



*Serving the communities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and areas of San Bernardino County*

**REQUEST FOR QUOTE  
(RFQ) 2026-04  
ON-CALL ENVIRONMENTAL SERVICES**

**RELEASE: DECEMBER 12, 2025**

**QUOTES ARE DUE NO LATER THAN:  
January 2, 2026, 5:00 PM (PST)**

## NOTICE REQUESTING QUOTES 2026-04

- 1. Purpose of the Procurement and Period of Performance.** Victor Valley Transit Authority is seeking proposals from qualified companies to assist with on-call environmental assistance for Mitigation Measure compliance for its two projects, the Hesperia Transfer Hub and Hydrogen Fueling Station. The resulting contract will be not to exceed 120 days.
- 2. Obtaining the Request for Quote (RFQ) Document.** RFQuote documents may be obtained from VVTA, in person at 17150 Smoke Tree Street, Hesperia, CA 92345-8305, electronically at [www.vvta.org/Procurement](http://www.vvta.org/Procurement) or via [www.publicpurchase.com](http://www.publicpurchase.com). Documents are also available via email request to [cplasting@vvta.org](mailto:cplasting@vvta.org). RFQs requested by courier or via USPS mail shall be packaged and sent only at the Bidders' expense.
- 3. Quotes Due Date and Submittal Requirements.** Quotes must be received by **5:00 PM (PST) Friday, January 2, 2026.**

**3.1.** Quotes will be accepted via email at [cplasting@vvta.org](mailto:cplasting@vvta.org), [publicpurchase.com](http://publicpurchase.com), or at the following address:

**Victor Valley Transit Authority  
Attn: Procurement Manager  
17150 Smoke Tree Street  
Hesperia, CA 92345-8305  
(760) 995-3563**

**It is the Bidder's sole responsibility to ensure that the Quotes are received by the date and time stated above.**

**4. Vendor Registration with the California Department of Industrial Relations California SB 854 Compliance.** VVTA will not accept a Quote from or enter the Contract with a Bidder, without proof that the Bidder and its Subcontractors are registered with the California Department of Industrial Relations (DIR) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. The Bidder shall enter DIR Registration Number on the Quote.

**5. Validity of Quotes.** Quotes and subsequent offers shall be valid for a period of ninety (90) days. An award may be made without further discussion. VVTA reserves the right to withdraw or cancel this RFQ at any time without prior notice and VVTA makes no representation that any contract will be awarded to a Bidder responding to this RFQ.

**The successful Bidder shall be required to comply with all applicable Equal Opportunity Laws and Regulations.**

## **GENERAL**

Victor Valley Transit Authority is seeking proposals from qualified companies to provide on call environmental assistance for VVTA's Mitigation Measure compliance for its two projects, the Hesperia Transfer Hub and Hydrogen Fueling Station.

The selected proposer shall be prepared to provide services in a timely manner and on relatively short notice to ensure that VVTA meets critical, and at times, unpredictable time deadlines and schedules. Selected companies will be called upon to assist with any surveying, assessment, or guidance for VVTA to comply with each project's mitigation measures and mitigation measure reporting program. All services shall be performed on an as-needed, project by project basis pursuant to a request from VVTA, with no guarantee that any minimum amount of services will be requested. Qualified firms shall have prior experience with public works and infrastructure projects.

## **SCOPE OF SERVICES**

The selected proposer shall provide biological, archaeological, and paleontological resource services, and advise and assist VVTA staff with any applicable Mitigation Measure/Environmental compliance requirements for its projects. The selected proposer will provide on call/as needed services and assistance with Mitigation Measure compliance requirements and will be asked to provide fee proposals on specific projects or tasks, based on agreed-upon scope of services.

Services provided by the proposer will depend on the project schedule and actual timeframe for the Mitigation Measure compliance(see Exhibit 1 for full details on VVTA's Mitigation Measures (MM) and Mitigation Measurement Reporting Plan (MMRP).

Provide biological, archaeological, and paleontological resource services, and consulting services including, but not limited to:

- Preconstruction General Wildlife Survey as per MM BIO-1.
- Preconstruction Breeding Bird Survey (in compliance with the Migratory Bird Treat Act MBTA) As per MM BIO-2.
- Focused Burrowing Owl Survey as per MM BIO-3.
- Biological Monitor, project Limits, and Designated Areas Biological Monitor as per MM BIO-4.
- Assist with education of General Vegetation and wildlife avoidance protection measures as per MM BIO-5.
- Loggerhead Shrike Survey and protection measures as per MM BIO-6.
- Focused Botanical Surveys (Hesperia Transfer Hub Site) as per MM BIO-8.
- Protocol Trapping Surveys for the Mohave ground squirrel (Hesperia Transfer Hub Site) as per MM BIO-9.
- Provide Archaeologist services if cultural resources are discovered during project activities as per MM CUL-1. (The Archeologist must be qualified based on the Secretary of the Interior's Professional Qualifications Standards for Archeology – certification must be included with the proposal.)

- Provide Paleontologist services if paleontological resources are encountered as per MM GEO-1.
- Provide archaeologist services/assistance to tribes as per MM TCR-1 Through MM TCR-4.
- Provide on-call consulting services to assist with CEQA compliance.

## FORMAT OF PROPOSALS

1. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
  - a. Cover letter – Bidder must include a letter of introduction.
  - b. Title Page
  - c. Table of Contents
  - d. Profile of Firm (History, Experience, Changes) – This section should include details regarding the Bidder's ability and experience to operate the project as specified in the RFQ. The following information should be included:
    - I. Corporate hierarchy – i.e., President, Vice President, Corporate Officers, etc....
    - II. Corporate overview of services or activities performed.
      - History of firm – Include a brief history of the firm
      - Founding Date (month and year)
      - Firm size – staff and client base
      - Firm's vision and mission statement
    - III. Employment practices – policies and procedures, training, including safety training and affiliation/accreditation.
    - IV. Location of the office from which the work will be provided and the staff allocation at that office.
  - e. Identify Project team including, but not limited to:
    - I. Size of Project Team
    - II. Education, qualifications, and specific experience in performing the work that is being solicited in this RFQ, especially related to the construction of a fueling station – hydrogen preferred.
    - III. Project Organization Chart.
  - f. Resumes of Key Personnel
  - g. Commitment that key personnel will be available throughout the contract and will not be removed without prior approval of VVTA.

