

**COUNTY OF RIVERSIDE PLANNING DEPARTMENT**  
**Guidelines for Submittal of a Proposal for Addition**  
**to the Official County EIR Consultants List**

**I. INTRODUCTION**

The County of Riverside Planning Department will select EIR CONSULTANT(s) to be placed upon the List. The selected EIR CONSULTANT(s) are expected to have a comprehensive understanding of the procedures for compliance with local, State, and Federal environmental rules and regulations including; but not limited to, California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and the County's Multiple Species Habitat Conservation Plan(s) (MSHCP), as they relate to the preparation of an Environmental Impact Report (EIR).

**II. PROJECT BACKGROUND**

The Riverside County Board of Supervisors directed staff to develop a new hiring process for EIR consultants that clearly vests selection, hiring, pay, and oversight of the EIR consultant with the COUNTY. The purpose of the MOU is to establish the rights and responsibilities of the involved parties in relation to the preparation and handling of EIRs. Only EIR CONSULTANTS on the List may prepare an EIR on behalf of the COUNTY.

**III. SUBMISSIONS**

Proposals must not be more than 15 single-sided (8.5 x 11) pages in length (not including resumes) and shall include:

1. The name of the professional environmental consulting firm.
2. The names of the Principal(s), their education, and previous EIR experience.
3. A list of designated "key" (KEY) and non-key personnel to be assigned to the EIR and a resume of qualifications and previous EIR experience for each. An organizational chart shall also be provided including every person whose resume is provided and shall clearly show the function that each person will be expected to fulfill.
4. A list of any and ALL sub consultants that are to be used.
5. Updated lists shall be provided to the COUNTY, if and when, key staffing or sub consultant changes occur.

**Two (2) copies** of the Proposal shall be submitted for review by the Planning Department.

**IV. GENERAL INFORMATION**

**Selection Process**

EIR CONSULTANTS interested in being included on the Official County EIR Consultant list must submit Proposals in compliance with these Guidelines. Based on evaluation of the submitted Proposals, EIR CONSULTANTS will be selected for placement on the List.

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**Selection Criteria**

The basis for selection of prospective EIR CONSULTANTS shall include professional excellence, demonstrated competence in the service to be provided and experience of the firm, education and experience of the EIR Manager(s), and other KEY personnel to be assigned. To qualify, the firm must have an EIR Manager who can present evidence of having at least two (2) years of experience in the field of EIR preparation in the State of California and must demonstrate familiarity with the vision, goals, and objectives of the Riverside County Integrated Project. Generally, the EIR Manager must have earned at least a Bachelor's degree in Urban or Regional Planning, or some closely related field.

**Funding**

Funding for these services is paid for by the APPLICANT proposing the underlying project with the required EIR.

**V. SCOPE OF WORK**

EIR Consultants are to prepare Environmental Impact Reports on behalf of the COUNTY. These EIRs may include some or all of the activities listed below, and will extend over a time period of many months.

**Selection Process**

Upon a determination by the Planning Department that an EIR will be required for a particular project, the Planning Department will provide the Project Applicant a copy of the List of Qualified Environmental Impact Report (EIR) Consultants and a copy of the blank MOU form. The Project Applicant will then select an EIR CONSULTANT from the list. The Project Applicant and the EIR CONSULTANT will complete their portions of the MOU, and return the MOU (signed by both the Project Applicant and the EIR CONSULTANT) to the Planning Department. The Planning Director will review and sign the MOU. Upon obtaining all of the necessary signatures, copies of the MOU will be provided to both the Project Applicant and the selected EIR CONSULTANT.

**Analysis of the Proposed Project**

The EIR CONSULTANT shall perform a thorough analysis of the Project and the scope of the related EIR, in conjunction with the COUNTY, to insure a realistic appraisal of the potentially significant environmental impacts associated with the project.

The EIR CONSULTANT, in coordination with the COUNTY, will determine the potentially significant impacts, and identify any Responsible and/or Trustee Agencies, and any affected Federal agencies.

The EIR CONSULTANT, in coordination with the COUNTY, shall develop a Notice of Preparation package and a comprehensive mailing list. The package shall contain all necessary items as required by CEQA.

**Address Comments in Response to the Notice of Preparation (NOP)**

The EIR CONSULTANT will be responsible to evaluate ALL of the comments received in response to the issued NOP for the project. An evaluation of the comments shall be presented to the County in letter and electronic form, with any correspondence between Project Applicant and the EIR CONSULTANT as attachments, and shall provide a detail discussion of each comment and a recommendation as to whether the scope of the EIR should be modified to address the comment(s).

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**Preparation of the Screencheck EIR Document**

The EIR CONSULTANT shall prepare the Draft EIR under the direction of the COUNTY, and shall incorporate all pertinent information obtained during the NOP comment period. The EIR will be an informational document which will inform the decision makers and public of the significant environmental effects of the Project, identify ways to minimize the significant effects, and describe reasonable alternatives to the project; as well as contain all of the required contents in accordance with CEQA. Selection of project alternatives will be coordinated with the COUNTY.

