

APPENDIX A

ADMINISTRATIVE PROCEDURES FOR SELECTING AND UTILIZING CONSULTANTS TO PREPARE EIRS FOR THE COUNTY

I. Introduction

The California Environmental Quality Act (CEQA) provides alternative means of preparing Environmental Impact Reports. As provided in Section V B of these guidelines, the reports may be prepared by staff or consultants at County or applicant's expense. CEQA and CEQA Guidelines' requirements shall be followed and govern these procedures. This Appendix has been prepared to provide consultants and project sponsors with a guide to procedures used by the Department of Environmental Management in selecting consultants, entering contracts with both consultants and project sponsors and preparing Environmental Impact Reports.

II. Consultant Selection

A. Qualified Consultants

The Department of Environmental Management shall maintain a list of qualified and interested consultants who prepare EIRs. Applicants will be required to identify consultants on said list with whom they have had previous experience and the nature of that experience.

B. Requests for Proposals.

1. Distribution of Requests for Proposals. Staff shall send a copy of the Initial Study together with these instructions and staff's evaluation criteria to at least three (3) consultants, if available, on said list who are both interested in writing an EIR for the project and qualified to analyze the project. Staff may develop an initial screening process for selecting those to whom the proposal is sent.
2. Content of Request for Proposal. The request for proposal shall include a list of the relevant documents which may be obtained from staff and shall identify the EIRs on file with County which pertain to the area of the project, and the deadline for submitting the proposal.
3. Pre-proposal Conference. The proposal may also indicate a day and time in which all consultants may meet with staff and applicant for a pre-proposal conference.
 - (a) The purpose of the conference is to ensure that all those making proposals have the same understanding of the scope of the project and staff expectation in regard to the scope of the EIR and required discussion of alternatives to the entire project.

- (b) It is hoped that those in attendance may reach a tentative consensus identifying the number and scale of alternatives to the entire project, which shall be discussed in the EIR. Staff will make the final decision on alternatives and notify all consultants and applicant, writing, of its decision.
- (c) Where projects are small, staff may, instead of a pre-proposal conference, include a list of alternatives to the project which should be discussed.

C. Content of Proposal

A proposal should include the following information. The EIR consultant is encouraged to include any additional items deemed desirable or necessary.

1. Approach and Work Program. The consultant should describe an overall approach to the study, specific techniques to be used, and specific administrative and operational management expertise which would be employed. This will include a work plan containing discussions of data needs and sources, analytical methodologies to be used in conducting the research and expected research products.

This section should indicate the Consultant's tentative conclusions in regard to priority of issues. It shall also indicate that the following list of alternatives will be included in the EIR unless the staff indicates otherwise:

- a. No project.
 - b. The proposed project.
 - c. Alternative to the project.
 - d. Environmentally superior alternatives.
2. Schedule. A section should be included detailing the scheduling of the various work items described in the work program. Include a statement of the date on which work will begin on the Draft EIR and an estimated date of completion. Also indicate the proposed time periods for County review of drafts of individual sections, as well as the entire report. This should include estimates for meeting with the applicant and the department for the discussion of suggested changes to the drafted actions. If the time periods contained in the RFP cannot be met, explain any proposed changes.
 3. Costs. The proposal shall define both the total and detailed costs of performing the total study, as well as its major projects and/or end products including a budget indicating expenditures for manpower and materials for each work item. This section shall have all subject tasks and sub-tasks listed, along with the minimum time estimates applied to each, as well as billing rates and total costs per task and sub-task. Include an estimate of the number of hours required for amending the Draft EIR and/or providing additional information reasonably required as a result of a

public hearing(s) on the Draft EIR. Costs shall be segregated into a not to exceed fee for the Draft EIR and a time and materials rate schedule, with an estimate of the maximum amount for the Final EIR. See Section E for additional cost information.

4. Staffing. The lead personnel and any other personnel to be actually employed in the study are to be named. A project manager for the proposal must be designated. Describe the specific effort to be contributed by each of the key personnel, including an accurate estimate of the number of hours each will contribute to the report. Also identify the person(s) who will attend public hearings on the Draft and Final EIR.