- h. Bidder's approach to accomplish the Scope of Work Requirements.
    - I. Description of Bidder's approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal.
    - II. Provide a work plan or description of how the work will be performed by the contractor. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work)
    - III. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.
    - IV. Indicate whether your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor, the portion of the work to be subcontracted, and their State of CA Contractor's License Number (if applicable).
    - V. Describe your firm's approach to resolving problems that may be encountered in the field.
  - i. Summary of Contracted Services
    - I. Bidder must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their qualifications.
    - II. Bidder must list all services, equipment, and facilities that the Bidder has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.
    - III. VVTA reserves the right to interview any organization and visit any of the facilities listed as subcontractors.
  - j. Required Forms (See Attachment B)
  - k. Any other information required by this RFQ or its addenda which may not be listed above.
    - l. Cost/Price Proposal – Bidders shall submit proposed pricing to provide the products/services for the work described in above Scope of Services.
2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFQ, as your firms' proposal may be deemed non-responsive.

**Best Offers.** VVTA expects that all responsible and responsive Bidders shall submit their Best Offer upon initial submission in response to this solicitation.

VVTA reserves the right to make an award to a Bidder whose proposal it judges to be most advantageous to VVTA based upon the evaluation criteria, without conducting any written or oral discussions with any Bidders or solicitation of any BAFO.

Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for determining any competitive range and to make any selection of a proposal for a potential award.

<b><u>EVALUATION CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
<b><u>1. EXPERIENCE AND TECHNICAL COMPETENCE:</u></b> Demonstrated experience in similar projects, understanding of RFP requirements and ability to meet performance goals, compliance with all technical and administrative requirements, financial viability, accounting and reporting.	25
<b><u>2. STAFFING AND PERSONNEL/PROGRAM OPERATIONS:</u></b> Qualifications and experience of management and staff and other personnel, comprehensiveness of plan and team's familiarity with the provision of Security Services.	25
<b><u>3. APPROACH:</u></b> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	35
<b><u>5. PRICE PROPOSAL</u></b>	15

**TOTAL POSSIBLE POINTS**

**100**

Price points will be calculated by subtracting the lowest proposal price offered. Then the percentage of the score points are calculated by dividing the difference of the price by the lowest cost. Then multiply the variable by the total points scored. To determine the cost score, the variable is then added to the total possible points (35).

Example:

\$50,000.00	\$75,000.00	\$80,000.00
Max Points = 35	-25,000.00	-75,000.00
	-50%	-60%
	-17.5	-21
Total Points	17.5	14

The Price Proposals and References will be evaluated by the RFP Facilitator.

**Exceptional:** Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

**Good to Superior:** Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

**Adequate:** Minimally compliant with solicitation requirement; with errors, omissions, discrepancies, weakness or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

**Poor to Deficient:** Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

**Unacceptable:** Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses or risks. Proposals in this range will receive 0 to 59% of the points available for the category.

**REQUIRED FEDERAL CLAUSES:**

**THE RESULTING CONTRACT FROM THIS RFP SHALL BE FINANCED WITH FEDERAL FUNDS**

The links below are attached to this RFP and are herein incorporated. By submitting a quote, the Bidder agrees to comply with all reference Federal Regulatory Requirements.

**It is the responsibility of the Bidder to ensure compliance with all the regulations that apply to this solicitation and the resulting contract.**

The federal regulations Check List – a listing by Contract Dollar amount showing the applicable regulations for any Federally Funded contract:

<https://vvta.org/wp-content/uploads/2025/10/25.10.14-UPDATED-CLAUSE-MATRIX.pdf>

The following is “Appendix A” of the Federal Procurement Best Practices Manual and includes the full text for all the clauses included in the above checklist:

[https://vvta.org/wp-content/uploads/2024/07/FTA\\_Required\\_Clauses\\_24.07.12.pdf](https://vvta.org/wp-content/uploads/2024/07/FTA_Required_Clauses_24.07.12.pdf)

**VVTA – RFP 2026-04 PRICE PROPOSAL**

The Bidder shall complete the following form and include the same in the Price Proposal package.

By execution below Bidder hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority’s RFQ 2025-03 at the prices submitted in response to this solicitation.

BIDDER COMPANY NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
AUTHORIZED OFFICER: _____
COMPANY OFFICER TITLE: _____
SIGNATURE OF AUTHORIZED OFFICER: _____
CONTACT INFORMATION: _____
OFFICE PHONE NUMBER: _____
EMAIL ADDRESS: _____

Please refer to the following table when formatting the price proposal form:

Line Item	Description	Cost per Hour	Total Hours	Total
1	MM BIO – 1: Preconstruction General Wildlife Survey			
2	MM BIO – 2: Preconstruction Breeding Bird Survey			
3	MM BIO – 3: Focused Burrowing Owl Survey			
4	MM BIO – 4: Biological Monitor, project Limits, and Designated Areas			
5	MMB BIO – 5: Assist with Education of General Vegetation and Wildlife Avoidance Protection Measures			
6	MM BIO-6: Loggerhead Shrike Survey and Protection Measures			
7	MM BIO – 8: Focused Botanical Surveys (Hesperia Transfer Hub Site)			
8	MM BIO – 9: Protocol Trapping Services for the Mohave Ground Squirrel (Hesperia Transfer Hub Site)			
9	MM CUL – 1: Provide Archeologist services if cultural resources are discovered during project activities			

10	MM GEO – 1: Provide Paleontologist Services if paleontological resources are encountered.			
11	MM TCR – 1 through MM TCR – 4: Provide Archeological Services/Assistance to Tribes			
12	On-Call Consulting Services to assist with CEQA Compliance, if needed.			

**Total Cost :**

CURRENT CLIENT REFERENCES

Bidder by its signature below, certifies that the following references for On-Call Environmental Services over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

<b>Agency Name</b>	<b>Contact Name/Phone/Email</b>	<b>Year</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

\_\_\_\_\_  
Signature of the Bidder's Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder's Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**  
**(Per Public Contract Code Section 7106)**

State of California )  
 ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_, of \_\_\_\_\_ ("Bidder") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly solicited any other Bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidders or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Bidder, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her proposal fee 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 corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature Company Name

\_\_\_\_\_  
Printed Name Title

SUBSCRIBED AND SWORN TO BEFORE ME

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

**FTA CERTIFICATION REGARDING DEBARMENT,  
DEBARRED BIDDERS' CERTIFICATION  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION  
For Contracts and Subcontracts in Excess of \$25,000.00**

Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower-tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntary excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by

U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

**“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transaction”**

1. The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify the statement in this certification, such prospective participant shall attach an explanation to its bid or proposal.

