



**SAN JOAQUIN COUNCIL  
OF GOVERNMENTS**

**REQUEST FOR PROPOSALS  
2022 REGIONAL  
TRANSPORTATION PLAN  
ENVIRONMENTAL IMPACT  
REPORT**

RELEASED JUNE 22, 2020

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## I. INTRODUCTION

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The San Joaquin Council of Governments (SJCOG) is seeking proposals from qualified firms for professional services to prepare an Environmental Impact Report (EIR) for the Regional Transportation Plan (RTP) for San Joaquin County in accordance with the California Environmental Quality Act (CEQA). The EIR will evaluate potential impacts of the proposed Regional Transportation Plan (RTP) 2022 Update and must also be completed in compliance with Fixing America's Surface Transportation Act (FAST Act); Senate Bill (SB) 375; and any other applicable state and federal environmental laws.

The RTP is used to guide the development of the Regional and Federal Transportation Improvement Programs (RTIP and FTIP) as well as other transportation programming documents and plans. The RTP outlines the region's goals and policies for meeting current and future mobility needs, providing a foundation for transportation decisions by local, regional and state officials that are ultimately aimed at achieving a coordinated and balanced transportation system. The RTP identifies the region's transportation needs and issues, sets forth actions, programs, and a plan of projects to address the needs consistent with adopted policies and goals, and documents the financial resources needed to implement the plan. The RTP will incorporate the following required elements: Policy, Action, Financial and Sustainable Communities Strategy (SCS) or Alternative Planning Strategy (APS), if necessary.

This Request for Proposals (RFP) describes the project, the required scope of services, the consultant selection process and the minimum information that must be included in the submitted proposals. The selected firm will work directly with representatives of SJCOG on the coordination and completion of all deliverables and work products.

## II. REGIONAL BACKGROUND

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SJCOG's mission is **to partner with local governments, the private sector, and community groups as a forum, facilitator and administrator of regional programs, and to advocate for regional and interregional issues in the development of a comprehensive strategy to achieve resolution.**

SJCOG is the designated federal Metropolitan Planning Organization (MPO) and State Regional Transportation Planning Agency for San Joaquin County. The agency operates under a joint powers agreement among its seven member municipalities and the County of San Joaquin.

SJCOG's Board consists of one council member (or Mayor) from each of six cities, three members of the Stockton City Council, and three members from the San Joaquin County Board of Supervisors. Ex-officio members include Caltrans, the San Joaquin Regional Transit District, and the Port of Stockton.

Located in California's fertile and burgeoning northern San Joaquin Valley, San Joaquin County is a prosperous setting for business and industry. Centrally located between the San Francisco Bay Area, Sacramento and the Sierra Mountains, the county provides quick access to national markets via an extensive freeway network, major freight rail lines, the biggest inland deep-water channel in California and a regional airport. The Bay Area remains the major urban center of Northern California and it also continues to be a key center of employment for San Joaquin County residents. In excess of 68,320 out-commuters from San Joaquin County cross the Altamont Pass on Interstate 205 daily for employment destinations in the Bay Area. As a result of the numerous major employment centers located outside of the County, the average one-way commute time for San Joaquin County residents exceeds 29 minutes.

Currently home to an estimated 732,212 residents, San Joaquin County is one of the fastest growing regions in California. While much of this growth is "spillover" from the Bay Area, other geographical and quality of life attributes throughout the County contributes to increased urbanization.

The growth trends are having profound effects on the ability of local agencies to finance, deliver and maintain the infrastructure needed to support the population. Although SJCOG deals primarily with transportation-related issues, many of the same concerns regarding the impact of growth apply to other issues - such as protection of farmland and resource areas, health related impacts, housing affordability, and economic competitiveness.

The transportation system in San Joaquin County provides mobility throughout the region. It consists of the roadway network, including U.S. and state highways, local arterials and roadways, public transit systems, bicycle and pedestrian facilities, and airport and rail (passenger and freight) facilities designed to move residents and visitors across and through the county. As the MPO and the RTPA, the San Joaquin Council of Governments coordinates the region's transportation projects and programs and promotes regionalism in transportation investment decisions.

### III. PROJECT PURPOSE, DESCRIPTION AND APPROACH

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#### Purpose & Description

SJCOG, as both the MPO and the RTPA for San Joaquin County, has the statutory responsibility to develop a comprehensive minimum 20-year vision of the region's transportation system. The 2022 RTP will cover a 32-year period from 2018 to 2050. The RTP is an action-oriented document used to achieve a coordinated and balanced regional transportation system. In accordance with federal and state mandates and guidelines, SJCOG must also prepare an Environmental Impact Report to comply with the requirements of CEQA, as well as applicable provisions in the FAST Act (Title 23 SFR Parts 450 and 500), SB 375 and other relevant state and federal environmental laws. The environmental document should inform stakeholder groups,

elected decision-makers, the general public, and other local, State, and Federal agencies of the proposed actions and potential environmental effects of implementing the transportation and land-use strategies in the proposed 2022 RTP/SCS.

