EXECUTIVE COMMITTEE MEMBERS WILL RECEIVE A UNIQUE PANELIST LINK BY EMAIL. PLEASE USE THIS LINK TO PARTICIPATE IN THIS MEETING.

EXECUTIVE COMMITTEE AGENDA

MONDAY, SEPTEMBER 26, 2022

4:30 p.m.

Pursuant to Assembly Bill 361 and the findings made by CVAG, this meeting will only be conducted via video/teleconferencing.

INSTRUCTIONS FOR PUBLIC PARTICIPATION

Members of the public may use the following link:

https://us02web.zoom.us/j/88948320637?pwd=ZG5LWkpNaDd0OEt2aGFWOXlBeXp4UT09
Password: 983494

One Tap Mobile: +16699009128,,88948320637#
Dial In: +1 669 900 9128
Webinar ID: 889 4832 0637
Password: 983494

This will provide listening access and ability to address the Executive Committee when called upon.

IF YOU ARE UNABLE TO CONNECT VIA DIAL IN OPTION, PLEASE CALL 760-346-1127.

Public Comment is encouraged to be emailed to the Executive Committee prior to the Meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should beno more than 300 characters.

THIS MEETING IS HANDICAPPED ACCESSIBLE.
ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA.

1. **CALL TO ORDER** – Chair Steven Hernandez, Mayor, City of Coachella

2. **ROLL CALL** – **P5**

A. **Member Roster**

3. **PLEDGE OF ALLEGIANCE**

4. **AGENDA MODIFICATIONS (IF ANY)**

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

This is the time and place for members of the public to address the Executive Committee on agenda items. At the discretion of the Chair, comments may be taken at the time items are presented. Please limit comments to three (3) minutes.

6. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

7. **CONSENT CALENDAR**

A. **Approve the June 27, 2022 Executive Committee Meeting Minutes** **P6**

B. **Reaffirm that findings still exist, pursuant to Assembly Bill 361, and authorize continuation of remote teleconference/virtual meetings of CVAG committees** **P13**

C. **Authorize the Chair to execute Amendment No. 1 to the Implementation and Management Services Agreement with Desert Community Energy, contingent on the DCE Board's approval, to extend the existing staffing arrangement until October 30, 2027** **P14**

D. **Approve Amendment Number Two to the agreement with Southern California Mountains Foundation for the regional Tire Amnesty Program for an amount not to exceed $50,000 through October 31, 2023; and authorize the Executive Director and/or legal counsel to make clarifying changes before execution** **P17**

7.1 **ITEM(S) HELD OVER FROM CONSENT CALENDAR**

8. **DISCUSSION / ACTION**

A. **Design and Engineering Services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One** – Jonathan Hoy **P24**

Recommendation: Authorize the Chair and Executive Director to:
1) Execute a Professional Service Agreement with Michael Baker International (MBI) in an amount not to exceed $4,464,631.58 to provide design, engineering and environmental services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One; and

2) Execute Reimbursement Agreements with the Palm Springs and Cathedral City to outline the local share of project costs, with CVAG's share not to exceed $3,348,473.69, and allowing the Executive Director and/or legal counsel to make minor modifications prior to execution

B. Amendment No. 2 to the Reimbursement Agreement for the Avenue 48 between Van Buren Street and Dillon Road Widening Project – Eric Cowle P238

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement between CVAG, the County of Riverside and the City of Coachella for the Avenue 48 Between Van Buren Street and Dillon Road Widening Project, adding an amount not to exceed $3,450,000, with CVAG's share of $2,587,500, for the construction phase and extending the time trigger to commence construction to August 31, 2023; and authorize the Executive Director and/or legal counsel to make clarifying changes before execution

9. INFORMATION

a) Executive Committee Attendance P245

b) CVAG Regional Arterial Program – Project Status Report P246

c) Bicycle/Pedestrian Safety Program – Project Status Report P247

d) Status of I-10 Interchange Projects P248

e) Feedback from Members on the Continued Use of Virtual Meetings P249

f) Unaudited Investment Report through June 30, 2022 P251

g) Update on Property Assessed Clean Energy (PACE) program P252

h) Update on Inland Regional Energy Network Agreements, Governance and Programs P254

i) Overview of the 2022 Air Quality Management Plan P258

j) Update on Colorado River Shortages and Potential Impacts to the Salton Sea P259

k) Regional PM10 Street Sweeping Study P261

l) Member jurisdictions' contributions to CV Housing First P263

m) Update on the Navigation Center in the City of Palm Springs P265

n) Update on the State's Community Assistance, Recovery and Empowerment (CARE) Court P268

o) Regional Early Action Planning (REAP) 2.0 Program Overview and Next Steps P275

10. LEGISLATIVE ITEMS –

a) Update on Federal and State Advocacy Efforts – Emmanuel Martinez **P277**

b) Update from the League of California Cities – Erin Sasse **P279**

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

This is the time and place for members of the public to address the Executive Committee on items of general interest within the purview of this committee. Please limit comments to two (2) minutes.

12. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, December 5, 2022, at 4:30 p.m. via Zoom webinar.

13. CLOSED SESSION

Pursuant to the provisions of Government Code Section 54956.8, the Executive Committee will adjourn to Closed Session.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: Assessor Parcel Numbers 687-060-050, 687-062-066 and 680-340-002 (City of Cathedral City)

CVAG Negotiator: Tom Kirk, Executive Director

Negotiating Party: Welk Resort Group, Inc. and Welk Park North

Under Negotiation: Price and Terms of Payment for settlement related to CV Link

14. ADJOURNMENT

ITEM 2A

EXECUTIVE COMMITTEE

2022-2023 ROSTER

Jurisdiction	Members
City of Palm Springs, **Past Chair**	**Christy Holstege** Councilmember
City of Indio	**Waymond Fermon** Mayor
Twenty-Nine Palms Band of Mission Indians	**Darrell Mike** Tribal Chair
Torres Martinez Desert Cahuilla Indians	**Joseph Mirelez** Tribal Vice Chair
Cabazon Band of Cahuilla Indians	**Brenda Soulliere** Tribal Member
Agua Caliente Band of Cahuilla Indians	**Reid Milanovich** Chairman
City of Indian Wells	**Dana Reed** Mayor
City of Cathedral City	**Ernesto Gutierrez** Mayor
City of Palm Desert	**Kathleen Kelly** Councilmember
City of La Quinta	**Linda Evans** Mayor
City of Blythe	**Joseph DeConinck** Vice Mayor
County of Riverside	**Kevin Jeffries,** 1st District Supervisor **Karen Spiegel,** 2nd District Supervisor **Chuck Washington,** 3rd District Supervisor **V. Manuel Perez,** 4th District Supervisor **Jeff Hewitt,** 5th District Supervisor
City of Rancho Mirage	**Ted Weill** Councilmember
City of Desert Hot Springs, **Vice Chair**	**Scott Matas** Mayor
City of Coachella, **Chair**	**Steven Hernandez** Mayor

ITEM 7A

EXECUTIVE COMMITTEE
MINUTES OF MEETING
JUNE 27, 2022

The audio file for this committee meeting can be found at: http://www.cvag.org/audio.htm
Any handouts distributed during the meeting will placed in the meeting file.

1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Christy Holstege, Councilmember, City of Palm Springs, at 4:30 p.m. via a Zoom webinar, which was pursuant to Assembly Bill 361 and the findings made by CVAG, this meeting will only be conducted via video/teleconferencing.

2. ROLL CALL

A roll call was taken, and it was determined that a quorum was present. Those in attendance were as follows:

MEMBERS PRESENT	AGENCY
Mayor Waymond Fermon	City of Indio
Tribal Member Brenda Soulliere	Cabazon Band of Mission Indians
Councilmember Christy Holstege	City of Palm Springs
Mayor Steven Hernandez	City of Coachella
Mayor Dana Reed	City of Indian Wells
Mayor Ernesto Gutierrez	City of Cathedral City
Councilmember Kathleen Kelly	City of Palm Desert
Mayor Linda Evans	City of La Quinta
Vice Mayor Joseph DeConinck	City of Blythe
Supervisor Karen Spiegel	County of Riverside 2nd District *(Arrived at Item 6)*
Supervisor V. Manuel Perez	County of Riverside 4th District
Councilmember Ted Weill	City of Rancho Mirage
Mayor Scott Matas	City of Desert Hot Springs
Tribal Chair Reid Milanovich	Agua Caliente Band of Cahuilla Indians

MEMBERS NOT PRESENT	AGENCY
Supervisor Kevin Jeffries	County of Riverside 1st District
Supervisor Chuck Washington	County of Riverside 3rd District
Supervisor Jeff Hewitt	County of Riverside 5th District
Tribal Chair Darrell Mike	Twenty-Nine Palms Band of Mission Indians
Tribal Vice Chair Joseph Mirelez	Torres Martinez Desert Cahuilla Indians

3. PLEDGE OF ALLEGIANCE

Mayor Steven Hernandez, City of Coachella, led the Executive Committee in the Pledge of Allegiance.

4. AGENDA MODIFICATIONS (IF ANY)

None.

5. PUBLIC COMMENTS ON AGENDA ITEMS

Brad Anderson expressed his opposition on Items 7B, 7F, 8C and 8D.

6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Executive Director Tom Kirk highlighted a recent presentation to the ITE conference, which was held in the City of Palm Springs, and the cooperation that led to successful transportation projects. Supervisor Perez, who was in attendance at the conference, suggested the presentation be held for local officials as a refresher course on the programs.

Chair Holstege reminded members of the General Assembly meeting, which would be held later in the evening.

7. CONSENT CALENDAR

IT WAS MOVED BY COUNCILMEMBER WEILL AND SECONDED BY MAYOR EVANS TO APPROVE THE CONSENT CALENDAR.

A. Approve the June 6, 2022 Executive Committee Meeting Minutes

B. Reaffirm that findings still exist, pursuant to Assembly Bill 361, and authorize continuation of remote teleconference/virtual meetings of CVAG committees

C. Authorize the updating of the signature cards and signatories for CVAG investments and banking, Subject to General Assembly Approving the Rotation for the 2022/2023 Chair

D. Receive and file the Single Audit for Federal Awards for the fiscal year ended June 30, 2021 and the Auditor's Communication on Internal Control Matters (SAS 115)

E. Appoint Agua Caliente Band of Cahuilla Indians Chairman Reid Milanovich and La Quinta City Manager Jon McMillen to serve on the CVAG Finance Committee for the term that runs from July 1, 2022 through June 30, 2025

F. Authorize the Executive Director to take the necessary steps to accept up to two surplus vehicles from the County of Riverside for use by the CV Housing First program

G. Appoint Coachella City Manager Gabriel Martin to serve as CVAG's representative on Riverside County's Emergency Medical Care Committee for a three-year term that ends on June 30, 2025

H. Authorize the Chairs of CVAG's Executive and Public Safety Committees to sign a letter of support for Assembly Bill 847, which establishes additional regulations to govern the manufacture or sale of Mylar and celebratory foil balloons

I. Adopt Resolution 2022-04, authorizing CVAG to act as lead applicant for funding from CalRecycle for the Used Oil Recycling Program; and authorize the Chair to execute Amendment No. 4 with HF&H Consulting for a not to exceed amount of $45,160 through June 30, 2023

THE MOTION TO CARRIED WITH 14 AYES, 5 MEMBERS ABSENT AND 2 ABSTENTIONS.

MAYOR FERMON	**AYE (ABSTAINED ON ITEM 7A)**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**
TRIBAL CHAIR MILANOVICH	**AYE**
MAYOR REED	**AYE**
MAYOR GUTIERREZ	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
VICE MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**AYE (ABSTAINED ON ITEM 7A)**
SUPERVISOR WASHINGTON	**ABSENT**
SUPERVISOR PEREZ	**AYE**
SUPERVISOR HEWITT	**ABSENT**
COUNCILMEMBER WEILL	**AYE**
MAYOR MATAS	**AYE**
MAYOR HERNANDEZ	**AYE**
COUNCILMEMBER HOLSTEGE	**AYE**

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

None.

8. DISCUSSION / ACTION

A. CVAG Officer Rotation for FY 2022/2023 – Jennifer Nelson

Clerk Jennifer Nelson provided the staff report.

IT WAS MOVED BY MAYOR FERMON AND SECONDED BY MAYOR REED TO NOMINATE THE REPRESENTATIVE FROM THE CITY OF COACHELLA TO SERVE AS FY 2022/2023 CHAIR AND THE REPRESENTATIVE FROM THE CITY OF DESERT HOT SPRINGS TO SERVE AS FY 2022/2023 VICE CHAIR

THE MOTION TO CARRIED WITH 14 AYES AND 5 MEMBERS ABSENT.