---

Signature of the Bidder’s Authorized Official

---

Name and Title of the Bidder’s Authorized Official

---

Company Name

---

Date

FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING  
(For Contracts Over \$100,000)

I. \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_  
(Company Name) that:

1. No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or the United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any State or Federal cooperative agreement and the extension, continuation, renewal, amendment or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an officer or employee of Congress, in connection with this contract, grant, loan or cooperative agreement, which is funded in whole or in part by Federal funds, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for any subcontractor at any tier performing work under this Federal-Aid funded Contract and that all subcontractors of any tier shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 13 52, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of the Bidder's Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder's Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**PROPOSAL DEVIATION, PRE-OFFER CHANGE OR APPROVED EQUAL**

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Condition, Exceptions Reservations and Understanding.” This form must also be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in “Proposal Timeline”

Deviation Number: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Page Number: \_\_\_\_\_

Section: \_\_\_\_\_

---

**Detailed Description of Requested Deviation:**

---

**Rationale (Pros and Cons):**

**SUBCONTRACTOR'S LIST**

(If additional space is needed, supply information on separate form)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AMOUNT OF SUBCONTRACT: \$ \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_ DIR Registration #: \_\_\_\_\_

CERTIFIED DBE?               CERTIFICATE # \_\_\_\_\_  
                  YES                   NO

If yes, please provide certification

\*\*\*\*\*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AMOUNT OF SUBCONTRACT: \$ \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_ DIR Registration #: \_\_\_\_\_

CERTIFIED DBE?               CERTIFICATE # \_\_\_\_\_  
                  YES                   NO

If yes, please provide certification

\*\*\*\*\*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_ DIR Registration #: \_\_\_\_\_

CERTIFIED DBE?               CERTIFICATE # \_\_\_\_\_  
                  YES                   NO

If yes, please provide certification

## GENERAL TERMS AND CONDITIONS

1. **The resulting PURCHASE ORDER (P.O.).** VVTA shall not be responsible for goods or services provided to officials or employees without a duly authorized P.O.
2. **INVOICES.** Invoices shall be submitted under the same name as that which is shown on the face of the resulting Purchase Order (P.O) or Contract. The P.O. number must appear on all invoices, shipping notices, delivery and packing slips, packages and correspondence. Each P.O. shall be invoiced separately. **Submit invoices monthly** or as prescribed by VVTA'S Finance Dept.

Invoices shall **reference** the appropriate **purchase order number** and/or **contract number**. Invoices shall be submitted to the address on the face of the PO.

The above does not apply to those Contractors whose invoices are also their packing slip, work order, delivery ticket, etc.

3. **PACKING SLIPS.** Packing slips must accompany each shipment unit (included with each package in shipment), showing VVTA's P.O. number, description, and part number for each item.
4. **ACCEPTANCE.** Goods are subject to VVTA'S inspection and approval within a reasonable time after delivery. If specifications are not met or not approved, material may be returned at the supplier's expense.
5. **DELIVERY.** Unless otherwise indicated on the face of the resulting order, delivery shall be FOB destination. COD shipments will not be accepted. Deliveries for all departments must be made through VVTA'S Receiving Department. Nonpayment may result for goods delivered in any other manner.
6. **PARTIAL DELIVERIES.** Shipments must be identified as partial or complete, along with the number of shipping units.
7. **MODIFICATIONS.** Supplier shall not make any alterations or change to the resulting order in any fashion without prior written authorization from VVTA. If the terms and conditions of the PO and/or contract conflict with the Vendor's terms and conditions, VVTA's terms and conditions shall prevail.
8. **WARRANTY.** Vendor warrants that the item(s) provided and/or work performed under the resulting contract comply with all specifications are free of liens encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance the of item(s) and/or work. Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period, at no additional cost to VVTA. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of VVTA.
9. **FEDERAL, STATE, AND LOCAL LAWS.** All goods or services furnished pursuant to the resulting P.O. shall comply with all CAL-OSHA standards and regulations and all applicable Federal, state and local laws and regulations. [www.vvta.org/bids](http://www.vvta.org/bids) includes the Federal required clauses for all procurements with VVTA.
10. **GOVERNING LAW.** The resulting P.O. and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

11. **PATENT PROTECTION.** To the extent the subject articles are not manufactured pursuant to design originated by VVTA, supplier agrees it will indemnify and hold VVTA and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. VVTA agrees to notify supplier promptly of any suit or claim against VVTA for any alleged infringement of patent.
12. **DISADVANTAGED BUSINESS ENTERPRISE.** The supplier shall not discriminate based on race, color, national origin, or sex in the performance of the resulting P.O.
13. **ENERGY CONSERVATION.** The supplier agrees to comply with the requirements of the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.
14. **TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964.** Supplier agrees to comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d and USDOT regulations "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR, part 21.
15. **RECORD RETENTION.** The supplier shall make available within 30 days, upon request by VVTA, all records related to the resulting P.O. for a period of up to three (3) years after closure.
16. **INSURANCE.** The supplier shall be required to provide a Certificate of Insurance for (1) Workers' Compensation in an amount to meet the requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the supplier and all risks to such persons under the resulting contract; (2) Commercial/General Liability (CGL) insurance covering all operations performed by or on behalf of the supplier, providing coverage for bodily injury and property damage with a \$2,000,000, per occurrence and \$4,000,000 general aggregate limit. The CGL policy coverage shall include premises operations and mobile equipment; products and completed operations; broad form property damage; explosion, collapse and underground hazards; personal injury; contractual liability and (3) Auto Liability (AL) insurance with a combined single limit (CSL) of not less than \$2,000,000 per occurrence. CGL and AL must contain an endorsement that names VVTA as an additional insured with coverage at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85.
17. **AMERICANS WITH DISABILITIES ACT.** The supplier agrees to comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 USC §§12101 et seq. in conjunction with the resulting P.O.
18. **DRUG AND ALCOHOL POLICY.** It is the policy of VVTA that anyone, while on Agency property, is prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol or illegally using or misusing legally prescribed drugs.
19. **INTEREST OF MEMBERS OF CONGRESS.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of the resulting P.O.