SB 375, known as the Sustainable Communities and Climate Protection Act (Steinberg), was signed into law in 2008. It required the inclusion of the Sustainable Communities Strategy as a new element in the RTP. As an integral part of the RTP, the SCS: 1) identified areas in San Joaquin County sufficient to accommodate all of the region's population, including all income groups, and 2) set forth a forecasted development pattern, which when integrated with the transportation system, reduces GHG emissions from automobiles and light trucks. Specifically, the SCS must address the following components:

1. Identify the general location of uses, residential densities, and building intensities within the region;
2. Identify areas within the region sufficient to house all of the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation and employment growth;
3. Identify areas within the region sufficient to house an eight-year projection of the regional housing need for the region pursuant to Government Code Section 65584;
4. Identify a transportation network to service the transportation needs of the region;
5. Gather and consider the best practically available scientific information regarding resource areas and farmland in the region as defined in subdivisions (a) and (b) of Government Code Section 65080.01;
6. Consider the state housing goals specified in Government Code Section 65580 and 65581;
7. Set forth a forecasted development pattern for the region, which, when integrated with the transportation network, and other transportation measures and policies, will reduce the greenhouse gas emissions from automobiles and light trucks to achieve, if there is a feasible way to do so, the greenhouse gas emission reduction targets approved by the state board; and
8. Allow the regional transportation plan to comply with Section 176 of the federal Clean Air Act (U.S.C. Sec. 7506).

If the RTP/SCS falls short of the greenhouse gas target reductions, the affected MPO must prepare an Alternative Planning Strategy (APS) that does achieve the targets. Unlike the SCS, the APS is not formally a part of the RTP. As such, it can include other strategies, such as pricing strategies or new funding sources, not available or appropriate in the fiscally constrained RTP. The 2018 RTP/SCS achieved the greenhouse gas reduction targets set for San Joaquin County.

The RTP will identify the regional transportation network and significant corridors, and the integration of transportation modes with a focus on mobility opportunities. The EIR will analyze project impacts on the physical environment to include:

- Land Use
- Visual Resources
- Transportation

- Air Quality (state federal, and toxic air contaminants)
- Greenhouse Gases/Climate Change
- Noise
- Energy
- Geology
- Hydrology & Water Resources
- Biological Resources
- Cultural Resources
- Cumulative Impacts

The RTP EIR is prepared as a program-level document that analyzes the effects of proposed actions for all modes of transportation, as well as other issues and concerns such as transportation control measures and demand management, congestion management, and intelligent transportation systems. As a programmatic EIR, it is to be prepared at a level of detail necessary to facilitate effective tiering by lead agencies for future transportation and development projects, particularly with regard to potential SB 375 CEQA streamlining.

SB 375 provides streamlining of CEQA requirements for specific residential and mixed-use residential projects and transit priority projects consistent with Public Resource Code Sections 21155.1 and 21159.28. The EIR must be prepared at a level of detail and analysis to allow for CEQA streamlining of development projects meeting the specified criteria, with a particular emphasis on the cumulative and growth-inducing impacts.

## EIR Approach

The 2022 RTP will build upon the 2018 RTP, the second RTP to incorporate the requirements of SB-375 (i.e. Sustainable Communities Strategy). The Sustainable Communities Strategy will cover a period from 2018 to 2050 as it is an integral component of the RTP. The 2022 plan update will focus on an overhaul of current and future scenario development. While plans and policies will still build off of the 2018 plan, how plans and policies are implemented may differ. To explore a range of challenging policy questions, SJCOG has developed a revised scenario initiative to better explore these challenges that the region may face. The revised scenario development steps include:

1. Collaborate
  - a. Collaborate and create 3 “futures” to explore in detail. In conjunction with a consultant, experts, and elected officials will develop scenarios to analyze. The “futures” will incorporate external forces and assumptions up until year 2050.
2. Identify
  - a. Identify which strategies would be most effective to address the challenges posed by each scenario. Outreach workshops to encourage stakeholders, local agencies, and the public to learn about the futures and share which strategies they think would improve outcomes in each future. T
3. Analyze
  - a. Analyze and simulate the extent to which future outcomes for the San Joaquin County region may improve as a result of selected strategies.

Since a new standalone programmatic EIR for the RTP is necessary to evaluate potentially significant environmental effects of the plan and to identify strategies to avoid or mitigate significant environmental effects, it is expected that the EIR will differ from the 2018 EIR. Prior thresholds of significance and mitigation strategies may remain appropriate for use in the new EIR, with any changes driven by explicit changes or additions to the plan, or by new statutory requirements, if any.

## IV. GENERAL SCOPE OF SERVICES

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The consultant will be responsible for the following general scope of services:

**Project Management:** The consultant will manage all project tasks; submit written monthly progress reports with invoices, and schedule regular check-in conference calls at a minimum of bi-weekly with the SJCOG RTP EIR project manager. Monthly progress reports will include percent of completion for each task, deliverables completed, and any recommended adjustments to the project schedule. Any variables causing schedule delay should be discussed with the SJCOG project manager during the weekly or bi-weekly conference calls.

SJCOG staff will schedule a project kick-off meeting within one week of the notice to proceed or fully executed contract, depending on project need.

The consultant will be responsible for the retention of all electronic or hard copy files for the project and will provide SJCOG with an electronic version of all reports, technical memos, and data prior to the completion of the project. Data files will include any spreadsheets, technical reports, and geographic information system (GIS) files relied upon to reach the conclusions presented in the EIR.

**Notice of Preparation (NOP) and Initial Study:** The consultant will be responsible for preparing the Notice of Preparation and Initial Study and facilitating at least one public scoping meeting. The consultant will review and assess NOP comments and provide recommendations on how to respond to these comments and address them during the preparation of the EIR.

**Environmental Impact Report (EIR):** The consultant will prepare an internal review draft of the document for SJCOG staff review and comment. Comments will then be incorporated into the draft EIR. The draft EIR will include all required sections which are described in Article 9, Sections 15120-15132 of the CEQA Guidelines. The consultant will provide an electronic file (CD) and a PDF file compatible for placement on SJCOG's web site.