A list of subcontractors who will be hired, their specific responsibilities, qualifications, tasks, schedule and costs, etc., must be included in the proposal.

5. Qualifications. Proposals shall include consultant's qualifications and a list of pertinent other EIRs written by the consultant. Include a brief resume of each person working on the project listing special qualifications applicable to the subject project.

D. General Information

1. Compliance with CEQA. Proposals shall cover all matters required under CEQA and the Request for Proposal.
2. Relationship with Applicant. The County considers it inappropriate to award an EIR contract to a firm already holding a contract with the applicant of the proposed project. Response to an RFP should accordingly contain a statement as to what contractual or other arrangements, if any, exist between the responding firm and the applicant, or if the firm has any financial interest in the subject property, or property in the area, or has any financial interest in any firm employed by the project sponsor. Contact between the proposer and the applicant shall be conducted through the Department of Environmental Management.
3. Final EIR. Final EIRs shall be done in the form of an addendum to the Draft EIR containing the comments to the EIR and responses thereto unless the Request for Proposals states otherwise.
4. Contract Statements. The proposal should contain a statement to the effect that the proposal is a firm offer for a 60-day (or more) period. The proposal should contain a statement that all work will be performed at a "not to exceed" contract price which will become the fixed price for the Draft EIR upon completion of contract negotiations.
5. Contract Negotiator. The proposal shall provide the name, title, address and telephone number of individuals(s) with the authority to negotiate, and

contractually bind the company and also who may be contacted during the period of proposal evaluation.

6. Fancy proposal format, costly bindings, color plates, or glossy facilities brochures are not necessary.
7. The proposer must represent himself solely by the written proposal.
8. Submittal of Proposal. Four copies of the completed proposal must be received by the Solano County Department of Environmental Management by the date established in the Request for Proposals.

E. Contract Price and Allowable Cost

1. The “not-to-exceed” contract price shall be a proposal for all services rendered in preparation of the Draft EIR. The cost of the services required for preparation of the Final EIR shall be based on a time and materials basis determined after the hearing on the Draft EIR and is not included in the “not-to-exceed” fee. The proposal shall specify the hourly rates of staff. A reasonable estimate of the cost of services anticipated for preparation of the Final EIR shall be included with the proposal.
2. A final “not-to-exceed” contract price is subject to approval ad/or ratification by the Solano County Board of Supervisors.
3. In regard to printing cost, consultant’s proposal should reflect the cost of providing the number of copies specified in the Request for Proposals for the Draft EIR and of the Final EIR. The cost of the Final EIR shall reflect the rate of printing of the Draft Document.
4. All applicable costs can be charged to the contract within the negotiated “not-to-exceed” price limit. Appropriate charges may include wages and salaries, overhead, travel, materials and subcontract costs.
5. The consultant’s proposal should reflect the cost of a minimum number of public hearings specified in the Request for Proposals.
6. Staff may request that consultants alter their proposals when deemed necessary and appropriate. In the event that a consultant agrees to modify the proposal, a change in the cost of the proposal may be made. Otherwise, the cost stated in the original proposal shall remain effective.
7. Contract change orders allowing more time and/or money for completion of the EIR will be made only where new impacts or levels of impact analysis not originally contemplated are encountered during the writing, or review period, of the EIR. Any additional meetings or work required beyond the scope of the contract shall be mutually agreed to by the

County and consultant and shall be billed on a time and materials basis to the County.

F. Limitations

1. All reports and pertinent data or materials shall become the property of Solano County.
2. The proposer should expect to have access only to the public records and files of local government agencies in preparing the proposal or reports. No compilation, tabulation, or analysis of data, definition or opinion, etc, should be anticipated by the contractor from the agencies, unless volunteered by a responsible official of these agencies.
3. A request for proposals does not commit the County to award contract, to pay any costs incurred in the preparation of the proposal to a request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or its entirety, this request for proposal, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such price, technical or other revisions of their proposals as may result from negotiations.
4. The County considers it appropriate to diversify the hiring of consultants and to promote wide opportunity for selection. Best efforts will be made in the selection of consultants to insure that repetitious hiring from a narrow range of applicants is avoided.