## 20. INDEMNIFICATION

- A. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend VVTA and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death

at any time and property damage) incurred by VVTA, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether VVTA or any of its members, board members, officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused solely by the gross negligence, or caused by the willful misconduct, of VVTA or any of its members, board members, officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend VVTA and its members, board members, officers, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

- B. If CONTRACTOR has retained legal counsel reasonably acceptable to Agency, CONTRACTOR shall have the sole charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VVTA shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VVTA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.
21. **FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF THE SUPPLIER).** The supplier will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.
  22. **ACKNOWLEDGMENT.** By delivery of the goods or services purchased herein, the supplier agrees to all the terms and conditions of the resulting P.O.
  23. **TERMINATION.** VVTA may terminate the P.O. in whole or in part for VVTA'S convenience or because of the failure of the supplier to fulfill the contract obligation. VVTA'S CEO shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the supplier shall: (a) immediately discontinue all services affected and (b) deliver to VVTA'S Executive Officer all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing the resulting contract, whether completed or in process. If the termination is for the convenience of VVTA, VVTA shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.
  24. **APPLICABILITY.** The Terms and Conditions stated herein will supplement the terms and conditions of any VVTA procurement wherein the terms and conditions were previously specified.
  25. **OSHA COMPLIANCE.** The items covered by the resulting P.O. must conform to safety orders of OSHA, CALOSHA, and /or NIOSH, and applicable Material Safety Data Sheets (MSDS). Vendor is required to provide a completed MSDS for all hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and

Title 8, California Admins. Code. MSDS sheets need to be sent to VVTA'S Safety and Regulatory Compliance Specialist for each specified item and a copy sent to VVTA'S Procurement Department.

26. **QUESTIONS.** Questions regarding the RFQ, Terms and Conditions of the resulting P.O. are to be directed to the Procurement Manager, phone 760.948.4021 ext. 152; fax: 760.948.1380; 17150 Smoke Tree Street, Hesperia, CA 92345-8305, or email: [cplasting@vvta.org](mailto:cplasting@vvta.org)
27. **Payment Terms. VVTA terms are 2% 10 net 30. If discount terms are not allowed, then vendor will be paid net 30 days from date of receipt of the invoice.**

**Table 4.0-1  
FINAL MITIGATION MONITORING AND REPORTING PROGRAM**

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
<b>4.4 Biological Resources</b>				
<p><b>Threshold 4.4 a)</b> Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</p>	<p><b>MM BIO-1: Pre-Construction General Wildlife Survey</b> Special-status wildlife species that have no designated status under the ESA or the CESA but are designated as sensitive or locally important by federal agencies, state agencies, local agencies, and nonprofit resource organizations are also considered sensitive in this section. The following measures will be implemented to minimize impacts to these species. The measures below will help to reduce direct and indirect impacts caused by construction on various sensitive species to less than significant levels.</p> <ul style="list-style-type: none"> <li>• A qualified biologist shall conduct a pre-construction general wildlife survey for sensitive wildlife and potential nesting sites such as open ground, shrubs, and burrows within the limits of project disturbance. The survey shall be conducted at least seven days prior to the onset of scheduled activities, such as mobilization and staging. It will end no more than three days prior to vegetation, substrate, and structure removal and/or disturbance.</li> <li>• If sensitive species and/or active nesting sites are not observed during the pre-construction survey or they are observed and will not be impacted, project activities may begin, and no further mitigation will be required.</li> <li>• If any sensitive wildlife species are observed within the project site during the pre-construction survey, the biologist shall immediately map the area and notify the appropriate resource agency to determine suitable protection measures and/or mitigation measures and to determine if additional surveys or focused protocol surveys are necessary. Project activities may begin within the area only when concurrence is received from the appropriate resource agency.</li> </ul>	<p>VVTA Qualified Biologist</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to Construction</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<ul style="list-style-type: none"> <li>Sensitive wildlife species and/or potential nesting sites shall not be disturbed, captured, handled or moved.</li> </ul> <p><b>MM BIO-2: Pre-Construction Breeding Bird Survey</b></p> <p>To maintain compliance with the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, and to avoid impacts or take of migratory non-game breeding birds, their nests, young, and eggs, the following measures shall be implemented. The measures below will help to reduce direct and indirect impacts caused by construction on birds to less than significant levels.</p> <ul style="list-style-type: none"> <li>Project activities that will remove or disturb potential nest sites, such as open ground, trees, shrubs, grasses, or burrows, during the breeding season would be a potential significant impact if birds are present. Project activities that will remove or disturb potential nest sites shall be scheduled outside the typical breeding bird season to avoid potential direct impacts to birds protected by the MBTA and Fish and Game Code. The breeding bird nesting season is typically from February 1 through September 15, but can vary from year to year, usually depending on weather conditions. Removing all physical features that could potentially serve as nest sites will also help to prevent birds from nesting within the project site.</li> <li>A qualified biologist shall conduct a pre- construction breeding bird survey for breeding birds and active nests or potential nesting sites within the limits of project disturbance. The survey shall be conducted within three days prior to the onset of scheduled activities, such as mobilization and staging.</li> <li>If no breeding birds or active nests are observed during the pre-construction survey or they are observed and will not be impacted as determined by a qualified biologist, project activities may begin and no further mitigation will be required.</li> <li>If a breeding bird territory or an active bird nest is located during the pre-construction survey and will potentially be impacted, the site shall be mapped on engineering drawings and a no activity buffer zone shall be marked (fencing, stakes, flagging, orange snow fencing, etc.) a minimum of 100 feet in all directions</li> </ul>	<p>VVTA and Qualified Avian Biologist</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to initiation of all ground disturbing activities</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p>or 500 feet in all directions for listed bird species and all raptors. The biologist shall determine the appropriate buffer size based on the type of activities planned near the nest and the type of bird that created the nest. Some bird species are more tolerant than others of noise and activities occurring near their nest. This no-activity buffer zone shall not be disturbed until a qualified biologist has determined that the nest is inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, or the young will no longer be impacted by project activities. Periodic monitoring by a biologist shall be performed to determine when nesting is complete. Once the nesting cycle has finished, project activities may begin within the buffer zone.</p> <ul style="list-style-type: none"> <li>• If listed bird species are observed within the project site during the pre-construction survey, the biologist shall immediately map the area and notify the appropriate resource agency (e.g., CDFW) to determine suitable protection measures and/or mitigation measures and to determine if additional surveys or focused protocol surveys are necessary. Project activities may begin within the area only when concurrence is received from the appropriate resource agency.</li> <li>• Birds or their active nests shall not be disturbed, captured, handled or moved. Active nests cannot be removed or disturbed; however, nests can be removed or disturbed if determined inactive by a qualified biologist and if necessary for Project construction.</li> </ul>			
	<p><b>MM BIO-3: Focused Burrowing Owl Survey</b></p> <p>Although BUOW was not observed on site during the general wildlife survey, the BSA contains suitable habitat to potentially support BUOW in the future. A qualified biologist shall conduct a focused BUOW survey in accordance with the Staff Report on Burrowing Owl Mitigation (CDFW, 2012).</p> <ul style="list-style-type: none"> <li>• Following the completion of the survey, the biologist shall prepare a letter report summarizing the results of the survey. The report shall be submitted to VVTA prior to initiating any ground disturbance activities.</li> </ul>	VVTA and Qualified Avian Biologist	Field Verification	1. VVTA 2. VVTA 3. Prior to initiation of all ground disturbing activities