The EIR CONSULTANT will provide the COUNTY with a “to be determined” number of copies of the Screen check EIR and an electronic version (on Compact Disc) of the document in Microsoft Word format. A like number of Technical Appendices shall also be provided. Multiple iterations of Screen check EIR may be necessary in order to ensure the completeness and accuracy of the document, as well as to ensure the independent analysis by the COUNTY.

**Completion of the Draft EIR Document**

The EIR CONSULTANT, under the direction of the COUNTY, shall develop a Notice of Completion package for the Draft EIR and a comprehensive mailing list. The EIR CONSULTANT, at the COUNTY’s direction, shall issue the NOC and Draft EIR to all necessary parties as described in CEQA.

**Evaluate Comments, and Prepare Responses during the Draft EIR Review Period**

As part of the Draft EIR comment period, comments from the public and affected agencies will be solicited. The EIR CONSULTANT will be responsible to evaluate ALL of the comments received in response to the Draft EIR for the Project. An evaluation of the comments shall be presented to the County in letter and electronic form, with any correspondence between Project Applicant and the EIR CONSULTANT as attachments, and shall provide a detail discussion of each comment and a recommendation as to whether the EIR and its conclusions, determinations and/or mitigation measures, should be modified to address the comment(s).

**Completion of the Final Environmental Impact Report**

The EIR CONSULTANT, under the direction of the COUNTY, will prepare the Final EIR document. The document will contain the Draft EIR, the Technical Appendices, all comments received during the comment period, COUNTY accepted responses to the comments, as well as any modifications, changes, and/or corrections to the document necessitated by comments received.

**Attend Project Meetings, Scoping Meeting & Public Hearings**

The EIR CONSULTANT should plan on 3-8 hours of time for staff meetings, dependent on the complexity of the project and its EIR.

The EIR CONSULTANT shall provide at least one (1) representative at the EIR Scoping Meeting before the County Planning Commission for each EIR project.

The EIR CONSULTANT shall provide at least one (1) representative at the Planning Commission and Board of Supervisors meetings for each EIR project. It is expected that projects with this complexity will require at least two meetings each before the Planning Commission and the Board (each estimated at 3 hours length). The EIR CONSULTANT should be prepared to make a short presentation summarizing the adequacy the

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Final EIR and be available to answer questions relative to the adequacy and completeness of the material contained in the environmental record.

**VI. ROLE OF EIR CONSULTANT**

The role of the EIR CONSULTANT is expected to be as an independent contractor extension of County Staff. The EIR CONSULTANT is expected to keep an open dialogue with COUNTY and to diligently pursue completion of each project in a timely fashion. All submissions of reports and findings are to be submitted to the COUNTY concurrently with the applicant. Contact with members of the Press will be accommodated, as appropriate, only by prior written approval (e-mail acceptable) of the COUNTY.

**VII. PROJECT ADMINISTRATION**

At the time of each EIR assignment, the EIR CONSULTANT shall prepare a project cost estimate and provide a copy to the COUNTY. This will allow the COUNTY and EIR CONSULTANT to jointly track EIR progress. While basically a monitoring tool, should the EIR CONSULTANT exceed each individual project budget(s) in a consistent manner, such performance may reduce the flow of projects the EIR CONSULTANT might otherwise be considered for.

**VIII. OTHER TERMS AND CONDITIONS**

**Independent Contractor Status**

The EIR CONSULTANT and its employees and agent shall act at all times in an independent capacity with regard to performance of services or work rendered pursuant to this contract; and EIR CONSULTANT and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents, officers or employees of County. There shall be no employer-employee relationship between County and EIR CONSULTANT, and EIR CONSULTANT and its employees and agents shall not be entitled to any benefits payable to County employees. The EIR CONSULTANT is responsible for payment and deduction of all employment-related taxes on EIR CONSULTANT's behalf and for EIR CONSULTANT's employees, including but not limited to all federal and state income taxes and withholdings. County shall not be required to make any deductions from compensation payable to EIR CONSULTANT for these purposes. The EIR CONSULTANT shall indemnify County against any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and the EIR CONSULTANT shall indemnify County for any and all federal or state withholding or retirement payments which County may be required to make pursuant to federal or state law.

**Force Majeure**

In the event EIR CONSULTANT is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, the EIR CONSULTANT shall not be held liable to County for such failure to comply.

**Conflict of Interest**

The EIR CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County. This obligation will apply to EIR CONSULTANT's employees, agents, relatives, sub-consultants and third parties associated with

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accomplishing the work herein.

The EIR CONSULTANT's effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, provide in, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County of Riverside.

The EIR CONSULTANT must be prepared to excuse themselves from any EIR for an APPLICANT they have other business ties to, and must immediately disclose this fact if they have not identified the firm at the time the EIR CONSULTANT is added to the List. The EIR CONSULTANT and subcontracted consultants shall not be a subsidiary or division of the project applicant.

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Consultants List.doc  
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