MAYOR FERMON	**AYE**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**

TRIBAL CHAIR MILANOVICH	**AYE**
MAYOR REED	**AYE**
MAYOR GUTIERREZ	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
VICE MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**AYE**
SUPERVISOR WASHINGTON	**ABSENT**
SUPERVISOR PEREZ	**AYE**
SUPERVISOR HEWITT	**ABSENT**
COUNCILMEMBER WEILL	**AYE**
MAYOR MATAS	**AYE**
MAYOR HERNANDEZ	**AYE**
COUNCILMEMBER HOLSTEGE	**AYE**

B. CVAG Fiscal Year 2022/23 Budget – Claude Kilgore

Finance/ Administration Director Claude Kilgore provided a staff report and responded to member comments.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR HERNANDEZ TO APPROVE RESOLUTION NO. 2022-005 ADOPTING CVAG'S 2022/2023 FISCAL YEAR ANNUAL BUDGET, SALARY SCHEDULE, AND ALLOCATED POSITIONS

THE MOTION TO CARRIED WITH 14 AYES AND 5 MEMBERS ABSENT.

MAYOR FERMON	**AYE**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**
TRIBAL CHAIR MILANOVICH	**AYE**
MAYOR REED	**AYE**
MAYOR GUTIERREZ	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
VICE MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**AYE**
SUPERVISOR WASHINGTON	**ABSENT**
SUPERVISOR PEREZ	**AYE**
SUPERVISOR HEWITT	**ABSENT**
COUNCILMEMBER WEILL	**AYE**
MAYOR MATAS	**AYE**
MAYOR HERNANDEZ	**AYE**
COUNCILMEMBER HOLSTEGE	**AYE**

C. Inland Regional Energy Network Agreements, Governance and Programs – David Freedman

Programs Manager David Freedman provided a detailed staff report and answered members questions.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY COUNCILMEMBER WEILL TO 1.) AUTHORIZE THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE THE PROGRAMS AND BUDGETS AGREEMENT, MEMORANDUM OF AGREEMENT, AND GOVERNANCE & OPERATIONS CHARTER FOR THE INLAND REGIONAL ENERGY NETWORK (I-REN) PROGRAM; AND 2.) DELEGATE THE CHAIR OF THE ENERGY & ENVIRONMENTAL RESOURCES COMMITTEE, OR WHEN ABSENT THE VICE CHAIR AND THEN THE EXECUTIVE DIRECTOR OR HIS DESIGNEE, AS THE CVAG VOTING REPRESENTATIVE ON THE I-REN EXECUTIVE COMMITTEE

THE MOTION TO CARRIED WITH 14 AYES AND 5 MEMBERS ABSENT.

MAYOR FERMON	**AYE**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**
TRIBAL CHAIR MILANOVICH	**AYE**
MAYOR REED	**AYE**
MAYOR GUTIERREZ	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
VICE MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**AYE**
SUPERVISOR WASHINGTON	**ABSENT**
SUPERVISOR PEREZ	**AYE**
SUPERVISOR HEWITT	**ABSENT**
COUNCILMEMBER WEILL	**AYE**
MAYOR MATAS	**AYE**
MAYOR HERNANDEZ	**AYE**
COUNCILMEMBER HOLSTEGE	**AYE**

D. CV Sync Update and Contract Amendment for Construction Management Services – Eric Cowle

Transportation Engineer Eric Cowle provided the update on the CV Sync project and it was noted by Supervisor Spiegel that the agreement amount was different then what was provided on the staff report. Staff confirmed that the amount on the agreement would be reflected in the motion to approve.

IT WAS MOVED BY MAYOR FERMON AND SECONDED BY MAYOR EVANS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH TKE ENGINEERING, INC. FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $7,458,648 FOR CONSTRUCTION MANAGEMENT SERVICES DURING PHASE II OF CV SYNC THROUGH MARCH 2025; AND AUTHORIZE THE EXECUTIVE DIRECTOR AND/OR LEGAL COUNSEL TO MAKE CLARIFYING CHANGES/REVISIONS BEFORE CONTRACT EXECUTION

THE MOTION TO CARRIED WITH 14 AYES AND 5 MEMBERS ABSENT.

MAYOR FERMON	**AYE**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**
TRIBAL CHAIR MILANOVICH	**AYE**

MAYOR REED	**AYE**
MAYOR GUTIERREZ	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
VICE MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**AYE**
SUPERVISOR WASHINGTON	**ABSENT**
SUPERVISOR PEREZ	**AYE**
SUPERVISOR HEWITT	**ABSENT**
COUNCILMEMBER WEILL	**AYE**
MAYOR MATAS	**AYE**
MAYOR HERNANDEZ	**AYE**
COUNCILMEMBER HOLSTEGE	**AYE**

9. INFORMATION

a) Executive Committee Attendance

b) CVAG Regional Arterial Program – Project Status Report

c) Bicycle/Pedestrian Safety Program - Project Status Report

d) Status of I-10 Interchange Projects

e) CVAG Meeting Calendar for Fiscal Year 2022/23

f) Inland Regional Energy Network Update

g) Revitalizing the Salton Sea: Recap of State and Regional Efforts

h) "The Path Forward and a Recap of Collaborative Efforts

i) Funding Resources for Homelessness Programs

j) Cooling Center Plans for Summer 2022

These items were placed in the agenda packet for members' information.

10. LEGISLATIVE ITEMS – Emmanuel Martinez and Erin Sasse, League of California Cities

a) Update on Federal and State Advocacy Efforts

b) Update from the League of California Cities

Senior Programs Manager Emmanuel Martinez gave an update on current advocacy efforts and answered members questions. No action was taken on these informational updates.

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Mr. Anderson stated he felt CVAG has limited the public's accessibility to meetings and recommended allowing the public to speak on each individual item as they appear on the agenda.

12. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, September 26, 2022, at 4:30 p.m. via Zoom webinar.

The next meeting of the **General Assembly** will be held on Monday, June 27, 2022, at 6 p.m. via Zoom webinar.

13. ADJOURNMENT

There being no further business, Chair Holstege adjourned the meeting at 5:13 p.m.

Respectfully submitted,

Jennifer Nelson
CVAG Executive Assistant/Clerk

ITEM 7B

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Remote Teleconference/Virtual Meetings Pursuant to Assembly Bill 361**

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Reaffirm that findings still exist, pursuant to Assembly Bill 361, and authorize continuation of remote teleconference/virtual meetings of CVAG committees

Background: All meetings of CVAG's standing committees are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq*.), and must be open and public so that any member of the public may attend and participate in the meetings.

Starting in March 2020, Governor Newsom issued a series of executive orders aimed at preventing the spread of COVID-19, as it was determined that social distancing was an important factor addressing the pandemic. Among these were Executive Orders N-25-20, N-29-20 and N-35-20 (collectively, the "Brown Act Orders") that waived the teleconferencing requirements of the Brown Act to allow legislative bodies to meet virtually.

On June 11, 2021, the Governor issued Executive Order N-08-21 to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, this order rescinds the Brown Act Orders, effective September 30, 2021. On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361), which effective October 1, 2021, allows legislative bodies to meet virtually provided the legislative body makes specific findings.

Specific Findings Required under AB 361:

The CVAG Executive Committee has previously made the following findings pursuant to AB 361:

1. A statewide state of emergency is currently in place;
2. State or local officials have imposed or recommended measures to promote social distancing in connection with COVID-19; and
3. Meeting in person would present imminent risks to the health or safety of attendees.

With this item, staff is recommending the CVAG Executive Committee confirm these findings still exist and continue remote/ virtual meetings, pursuant to AB 361. Additionally, CVAG staff would note that a survey was circulated this summer to get members' feedback on the virtual meeting format. A summary of results is provided as a separate information item in the agenda packet.

Fiscal Analysis: There are no additional costs to CVAG hosting virtual meetings. Committee members are paid the same stipends as they would in person.

ITEM 7C

Coachella Valley Association of Governments
Executive Committee
September 29, 2022

STAFF REPORT

Subject: **Staffing Agreement between CVAG and Desert Community Energy**

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Authorize the Chair to execute Amendment No. 1 to the Implementation and Management Services Agreement with Desert Community Energy, contingent on the DCE Board's approval, to extend the existing staffing arrangement until October 30, 2027

Background: Desert Community Energy (DCE) is community choice energy program that started in 2017 to provide residents and businesses with a choice in electricity service by procuring cleaner, greener electricity, reducing greenhouse gas emissions and investing in locally generated power sources. DCE is a joint powers authority is comprised of the Cities of Palm Springs and Palm Desert, and DCE launched service in the City of Palm Springs in April 2020.

CVAG, through direction from its Executive Committee and Energy and Environmental Resources Committee, spearheaded the initial planning efforts that led to DCE's formation. When the DCE JPA formed in 2017, a working group was formed to look at various governance structures. It was recommended that DCE follow the model that has proven successful for the Coachella Valley Conservation Commission (CVCC), and contract with CVAG to provide administrative and staffing services. The original agreement was approved by both the CVAG Executive Committee and the DCE Board of Directors in 2017, providing authority for CVAG to administer the program to get the program for a period of up to five years. Staff support includes meeting coordination, support to the board, oversight of consultants, and coordination of CCA implementation. Additionally, CVAG staff provide administrative support and accounting services including preparation of the budget, oversight of the annual audit, and management of the various DCE funds. Of the CVAG employees providing support for the CCA program, each only spend part of their time on the CCA program. DCE reimburses CVAG for all staff time incurred as well as non-employee costs incurred by CVAG while performing the services, such as supplies, legal services, consultant services and equipment.

The staffing agreement runs to October 30, 2022. CVAG staff is recommending a five-year extension to the agreement, with the same termination clause that allows for the agreement to be terminated at any time by either party with six-month written notice.

While one may ask whether CVAG should provide staff for a program that has launched in only one City to date, CVAG staff would argue that there are benefits to having CVAG's Energy and Sustainability staff engaged. Over the years, staff has noted many synergies to other regional programs, and the staffing arrangement ensures DCE compliments with, and doesn't overlap with, other programs. Such synergies are likely to increase with the launch of the Inland Regional Energy Network (I-REN), which is a $65 million program that will provide services valleywide. Additionally, staff would note that DCE is a highly technical program, and the CVAG team has developed expertise in the field to ensure the program is providing services not just effectively but efficiently.

Given the timing of the meetings, this agreement will not be presented to the DCE Board of Directors until September 28, 2022. As such, staff is recommending the Executive Committee's approval be conditioned on the DCE Board's endorsement.

Fiscal Analysis: The Agreement allows CVAG to invoice DCE based upon actual staff time spent plus allocated overhead rates not to exceed the rates paid by CVAG. In fiscal year 2022/23 budget, it is anticipated that the DCE reimbursement to CVAG will total $756,237.

Attachments: Amendment No. 1 to the CVAG-DCE Implementation and Management Services Agreement

AMENDMENT NUMBER ONE
to the
DESERT COMMUNITY ENERGY
SERVICES CONTRACT
for the
Implementation and Management Services

This **AMENDMENT NUMBER ONE** is made and entered into this 28th day of September 2022, by and between the **Coachella Valley Association of Governments**, a California joint powers agency **(CVAG)**, and **DESERT COMMUNITY ENERGY (DCE)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement date October 30, 2017 for Implementation and Management Services.

1. **This Amendment Number One extends the original five-year term of the contract for an additional five-year term to October 30, 2027, which may be terminated at any time by either party giving the other party six (6) months prior written notice.**

IN WITNESS WHEREOF, the parties hereto have caused this **Amendment Number One** to be executed by their duly authorized representatives on this date:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Steven Hernandez, Chair

DESERT COMMUNITY ENERGY

By: _____
Geoff Kors, Chair

ITEM 7D

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Amendment #2 with Southern California Mountains Foundation for Tire Amnesty Program**

Contact: Elizabeth Barnwell, Management Analyst (ebarnwell@cvag.org)

Recommendation: Approve Amendment Number Two to the agreement with Southern California Mountains Foundation for the regional Tire Amnesty Program for an amount not to exceed $50,000 through October 31, 2023; and authorize the Executive Director and/or legal counsel to make clarifying changes before execution

Energy and Environmental Resources Committee: Concurs (Meeting of September 15th)

Background: CVAG annually applies for funding from the California Department of Resources Recycling and Recovery (CalRecycle) for the Tire Amnesty Program. The program is run in partnership with Southern California Mountains Foundation (SCMF), allowing people around the Coachella Valley to dispose of waste tires to prevent dumping. The tires recycled through this program might otherwise have been dumped around the community and in open desert areas. The tires that are collected are all recycled into tire-derived aggregate, rubberized asphalt concrete or used for tire-derived products such as floor mats, drainpipes, mulch, office supplies and surfacing.

