/limit of insurance stated herein, please submit your RFP with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your RFP would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review.

**Exhibit F**  
**PROTESTS AND APPEALS PROCEDURES**

**1. Protests and Appeals of Procurement Awards**

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, may protest to the General Services Department Director (GSD Director). The protest shall be submitted in writing to the GSD Director (Purchasing Agent) within five (5) business days after notification of the recommendation of award.

**2. Protests to the GSD Director**

- a. The GSD Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
  1. State the reason for the action taken;
  2. Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors (Clerk of the Board) within seven (7) business days after receipt of the decision by the General Services Director. If the award is not subject to approval by the Board of Supervisors (Board), the GSD Director shall make the final decision on the merits of the protest.
- b. The GSD Director shall discuss with County Counsel all protests prior to issuing a written decision.

**3. Appeals to the Board of Supervisors**

If so requested, as set forth in Section 2(b) above, and if the award is subject to approval by the Board, the decision of the GSD Director may be appealed to the Board. If the award is not subject to approval by the Board, the GSD Director shall make the final decision on the merits of the protest per Section 2.

**4. Appeal Time Limits**

Appeals of decisions shall be initiated within ten (10) days of the decision. The County shall be considered an interested party. If the appeal period ends on a day when County offices are not open to the public for business, the time limits shall be extended to the next full business day.

**5. Initiation of Appeals**

- a. An appeal shall be filed with the Clerk of the Board on a form provided and shall state, as appropriate, any of the following:
  1. A determination or interpretation is not in accord with the purpose of these procedures or
  2. County Code;
  3. There was an error or abuse of discretion;
  4. The record includes inaccurate information; or
  5. A decision is not supported by the record.
- b. In the event of a timely appeal before the Board under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the GSD Director, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

**6. Appeal Procedure**

- a. Appeal Hearing Date. An appeal shall be scheduled for a hearing before the Board within thirty (30) days of the County’s receipt of an appeal unless the protestor and County consent to a later date.
- b. Notice and Public Hearing. An appeal hearing shall be a public hearing. Notice of the public hearing shall be mailed or delivered to the protestor within ten (10) days of the scheduled hearing date.
- c. Hearing. At the hearing, the Board shall review the record of the decision and hear oral explanations from the protestor and any other interested party.
- d. Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board shall mail notice of a County Board decision. Such notice shall be mailed to the protestor within five (5) business days after the date of the decision and to any other party requesting such notice.
- e. A decision by the Board regarding an appeal shall become final on the date the decision is announced to the public.

I acknowledge and will abide by the Protest and Appeals Procedures provided herein.

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Signature

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Print Name