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<ul style="list-style-type: none"> <li>• If no BUOWs or signs of BUOW are observed during the survey and concurrence is received from CDFW, project activities may begin, and no further mitigation shall be required.</li> <li>• If BUOW or signs of BUOW are observed during the survey, the site will be considered occupied and impacts to BUOW shall be fully avoided. If impacts to BUOW are unavoidable, Project Proponent shall contact CDFW to inquire about attaining an Incidental Take Permit (ITP) and assist in the development of avoidance, minimization, and mitigation measures through an ITP, prior to commencing project activities. The list of potential measures to avoid impacts to BUOWs described below shall be implemented.               <ul style="list-style-type: none"> <li>○ Construction BUOW Protection Measures. Construction BUOW Protection Measures. A biological monitor shall be onsite to monitor any BUOW or signs of BUOW. If any BUOW not previously detected are observed then the biologist shall consult with VVTA and CDFW to determine the appropriate path forward</li> </ul> </li> </ul>			
	<p><b>MM BIO-4: Biological Monitor, Project Limits, and Designated Areas</b></p> <p><b>Biological Monitor</b></p> <p>A biological monitor shall monitor activities that result in tree or vegetation removal to minimize the likelihood of inadvertent impacts on nesting birds and special-status wildlife species, with special attention given to any protected species observed during the pre-construction breeding bird surveys. Monitoring shall also be conducted periodically during construction activities to ensure no new nests are built during any vegetation removal or demolition activities between February 1 and September 15. The biological monitor shall ensure that all BMPs, avoidance, protection and mitigation measures described in the relevant project permits and reports are in place and are adhered to.</p> <p>The biological monitor shall have the authority to temporarily halt all construction activities and all non-emergency actions if sensitive species and/or nesting birds are identified and would be directly affected. The monitor shall notify the appropriate</p>	<p>VVTA Qualified Biologist</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to and during Construction</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p>resource agency and consult if needed. If necessary, the biological monitor shall relocate the individual outside of the work area where it will not be harmed. Work can continue at the location if the applicant and the consulted resource agency determine that the activity will not result in adverse effects on the species.</p> <p>The appropriate agencies shall be notified if a dead or injured protected species is located within the project site. Written notification shall be made within 15 days of the date and time of the finding or incident (if known) and must include location of the carcass, a photograph, cause of death (if known), and other pertinent information.</p> <p><b>Project Limits and Designated Areas</b></p> <p>To avoid impacts on sensitive biological resources, the project proponent shall implement the following measures prior to project construction and commencement of any ground-disturbing activities or vegetation removal.</p> <ul style="list-style-type: none"> <li>• Specifications for the project boundary, limits of construction, project-related parking, storage areas, laydown sites, and equipment storage areas shall be mapped and clearly marked in the field with temporary fencing, signs, stakes, flags, rope, cord, or other appropriate markers. Construction limits shall be fenced with orange snow screen. Exclusion fencing should be maintained until the completion of all construction activities. Employees shall be instructed that their activities are restricted to the construction areas. All markers shall be maintained until the completion of activities in that area. Construction employees shall strictly limit their activities, vehicles, equipment, and construction materials to the proposed project footprint and designated staging areas and routes of travel. The construction area(s) shall be the minimal area necessary to complete the project and shall be specified in the construction plans.</li> <li>• To minimize the amount of disturbance, the construction/laydown areas, parking areas, staging areas, storage areas, spoil areas, and equipment access areas shall be restricted to designated areas. To the extent possible, designated areas shall comprise existing disturbed areas (parking lots, access roads, graded areas, etc.).</li> </ul>			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<ul style="list-style-type: none"> <li>Project related work limits shall be defined, and work crews shall be restricted to designated work areas. Disturbance beyond the actual construction zone is prohibited without site specific surveys. The footprint of disturbance shall be minimized to the maximum extent feasible. Access to sites shall be via pre-existing access routes to the greatest extent possible. If sensitive biological resources are detected in the area to be impacted, then appropriate measures shall be implemented to avoid impacts (i.e., flag and avoid, erect orange snow fencing, biological monitor present during work, etc.). However, if avoidance is not possible and the sensitive biological resources will be directly impacted by project activities, the biologist shall mark and/or stake the site(s) and map the individuals on an aerial map and with a GPS unit. The biologist shall then contact the appropriate resource agencies to develop additional avoidance, minimization and/or mitigation measures prior to commencing project activities.</li> <li>The project proponent shall ensure that construction activities will include measures to prevent accidental falls into excavated areas. The construction crew shall inspect excavated areas daily to detect the presence of trapped wildlife. All deep or steep-walled excavated areas shall be covered with tarp, and either be furnished with escape ramps or be surrounded with exclusionary fencing to prevent wildlife from entering them. Wildlife found in excavation areas should be trapped and relocated out of harm's way to a suitable habitat outside of the project area, if possible.</li> </ul>			
	<p><b>MM-BIO 5: General Vegetation and Wildlife Avoidance Protection Measures</b></p> <p>The BSA contains habitats which can support many wildlife species. The following general avoidance and protection measures to protect vegetation and wildlife shall be implemented to the extent practical:</p> <ul style="list-style-type: none"> <li>Cleared or trimmed vegetation and woody debris shall be disposed of in a legal manner at an approved disposal site. Cleared or trimmed non-native, invasive vegetation shall be disposed of in a legal manner at an approved disposal site as soon as possible to prevent regrowth and the spread of weeds.</li> </ul>	<p>VVTA Construction Contractor</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. During Construction</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<ul style="list-style-type: none"> <li>• The removal of native vegetation shall be avoided and minimized to the maximum extent practicable. Temporary impacts shall be returned to pre-existing contours and revegetated with appropriate native species.</li> <li>• Non-native species that prey upon or displace target species of concern should be permanently removed from the site to the extent feasible.</li> <li>• Vehicles and equipment shall be free of caked mud or debris prior to entering the project site to avoid the introduction of new invasive weedy plant species.</li> <li>• To minimize construction-related mortalities of nocturnally active species such as mammals and snakes, it is recommended that all work be conducted during daylight hours. Nighttime work (and use of artificial lighting) shall not be permitted unless specifically authorized. If required, night lighting shall be directed away from the preserved open space areas to protect species from direct night lighting. All unnecessary lights shall be turned off at night to avoid attracting wildlife such as insects, migratory birds, and bats.</li> <li>• If any wildlife is encountered during the course of project activities, said wildlife shall be allowed to freely leave the area unharmed.</li> <li>• Wildlife shall not be disturbed, captured, harassed, or handled. Animal nests, burrows and dens shall not be disturbed without prior survey and authorization from a qualified biologist.</li> <li>• Active nests of special-status or otherwise protected bird species cannot be removed or disturbed. Nests can be removed or disturbed if determined inactive by a qualified biologist.</li> <li>• To avoid impacts on wildlife and attracting predators of protected species, the project proponent shall comply with all litter and pollution laws and shall institute a litter control program throughout project construction. All contractors, subcontractors, and employees shall also obey these laws. These covered trash receptacles shall be placed at each designated work site and the contents shall be properly disposed at least once a week. Trash</li> </ul>			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p>removal will reduce the attractiveness of the area to opportunistic predators such as common ravens, coyotes, northern raccoons, and Virginia opossums.</p> <ul style="list-style-type: none"> <li>Contractors, subcontractors, employees, and site visitors shall be prohibited from feeding wildlife and collecting plants and wildlife.</li> <li>Disturbance near ponded water shall be limited during the rainy season. It could serve as potential habitat for amphibians and sensitive invertebrates.</li> </ul>			