**Public Outreach:** The consultant will be responsible for attending no more than two SJCOG Board of Directors meetings (one of which is a public hearing), two Technical Advisory Committee (TAC) and two public workshops. The consultant will work with SJCOG staff in the development of their presentation materials for the public meetings. The consultant will be responsible for recording all public and Board comments and including a summarization of comments in the EIR. The consultant will be responsible for preparing written responses to comments received during the EIR public review period. Comments and responses to

comments are to be included in the EIR. Public meeting format should be flexible to allow for virtual and/or in-person meetings as circumstances dictate.

**Mitigation Monitoring and Reporting Program (MMRP):** The consultant will prepare a MMRP to ensure the implementation of mitigation measures identified to mitigate any adverse environmental effects of the project. The MMRP shall be included in the EIR as an appendix.

**Final EIR:** The consultant will prepare a Final EIR consistent with the requirements of CEQA Guidelines Section 15132. The final EIR will include a summary of any changes made to the draft EIR that were incorporated into the final EIR. The consultant will provide an electronic file (CD) and a PDF file compatible for placement on SJCOG's web site.

**Findings and Statement of Overriding Considerations (if applicable):** If needed, consultant will prepare findings and a statement of overriding considerations for approval by the SJCOG Board.

**Other Requirements:** The proposed project scope should allow for a contingency for additional unanticipated tasks. The scope of any contingency tasks must have SJCOG approval in advance of their completion.

## V. SCOPE OF WORK, CONTRACT PERIOD, AND BUDGET

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**Scope of Work:** A sample scope of work is included as Attachment A to this RFP. Proposers may utilize the provided scope of work or modify this scope based on their knowledge of required project tasks. Upon issuance of a notice to proceed, SJCOG and the selected consultant will meet to refine and agree upon the final project scope. The final agreed upon scope necessary to complete the project will be included as part of the final executed contract.

**Contract Period:** SJCOG expects to issue a notice to proceed upon SJCOG Board approval of the consultant selection (anticipated for August 27, 2021); work on the project will commence upon the Notice to Proceed and is expected to be completed by June 30, 2022. For contract close out purposes, the contract end date will be December 31, 2022.

**Budget:** SJCOG estimates the budget for this project at one hundred forty-five thousand (\$145,000) through fiscal years 20/21 and 21/22. Proposers may submit higher budget proposals based on their understanding of the work effort required. However, cost and cost-effectiveness are one of the criteria on which proposals will be evaluated.

## VI. AVAILABLE RESOURCES

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The most recent RTP/SCS and associated Environmental Impact Report (adopted June 2018) are available at the following link:

<https://www.sjco.org/DocumentCenter/View/4196/SJCOG-2018-RTP-SCS-FEIR---FINAL?bidId=>.

The following additional background material is available for use at the SJCOG office by consultants who have determined that they will submit a proposal in response to this RFP:

- 2018 RTP
- 2018 RTP Programmatic EIR
- 2018/2019 Congestion Management Plan Update
- 2000 Altamont Pass Commuter Survey
- 2017 and 2019 Federal Transportation Improvement Program
- 2001 Multi-Species Habitat Conservation & Open Space Plan
- 2003 Port Access Study
- 2008 Regional Transit Systems Plan
- SJCOG Regional Housing Needs Allocation Plan (2014)
- 2018 Airport Land Use Compatibility Plan for San Joaquin County Airports
- 2016 Airport Land Use Compatibility Plan for Stockton Metropolitan Airport
- Measure K Renewal Strategic Plan
- Measure K Renewal Expenditure Plan

Please contact SJCOG staff for access to any document's consultant wishes to review.

## VII. PAYMENT

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The selected consultant will be paid by the following method: monthly invoices based upon the percent of work completed. Invoices will describe the work completed and benchmark(s) obtained. However, ten (10) percent of the payment will be withheld until the successful completion of the project.

## VIII. PROPOSAL CONTENT AND FORM

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The submittal should be concise, well organized, and demonstrate the consultant's qualifications and experience applicable to the project. As a suggestion and not mandatory, proposers should be concise and keep proposals within 14 pages. Not included in this suggestion are resumes, forms, dividers, front and back covers, cover letter, and letters of commitment from subcontractors or DBE documentation. The consultant's proposal shall contain sections as described in the following outline and include the information described.

### Cover Letter

Include a letter describing the firm's interest in providing the scope of services for the project. The person authorized by the firm to negotiate a contract with SJCOG shall sign the cover letter. Include the name, phone number, fax number and e-mail address of a contact person for the consultant selection process.

## Consultant Background

Provide the legal name and address of the consultant's company as well as the address of the office where the project manager will reside and where a majority of the work will be performed. Include the number of years consultant's company has been in business, the legal form of the company and any other relevant information concerning whether the consultant may or may not be financially capable of completing this project.

## Experience and Technical Competence

Describe the consultant's experience in completing similar consulting efforts. List three (3) successfully completed projects of a similar nature. For each completed project provide the name of the company and project manager the consultant performed work for, including telephone numbers, type of work performed, and dollar value of the contracts.

At a minimum the proposed project manager must have demonstrated experience preparing programmatic EIRs on land use and/or transportation plans. In addition, each EIR section writer should have recent experience working on regional land use and/or transportation plans.