G. Criteria for Consultant Selection

Primary regard will be given to the technical competence and creative ability of the contractor as demonstrated in the proposal. The firm's willingness and ability to work closely with county staff and the general aptness of the proposal will also be considered.

The contract will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the County staff, meet the following standards as they relate to the RFP:

1. Have adequate equipment, technical, and financial resources for performance, or have the ability to obtain such resources which are required during performance.
2. Have a satisfactory record of performance.
3. Be an Equal Opportunity Employer.

4. Have no current contracts with the applicant on this project or other related work.

H. Evaluation of Proposals

1. Staff shall review the proposals, rank the proposals, and select a consultant. Staff shall inform the applicant of the consultant selection and make available to the applicant the selected proposal.
2. If staff and applicant agree on a consultant, a contract with that consultant shall be prepared for the Board of Supervisors.
3. If staff and applicant do not agree on the first consultant, a second consultant shall be considered, and a contract with that consultant shall be prepared for the Board of Supervisors.
4. If staff and applicant do not agree on a consultant, the Director of Environmental Management shall select the consultant.
5. All proposals may be rejected, and the process started again in accordance with provisions of these regulations.

III. **Contracts**

- A. Contract Content. Consultants selected to prepare EIRs shall provide the County with a sample contract containing at least the following provisions:

1. Contract Content. Consultants selected to prepare EIRs shall provide the County with a sample contract containing at least the following provisions:
 - a. Identification of the project.
 - b. Segregated fees for draft and final EIRs.
 - c. A statement that consultant has no relationship with applicant which could be considered a conflict of interest under the Political Reform Act of 1974.
 - d. That the EIRs will be prepared in accordance with CEQA and the Guidelines thereto.
 - e. A paragraph indemnifying the County against negligent acts of consultant and a paragraph stating that consultant is an independent contractor.
 - f. The time for completion of the Draft EIR.
 - g. The Consultant shall present proof of liability insurance.
2. Proposal Costs. No proposal costs will be reimbursed under this contract.
3. Contract Payment. Solano County will release payment to the consultant in increments as the work progresses. Contract payment will be made on the basis of satisfactory performance by the contractor as determined by the County. Final payment to the contractor will only be made when the

County has received the specified number of copies of the final report in form deemed satisfactory by the County.

4. Contact Termination. The County has the authority to terminate its contract with the consultant at any time during the period of the study if it is found by the County that the contractor's performance is not satisfactory.
5. Cancellation. The contract shall be written so that it may be canceled by either party upon ten (10) days written notice.

B. Contract with Project Sponsor

1. Contract for EIR Preparation. The project sponsor and County shall enter a contract which provides for the responsibilities of each in preparing the project EIR. The project sponsor shall pay the cost of preparing the EIR unless the Board of Supervisors requires the County to prepare the EIR at no cost to the sponsor.
2. Deposit of Money. The contract between the Project Sponsor and the County shall include the following payment provisions:
 - a. When a consultant is selected, the project sponsor shall deposit with the County fees for preparing and processing the Draft EIR, pursuant to Chapter I-18 of the Solano County Code.
 - b. The sponsor agrees to deposit with the County fees for processing the Final EIR commensurate with deposits stated in paragraph A, above, in accordance with Chapter One of the Solano County Code, Section 1-18, as amended.
 - c. The project sponsor shall deposit 10 percent (10%) of the "not-to-exceed" figure of the Draft EIR within seven days from the ending date of the legally noticed public review period for the DRAFT EIR. Upon receipt of the Consultant's estimate for preparing the Final EIR, the sponsor shall deposit sufficient funds equal to the estimated amount within seven (7) working days after notification by County.
3. Project Cancellation. Should sponsor abandon the project prior to completion of the EIR, County shall upon written notice to sponsor and consultant terminate the contract agreement and within a period not to exceed ten (10) days, return the unpaid balance of EIR preparation fees to sponsor with the understanding that the consultant and county shall be paid for all services performed prior to such cancellation; if such services are acceptable to county. Sponsor agrees that nonpayment of any fee or amount due to the Contract agreement shall be deemed an abandonment of said project.