	<p><b>MM BIO-6: Loggerhead Shrike Survey and Protection Measures</b></p> <p>The following measures are proposed to minimize impacts to loggerhead shrike, for which there is suitable habitat in the BSA.</p> <ul style="list-style-type: none"> <li>If construction activities would commence during the breeding/nesting period, a wildlife survey shall be completed by a qualified biologist to identify potential loggerhead shrike activity in the area of the project activities.</li> <li>Additional species surveys to determine presence/absence of birds prior to disturbances, from May 1 until the work start date, if the work start date is prior to August 31. Surveys are to occur weekly in May, every other week in June, and once per month in July and August (assuming no loggerhead shrike are observed).</li> <li>Incidental occurrences of other sensitive avian species such as Swainson’s hawk, prairie falcon, and Cooper’s hawk should also be recorded during the survey.</li> </ul>	<p>VVTA Construction Contractor</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to Construction</p>
	<p><b>MM BIO-7: § 2081 FGC Incidental Take Permit</b></p> <p>Western Joshua trees (WJT) are a state candidate for listing under CESA and will require a § 2081 FGC Incidental Take Permit (ITP) with compensatory mitigation for impacts or a WJTCA ITP (Fish &amp; G. Code, §§ 1927-1927.12), prior to the relocation, encroachment, removal, or take (California Fish and Game Code Section 86 defines "take" as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch,</p>	<p>VVTA</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to initiation of all ground disturbing activities</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p>capture, or kill") of WJT. For projects where take is incidental to carrying out an otherwise lawful activity, an ITP may be obtained from CDFW.</p> <p>Take of any CESA-listed species is prohibited except as authorized by state law (Fish and Game Code, §§ 2080 &amp; 2085 and §§ 1927-1927.12). Mitigation for CESA will occur at a minimum 1:1 or per the stem count per the WJTCA census in lieu fee. Per Section 1927.4 of the WJTCA, CDFW may authorize, by permit, the taking of a WJT if all of the following conditions are met: (1) The Project Proponent submits to CDFW for its approval a census of all western Joshua trees on the Project site, including photographs, that categorize the trees according to the following size classes: a. Less than one meter in height, b. One meter or greater but less than five meters in height, and c. Five meters or greater in height. (2) The Project Proponent avoids and minimizes impacts to, and the taking of, the western Joshua tree to the maximum extent practicable. Minimization may include trimming, encroachment on root systems, relocation, or other actions that result in detrimental but nonlethal impacts to western Joshua tree. (3) The Project Proponent mitigates all impacts to, and taking of, the western Joshua tree through the payment of in lieu mitigation fees. Each western Joshua tree stem or trunk arising from the ground shall be considered an individual tree requiring mitigation, regardless of proximity to any other western Joshua tree stem of trunk. Mitigation is required of all trees, regardless of whether they are dead or alive. (4) CDFW may require the Project Proponent to relocate one or more of the western Joshua trees.</p> <p>The incidental take permit issued by CDFW will contain a description of the proposed project and avoidance and minimization measures to reduce the project's impact on western Joshua trees. The applicant must satisfy all the conditions in the incidental take permit prior to implementing the project. Fees are required to be paid to CDFW.</p>			
	<p><b>MM BIO-8: Focused Botanical Surveys (Hesperia Transfer Hub Site)</b></p> <p>Prior to construction activities: to avoid impacts to special-status plant species, a qualified biologist shall survey the BSA and project site for the presence of the special-status plant species with the potential to occur (White Pygmy Poppy, White-bracted Spineflower, Booth's Evening Primrose, Beaver Dam Breadroot). See the Appendix B species list in the biological report included in <b>Appendix C2</b> of this document. The</p>	<p>VVTA Qualified Biologist</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to Construction</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p>focused plant surveys shall be conducted in accordance with standardized guidelines issued by the regulatory agencies and by CNPS. The surveys shall be conducted in the field at appropriate times of the year to coincide with the growing season and different blooming periods and when optimum conditions for identification (generally blooms, fruits, and leaves) are present. Biologists shall pay special attention to those habitat areas that appear to provide suitable habitat for special-status species.</p> <p>Every plant taxon that occurs on site shall be identified to the taxonomic level necessary to determine rarity and listing status, as feasible. Plant species shall be identified using plant field and taxonomical guides. All special-status plant species shall be identified, recorded in field notes, counted or estimated, and mapped on an aerial map or with a GPS unit.</p> <p>Following completion of the focused botanical surveys, the biologist shall prepare a focused botanical survey report in accordance with agency guidelines. The report shall: 1) summarize information regarding the habitat of the survey area and the habitat's suitability for special-status plants; 2) assess the potential presence of special-status plants onsite; 3) analyze the potential impacts on special-status plants from project development; and 4) recommend, as appropriate, BMPs, avoidance and protection measures, and mitigation measures to reduce or avoid potential impacts on special-status plants. The report shall include: 1) methods and results of the literature review and field surveys; 2) figures depicting the location of special-status plants; 3) a complete flora compendium; and 4) site photographs.</p>			
	<p><b>MM BIO-9: Protocol Trapping Surveys for the Mohave ground squirrel (Hesperia Transfer Hub Site)</b></p> <p>Prior to construction commencement: protocol trapping surveys for the Mohave ground squirrel shall be conducted in accordance with the <i>Mohave Ground Squirrel Survey Guidelines</i> (CDFW, 2023) by a biologist with a Memorandum of Understanding (MOU) from the CDFW to determine the presence or absence of this species.</p>	<p>VVTA Qualified Biologist</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to Construction</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p>A project-specific report shall be prepared and submitted to the appropriate CDFW regional office contact to support the environmental review process for the project. A current CDFW Mohave ground squirrel survey form spreadsheet must be included with project-specific reports.</p> <p>If Mohave ground squirrels are determined to be present in the BSA, consultation with the CDFW shall occur. Avoidance measures may include the restriction of construction activities for each phase of the project as necessary to avoid disturbance to the known burrows or establishment of exclusion zones (no ingress of personnel or equipment), installation of exclusionary fencing of the area where the species are found and posting of signs to publicize the sensitive nature of the area.</p>			
<p><b>Threshold 4.4 d):</b> Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p>	<p><b>MMs BIO-1</b> through <b>BIO-7</b> above.</p>	<p>VVTA Qualified Biologist</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. Prior to and during Construction</p>
<p><b>Threshold 4.4 e):</b> Would the project conflict with any local policies or ordinances protecting biological resources, such</p>	<p><b>MM BIO-10: Native Desert Vegetation Survey and Protected Plant Preservation Plan</b> The City of Hesperia’s Municipal Code (Chapter 16.24) requires preservation of Joshua trees given their importance in the desert community. A Protected Plant Preservation Plan (which is required by City Municipal Code) shall be prepared and submitted to the City for review and approval. A native desert</p>	<p>VVTA Qualified Biologist</p>	<p>Field Verification</p>	<p>1VVTA 2. VVTA 3. Prior to and during Construction</p>