## Project Understanding

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken. It should include, but is not limited to, the following elements:

1. Discussion of the project purpose;
2. Summary of the proposal/consultant's approach; and
3. The assumptions made in preparing the proposal.

## Knowledge and Understanding of Local Environment and Relevant Laws

Describe the consultant's experience working in the local environment and proposed local presence for interfacing with SJCOG staff. The environment includes, but is not limited to: cities, county, transit operators, Caltrans, and other local agencies' regulations and policies. Describe the consultant's experience with and knowledge of relevant State and Federal laws

## Project Organization and Key Personnel

Describe project organization including identification and responsibilities of key personnel. Provide an organizational chart showing the relationship among firm members and the agencies involved in the project. Provide resumes of key personnel and sub-consultants proposed for the project. Describe similar studies the team has completed. Describe the role of the project manager and key staff in those studies.

Provide three (3) references for the project manager and key team members from their work on similar projects including client's name and telephone numbers. Indicate the workload of

the project manager and key team members and their capacity to complete the scope of services.

## Statement of Impartiality

The nature of this project requires an impartial unbiased approach on the part of the consultant team. This submittal shall include a statement declaring that the consultants and sub-consultants are not currently, and will not, during the performance of these services, participate in any other similar work involving a third party with interests currently in conflict or likely to be in conflict with SJCOG's interests.

## Cost Estimate

As previously noted, the budget for this project is estimated at \$145,000. Provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided identifying: 1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs; 2) an estimate of all other direct costs, such as materials and reproduction costs; and 3) an estimate of sub-consultant services if needed. No sub-consultant or other direct cost markup will be allowed. Direct costs will be reimbursed in accordance with the State of California rules, regulations, and limitations. As previously noted, proposers may submit higher budget proposals based on their understanding of the work effort required. However, cost and cost effectiveness are one of the criteria on which proposals will be evaluated.

## Work Plan/Scope of Work

This section should present a work plan to accomplish the tasks as described in the scope of work. The work plan should discuss how the consultant will conduct the identified tasks; clearly identify deliverables and describe in detail the schedule that delivers the EIR within the time frame for SJCOG's overall plan adoption schedule. The tasks should be discussed in sufficient detail to convey an understanding of the project's component tasks. The proposal may include additional tasks or sub-tasks that the consultant believes are necessary. The schedule should include the expected sequence of tasks, subtasks, and milestones. A sample Scope of Work/Work Plan has been included in Attachment A.

# IX. CONSULTANT SELECTION PROCESS AND PROPOSAL EVALUATION

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SJCOG will conduct the selection process based on the following outline:

Consultant qualifications will be evaluated by a selection committee consisting of staff from SJCOG and various representatives of its member jurisdictions and agencies as determined necessary. The Selection Committee will evaluate the proposals based on the outlined content requirements described in Section IX. Each member of the Selection Panel will use

the same evaluation criteria and categories to score the proposals. The proposals will be evaluated based on the following scoring criteria:

<b>The Proposal</b>	
Comprehension of the Project	15
Thoroughness of the Proposal	15
Climate Change Strategy (AB 32 and SB 375 Compliance)	10
Meeting the RFP Objectives	10
Project Delivery Time	10
<b>Consultant Qualifications</b>	
Qualifications & Experience of Team	25
References	5
Cost Efficiency	10
<b>Total</b>	<b>100</b>

The most promising firms may be invited to interview with the Selection Committee to explain their relevant experience, project understanding, and their approach to completing the project, if deemed necessary during the initial proposal review. The panel will rank the firms and recommend to the SJCOG Board of Directors that contract negotiations be initiated with the highest-ranking firm. If negotiations with the highest-ranking firm are unsuccessful, negotiations will be conducted with the next highest-ranking firm. This process will be repeated until an acceptable contract is negotiated.

## X. GENERAL INFORMATION

### Independent Capacity

Consultant and the agents and employees of Consultant, shall act in an independent capacity in the performance of this Agreement, and not as officers, employees or agents of SJCOG. No officer, member, or employee of SJCOG or other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his or her tenure or for one year thereafter.

### Covenant of No Interest

Consultant agrees to comply with SJCOG's "Conflict of Interest Code." Said Code has been adopted in accordance with the requirements of the Political Reform Act of 1974.

Consultant hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not knowingly acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement.

Consultant further covenants that in the performance of this work, no person having any such interest shall be employed. The term "conflict" shall include, at a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and SJCOG's Conflict of Interest Code, as that term is applied to consultants.

In accomplishing the scope of services of this Agreement, Consultant may be performing a specialized or general service for the SJCOG, and there is a substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, employees of the Consultant or the Consultant itself may be subject to disclosure pursuant to SJCOG's Conflict of Interest Code. If in fact this applies to the Consultant a Statement of Economic Interest, also known as a Form 700, must be filed.

## Contract

SJCOG and CONSULTANT will negotiate a final scope of services that will be part of the executed agreement.

## Proposal Submittal

1. Each CONSULTANT shall submit four (4) hard copies and one electronic copy of their statement of qualifications to SJCOG. Proposals must be submitted in a sealed envelope in response to this RFP. Proposals must be received no later than 5:00 PM, on Friday, July 17, 2020 at the following address:

San Joaquin Council of Governments 555 East Weber Avenue

Stockton, CA 95202

Attn: Rebecca Calija / DN / TK

2. Late Submittal. SJCOG shall deem a proposal is late if received at any time after 5:00 PM on Friday, July 17, 2020. This is a firm deadline and no submittals will be accepted after this time. Postmarks, email submittals and faxes will not be accepted.
3. Disqualification. Failure to comply with the requirements of the RFQ may result in disqualification. SJCOG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in submittals. If a submittal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. Errors and ambiguities in submittals, including project cost estimate, will be interpreted in the favor of SJCOG.