4. Additional Costs. Any additional necessary meetings, work, changes in work performed, compensation, or limitations on total cost of work required as set forth in the contract, shall be determined by the county; and shall be billed on a time and expense basis by the consultant to the County as set forth in the schedule of costs included in the proposal. The sponsor shall remit said amounts to county within a period not to exceed thirty (30) days from receipt of billing from county.
5. Sponsor-Consultant Agreements. Sponsor agrees that the consultant is an independent contractor of the county and the sponsor shall not enter into any contract or agreement with the consultant on any project during the term of their agreement.
6. Performance. County shall be the sole judge as to the satisfactory performance under the contract, and may terminate any agreement immediately upon written notice should it at any time become dissatisfied with the sponsor's or the consultant's performance. The sponsor should acknowledge that the EIR is a public document and that all information submitted thereon will be available to the public upon release of the EIR and that the sponsor will have no private rights of ownership.

IV. Consultant-Project Sponsor Communication

Discussion between project sponsor and consultant is permitted if the following procedure is observed:

1. Staff is present during any discussions which go beyond verification of material already received or inquiries concerning details.
2. Staff will be informed in writing of the content of any other discussions.
3. Sponsor will not contact consultants without staff approval.

V. Administrative Draft EIR Preparation and Review

A. Project Description

The consultant shall prepare a project description based on the submittal by the applicant. This shall be reviewed by the applicant to determine accuracy and adequacy.

B. Administrative Draft

1. Preparation of Administrative Draft. The consultant shall prepare an Administrative Draft of the Draft EIR. This will be a rough draft; any readable reproduction process and understandable form may be accepted by staff.

2. Administrative Draft Review. Staff shall review the Administrative draft for adequacy and advise the consultant of needed changes. It should be understood that the Department of Environmental Management will review the Draft EIR during its development. A minimum of ten copies of the Administrative Draft will be required. The Draft EIR will not be accepted until concurrence of the Lead County Agency or the Department of Environmental Management is obtained. It is the intent of the Department of Environmental Management to exercise its own judgment as to the proper content of the Draft EIR.

C. Proposed Mitigations.

Staff and the consultant will review the Administrative Draft to determine whether any changes in the proposed project could be made which would mitigate the significant impacts of the project. Such findings shall be proposed to the applicant. The Applicant may decline to make changes, and the Draft will be written according to the original description of the project.

D. Additional Costs.

Additional costs, if any, to consultant arising out of changes in the project shall be paid as part of the time and materials rate schedule for the Final EIR, but shall be in addition to the maximum amount therefore.

VI. EIR Format

A. Summary of Impacts.

The Draft EIR shall include a summary of impacts section in the front which will be a concise, to-the-point, brief condensation of the project.

B. Format.

The Draft EIR shall group constraints, impacts and mitigation measures in a manner which allows locating such information by topic or issue.

C. Documentation.

All technical statistical and factual information taken from outside references will be noted, and reference cited in the EIR. Also, each EIR will contain a statement as to who prepared each section of the EIR and what each person's qualifications are.

D. Printing.

It is mandatory that all Draft EIRs be printed on both sides of the page. Bulky, cumbersome reports are to be avoided.

E. Circulation of Draft.

Upon completion of the Draft EIR, it shall be circulated with a request for comments. During the comment period, the Solano County Planning Commission will hold at least one public hearing on the Draft EIR.

F. Final EIR Preparation.

Upon completion of the comment period, the EIR consultant shall prepare the Final EIR. The Consultant shall describe the disposition of significant environmental issues raised in, or as a result of, the comments received. In particular, when recommendation and objections raised in comments are at variance with conclusions of the Draft EIR, the consultant shall address in detail those comments and shall give reasons why specific comments and suggestions were not accepted, and set forth the factors which warrant overriding the comments and suggestions. The Planning Commission may hold a public hearing on the Final EIR prior to its certification of the document.

G. CEQA Conformance.

The Director of the Lead County Agency retains the right to reject any EIR prepared by a consultant which fails to meet the requirements as set forth in these Guidelines including all applicable appendices, the State Guidelines and the contract between County and consultant.