CVAG has participated in this grant program since 2011. After a competitive bid process, CVAG in January 2020 selected Southern California Mountains Foundation (SCMF) as the contractor for the program. The COVID-19 pandemic required some program changes in order to adjust to social distancing. With money remaining, CVAG in September 2021 authorized a no-cost contract extension that runs through September 29, 2022, which coincided with CalRecycle's Tire Amnesty Cycle 5.

CVAG has received additional funding as part of Cycle 6, which will fund events through October 2023. CVAG staff is recommending approval of a second contract amendment to the existing agreement with SCMF for the 2022/2023 program year, with SCMF continuing to provide all services it has contracted for in the past. CVAG staff and SCMF are planning a total of seven events for the 2022/2023 cycle, and the dates and locations are being coordinated with member jurisdictions.

Moving forward, CVAG staff plans to issue a request for proposals in conjunction with the regional used oil recycling program. The goal will be to find efficiencies and maximize resources. Based

on the timing of the request for proposals, any recommended contracts will come to CVAG's committees in 2023.

Fiscal Analysis: The Tire Amnesty Program is fully funded by a $50,000 grant from Cycle 6 of the Tire Amnesty Program. This covers consultant contract costs, event costs, CVAG staff time, and community outreach.

Attachments:

1. Amendment No. 2 to the agreement with Southern California Mountains Foundation
2. Proposed Budget
3. Scope of Work

AMENDMENT NUMBER TWO
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION
FOR THE
WASTE TIRE RECYCLING PROGRAM

This **AMENDMENT NUMBER TWO** is made and entered into this 26th day of September 2022, by and between **COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**, a California joint powers agency **("CVAG")**, and **SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION ("CONSULTANT")**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated January 15, 2020 for the Waste Tire Recycling Program.

1. **This Amendment Number Two extends the term of the Agreement to October 31, 2023 coinciding with the CalRecycle's amended Tire Amnesty 6 grant term extension.**
2. **This Amendment Number Two replaces Exhibit A. PRICE FORMULA in its entirety with the attached Exhibit A. PRICE FORMULA for a not-to-exceed amount of $50,000.**
3. **This Amendment Number Two replaces Exhibit B. SCOPE OF WORK in its entirety with the attached Exhibit B. SCOPE OF WORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Two to be executed by their duly authorized representatives on this date:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Steven Hernandez, Chair

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION

By: _____
Jennifer Prado, Executive Officer

EXHIBIT A

PRICE FORMULA

Please refer to the following page for a detailed breakdown of the FY2022-2023 project budget for the not to exceed amount of $50,000.

Coachella Valley Association of Governments

Category/Description		Cost/Event	Total Cost
Provide Waste Tire Amnesty Events			
Personnel (project/grant oversight)*			
CVAG:			
Contract Staff for Grant Oversight, Education			$ 7,500.00
($54 per hour (without benefits) for 139 hours)			
Labor (handling and collection of Tires)			
Personnel Costs are for each event			
City Staff (Recycling Technician or equivalent) for 7+ events		$ 305.45	$ 3,360.00
(1 staff @ 6 hours per event: 42 hours $80 per hour)			
Contract Staff for 7+ events			
1 staff @ 6 hrs per event: 42 hours $80 per hour		$ 305.45	$ 3,360.00
avg 2 staff @ 6 hrs per event: 84 hours $20 per hour		$ 240.00	$ 1,680.00
Contracts (removal, transportation, disposal)			
Waste Tire Hauler			
2 Haul Charge per Box ($350 per box, avg 4 boxes)		$ 2,800.00	$ 19,600.00
Disposal Charge ($55/ton, 4 boxes = 12 tons, 12tons x $55)		$ 660.00	$ 4,620.00
Additional Roll off w/o haul charge (3)		$ 1,050.00	$ 3,150.00
Disposal charge for additional Roll off (3)		$ 165.00	$ 495.00
($55/ton, roll off equivalent to 3tons)			
Materials and Equipment			
Miscellaneous material and equipment for each event		$ 150.00	$ 1,050.00
Education and Advertising			
Radio Advertising for Events (125 spots for $3,125.00)			$ 3,125.00
Printing: Event flyers, billing inserts, mailing			$ 1,875.00
Total Program Expenses			$ 49,815.00
Additional Events (TBD)			
Depending on actual expenses per event, there may be room in the budget for additional events.			
In-kind Matching Funds			
All other Cities labor hours/event - coordination; contracts			$ 185.00
1 Hourly Salary Rates include Salary & Eligible Benefits			
2 Average full load of tires in 40-yard bin is 3 tons, 266 tires (@ 30lbs/tire)			
	Estimated total tires	Cost/tire	Total Budget
	10,015	$ 4.99	$ 50,000.00

Contract No. CVAG-20-060-02

Project: Waste Tire Recycling Program

EXHIBIT B

SCOPE OF WORK

The following scope of work identifies the tasks that are basic elements of the Waste Tire Recycling Program. Consultant is encouraged to include recommendations and creative suggestions for enhancements to the program that could result in greater participation and more waste tire recycling. The consultant will be responsible for an initial meeting with CVAG staff to review scope of work, project tasks, role of key project participants, and deliverables for the program.

Waste Tire Recycling Events

Task 1: Event Coordination

- Survey participating cities to create a schedule of events, determine level of city staff participation at the events, assess advertising opportunities and preferences, and identify support needs for member jurisdictions
- Coordinate with auto parts and tire stores and local jurisdictions to reserve event dates.
- Coordinate the preparation and submittal of all necessary permits, certificates of insurance, and other documents as required.
- Develop detailed event schedule (up to 7 Events)

Event schedule:

TASK DESCRIPTION	***CONTRACTOR OR STAFF***	***TIMEFRAME*** (month/yr–month/yr)
2 Events in the City of Coachella	Southern California Mountains Conservation	October 2022 March 2023
2 Events in the City of Indio	Southern California Mountains Conservation	November 2022 January 2023
1 Event in the City of La Quinta	Southern California Mountains Conservation	December 2022
1 Event in the City of Rancho Mirage/Thousand Palms	Southern California Mountains Conservation	April 2023
1 Event in the City of Blythe	Southern California Mountains Conservation	February 2023

- Develop contract(s) for waste tire hauling and recycling with Waste Tire Hauler.
- Coordinate with Waste Tire Hauler on events, certification, and proper disposal.
- Develop logistics/operational plan and program details.

- Obtain commitment from retailers (auto part and tire stores) to post event information/advertise events
- Prior to each event, contact participating store to ensure sufficient capacity for used tires, that promotional items have been delivered, and confirm all event logistics.
- Ensure that one representative fluent in Spanish is available for each event.

Task 2: Event Education and Marketing

- Coordinate design, printing, and distribution of event flyers and other printed material with CVAG and member jurisdictions (English and Spanish).
- Coordinate with CVAG staff to develop event marketing/advertising (radio, print, other media), promotional items necessary to complete the program.
- Coordinate the development of contracts as appropriate for CVAG approval with media outlets for pre-event advertising and onsite programs.
- Create billing inserts in English and Spanish to be mailed with Waste Hauler billing.
- If requested by CVAG, consultant will obtain from two or three vendors' price quotes for promotional items, and media expenditures.

Task 3: Program Measurement and Monitoring

The grant funding from CalRecycle requires program measurement and monitoring to assess the effectiveness of the program in meeting goals. Program measurement and monitoring is also needed to assess program effectiveness in meeting needs of CVAG jurisdictions.

- Track and document for each Waste Tire Recycling Event, various program measurements including.
    - Location
    - Assessor Parcel Number/Address
    - Number of Tires o Number of Participants
    - Media Outreach (How did Participant become aware of event)
- Provide event data to participating auto parts & tire stores
- Include event data in reports to the Solid Waste and Recycling Technical Working Group.
- Coordinate with the event locations to collect data one month and three months after each event
- Provide a memorandum documenting the event statistics and assessment of program effectiveness.
- Help prepare final report to CalRecycle

Task 4: Grant Application and Report Assistance

The grant performance period ends September 30, 2023. The consultant is expected to prepare and submit the Final Report for the Waste Tire Amnesty Grant Program, in coordination with CVAG staff during the Report Preparation period October 23, 2023-October 30, 2023. The Final Report is due October 31, 2023.

Task 5: Provide Support at Meetings as Requested by CVAG

The consultant will be expected to provide support to the CVAG Solid Waste and Recycling Technical Working Group meetings as requested by CVAG. This support could include attendance at meetings to report on the Waste Tire Recycling Program, preparation of staff reports, and other updates on the program as needed.

ITEM 8A

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Design and Engineering Services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One**

Contact: Jonathan Hoy, Director of Transportation (jhoy@cvag.org)

Recommendation: Authorize the Chair and Executive Director to

1) **Execute a Professional Service Agreement with Michael Baker International (MBI) in an amount not to exceed $4,464,631.58 to provide design, engineering and environmental services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One; and**

2) **Execute Reimbursement Agreements with the Palm Springs and Cathedral City to outline the local share of project costs, with CVAG's share not to exceed $3,348,473.69, and allowing the Executive Director and/or legal counsel to make minor modifications prior to execution**

Transportation Committee: Recommended the Executive Director negotiate and execute a contract (Meeting of August 29)

Background: For decades, there have been plans to provide all-weather bridges at the low-water crossings on Ramon Road, Vista Chino Drive, Indian Canyon, and Gene Autry Trail. All of them are expensive projects that require years to design and hundreds of millions of dollars of state/federal funds to build. In recent years, CVAG's Transportation and Executive Committee have supported plans to find less expensive solutions to the roadways that frequently close due to flooding and blowsand. The change in approach came after the record-setting rainfall in February 2019 that prompted widespread flooding and blowsand issues on regional roadways. Indian Canyon, Gene Autry Trail, and Ramon Road were flooded at crossings of the Whitewater River stormwater channel. Emergency services personnel along with people travelling to work, school, doctor's appointments, and other locations were stuck at a standstill for hours. The traffic woes were particularly problematic to and from Palm Springs and Desert Hot Springs, although it impacted drivers across the entire Coachella Valley.

Through a competitive process, CVAG in 2019 hired Michael Baker International to complete a study that identified options that will reduce risks to travelers while protecting critical plant and animal species at the specific locations. The goal was to identify, develop, and evaluate alternative concepts that provide a level of flood protection appropriate for the specific location. Where locations are heavily travelled, a 100-year storm frequency design was considered and a

10-year storm frequency designs was considered for less travelled roadways. The solutions also needed to be compatible with the Coachella Valley Multiple Species Habitat Conversation Plan (CVMSHCP), as well as comply with local, county, and state design guidelines and follow good sound engineering practices.

In addition to structural solutions, the study identified non-capital, non-structural solutions that could address public safety and immediate concerns accessing local and regional medical centers and provide continuous and uninterrupted services by first responders and emergency personal, such as vehicles that can move emergency personnel and patients through or over flood and dust zones. The study also identified short-term solutions to address flooding and blowsand events, most notably the installation of changeable message signs that alert travelers in advance of roadway closures.

At the December 7, 2020, meeting, the CVAG Executive Committee considered the findings from the "Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley" and directed the Executive Director to coordinate with the Cities of Desert Hot Springs, Cathedral City and Palm Springs to further refine and advance the improvements identified in the study. The Flood and Blowsand assessment prioritized projects that would best fit the needs of the Western Coachella Valley during a flooding or emergency event, and they came at a substantially lower cost than previous solutions to frequently closed roadways. High, medium, and low priority rankings were assigned to projects based on emergency and evacuation access, traffic volumes and stormwater flows. After coordinating with the Cities of Desert Hot Springs, Cathedral City and Palm Springs, CVAG Transportation and Executive Committees in April 2021 prioritized improvements on North Indian Canyon Road (from Sunrise Parkway to Palm Station Road), Varner Road (from Mountain View Road to Date Palm Drive) and Date Palm Drive (from I-10 to Varner Road), which were identified in the study as project numbers INCN7, VRNR2, and DPLM5.