4. Amendments to RFP. SJCOG reserves the right to amend the RFP by addendum or to waive minor irregularities. If necessary, the submittal deadline will be extended to allow proposers additional time to respond to the RFP addendum.
5. Schedule:

Activity Date	
RFP Distributed	June 22, 2020
Deadline for Questions	July 16, 2020
Proposal Submittal Deadline	July 17, 2020
Review Completed by Selection Committee	July 24, 2020
Oral Interviews, if necessary	August 3-August 7, 2020
Consultant Recommendation to SJCOG Board	August 27, 2020
Notice to Proceed	August 31, 2020

6. Inquiries. All questions regarding the RFP must be received in writing via mail, E-mail or hand delivery no later than July 17, 2020 addressed to:

Tim Kohaya or Hailey Lang

San Joaquin Council of Governments 555 East Weber Avenue

Stockton, CA 95202

Email: kohaya@sjcog.org or lang@sjcog.org

## Solicitation Disclaimer

All documents become the property of SJCOG upon submission. Cost of preparing, submitting, and presenting qualifications and participating in an interview is at the sole expense of the consultant. SJCOG has the right to reject any or all of the submittals received as a result of this solicitation. Solicitation of submittals in no way obligates SJCOG to contract with any firm or individual. The decision to award a contract is at the discretion of the SJCOG Board of Directors.

## Disadvantaged Business Enterprise (DBE)

As SJCOG has established a Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26 and may utilize Federal Funds, this procurement may be subject to DBE regulations in accordance with Title 49, Code of Federal Regulations, part 26 (49 CFR 26). The inclusion of a Disadvantaged Business Enterprise firm on the consultant team should be noted by name of firm and amount of budget expenditure for that firm.

Caltrans established an overall DBE goal of 18 percent for FFY 2019-2021. The overall goal is to be achieved in split proportions, through race-neutral and race conscious measures. Therefore, a separate contract goal may be assigned on future procurements. Please refer to the following website for guidance: [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep)

For FTA Race Neutral requirements, please refer to the following website for guidance:

<https://www.transit.dot.gov/funding/procurement/bppm-disadvantaged-business-enterprise>

## Notice to Proposers: Disadvantaged Business Enterprise Information

### *Disadvantaged Business Enterprise (DBE) [Verbatim as is stated in 26.13(a)]*

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

### *Contract Goal*

Although DBE participation goals have not been set for the agreement, SJCOG encourages the participation of DBEs, as defined in 49 CFR 26, in performing Agreements financed in whole or in part with federal funds. Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals to ensure the participation of DBEs in the performance of agreements financed in whole or in part with Federal Funds to achieve its federally mandated Statewide overall goal, as defined in 49 CFR 26. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal of 17.6% for FFYs 2019-2021. Please refer to the following website for guidance: <https://www.transportation.gov/small-business/disadvantaged-business-enterprise-dbe-program> or <http://www.dot.ca.gov/hq/bep/>.

### *Directory*

This project is subject to a combination race-neutral/race conscious requirements. Please refer to the following website for assistance. <http://www.dot.ca.gov/obeo/index.html>

### *Good Faith Efforts*

The DBE policy requires contractors to follow Good Faith Effort Guidelines; however, they are limited to UDBEs. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian-Pacific Americans.

### *DBE Certification*

DBE Bidders Listing (Attachment C) must be completed for all contractors and subcontractors regardless of DBE affiliation.

Only DBE firms currently certified per 49 CFR Part 26 will participate as DBEs in our program. Such certification must be issued by Caltrans, FHWA, FTA, DOT, MPO, City, County, or State in accordance with 49 CFR Part 26. All contractors or subcontractors claiming to be a certified DBE must provide a valid DBE certification.

SJCOG will not deny award to contractors based on DBE participation that demonstrate they have used good faith efforts to achieve DBE participation.

Contractors must provide the following information with the initial proposal or before entering into a contractual agreement with SJCOG.

1. The name, addresses, & phone number of all bidding firms
2. NAICS code by firm
3. The dollar amount of participation of each firm.
4. Proof of DBE certification if claimed.
5. Written confirmation named DBE's will participate.
6. If DBE participation is not achieved, evidence of good faith efforts may be required.

Prime contractors are required to maintain records and document payments to all subcontractors for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of SJCOG, Caltrans, FHWA, FTA or DOT. This reporting requirement also extends to any certified DBE subcontractor. The contractor shall maintain records showing the name and address of each subcontractor, the date of payment, and total dollar figure paid to each subcontractor.

SJCOG will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, or local laws.

**Nondiscrimination:** The Authority will never exclude any person from participation in, deny any person the benefit of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. The Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the Caltrans DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**Title VI of the Civil Rights Act of 1964:** The selected consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority businesses enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or nation origin in consideration of an award.

### *Contract Assurance [Verbatim as is stated in 26.13(b)]*

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy, as recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

### *Prompt Payment*

#### *Prompt Progress Payment to Subcontractors*

SJCOG requires contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### *Prompt Payment of Withheld Funds to Subcontractors*

SJCOG requires prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied with the following provisions:

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subcontractor in the event of a dispute involving late payment or nonpayment by the Consultant, deficient

subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

### *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions*

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The following attachments are incorporated by reference and are included in Attachment C:

- "Bidders List Data Form"
- "DBE/UDBE Participation"

## XI. CONTRACT PROVISIONS

- A. Insurance Requirements: Without limiting SJCOG's right to obtain indemnification from the consultant or any third parties, the selected consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract.

Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name San Joaquin COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by San Joaquin COG, its officers,

agents, and employees, shall be given excess only and not contributing with insurance provided under the Contractor's policies herein.

Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000. Professional liability insurance of at least \$1,000,000 is required. Worker's compensation insurance is also required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to San Joaquin COG. The selected consultant shall provide certification of said insurance to San Joaquin COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to SJCOG's satisfaction, that such insurance coverage's have been obtained and are in full force; that San Joaquin COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names SJCOG, its officers, agents and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned, that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by San Joaquin COG, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to San Joaquin COG.

In the event the selected consultant fails to keep in effect at all times insurance coverage as herein provided, San Joaquin COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

- B. Contract Assurance: DBE regulations require the following contract assurance statement in every DOT-assisted contract and subcontract: "The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate."
- C. Prompt Payment: Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the

agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

- D. Method of Payment: Payment to the selected consultant will be made upon successful completion of project tasks as invoiced by the consultant. Ten (10%) percent of the invoiced amount will be reserved and will be paid to the consultant upon successful completion of the entire project.

# ATTACHMENT A: SAMPLE WORK PLAN / SCOPE OF WORK

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The sample scope is provided for use by the proposing consultant firm. Proposers may deviate from, add, or subtract from this scope based on their understanding of the project.

## Phase 1: Kick-Off, Scoping, Setting Updates Estimated Schedule (August 2020-July 2021)

### Task 1: Kick-Off Meeting

Within one (1) week of the Notice to Proceed, SJCOG Staff will coordinate and schedule a kick-off meeting with the selected Consultant to refine schedule and project scope. Tasks in the scope of work will be assigned to responsible parties. This final scope of work will become part of the final executed contract between SJCOG and the selected consultant.

Consultant will propose a detailed flow of data and analysis between SJCOG's technical staff and consultant staff, including responsibilities for data collection, land-use and transportation modeling, mapping, and analysis. The focus will be on critical path data needed by the consultant to adhere to a proposed schedule based on adoption deadlines for the 2022 RTP/SCS and associated environmental document. The current anticipated adoption date is June 23, 2022.

At this time consultant will raise and address any specific areas of concern to be considered when preparing the EIR and propose ways to address them. This includes legal issues and unknowns regarding pending legislation or other regulatory or statutory issues.

**Deliverable #1:** Refined schedule, refined scope, tasks assigned to responsible party, proposed workflow, and meeting minutes.

### Task 2: Update to Environmental Setting

SJCOG staff will provide consultant with an editable version of the 2018 EIR for the consultant to update the Environmental setting and introductions to each topical chapter. This update should incorporate any changes to the DEIR incorporated into the Final EIR, new legislation and/or relevant court decisions, and changes in regulations or approach since the 2018 EIR. The Environmental Setting includes two components:

1. Description of the existing baseline natural, economic and social environmental setting (to include population, employment, transportation services and travel demand).
2. Description of the horizon year (2050) natural, economic and social environmental setting projections (to include population, employment, transportation services and travel demand).

**Deliverable #2:** Redlined/strikeout version of revised/refreshed portions of previous EIR.

### Task 3: EIR Scoping Process

Consultant will prepare an Initial Study and Notice of Preparation (NOP). Consultant will participate in one or two scoping meetings as determined necessary. These meetings may be in-person or virtual as circumstances warrant. Consultant will be responsible for preparing presentation materials (presentation materials, display boards, or handouts) and will be available to respond to comments during the meeting(s). SJCOG staff will respond to questions concerning the RTP.

Consultant and SJCOG staff will meet after the close of the NOP comment period to review any comments received. Consultant will prepare a list of written and oral comments and recommend how to address the comments in the EIR.

**Deliverable #3:** Scoping Meeting attendance, NOP Comments Meeting and NOP Comments Memorandum.

## Phase 2: Technical Analysis and Project Impact Analysis (August-October 2021)

### Task 4: Confirm EIR Alternatives

Consultant will provide feedback regarding the performance of the identified alternatives during the writing of the Impact Analyses for each topical chapter. If an additional or modified alternative is necessary to satisfy the requirements of CEQA, Consultant will advise SJCOG and incorporate the necessary changes.

For purposes of establishing the project budget, assume the EIR will analyze at a comparative level consistent with the requirements of CEQA, a No Project alternative and three additional alternatives. At this stage of the analysis, Consultant will prepare a brief memo advising SJCOG staff of the performance of the alternatives in terms of adequacy under CEQA.

**Deliverable #4:** EIR Alternatives Memo

### Task 5: Prepare EIR Introductory Chapters

The consultant will update the Introduction, Study Approach and Overview of the Proposed Project chapters.

**Deliverable #5:** Introduction and Study Approach Chapter, Overview of the Proposed Project Chapter for the 2022 RTP Draft EIR.