<b>TOPICAL AREA IMPACT</b>	<b>MITIGATION MEASURE</b>	<b>RESPONSIBLE PARTY</b>	<b>MONITORING ACTION</b>	<b>1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE</b>
<p>as a tree preservation policy or ordinance?</p>	<p>vegetation survey must be conducted to produce findings that will guide the formation of this plan. The survey objective is to evaluate the health and general condition of the western Joshua trees and creosote bush present on the project site. A project-specific plan will provide further guidance regarding the transplant and/or preservation of the western Joshua trees and protection for creosote rings “10 feet or greater in diameter” as per § 16.24.150 of City Municipal Code. Transplant suitability of the western Joshua trees will be determined by the results of the survey.</p> <p>This survey shall be conducted by a qualified arborist. The plan shall incorporate survey data, identify and outline preconstruction survey methods for the native desert vegetation on the project site, describe preconstruction and construction-phase biological monitoring and transplant methods that are applicable, or outline any identified CDFW permit and Memorandum of Understanding requirements for active relocation, if either is necessary. The Plan shall include details of protective actions regarding the western Joshua trees on the project site.</p> <p>A qualified City-approved biologist or arborist with the concurrence of VVTA shall be retained to conduct any relocation/transplanting activities and should follow the protocol of the city’s Municipal Code and Protected Native Vegetation Plan provided by the city’s Planning Division. The Protected Plant Preservation Plan shall include details regarding criteria and requirements when conducting transplanting activities such as the following:</p> <p>The Joshua trees shall be retained in place or replanted somewhere on the site where they can remain in perpetuity or shall be transplanted to an off-site area approved by the City where they can remain in perpetuity. Joshua trees identified as not suitable for transplanting shall be cut up and discarded according to City requirements.</p> <p>One week prior to excavation, earthen berms shall be created around each tree by the biologist and the trees shall be watered during the week prior to transplanting. Watering the trees prior to excavation will help make excavation easier, ensure the root ball will hold together, and minimize stress to the tree.</p> <p>Prior to moving, holes to accept the trees shall be excavated at the pre-selected location. Trees shall be placed and oriented in the same direction as their original direction. The</p>			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	holes shall be backfilled with native soil, and the transplanted tree shall be immediately watered. All trees must be tagged on their north-facing side prior to moving to ensure they will be placed in the same direction. The Protected Plant Preservation Plan shall include a watering schedule to ensure the survival of the transplanted trees. The watering program shall be based upon the needs of the trees and the local precipitation.			
<b>4.5 Cultural Resources</b>				
<p><b>Threshold 4.5 b):</b> Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5.</p>	<p><b>MM CUL 1:</b> In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and VVTA shall be notified. The project applicant shall retain an archaeologist who meets the Secretary of the Interior’s Professional Qualifications Standards for Archaeology who will be notified and afforded the necessary time to recover, analyze, and curate the find(s). The qualified archaeologist will recommend the extent of archaeological monitoring necessary to ensure the protection of any other resources that may be in the area.</p> <p>A local Native American monitor will also be contacted and retained to conduct monitoring on the remainder of the ground disturbing work. Any identified cultural resources shall be recorded on the appropriate DPR 523 (A-L) form and filed with the South Central Coastal Information Center. Construction activities may continue on other parts of the project site while evaluation and treatment of prehistoric archaeological resources takes place. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.</p> <p>If significant pre-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.</p>	<p>Qualified Archaeologist Construction Contractor</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. During construction activities</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
<p><b>Threshold 4.5 c):</b> Would the project disturb any human remains, including those interred outside of formal cemeteries.</p>	<p><b>MM CUL 2:</b> If human remains are encountered during excavations associated with this project, all work in the immediate vicinity (within a 100-foot buffer of the find) of the discovery shall cease and the San Bernardino County Coroner will be notified pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project (§ 5097.98 of the Public Resources Code). The Coroner will determine whether the remains are recent human origin or older Native American ancestry. If the coroner, with the aid of the supervising archaeologist, determines that the remains are prehistoric, they will contact the NAHC. The NAHC will be responsible for designating the Most Likely Descendant (MLD). The MLD (either an individual or sometimes a committee) will be responsible for the ultimate disposition of the remains, as required by § 7050.5 of the California Health and Safety Code. The MLD will make recommendations within 24 hours of their notification by the NAHC. These recommendations may include scientific removal and nondestructive analysis of human remains and items associated with Native American burials (§ 7050.5 of the Health and Safety Code).</p>	<p>Construction Contractor  San Bernardino County Coroner</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. During project construction activities</p>
<b>4.7 Geology and Soils</b>				
<p><b>Threshold 4.7 f):</b> Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</p>	<p><b>MM GEO-1</b> Prior to the issuance of a grading permit, VVTA shall retain the services of a qualified paleontologist for the project. During construction, should paleontological resources be encountered, the paleontologist shall develop, as needed, a Paleontological Resources Impact Mitigation Plan (PRIMP) to mitigate the potential impacts to unknown buried paleontological resources that may exist onsite for the review and approval by the appropriate authority. The PRIMP shall require that the paleontologist perform paleontological monitoring of any ground disturbing activities within undisturbed native sediments during mass grading, site preparation, and underground utility installation. The project paleontologist may reevaluate the necessity for paleontological monitoring after 50 percent or greater of the excavations have been completed.</p>	<p>VVTA Qualified Paleontologist  Construction Contractor</p>	<p>Monitoring, Assessment, Recovery, and Curation</p>	<p>1. VVTA 2. VVTA 3. Prior to the issuance of grading permit; During project construction activities</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p>In the event paleontological resources are encountered, ground-disturbing activity within 50 feet of the area of the discovery shall cease. The paleontologist shall examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered. Criteria for discarding specific fossil specimens will be made explicit. If the qualified paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by project planning, then recovery may be applied. Actions may include recovering a sample of fossiliferous material prior to construction, monitoring work and halting construction if a significant fossil needs to be recovered, and/or cleaning, identifying, and cataloging specimens for curation and research purposes. Recovery, salvage and treatment shall be done at VVTA's expense. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the paleontologist. Resources shall be identified and curated into an established accredited professional repository. The paleontologist shall have a repository agreement in hand prior to initiating recovery of the resource.</p>			
<p><b>4.18 Tribal Cultural Resources</b></p>				
<p><b>Threshold 4.18 b):</b> Would the project cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in</p>	<p><b>MM TCR-1:</b> The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.  Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the</p>	<p>VVTA Construction Contractor Qualified Archaeologist Tribal Monitor</p>	<p>Field Verification</p>	<p>1. VVTA 2 VVTA 3. During construction activities</p>