CVAG staff focused on finalizing a scope of work for the engineering and design stages of these projects. In May 2022, CVAG staff met with staff from the Cities of Desert Hot Springs, Cathedral City and Palm Springs on the three projects to obtain input on the approach. Based on the feedback, CVAG staff developed a Request for Proposals (RFP) in order to solicit bids from planning and engineering consultants for the required professional engineering services.

A Request for Proposal (RFP) was posted on July 6, 2022, and was widely circulated. CVAG received several inquiries from firms about the project and extended the deadline in order to give ample time for responses. However, only one proposal (as attached) was received by the August 16, 2022 deadline – from Michael Baker. Normally, CVAG would consider another extension to the deadline for the RFP or take other steps to encourage more submittals. However, CVAG staff heard from two large firms that, due to capacity, they would not be submitting. Additionally, Michael Baker brings unique experience and expertise to the project, and provided a strong proposal in response to the RFP. Michael Baker is a full-service consulting firm providing planning, engineering, surveying, and related professional services with staff in Ontario, Temecula, and Palm Desert offices serving the community of Coachella Valley since 1986. Michael Baker's lead staff will primarily be from their Palm Desert office.

Michael Baker's proposal was reviewed by a project development team that consisted of the staff from CVAG and the Cities of Desert Hot Springs, Palm Springs and Cathedral City. The scope of design work shall consist of improving the local agencies roads and bridges/culvert on

the above-mentioned roads segments. Bridge/culvert structures shall be designed to convey 100-year flood events at Whitewater River, Chino Canyon Creek, Willow Wash, Long Canyon Wash crossings. The roads shall include bike lanes and mitigation measure improvements for blowsand.

The proposed improvements shall meet state standards and requirements. All work and resulting facilities shall fully conform to the requirements set forth by the Federal Highways Administration (FHWA) and Caltrans. The project also includes coordination with local jurisdictions, utility companies and other stakeholders. All work and resulting facilities will fully conform to the current adopted Coachella Valley State Implementation Plan (CVSIP) for PM10 and including Best Management Practices during the construction process.

Due to RFP deadline as it relates to CVAG's meeting schedule, staff was still negotiating a price with Michael Baker when the Transportation Committee met on August 29. The Committee recommended the Executive Director negotiate and execute a contract to proceed with the work on Indian Canyon Drive (INCN7), Varner Road (VRNR2) and Date Palm Drive (DPLM5), which are shown on the enclosed areal map. That negotiation has resulted in the contract now being presented for the Executive Committee's approval. If approved, the design work shall start early October 2022. Staff will pursue a fast-track project management method, including having the three projects progressing concurrently in order to get them construction-ready as soon as possible.

Staff would also note that this is an issue gaining increasing attention and advocacy. Committee members may have seen a recent KESQ news story on the regional efforts to keeping flood-prone roadways open: https://kesq.com/news/2022/08/20/when-every-second-counts-i-team-reveals-new-progress-in-keeping-flood-prone-and-sand-drifted-roads-open/. At the same time, efforts are underway to secure additional funding for the flooding and blowsand projects. This includes conversations with Antonio Villaraigosa, the former Los Angeles mayor who serves as an Infrastructure Advisor to the State, that have been led by Palm Springs Mayor Lisa Middleton in coordination with Riverside County Transportation Commission and other local mayors.

Fiscal Analysis: The total design and engineering phase of work required to advance these projects is $4,464,631.58. CVAG's share is 75% of the total cost, which is $3,348,473.69. The Cities of Palm Springs and Cathedral City will provide their local shares of 25% of all associated costs, which are expected to be $673,872.68 and $442,285.21 respectively. Below is the breakdown by each location:

Indian Canyon = 60.5% ($2,695,490.73)
Date Palm = 19.5% ($878,027.06)
Varner = 20.0% ($891,113.79)

The 2017 estimate of cost for projects INCN7, VRNR2 and DPLM5, as identified in the Regional Arterial Cost Estimate (RACE) was $266 million. The initial flooding and blowsand analysis identified an alternative concept design totaling $39 million, an estimated $227 million savings. If approved, CVAG staff will return for approval for cost share agreements to cover the local shares of the project costs.

Attachments:

1. Project location map for Flooding and Blowsand Projects
2. Michael Baker International Project Proposal
3. Proposed Professional Services Agreement with fee proposal
4. Cost sharing agreements with the Cities of Cathedral City and Palm Springs


Desert Hot Springs
Two Bunch Palm Trl
Dillion Rd
N Indian Canyon Dr
Little Morongo Dr
Palm Drive
UPRR
INTERSTATE 10
I-10
UNION PACIFIC
Palm Springs
INCN7
VRNR2
Varner Rd
DPLM5
N Indian Canyon Dr
N Gene Autry Trail Rd
Cathedral City
Date Palm Dr

ENVELOPE #1

WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND

ROAD IMPROVEMENT PROJECT

SUBMITTED TO

Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92236

AUGUST 16, 2022



SUBMITTED BY

Michael Baker INTERNATIONAL | *We Make a Difference*

SECTION 1

LETTER OF TRANSMITTAL



Michael Baker INTERNATIONAL

WESTERN COACHELLA VALLEY
FLOOD AND BLOWSAND ROAD IMPROVEMENT PROJECT

AUGUST 16, 2022

Attention: Jonathan Hoy, PE
Director of Transportation
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92236
RE: Western Coachella Valley Flood and Blowsand Road Improvement Project

TRANSMITTAL LETTER

Dear Mr. Hoy,

For over 75 years, Michael Baker International (Michael Baker) has been involved in the planning and design of public works infrastructure in California, the last 36 within the Coachella Valley. Having worked directly for CVAG and for individual local cities on transportation improvement projects, including on the preliminary study that led to this RFP, we have gained an appreciation for understanding how each local agency operates and the importance of clearly defining a specific work program, deliverables and schedule that meets their individual needs.

Michael Baker is excited to have the opportunity to continue our partnership with CVAG, building upon our development of alternative design and management concepts to mitigate the adverse impacts of flood and blowsand events. We are committed to fulfilling the project requirements for the Flood and Blowsand Road Improvement Project, Phase 1. Our Project Manager and primary contact for CVAG, Steve Latino, PE, TE has 22 years of experience with an emphasis on traffic engineering, municipal engineering, and in-house public works positions. Technical expertise for blowsand mitigation will be provided by Tanya Bilezikjian, PE, ENV SP, who has extensive experience working on blowsand mitigation within the Coachella Valley and Salton Sea Air Basin.

By selecting Michael Baker to provide engineering services for the Flood and Blowsand Road Improvement project, CVAG will gain a fully committed team with the following benefits:

- A project team that is experienced in developing solutions (structural and non-structural) that are feasible in the short term, cost-effective, environmentally compatible, reasonable and sustainable. Michael Baker prepared the previous three TPPS plans for CVAG and will use that institutional knowledge to guide alternative analysis and proposals.
- In-house environmental specialist, community outreach advisor, hydrologist, landscape architecture, civil, traffic, survey, and structural services to facilitate efficient, cost effective "conceptual" plans.
- Ability to provide accurate, complete, quality construction cost estimates and construction feasibility support.
- Identify viable alternative funding and financing options available for proposed design concepts.
- Long term commitment, since 1986, to sustainable infrastructure improvements.

1.a Identification of Consultant

Name	Corporate Address	Fax Number	Contact
Michael Baker International, Inc. Michael Baker INTERNATIONAL	75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211	N/A	Steve Latino, PE, TE Associate Vice President/Department Manager - Transportation/Public Works 75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211 760-776-6145

1.b Proposed Subcontractors

Subconsultant	DBE	Contact
Cogstone Resource Management	✓	Molly Valasik Project Manager 1518 W. Taft Ave., Orange County, CA 92865 419-344-3622
Contech Engineered Solutions LLC		Andrew Runk Regional Bridge Consultant 9025 Centre Pointe Dr., Suite 400 West Chester, OH 45069 303-241-8154
Monument ROW	✓	Amber Costello President 200 Spectrum Center, Suite 300, Irvine, CA 92618 562.260.0507
Earth Mechanics, Inc.	✓	Alahesh Thurairajah, PE, GE, Principal 17800 Newhope St, Ste B Fountain Valley, CA 92708 714.751.3826

1.c Acknowledgment of Receipt of RFP Addenda

Michael Baker acknowledges the receipt of the following addenda in relation to this RFP:

- Addendum No. One - July 29, 2022

1.d Acknowledgment of Proposal Validity Period

Michael Baker acknowledges that this proposal shall remain valid for a period of not less than 180 days from the date of submittal.

1.e Conflict of Interest Statement

Michael Baker does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will be pursuing the Flood and Blowsand Road Improvement project.

The following pages of our proposal describes the Michael Baker team's qualifications and expertise in detail, including references for representative projects. Please contact me at 760-776-6145 (Steven.Latino@mbakerintl.com) if you have any questions during your evaluation process. The below-signed affirms that all information submitted with the proposal is true and correct.

Sincerely,



Steven Latino, PE, TE
Project Manager
760-776-6145
Steven.Latino@mbakerintl.com

SECTION 2

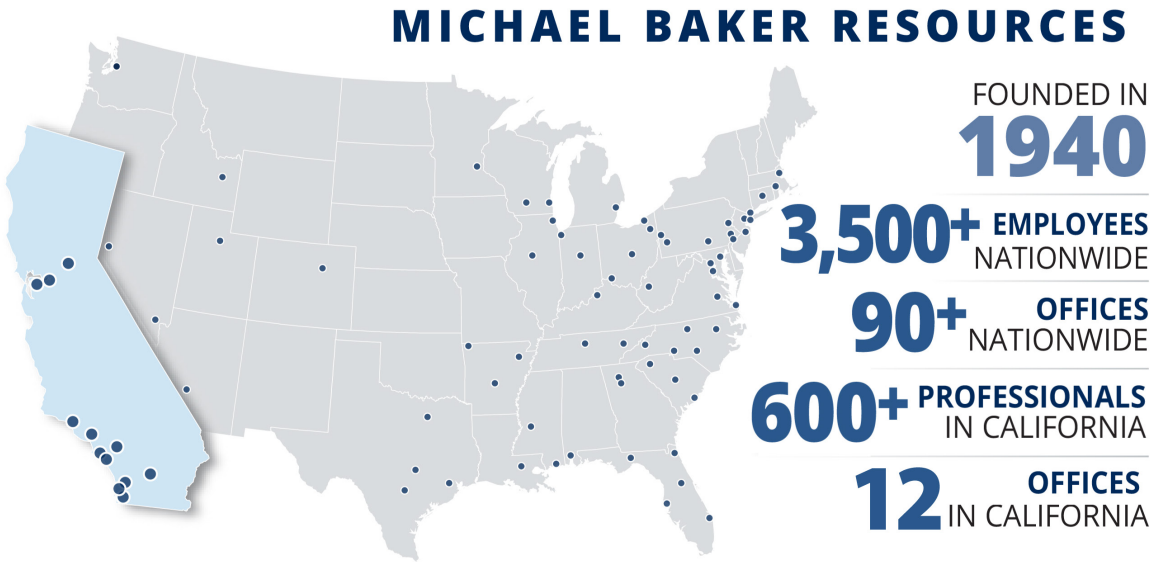
TECHNICAL PROPOSAL



SECTION 2.1

QUALIFICATIONS, EXPERIENCE, AND REFERENCES TO CONSULTANT

2.1 QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES TO CONSULTANT



2.1.1 Michael Baker Firm Profile

Michael Baker International, Inc. (Michael Baker) is a full-service consulting firm providing planning, engineering, surveying, and related professional services with staff in our Palm Desert office serving the community of Coachella Valley since 1986. Michael Baker is a recognized expert in the fields of highway and roadway design, active transportation and multimodal applications, traffic studies, flood control and drainage design, bridge design, Intelligent Traffic Systems (ITS), water quality, survey/mapping, water resources, environmental planning, and regulatory permit services throughout the State of California. With a staff of over 500 in southern California, and 3,500 nationwide, Michael Baker has the depth of staff and multi-disciplinary expertise to work collaboratively with CVAG, involved agencies, and the public to WHAT? Michael Baker is currently supporting public agencies (including Metro, County of Los Angeles, City of Los Angeles, Caltrans, Port of Long Beach, Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC) to name just a few) on a wide variety of diverse, multi-discipline infrastructure improvement projects.