### Task 6: Impact Analysis

CONSULTANT will conduct the environmental assessment of the proposed project and alternatives to the proposed project for all environmental issue areas identified for this EIR. This task includes, but is not limited to:

- Conducting all necessary technical studies and analysis;
- Conducting all analyses for the DEIR, including but not limited to the following:

- Conducting impact assessment of the proposed project and alternatives for all environmental issue areas;
- Conducting analysis related to SB 743;
- Conducting analysis related to the Habitat Conservation Plan;
- Identifying level of significance for all environmental impacts;
- Conducting cumulative impact and growth-inducing impact evaluations;
- Identifying mitigation measures for all significant impacts (including assigning appropriate entity/lead agency responsible for carrying out the mitigations);
- Preparing all supporting graphics and GIS-based maps;
- Preparing all necessary data tables;
- Preparing all necessary appendices;
- Coordinating with the agency GIS and modeling team to develop an inventory of all appropriate land use, transportation and air quality data sets including data sources, gaps, limitations, definitions, etc., and as defined by SB 375 statute; and
- SJCOG will be responsible for the following to be integrated/utilized by the Consultant in the EIR as appropriate:
  - Travel demand modeling and transportation analysis for the project and all alternatives
  - Estimation of greenhouse gas emissions from the transportation sector for the project and all alternatives;
  - Air quality emissions from the transportation sector for the project and all alternatives; and
  - Toxic air contaminants from the transportation sector for the project and all alternatives.

For the items above, the Consultant will review all output, coordinate with SJCOG technical staff regarding results, prepare all maps and figures, and ensure CEQA compliance and document consistency.

As part of the environmental assessment, the Consultant will identify all impacts (including direct, indirect, and cumulative impacts), and develop useful and effective mitigation measure(s) for each identified impact.

The Consultant will identify significant impacts that can be mitigated, their level of significance after mitigation, and identify unavoidable significant impacts.

The Consultant will revise and update all EIR chapters, using work products from all tasks identified above as appropriate.

The Consultant will also prepare all the necessary supporting graphics (i.e., bar charts, pie charts, tables, etc.) and GIS-based maps, data tables, and technical appendices. The Consultant will be responsible for identifying and using the most up-to-date literature, maps, databases and other resources, as available and appropriate, and will document all sources. Report graphics and maps will be designed for black and white printing, however, if needed, certain graphics and maps may be designed for color printing.

SJCOG technical staff will map proposed transportation projects and land use characteristics in GIS, but Consultant will prepare final graphics and maps for the EIR. Consultant will coordinate with SJCOG technical staff when designing and creating all maps that will become report graphics in the EIR document. This coordination activity among agency staff and the Consultant is intended to identify the appropriate software, map layers, formats, file transfers, and other technical mapping and graphics details. The Consultant will provide SJCOG all finished maps in hard-copy and electronic format, along with supporting map layers, so that SJCOG can print and modify the maps, if necessary.

**Deliverable #6:** Revised EIR Part Two chapters – Impact Analyses; Revised EIR

## Phase 3: Alternatives Analysis and All Other Chapters/Section (August-November 2021)

### Task 7: Assess EIR Project Alternatives

The Consultant will assess the environmental effects of the project alternatives for all identified environmental issue areas. Consultant will design and conduct the alternatives analysis in a way that: (a) assesses the environmental effects of each alternative; (b) compares the environmental effects of the alternatives to the proposed project in an easy-to-understand matrix; (c) identifies the environmentally superior alternative; and (d) allows decision makers to potentially select and adopt any one alternative over the proposed project.

**Deliverable #7:** Draft Alternatives Analysis Chapter

### Task 8: Evaluate Significant Irreversible, Growth-Inducing and Cumulative Impacts

The Consultant will assess the impacts of all proposed alternatives in several subject areas specifically required by CEQA, including significant irreversible, growth-inducing and cumulative impacts with SJCOG's assistance on transportation-related effects. Consultant shall prepare the "Other CEQA Considerations" chapter, using work products from all tasks identified above as appropriate.

**Deliverable #8:** Draft Chapter on Other CEQA Considerations

### Task 9: Prepare Executive Summary

Consultant will prepare the Executive Summary including a summary table that lists all the impacts and mitigation measures for each resource category.

**Deliverable #9:** Executive Summary chapter

### Task 10: Prepare Administrative Draft

Consultant will integrate all completed work from above tasks into a single administrative DEIR for review by the SJCOG Project Manager and the agency project team. The administrative DEIR shall include but is not limited to, the following key elements:

- Executive Summary that explains the purpose and scope of EIR, EIR organization, study approach, RTP/SCS background, agency and public consultation effort, environmentally superior alternative, summary of impacts and mitigation, and so on;
- Introduction and Study Approach Chapter;
- Overview of the Proposed Project Chapter;
- Chapters on Environmental Assessments;
- Chapter on Alternatives Analysis;
- Chapter on Other CEQA Considerations; and
- All necessary report graphics; “front matter” (which includes title page, table of contents, list of figures and tables, etc.); and “back matter” (which includes report authors, technical appendices, etc.).

The Consultant will prepare an EIR that is legally defensible. Tables and graphs shall be used to explicitly illustrate findings. All text must be written in clear and concise prose that is easily understood by decision makers and the general public. The Consultant will provide the SJCOG Project Manager the administrative draft EIR in both Microsoft Word and PDF formats for internal review.

**Deliverable #10:** Complete Administrative Draft EIR

## Phase 4: Draft EIR (DEIR) (January 2022)

Consultant will review the agency staff comments on all prior deliverables and prepare a DEIR that fully responds to all agency staff comments and concerns.