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
Public Resources Code § 5020.1(k)?	applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.			
	<p><b>MM TCR-2 - Tribal Cultural Resources and Archaeological Monitoring:</b></p> <p>The project archaeologist, in consultation with interested tribes, the developer, and VVTA, shall develop an Archaeological Monitoring Plan (AMP) to address the details, timing, and responsibility of archaeological and cultural activities that will occur on the project site. Details in the AMP shall include:</p> <ul style="list-style-type: none"> <li>Monitoring of project-related ground disturbance (including, but not limited to, brush clearing, grading, trenching, etc.) coordinated with these construction-related activities;</li> <li>The development of a simultaneous monitoring schedule in coordination with the developer and the project archeologist for the designated Native American Tribal Monitors from the two consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with the project archaeologist;</li> <li>The protocols and stipulations that the developer, VVTA, Tribes, and project archaeologist will follow in the event of inadvertent TCR discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.</li> </ul> <p>At least 30 days prior to application for a grading permit and before any brush clearance, grading, excavation, and/or ground disturbing activities on the site, the developer shall retain a tribal cultural monitor(s) to monitor all ground-disturbing activities in an effort to identify any unknown TCRs.</p> <p>Pursuant to the AMP, a tribal monitor from the consulting tribe(s) shall be present during the initial grading activities. The tribal monitor(s) shall be present during all ground disturbing work, not only if something is found during initial grubbing.</p>	VVTA Construction Contractor Qualified Archaeologist Tribal Monitor	Field Verification	1. VVTA 2 VVTA 3. During construction activities

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	<p><b>MM TCR-3:</b> Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. If funerary objects are discovered during grading or archeological excavations, they shall be treated in the same manner as bone fragments that remain intact, and the construction contractor and/or qualified archeologist shall consult with the San Manuel Band of Mission Indians tribe.</p>	<p>Construction Contractor Qualified Archaeologist</p>	<p>Field Verification</p>	<p>1. VVTA 2. VVTA 3. During construction activities</p>
	<p><b>MM TCR-4:</b> As specified by California Health and Safety Code § 7050.5, if human remains are found on the project site during construction or during archaeological work, the San Bernardino County Coroner’s office shall be immediately notified and no further excavation or disturbance of the discovery or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code § 5097.98. The Coroner would determine within two working days of being notified, if the remains are subject to his or her authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) within 24 hours. The NAHC would make a determination as to the Most Likely Descendent.</p>	<p>Project Contractor San Bernadino County Coroner Native American Heritage Commission</p>	<p>Field Verification</p>	<p>1 VVTA 2. VVTA 3. During construction activities</p>