2022 ENR RANKINGS

THE TOP **500** DESIGN FIRMS

28	Top 500 Design Firms
17	Top Pure Designers
5	Bridges
6	Dams and Reservoirs
12	Water Supply
13	Transportation
15	Construction Management
16	Highways
17	Airports
24	Mass Transit and Rail

2.1.2 Michael Baker's Financial Condition

Michael Baker has no bankruptcy, pending litigation, closures or mergers that would impede our ability to complete this Project. Through our dedication to client satisfaction, we maintain a consistent, healthy staff based on projected backlog.

2.1.4. Experience with Jurisdictional Government Agencies and Private Entities

Michael Baker's Caltrans experience includes the preparation of over 100 Caltrans Design Reports (PSR, PR, and combined PSR/PR's), as well as final PS&E for over 200 projects totaling over $8B in improvements on state highways comprising over 18,000 plan sheets in accordance with Caltrans standards. We have also completed over 300 task orders on a wide variety of Caltrans on-call contracts in Districts 5, 7, 8, and 12, as well as with Caltrans Division of Environmental Analysis (water quality) and Engineering Services Center (structures).

In addition, Michael Baker, through over 50 on-call planning and design contracts, and well over a thousand individual off-state highway and multimodal improvement projects for local agencies, brings a broad expertise to CVAG that can be leveraged to deliver any task for the Flood and Blowsand Road Improvements project.

With this broad base of project experience, Michael Baker and our key personnel possess strong relationships within the many agencies involved in the development and approval process. This includes multiple regional

transportation authorities and Caltrans Districts, FHWA, local cities and counties and numerous resource agencies and third-party entities such as utility companies and public stakeholders.

2.1.5 Michael Baker's Relevant Project Experience

Michael Baker's representative projects, presented on the following pages, demonstrate our experience and successful delivery for of similar work to the Flood and Blowsand Road Improvement project across all eight elements identified in the scope of work. As demonstrated in these project descriptions, Michael Baker brings a wealth of expertise in developing solutions to complex challenges, meeting or exceeding project schedules and interfacing with local, state, regional transportation agencies, council of governments, and federal agencies.

2.1.6 Michael Baker's References

1. Joel Montalvo, PE
City Engineer
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
760-322-8339

2. Timothy Wassil, PE
Public Works Director
City of Indio
100 Civic Center Mal
Indio, CA. 92201
760-391-4018

3. Deborah de Chambeau, MS, PE, CFM
Chief of Planning Division
Riverside County Flood Control and Water Conservation District
1995 Market Street,
Riverside, CA 92501
951-955-1491

4. Andy Leung, PE
Special Projects Section | Senior Civil Engineer
Riverside County Flood Control and Water Conservation District
1995 Market Street,
Riverside, CA 92501
951-955-1268





Flood and Blowsand Mitigation Services

Coachella Valley, CA

Michael Baker provided engineering services to help mitigate flood and blow sand risks in the Coachella Valley. The purpose of the project was to keep regional roads open during severe flood and blow sand events. Michael Baker helped identify risks and potential mitigation strategies, outlined potential environmental impacts and project permitting that would be required, and provided a budget-level estimate including design, right-of-way, permitting, construction, and other costs associated with the mitigation. It also prepared alternative concepts for each area of concern and provided stakeholder engagement services.

Alternative concepts were prioritized based on several criteria. First was the probability of risk events occurring and the level of impact resulting from those events. Areas of concern with the greatest risk were considered highest priority for mitigation against future flooding and blow sand events. Second was the possibility of aligning projects with opportunities to address potential social and economic impacts as well as habitat conservation and restoration and funding and financing opportunities. Michael Baker summarized other related planned capital improvement plans to identify opportunities to package flood and blow sand projects with those projects. Road surface conditions, system continuity, level of service, accident rate, project costs, and potential funding opportunities were also considered. Lastly, Michael Baker considered input from stakeholders including Riverside County Flood Control, City of Palms Springs, City of Desert Hot Springs, and Cathedral City.

Client:

Coachella Valley Association of Governments (CVAG)

Contact:

Jonathan Hoy, PE
Director of Transportation
CVAG
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92236
760-346-1127

Proposed Team Members:

Todd Pitner

Relevance:

- CVAG Project
- Risk mitigation
- Cost estimates
- Alternatives development
- Stakeholder engagement





Date Palm Drive Bridge over the Whitewater River

Cathedral City, CA

Michael Baker prepared final PS&Es for street and storm drain improvements, modification of two traffic signals, traffic signal interconnect system, signing and striping, and stage construction and traffic control for the widening of Date Palm Drive and the Date Palm Drive Bridge (757' in length) over the Whitewater River. Michael Baker worked closely with many stakeholders and numerous utility owners to obtain several necessary permits.

Since the project is partially funded using Highway Bridge Program monies, there has been significant involvement with Caltrans in preparing the documentation necessary to secure funding for design, ROW acquisition, and construction.

The bridge work consisted of widening the bridge from four to six lanes; seismically retrofitting the structure to meet current design standards and rehabilitating the bridge deck to extend the service life. Other work included widening Date Palm Drive to accommodate the widened bridge, access and on-site modifications to several businesses, traffic signal modifications and extensive traffic handling/construction phasing plans.

The project also included coordination with several utility owners and plans were prepared for utility relocations including water, sewer, cable television, electric, telephone, and natural gas facilities. Michael Baker was also responsible for the ROW clearance process including appraisals and acquisition negotiations for four (4) privately owned parcels plus two (2) tribal owned parcels.

Client:
City of Cathedral City

Contact:
John Corella
City Engineer
68700 Avenida Lalo Guerrero
Cathedral City, CA
760-770-0327

Proposed Team Members:
Todd Pitner

Relevance:

- Bridge design
- Widening
- Seismic retrofitting
- Hydrology and hydraulics
- Multi-agency coordination
- Environmental permitting
- Delineation of jurisdictional waters
- Natural environment study minimal impact

Miles Avenue Bridge over the Whitewater River

Indio, CA

Michael Baker prepared preliminary design, environmental documents and Plans, Specifications, and Estimates (PS&E) for this project. In addition to the design of the new bridge over the Whitewater River, Michael Baker's work included channel hydraulics analysis and the design of more than one mile of roadway widening along Miles Avenue and Clinton Street. The new 585-foot long, four-lane bridge provides a critical all-weather crossing of the Whitewater River in the City of Indio and replaces the existing two-lane dip crossing which was highly susceptible to flooding and required costly reconstruction following moderate storm events. The bridge is designed as a cast-in-place, post-tensioned, concrete box girder, supported on four-column bents with large diameter drilled shaft foundations. Critical profile and hydraulic constraints led to the use of a "haunched" girder design to meet freeboard requirements while passing the Standard Project Flood. This minimized impact to the roadway profile and extent of reconstruction of the approach roadways. Channel scour was also a critical issue and was addressed in the design by utilizing large diameter drilled shaft foundations.

Client:
County of Riverside Transportation Department

Contact:
Cindi Wachi
Engineering Division Manager
County of Riverside Transportation Dept.
P.O. Box 1090
951-955-6800

Proposed Team Members:
Steven Giffen

- **Relevance:**
  New 585-foot-long, 4-lane bridge
- Structural design
- Channel hydraulics analysis
- Over 1 mile of roadway widening
- Landscape design



Eldorado Drive Bridge over the Whitewater River

Indian Wells, CA

Michael Baker completed final plans, specifications, and estimates (PS&E) for a new 88-foot wide by 445-foot long, five-span, cast-in-place, post-tensioned concrete box girder bridge over the Whitewater River.

The bridge replaced an existing "dip" crossing of the Whitewater River. Seat type abutments and three column bents are supported on driven concrete piles. The bridge is constructed on a 1,350 foot radius curve with abutments and bents parallel to the channel centerline. Phase I of the project developed the bridge general plan, roadway profile, and hydraulic analysis to pass the Standard Project Flood (Q = 82,000 cfs) through the bridge. Hydraulic analysis was reviewed and approved by the Coachella Valley Water District (CVWD). Footings were placed below the calculated local scour depths.

In addition to bridge plans, Michael Baker engineers completed final plans for the new street profile, grading and construction plans required due to the new road profile, as well as plans for storm drain, waterline relocation, stage construction, signing, striping, and signal modifications.

This project was completed by Michael Baker on an accelerated schedule to ensure that construction could be completed early.

Michael Baker created this computer visualization of the completed bridge on a site photo for the City to assess view impacts at the site.

Client: City of Indian Wells

Contact:
Tim Wassil, PE, Public Works Director- City of Indio, 100 Civic Center MallIndio, CA 92201
(760) 391-4042

Proposed Team Members:
Brad Mielke

Relevance:

- New bridge over the Whitewater River
- Accelerated schedule
- Multi-agency coordination

Jefferson Street Bridge over the Whitewater River

La Quinta, CA

Michael Baker prepared the preliminary design, environmental documents, and plans, specifications, and estimates (PS&E) for this project in La Quinta, California. In addition to design of the new bridge over the Whitewater River, Michael Baker's work included channel hydraulics analysis and design for the widening of more than two and a half miles of Jefferson Street, from Highway 111 to Indio Boulevard. Right-of-way surveying included analysis and calculations for land base map and the preparation of over 100 legal descriptions for acquisition. The new 500-foot long, six-lane bridge will provide a critical all-weather crossing of the Whitewater River and will replace the existing two-lane dip crossing which was highly susceptible to flooding and required costly reconstruction following moderate storm events. The bridge was designed as a cast-in-place, post-tensioned, concrete box girder, supported on four-column bents with large diameter drilled shaft foundations. Critical profile and hydraulic constraints led to the use of a "haunched" girder design to meet freeboard requirements while passing the standard project flood. This minimized impact to the roadway profile and extent of reconstruction of the approach roadways. Channel scour was also a critical issue and was addressed in the design by utilizing large diameter drilled shaft foundations. The bridge is being constructed in stages to maintain traffic during construction.

Client: County of Riverside Transportation Department

Contact:
Cindi Wachi
Engineering Division Manager
County of Riverside Transportation Dept.
P.O. Box 1090
951-955-6800

Proposed Team Members:
Christopher Alberts, Steven Giffen

Relevance:

- Structural design
- Channel hydraulics analysis/ storm drain design
- 2-1/2 miles of roadway widening
- Special bridge architectural design
- Retaining wall design
- Environmental document
- Survey/right-of-way



Adams Street Bridge

La Quinta, CA

Michael Baker worked closely with the City of La Quinta and Caltrans Local Assistance to provide a diverse suite of technical guidance for the proposed bridge improvement project, which spans the Coachella Valley Stormwater Channel at Adams Street. This project replaced the existing low water crossing with a bridge which provides the City with a more reliable arterial roadway during inclement weather for both the general public as well as emergency personnel. The bridge is 440 feet long and 76 feet wide. The project will be constructed within the existing roadway right-of-way and will not increase capacity. The typical section includes a six-foot sidewalk on both sides of the bridge, a twelve foot raised curb median island, and four travel lanes. In addition, the design provided for a recreational trail undercrossing of the bridge at the southern abutment for the future Whitewater Channel trail system. As a grantee of FHWA's Highway Bridge Replacement and Rehabilitation (HBRR) Program, the City of La Quinta is addressing both NEPA and CEQA regulatory requirements. Michael Baker managed the preparation of several technical studies to support a joint Initial Study/Categorical Exclusion (IS/CE).

This $9.2million project provides a four lane roadway and bridge with raised median north of Highway 111 to Westward Ho Drive. The project was recently completed and opened to traffic in September 2013.

Client: City of La Quinta

Contact:
Tim Jonasson
Public Works Director
78-495 Calle Tampico
La Quinta, CA 92253
760-777-7042

Proposed Team Members:
Christopher Alberts, Chad Harden, Brad Mielke, Eddie Torres

Relevance:

- CEQA / NEPA Clearance
- Utility Coordination / Relocation
- Channel Hydraulics Analysis
- Bridge Design
- Roadway Design

Santa Ana River Parkway Trails Extension

Orange County, CA

Michael Baker prepared final design plans, specifications, and estimate (PS&E) for the Santa Ana River Parkway Extension project, which will construct a 2.6-mile extension of bikeway, riding, and hiking trails systems from Gypsum Canyon Road to the Orange County Line, in coordination with OCPW, Orange County Parks, and the Army Corps of Engineers.

The Santa Ana River Parkway is a landscaped greenway that follows the Santa Ana River. Its Class-I bikeway accommodates pedestrians and recreational cyclists, while its unpaved trail benefits joggers, hikers, mountain bikers, and equestrians. Orange County Public Works (OCPW) is seeking to extend and connect the trail to future improvements in Riverside and San Bernardino Counties.