### Task 11: Complete DEIR (electronic copy)

The Consultant will review the agency staff comments on the administrative DEIR and prepare a final DEIR that fully responds to all agency staff comments and concerns and is ready for public release. The Consultant shall submit electronically all documents referenced in the EIR in order to satisfy the requirements of CEQA Guidelines Section 15087(c)(5). The Consultant will be responsible for filing a Notice of Completion (NOC) and NOA with the State Office of Planning and Research and county clerk of San Joaquin County, including paying the cost of the filing fees (which includes county clerk processing fee, CA Department of Fish and Wildlife filing fee payment, and any other applicable filing fees).

The Consultant will file on the same day that SJCOG releases the DEIR for the 45-day public review. The Consultant will provide the SJCOG Project Manager with documentation that the NOC and DEIR have been properly filed. SJCOG will be responsible for distribution of the Notice of Availability for the DEIR to other parties as required under CEQA and publishing the public notice in an appropriate newspaper(s).

**Deliverable #11:** Draft EIR (3 printed copies, 2 stick drive copies), and electronic copies (WORD and PDF) in a format satisfactory to SJCOG and Filing Documentation with State Office of Planning and Research and the San Joaquin County Clerk's Office.

## Phase 5: Final EIR (FEIR) and Certification (February-June 2022)

### Task 12: Attend Hearings on DEIR

SJCOG will hold up to three public hearings on the Draft RTP/SCS and DEIR. The Consultant will attend the hearing or hearings and keep a record of all written and verbal comments received. The Consultant will assist SJCOG with preparing presentation materials for the public hearings as needed.

**Deliverable #12:** Attend hearings; prepare presentation materials; provide record of public comments.

### Task 13: Assess DEIR Comments

At the close of the comment period SJCOG will provide copies of all comments to the Consultant. The Consultant will be responsible for compiling, bracketing, and numbering all written and oral EIR comments and assessing requirements for responses. The Consultant will then prepare a matrix of comments by number and make recommendations regarding who should draft the response (Consultant or SJCOG staff). The Consultant will attend a meeting with SJCOG staff to discuss the comments and recommendations. SJCOG will address and prepare responses to comments on the plan, and transportation and air quality-related comments. However, the Consultant will review and provide technical comments on the draft responses to these topics to ensure CEQA compliance and document consistency.

**Deliverable #13:** Prepare comment matrix; attend comment review meeting.

### Task 14: Prepare Administrative Final EIR

The Consultant will coordinate with SJCOG regarding the preferred format for the FEIR. The Consultant shall prepare written responses to the DEIR comments, and integrate those responses prepared by others for inclusion in the Final EIR. The Consultant will recommend and make the appropriate changes to the DEIR to reflect any necessary technical corrections or revisions in response to comments. The revised text of the DEIR will be a section in the Final EIR. To the extent comments are submitted before the close of the comment period, the Consultant will begin drafting responses to those letters. SJCOG will address and prepare responses to comments on the plan, and transportation and air quality-related comments.

However, the Consultant will review and provide technical comments on the draft responses to these topics to ensure CEQA compliance and document consistency.

**Deliverable #14:** Administrative FEIR

### Task 15: Prepare Final EIR

The Consultant will review the agency staff comments and prepare a Final EIR that fully responds to all agency staff comments and concerns.

**Deliverable #15a:** Complete Final EIR (electronic copy)

The Consultant will review the SJCOG staff comments on the administrative FEIR and prepare a final Final EIR that fully responds to all agency staff comments and concerns and is ready for public release. SJCOG will be responsible for distribution of the Notice of Availability for the FEIR to other parties as required under CEQA and publishing public notice in an appropriate newspaper(s).

**Deliverable #15b:** Final EIR (x printed copies, y stick drive copies), and electronic copies (WORD and pdf) in a format satisfactory to SJCOG.

## Task 16: EIR Certification

The Consultant will draft the Mitigation Monitoring and Reporting Program (MMRP) as part of the EIR certification process. The Consultant will finalize the MMRP based on comments received from SJCOG staff. The Consultant will work closely with SJCOG legal counsel to prepare the Findings of Fact for certification of the FEIR. The Consultant will attend Plan adoption hearings to answer questions on the EIR and CEQA process. Following certification of the EIR and adoption of the plan, the Consultant will prepare and file the Notice of Determination (NOD) with the State Office of Planning and Research and the San Joaquin County Clerks, including paying the cost of the filing fees (which includes county clerk processing fee, the CA Department of Fish and Wildlife filing fee payment, and any other applicable filing fees). The Consultant will provide SJCOG with the documentation that the NOD has been filed. The filing must be completed within three days after joint certification of the Final EIR.

**Deliverable #16:** Mitigation Monitoring and Reporting Program; Attend hearings; Notice of Determination

## ATTACHMENT B: PLANNER CHECKLIST

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### **Proposal Contents**

- \_\_\_\_\_ Did you include a Cover Letter?
- \_\_\_\_\_ Did you include Consultant Background?
- \_\_\_\_\_ Did you include Experience and Technical Competence?
- \_\_\_\_\_ Did you include Project Understanding?
- \_\_\_\_\_ Did you include Knowledge and Understand of Local Environment and Relevant Laws?
- \_\_\_\_\_ Did you include Project Organization and Key Personnel?
- \_\_\_\_\_ Did you include a Statement of Impartiality?
- \_\_\_\_\_ Did you include a Cost Estimate?
- \_\_\_\_\_ Did you include a Workplan/Scope of Work?
- \_\_\_\_\_ Did you include a DOT Job Bidders List Form?
- \_\_\_\_\_ Did you include a DBE Form?
- \_\_\_\_\_ Did you include documentation on Good Faith Efforts if DBE goal was not met?

## ATTACHMENT C: DBE FORMS

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See following pages for information.