Michael Baker prepared civil PS&E for the 2.6 miles of walking, biking, and horse-riding trails, and completed a river hydraulics model and bridge scour study to support the proposed improvements. Michael Baker also prepared structural PS&E for three prefabricated steel bridge crossings, one retaining wall, and a staging area with utilities connections. The bridges are supported on drilled shafts and accommodate the scour and hydraulic freeboard requirements of the Santa Ana River.

Client: Orange County Public Works

Contact:
Robert Sanchez
Jr. Civil Engineer
OC Public Works | OC Infrastructure Programs | Project Management
(714) 245-4566

Proposed Team Members:
Steven Giffen, Brad Mielke, Frank Tran

Relevance:

- Trail design
- Bikeway design
- Topographic Field Survey & Legal Descriptions
- Utility Coordination
- Bridge Type Selection and Final Structural Design
- Geotechnical Investigation
- Hydrology, Hydraulics and Scour Analysis





Santa Ana River Reach 9 - Phase 2B - Access Roadway, Bridge, and Bike Trail Detour

Riverside and Orange Counties, CA

Baker, as part of the Genterra Consultants, Inc. team, was requested to simultaneously complete two fast-track task orders for the U.S. Army Corps of Engineers (Corps) Los Angeles District for the Santa Ana River Reach 9 - Phase 2B project adjacent to and within S.R. 91 right-of-way from just east of the Coal Canyon wildlife corridor crossing to just east of the Orange-Riverside County Boundary. The overall proposed project will improve the embankment protection along S.R. 91 for the Santa Ana River since upgrades were completed to the Prado Dam immediately upstream of the project site, and the project will realign the river to accommodate the future S.R. 91 Corridor Improvement Project (CIP). American Recovery and Reinvestment Act (ARRA) funding was secured for the project and required that construction contract plans and specifications design be prepared within a six week time frame to comply with the Corps' schedule for the bidding and award of the project.

Task Order 1 included the design of the new access driveway and bridge for the Green River Golf Club. The project included the complete design of a 130-foot single span cast-in-place structure, and approximately 2,000 linear feet of roadway. The access driveway was designed so as not to obstruct the Santa Ana River design flow of 30,000 cfs to cause a backwater effect within the Santa Ana River upstream of the proposed access driveway and bridge. Additional items completed by Michael Baker as a part of this task order included the design of a relocated City waterline, landscaping and monument sign plans for the new entry, final quantities and specifications, utility coordination, concept design, and dual-compliance of Corps plans and specifications with Caltrans standard plans and specifications for project elements within Caltrans right-of-way.

Task Order 2 included the preparation of final design construction contract plans, and specifications for a bike trail detour and construction staging plan (includes three stages) for the overall project construction. A portion of the overall project and bike trail detour are located in Caltrans right-of-way, and Michael Baker was tasked with obtaining an approved encroachment permit from Caltrans Districts 8 and 12 for the entire project within the project timeframe of approximately six weeks. The bike trail detour also included the design for installation and removal of a bridge structure for the phased trail use. Additional work under this task order included a Storm Water Data Report, assistance with the environmental documentation, Water Board's 401 certification, and electrical plans to re-establish service affected by the channel construction and for lighting of the new entrance monument.

Client: U.S. Army Corps of Engineers, Los Angeles District

Contact:
Robert H. Kwan
Technical Manager
915 Wilshire Blvd, Los Angeles, CA 90017
213-452-3639

Proposed Team Members:
Steven Giffen

Relevance:

- River Realignment
- New Access Driveway and Bridge
- Bike Trail Detour and Temporary Bridge
- Project Construction Staging Plans
- Utilities Design and Coordination
- Landscape Architecture

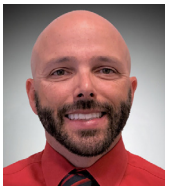
SECTION 2.2

PROPOSED STAFFING AND PROJECT ORGANIZATION

2.2 PROPOSED STAFFING AND PROJECT ORGANIZATION

2.2.1 PROJECT MANAGER / KEY PERSONNEL

Michael Baker is pleased to present a team of highly qualified professionals to provide the CVAG with the necessary engineering services for the Flood and Blowsand Road Improvement Projects in the Coachella Valley.



Steven Latino, PE will serve as Project Manager and will have direct and continued responsibility for the project. Mr. Latino will be CVAG's contact on all matters dealing with the project and will handle all day-to-day activities through completion. Mr. Latino has managed a wide array of projects throughout his municipal career including street lighting, roadway improvements and rehab, signing and striping, and traffic signals. Due to his extensive time served in the Public Sector, Mr. Latino is very knowledgeable of local regulations as well as working with various agencies including Western Riverside Council of Governments (WRCOG), Riverside County Transportation Commission (RCTC), San Bernardino County Transportation Authority (SBCTA), and Caltrans.



Christopher Alberts, PLS, as the Principal, will provide oversight of Mr. Latino and his team with the preparation of plans and specifications in conformance with local requirements. His past experience with similar projects will be invaluable in the preparation of specifications to assure compliance.



Kevin Perko, PE will serve as Assistant Project Manager to support Mr. Latino in the day-to-day project design elements. He is knowledgeable and experienced in the related areas of transportation design, bridges, scour analysis and countermeasure design, utility coordination, permitting, environmental clearance and compliance.



Tanya Bilezikjian, PE, ENV SP is a strategic manager, who is an established leader in the engineering consulting industry and has managed multiple Stormwater and National Pollutant Discharge Elimination System (NPDES) contracts throughout Southern California. She is decisive, result-focused and has an exceptional talent to lead cross-functional teams to identify program needs, assess resources, and collaborate with Team personnel ensuring projects are delivered on time, on scope, and within budget. She has direct experience supporting large regional clients with program development and execution, agency negotiations, and development of innovative solutions to promote cost savings. She has the innate ability to link every task performed to specific program goals, thereby ensuring time and effort of teams are effective and valuable at supporting program objectives. Her experience managing large programs, representing client's interests, planning and executing multi-million-dollar contracts and task orders, will support a structured approach to program management that will increase efficiency in program delivery and save time, capital, and resources.

2.2.2 PERSONNEL QUALIFICATIONS MATRIX

The table below and on the following pages summarizes our project team's roles for this contract, as well as their education and registration.

2.2.3 KEY PERSONNEL AVAILABILITY AND COMMITMENT TO CVAG

We understand and share CVAGs desire for a consistent team throughout contract duration and have identified an experienced team selected for their ability to successfully deliver the Scope of Services, as well as their availability to commit from contract initiation through completion.

Michael Baker takes a proactive and supportive approach to talent management and retention that ensures continuity for clients while providing opportunities for our diverse workforce. However, changes in personnel can occur outside of our control. In the event changes in personnel become necessary, we would immediately communicate this to CVAG along with a recommendation of a qualified replacement and will wait for concurrence before proceeding with the personnel changes. Once approved, a detailed kick-off off meeting will occur with the new staff to transfer knowledge, define expectations, and immediately integrate the team member into the project to avoid any disruption to the project. Michael Baker understands the importance of delivering a balanced and highly communicative consultant team that is capable of withstanding personnel changes without missing a beat.

Name / Role	Years Exp.	Professional Registration / Education	Project Experience
Christopher Alberts Principal Michael Baker INTERNATIONAL	28	▪ Professional Land Surveyor, California, 2008, 8508	▪ Whitewater Channel Slope Protection, Coachella, California. Coachella Valley Water District. Surveyor. ▪ Rancho Las Flores Park Master Plan - Phase 1, Coachella, California. City of Coachella. Surveyor. ▪ Interstate 10 / Monterey Avenue Interchange, Palm Desert, California. City of Palm Desert. Survey Manager.
Steven Latino Project Manager Michael Baker INTERNATIONAL	18	▪ Professional Engineer, Civil, California, 2008, C73430 ▪ Traffic Engineer, California, 2019, TR2902	▪ City of Indian Wells, Highway 111 Pavement Rehabilitation ▪ City of Indian Wells, Club Drive Complete Streets and Local Street Rehabilitation ▪ City of Indio, Jackson Street Clean California Grant Improvements- ▪ Riverside County Transportation Department, San Timoteo Canyon Rd and Redlands Blvd Traffic Signal Project ▪ City of Temecula, Murrieta Creek Bridge at Overland Drive Project
Kevin Perko Assistant Project Manager Michael Baker INTERNATIONAL	36	▪ Professional Engineer, Florida, 1990, 43386 ▪ Professional Engineer - Civil, Arizona, 2003, 39619 ▪ Envision Sustainability Professional, Arizona, 2021, 31392	▪ Canyon River Ranch – Town Bridge Crossing. Town of Payson. Quality Control Reviewer. ▪ Pusch View Lane Bridge over the Rooney Wash. Town of Oro Valley. Project Engineer. ▪ SR 520 Bridge Replacement over the St Johns River (Orange County, Florida). Florida Department of Transportation, District 5. Project Engineer. ▪ Idaho Hwy 16 from US20 tp Idaho 44 - QC Manager for the roadway design, bridge design and hydraulic analyses for the new two-mile divided highway and bridge over the Boise River.
Brad Mielke QA/QC Michael Baker INTERNATIONAL	44	▪ Structural Engineer, Arizona, 1998, 32611 ▪ Structural Engineer, California, 1986, 2817 ▪ Professional Engineer - Civil, California, 1981, 33334 ▪ Registered Disaster Service Worker, California, SA0158 ▪ Professional Engineer - Civil, Washington, 2019, 19110557 ▪ Professional Engineer - Civil, Nevada, 1989, 007269	▪ S.R 91 Corridor Improvement Project, Riverside and Orange Counties, California. Riverside County Transportation Commission. Technical Manager. ▪ Scott's Flat Dam Tunnel and Penstock Structural Integrity Analysis, Nevada City, California. Nevada Irrigation District. Principal-In-Charge, Responsible for project oversight. ▪ Coachella Valley Stormwater Channel from Industrial Way to North of Avenue 54. Coachella, California. Principal-in-charge and Structural design engineer.
Tanya Bilezikjian QA/QC Michael Baker INTERNATIONAL	21	▪ Construction General Permit Trainer of Record, California, 2010 ▪ Professional Engineer - Civil, California, 2008, 72119	▪ Southern California Edison (SCE) – Multiple Environmental On-Call Contractors, Throughout SCE Service Area, California. Southern California Edison Company. Contract Manager. ▪ Caltrans - District Assistance (Contract No. 43A0176), Southern California, Caltrans. Task Manager.

Name / Role	Years Exp.	Professional Registration / Education	Project Experience
Elizabeth Meyerhoff Environmental Michael Baker INTERNATIONAL	16	▪ Post-Baccalaureate Certificate, 2010, Land Use and Environmental Planning, University of California, Riverside Extension ▪ B.A., 2004, Sociology, University of California, Riverside ▪ In Progress - Executive Certificate Program, Organizational Leadership, University of California, Riverside Extension	▪ North Cathedral City SW Imprv. Coachella Valley Water District. Environmental Planner. ▪ Palm Desert On-Call Services. City of Palm Desert. Environmental Manager. ▪ Coachella Valley Stormwater Channel Improvement Project, Avenue 54 to Thermal Drop Structure Environmental Impact Report and Regulatory Permitting. Coachella Valley Water District. CEQA Manager.
Shelah Riggs Regulatory Michael Baker INTERNATIONAL	22	▪ M.S., 2002, Environmental Studies, California State University at Fullerton ▪ B.A., 1998, Geography, California State University at Fullerton	▪ Emerald Ridge (TTM 368471). Highpointe Communities. Project Manager. ▪ Southwest Gas Stormwater Services, Victorville, California. Southwest Gas Corporation. Environmental Permit Coordinator. ▪ On-Call Peer Review Support. Riverside County. Environmental Planner.
Margaret Bornyasz Regulatory Michael Baker INTERNATIONAL	25	▪ California Rapid Assessment Method, Riverine	▪ Biological Services Task Order Contract for Caltrans District 8 – Caltrans District 8 ▪ Environmental Generalist Services Task Order Contract for Caltrans District 7, Los Angeles County – Caltrans District 7. ▪ CV Link Multi-Modal Transportation Corridor Project – Coachella Valley Association of Governments
Eddie Torres Air/Noise/GHG Michael Baker INTERNATIONAL	23	▪ Institute of Noise Control Engineering, 2002 ▪ 2.1.1 Traffic Noise Analysis, California ▪ 2.2.1 Air Quality Analysis, California	▪ Interstate 10/Jefferson Street Interchange Improvements, Indio, California. ▪ Garnet Street Bridge Replacement Three-Year On-Call, Hemet, California. ▪ Laguna Canyon Creek Erosion Protection and Habitat Restoration Project, Laguna Beach, California.
Molly Valasik Cultural cogstone PALEONTOLOGY - ARCHAEOLOGY - HISTORY	11	▪ Registered Professional Archaeologist (RPA; 989162)	▪ Park Place Extension and Grade Separation EIR EA. City of El Segundo, Los Angeles County, California. ▪ Interstate 605/Katella Avenue Interchange Improvements Project. Orange County, California. ▪ Magnolia Avenue Improvements. City of Riverside, Riverside County, California.
Margo Nayyar Tribal Michael Baker INTERNATIONAL	12	▪ M.A., 2013, Public History, California State University at Sacramento ▪ B.A., 2006, History, University of California, Santa Cruz	▪ Clay Street Hangtown Creek Bridge Replacement EIR, Placerville, California. ▪ Inland Branch 2020 Fire Emergency Clean-Up Response Program, Inland Branch, California ▪ Kaiser Permanente Moreno Valley Medical Center MMRP, Moreno Valley, California
Carla Dietrich Traffic Michael Baker INTERNATIONAL	25	▪ Professional Engineer, Pennsylvania, 2004, PE070655 ▪ Professional Traffic Operations Engineer, 2008, 2468 ▪ Professional Engineer, Connecticut, 2003, PEN.0022832 ▪ Professional Engineer, Louisiana, 2010, 35480	▪ La Entrada Specific Plan, Coachella, California ▪ Transportation Project Prioritization Study and Regional Arterial Cost Estimate Update, Coachella Valley, California. ▪ Rim of the World Active Transportation Plan, California.

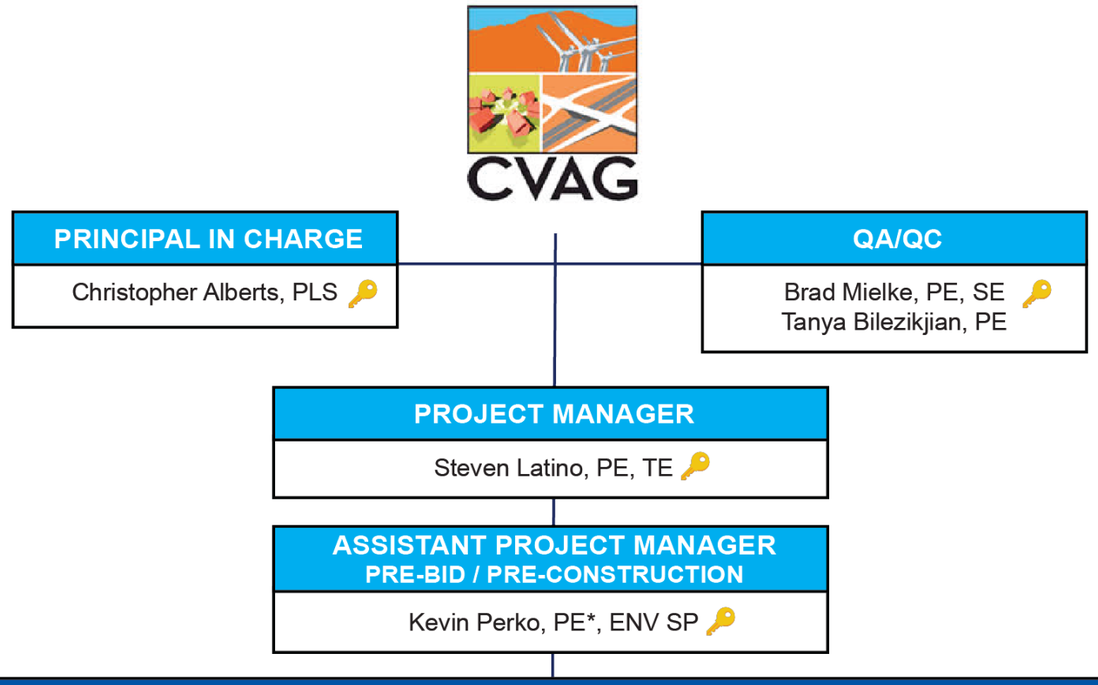
Name / Role	Years Exp.	Professional Registration / Education	Project Experience
Chad Harden Structures Lead Michael Baker INTERNATIONAL	19	▪ Professional Engineer - Civil, California, 2005, 67648 ▪ Structural Engineer, California, 2008, 5232	▪ I-10 Express Lanes Design Build, San Bernardino County. SBCTA. Structures Task Lead. ▪ Blackstone (Formerly Known as Tonner Hills), Brea, California. Shea Homes LP, So Cal Div. Structural Engineer. ▪ Garnet Street Bridge Replacement Three-Year On-Call. Hemet, California.San Bernardino County. Engineer.
Phillip Creamer Superstructure/Pre-Fabricated Structures CONTECH ENGINEERED SOLUTIONS A QUIKRETE COMPANY	21	▪ B.S. & M.S. Civil Engineering University of Kentucky ▪ PE Ohio January 2000 ▪ PE California June 2002 ▪ ASCE Member	▪ Clinton Keith Highway Extension Phases 1 & 2, Riverside County, Structural Design Engineer of Record ▪ Lone Pine Road Crossing - San Bernardino County, Structural Design Engineer of Record ▪ Avion – Lennar Homes, San Diego County, Structural Design Engineer of Record ▪ 3 Roots – Lennar Homes, San Diego County, Structural Design Engineer of Record ▪ McSweeny Parkway and State Street - of Hemet, Structural Design Engineer of Record ▪ State Route 18 – CALTRANS, Structural Design Engineer of Record ▪ State Route 173 – CALTRANS, Structural Design Engineer of Record
Steven Giffen Scour Analysis Michael Baker INTERNATIONA	44	▪ Professional Engineer - Civil, California, 1987, 42154 ▪ Fish Passage and Stream Restoration Design Training, Washington, 2021, FPT20-16957	▪ Avenue 50 Bridge Over Coachella Valley Storm-water Channel, Coachella, California. City of Coachella. Senior Civil Engineer. ▪ Morongo Creek Flood Hazard Evaluation and Channel Design, Coachella Valley, California. Coachella Valley Water District. Senior Civil Engi-neer. ▪ South Norco Channel Stage 2 Improvement Pro-ject, Norco, California. Riverside County Flood Control Water Conservation. Senior Civil Engineer.
Todd Pitner H&H Lead Michael Baker INTERNATIONAL	27	▪ Professional Engineer - Civil, California, 1998, 58606 ▪ Qualified SWPPP Developer (QSD), California, 2015, 00550 ▪ Qualified SWPPP Practitioner (QSP), California, 2015, 00550 ▪ Real Estate License, California, 2010, 01864200 ▪ OSHA 40-Hour HAZWOPER Certification	▪ Flood and Blow Sand Mitigation Services, Coachella Valley, California. Coachella Valley Association of Governments (CVAG). Project Manager. ▪ Santiago Canyon College Erosion and Sediment Control Project, Orange, California. Rancho Santiago Community College Dist. Project Manager. ▪ On-Call Consulting for Construction General Permit, California. Irvine Ranch Water District. Project Engineer.
Danielle Peltier H&H Designer Michael Baker INTERNATIONAL	3	▪ Engineer-In-Training, 2020	▪ Coachella Valley Link Construction Surveying, Coachella Valley, California ▪ Santa Clara River Levee (SCR-3), Ventura County, California ▪ Water Quality Management Services On-Call, Riverside County, California.
Frank Tran Roadway Lead Michael Baker INTERNATIONAL	24	▪ Professional Engineer - Civil, California, 2002, 62845	▪ Santa Ana River Parkway Trails Extension, Orange County, California. Orange County Public Works. Senior Civil Engineer. TranSystems Corporation IDIQ. CALTRANS. Senior Civil Engineer. ▪ Olivas Park Drive. City of Ventura. Technical Manager
Jaime Rivera Roadway Designer Michael Baker INTERNATIONAL	26	▪ Bentley Certification: OpenRoads Designer/MicroStation (October 2020) ▪ Cisco Certified Network Administrator (CCNA) / Network plus – CompTIA	▪ Los Angeles County, California - I10 New ON Ramp Interchange Project ▪ Redlands, Ca - Interstate Sound Wall Project

Name / Role	Years Exp.	Professional Registration / Education	Project Experience
Oscar Gonzalez Roadway Designer Michael Baker INTERNATIONAL	25	■ LEED Green Associate, Arizona, 2010	■ Laredo 7 AE Services Project, Laredo, Texas ■ Holloman Air Force Base Pads and Infrastructure Project, Otero County, New Mexico
Octavio Hernandez Traffic Lead Michael Baker INTERNATIONAL	18	■ Professional Engineer - Civil, California, 2011, C78085 ■ Professional Engineer - Civil, Washington, 2020, 20108872 ■ Professional Engineer - Civil, Arizona, 2021, 74819	■ I-10 Corridor Express Lanes Project, Los Angeles and San Bernardino Counties, California. SANBAG (San Bernardino Associated Government). Traffic Task Manager/Engineer. ■ R-91 Corridor Improvement Project Design Build, Corona, CA. RTCT. Project Design Engineer. ■ I-405, Renton to Bellevue Widening and Express Toll Lanes Design Build Project. Renton, WA WSDOT. MOT Discipline Lead.
Tony Salas Traffic Design Engineer Michael Baker INTERNATIONAL	12	■ Engineer-In-Training, California, 2015, 155958 ■ Professional Engineer - Civil, Colorado, 2020, PE.0057443 ■ Professional Engineer - Civil, Washington, 2020, 20101200	■ On-Call Traffic Engineering Services, Orange County, CaliforniaHighway Safety Improvement Interstate 10/Jefferson Street Interchange Improvements, Indio, California ■ I-10 Corridor Express Lanes Project, Los Angeles and San Bernardino Counties, California
Kimilee Murillo Traffic Designer Michael Baker INTERNATIONAL	4	■ Engineer-In-Training, California, 2018, 164995	■ I-15 Express Lanes PS&E ■ Indian Wells Warner Trail, City of Indian Wells ■ HSIP Cycle 9 Traffic Signal Improvements, City of Indio
Loran Chick Right of Way/Survey/ Mapping Michael Baker INTERNATIONAL	31	■ Professional Land Surveyor, Missouri, 2001, 2001001907 ■ Professional Surveyor and Mapper, Florida, 2017, FL LS7148	■ Highway 67. Poplar Bluff, Missouri. Registered Liaison Highway Surveyor. ■ Highway HH. Lake Ozark, Missouri. Project Surveyor. ■ Photogrammetry Projects. Iowa Department of Transportation. Photogrammetry Project Manager.
Steven Chi Way/Survey/Mapping Michael Baker INTERNATIONAL	35	■ Professional Land Surveyor, California, 2010, 8860	■ Coachella Valley Link Construction Surveying, Coachella Valley, California. Anser Advisory, LLC. Surveyor. ■ CVWD Irr Lat 123.45-1.3-2.8. Coachella Valley Water District. Surveyor.
Curtis Bibolet Utility Coordination Manager monument	13	■ Real Estate Salesperson – State of California, CA # 02008725 ■ Senior Right-of-Way Agent - International Right-of-Way Association ■ Right-of-Way Asset Management, International Right-of-Way Association	■ Environmental and Final Design Phase for Calle Contento/ Rancho California Road Roundabout Project. Riverside County Transportation Department. Utility Manager. ■ La Cadena Over Santa Ana River Bridge Improvement. City of Colton. Colton, CA. Utility Manager. ■ West Valley Connector Bust Rapid Traisit. San Bernardino County Transportation Authority, Can Bernardino, CA. Utility Manager.
Kim Bibolet Right of Way Manager monument	15	■ Real Estate Salesperson, State of California, Ca#01883565 ■ Senior Right-Of-Way Agent - International Right-Of-Way Association ■ Right-Of-Way Negotiation and Acquisition - International Right-Of-Way Association	■ Perris Valley Line Commuter Rail Extension. Riv-erside County Transportation Commission. River-side to Perris, CA. Project Manager. ■ I-15 Railroad canyon road interchange. Riverside County Transportation Commission. Riverside to Perris, CA. Project Manager. ■ SR-55 Improvement Project, from I-405 to I-5 Orange County Transportation Authority. Orange, CA. Project Manager.
Alahesh Thurairajah Geotechnical Manager Earth Mechanics, Inc. Geotechnical and Earthquake Engineering	12	■ Professional Engineer - Civil, California, 2013, C81439 ■ Professional Engineer - Geotechnical, California, 2018, G3123	■ County of San Bernardino, Ten Bridges along National Trails Highway (HBP), San Bernardino County, CA ■ RCTD, Seismic Retrofit of Airport Boulevard Bridge over Whitewater River (HBP), County of Riverside, CA. ■ OCPW, Four Bridge Replacements (HBP), Orange County, CA.

MICHAEL BAKER'S PROJECT ORGANIZATION CHART

2.2.4 PROJECT ORGANIZATION CHART

Michael Baker is pleased to present a team of highly qualified professionals to provide the CVAG with the necessary engineering services for Bridge/Culvert Structures Design and Roadway Engineering with supporting services in the Coachella Valley. The project organization chart on the following page clearly delineates communication and reporting relationships with CVAG among the project staff and subconsultants.



(1) - Cogstone Resource Management
(2) - Contech Engineered Solutions
(3) - Monument
(4) - Earth Mechanics

** Registered outside of California*

SUPPORTING TEAM

ENVIRONMENTAL (CVMSHCP) / BENEFITS OR IMPACTS OF CONCEPTS
Elizabeth Meyerhoff - Environmental
Shelah Riggs - Regulatory
Margaret Bornyasz - Regulatory
Eddie Torres - Air/Noise/GHG
Desiree Renee Martinez, MA, RPA (1)- Cultural
Margo Nayyar - Tribal
Carla Dietrich, PE *, PTOE - Traffic

STRUCTURES
Chad Harden, PE, SE - Structures Lead
Phillip Creamer, PE (2) - Superstructure/Pre-Fabricated Structures

HYDROLOGY & HYDRAULICS
Todd Pitner, PE, QSD/P - H&H Lead
Mujahid Chandoo, PE - H&H
Steven Giffen, PE - Scour Analysis
Danielle Peltier, EIT - H&H Designer

ROADWAY
Frank Tran, PE - Roadway Lead
Jaime Rivera - Roadway Designer
Oscar Gonzalez - Roadway Designer

TRAFFIC/LIGHTING/TRAFFIC CONTROL
Octavio Hernandez, PE - Traffic Lead
Tony Salas, PE * - Traffic Design Engineer
Kimilee Murillo, EIT - Traffic Designer

RIGHT OF WAY / SURVEY / MAPPING
Loran Chick, RLS *
Steven Chi, PLS
Wade Weaver, PLS

UTILITY COORDINATION/RELOCATION
Curtis Bilbolet, SR/WA, R/W-AMC (3) - Utility Coordination Manager

RIGHT-OF-WAY
Kim Bilbolet, SR/WA, R/W-NAC (3) - Right of Way Manager

GEOTECHNICAL
Alahesh Thurairajah, PE, GE (4) - Geotechnical Manager

SECTION 2.3

WORK PLAN

2.3 WORK PLAN

2.3.1 History, Understanding, and Approach

Flooding and blowsand events expose the vulnerability of the Western Coachella Valley transportation network. These events create adverse social, economic, and safety impacts due to emergency roadway closures that paralyze traffic circulation withing the region. Road damage and accumulated blowsand can require significant and time consuming traffic detours and can take hours to weeks to repair. This project will provide final design for three specific locations selected to alleviate the risk and impact of road closure due to these events.

Coachella Valley of Associated Governments (CVAG) selected Michael Baker in 2019 to perform a study of twelve locations throughout the Western Coachella Valley in the Cities of Palm Springs, Desert Hot Springs, and Cathedral City. These locations were selected due to a history of observed impacts from flooding or bulk sand transport and deposition, also known as blowsand. Michael Baker analyzed the 10-year or 100-year storm event (Q10 or Q100) at each of the twelve existing locations. General Plan or ultimate conditions were not incorporated into the preliminary design, as the intent of the project is to construct relief structures in the fastest timeline possible. The analysis was then used for to identify preliminary design alternatives. Once the preliminary designs were identified, the twelve locations were ranked and prioritized based on Emergency Access/Evacuation Impacts, Traffic Volumes and Storm Water Flows. Construction cost estimates were also prepared for each location.

During the process, it became apparent that traditional construction methodologies (i.e. standard bridge designs, etc.) would be cost restrictive and would impede progress toward the goal of quickly reducing traffic impacts due to flood and blowsand. To alleviate the cost impact, Michael Baker teamed with Contech Engineered Solutions to identify a more palatable solution. With cost and speed as the priorities, Michael Baker and Contech selected the Contech Con/Span O-Series Bridge Systems as the recommended design approach. On average, for the locations where data was available, a 65% reduction in proposed cost was realized when selecting the Contech solution. It should be noted that while these solutions realize a significant cost savings in the preliminary stage, until the site has been explored and design has been completed, the actual savings cannot be quantified. Design elements such as scour depth can have significant impacts on foundation design, and cannot be determined until geotechnical explorations have been completed.

The previous study prepared by Michael Baker International, Flood & Blowsand Risk Assessment and Improvement Plan for Western Coachella Valley, identified, developed and evaluated alternative design concepts of various flood crossings throughout the Western Coachella Valley including, Indian Canyon Road crossing White Water River and Chino Canyon Creek, Varner Road crossing Willow Wash and Date Palm Drive crossing Long Canyon Wash. Alternative crossing designs were evaluated based on design criteria including cost, compatibility with future development plans, MSHCP compliance, and other elements.

As a result of this study, Michael Baker International, in collaboration with CVAG and its stakeholders, delivered design alternative concepts for each of the 12 crossings that were well received and provide significant cost savings from the traditional bridge construction methods identified previously in the Transportation Project Prioritization Study (TPPS).

With this current proposal, Michael Baker outlines its approach to expand upon the past study/concepts to support the preparation of final engineering plans. Each flood crossing is unique with its own hydrologic and hydraulic characteristics, design constraints and design objectives, as explained herein.

2.3.2 Technical Considerations

Level of Flood Protection

The base flood is defined in the National Flood Insurance Program (NFIP) as "the flood having a one percent chance of being equaled or exceeded in any given year." As stated in the RFP, the bridge/culvert structures will be designed to convey 100-year flood events at each location.

The flow rates for the 100-year storm for each of the crossings, as identified in past study, are as follows:

Sheet Description	INCN7 (A & B) – N. Indian Canyon Dr.	VRNR2 – Varner Road	DPLM5 – Date Palm Drive
INCN7A	N Indian Canyon Drive	Chino Canyon	4,800
INCN7B	N Indian Canyon Drive	White Water River	47,000
VRNR2	Varner Road	Willow Wash	3,250
Date Palm Drive	Date Palm Drive	Long Canyon Wash	3,250

Hydrology

The flow rates outlined above utilized hydrologic data from past studies, when information was available and deemed reliable/accepted. If hydrologic data was not available, technical studies were performed.

Hydraulics

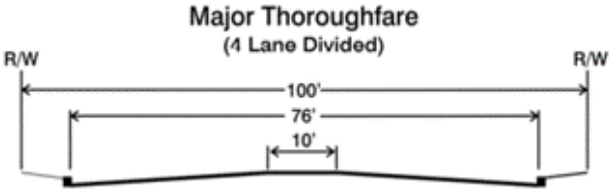
Preliminary sizing of roadway undercrossings were determined using the Bentley FlowMaster Program by Haestad Methods Solution Center. The program allows the user to perform hydraulic calculations for various hydraulic element types, from pipes and open channels to inlets and weirs. Additional hydraulic studies will be required during final engineering to verify capacity of proposed conceptual designs.

Contech Con/Span O-series arch structures are proposed at most crossings and reinforced concrete box culverts where it was not feasible to propose the arch structures. The Alternative Concept Plans show the dimensions, number of barrels, and slopes at each crossing. FlowMaster software program is used to determine the water surface depth (normal depth) at each crossing. Normal depth calculations were performed based on the design flow rates tributary to each crossing in the Cities of Desert Hot Springs, Cathedral City and City of Palm Springs. Output results from FlowMaster are included in Appendix D. The results show that the conceptual culvert dimension shown on the alternative concept plans at each crossing are designed adequately for the safe conveyance of a 10-year and a 100-year flood waters. More detailed hydraulic analysis are recommended for each crossing should the stakeholders approve final design plans for any flood crossing analyzed in this report.

Roadway

Indian Canyon Drive

Indian Canyon Drive is a four-lane divided Major thoroughfare per the City of Palm Springs General Plan. The ultimate cross section is seen below:



Palm Springs General Plan

In addition, Indian Canyon is identified as a Truck Route, and carries a Class II bike lane along it. Indian Canyon is considered a truck route per Palm Springs General Plan.

As it exists today, Indian Canyon varies from two to four lanes through the two locations of the proposed improvements. This project will ultimately widen the existing road to a modified section with 150-foot right-of-way with a 68-foot curb to curb cross section as identified in the Flood & Blowsand Risk Assessment and Improvement Plan for Western Coachella Valley. Raising of the road will involve adjacent grading and protection of existing utilities. All design elements (vertically and horizontally) will be in accordance with Caltrans Highway Design Manual (HDM). Clearances to the existing electric utility lines east of the roadway will be reviewed and verified in compliance with PUC requirements. Should these lines not meet minimum clearance, coordination with Southern California Edison will be necessary to properly relocate the existing transmission lines.

Per CVAG's CV Link plan, a future extension of CV Link is proposed to cross through the south end of INCN7B with a community connector to the Amtrak station to the north. The proposed crossing will be at grade as identified in the Segment 1 Map; however, one consideration at this location would be to determine if an undercrossing in one of the culverts is feasible.

Construction of this project is consistent with the City of Palm Springs General Plan Goal CR2.5, construction of an all-weather bridge crossing along Indian Canyon, would be satisfied by this project.

Varner Road

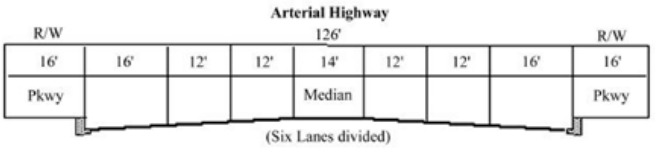
Varner Road is ultimately a six-lane Arterial Highway in accordance with the Cathedral City General Plan. In it's ultimate condition, it is proposed to have a Class II bikeway (bike lane). The ultimate cross section is seen below:



This project will maintain the existing 64-foot right-of-way. The roadway will be designed to maintain existing two way traffic lanes and will incorporate the necessary additional width to accommodate a Class II bikeway.. The roadway will be designed to allow for the future incorporation of the ultimate roadway section. This will include consideration of how future expansion of the Con/Span Bridge will be incorporated as well as the profile and elevation of the roadway.

Date Palm Drive

Date Palm Drive is ultimately a six-lane Arterial Highway in accordance with the Cathedral City General Plan. In it's ultimate condition, it is proposed to have a Class II bikeway (bike lane). The ultimate cross section is seen below:



This project will maintain the existing 126-foot right-of-way. The roadway will be designed to maintain existing turn pockets and through lanes as well as incorporate

the necessary additional width to accommodate a Class II bikeway.. The roadway will be designed to allow for the future incorporation of the ultimate roadway section. The proposed improvements at this location include the installation of a double 10'W X 8'H box. As a part of the preliminary analysis of the project, Michael Baker and Contech will determine whether a Con/Span Bridge can be incorporated at this location.

Traffic Control

Traffic management is paramount during construction. Each location will be reviewed to determine if a local "temporary" by pass road can be constructed in order to facilitate construction. This approach will involve additional environmental coordination, generally due to the fact that the adjacent areas are considered conservation areas. This will be reviewed early in the project design, prior to and during the environmental phase to determine its feasibility.

Should providing a temporary bypass road be infeasible, road closures will need to be considered at each location for construction. Due to the proximity of the work, and the fact that there are limited bypass routes, consideration will need to be given to detouring traffic along the I-10 freeway.

Structures

Michael Baker will has the experience to provide the conventional and constructible solution of prefabricated arch structures as presented in the Flood & Blowsand Risk Assessment and Improvement plan for Western Coachella Valley. The structures, hydraulic and geotechnical team envision the arch structures to be supported on spread footing or pile supported foundations, and protected from scour by scour countermeasures such as concrete lining or rip-rap protection. A concrete channel invert will provide continuity to the scour countermeasure, and allow foundations to remain shallow and cost-effective. However, Michael Baker will also initiate a Type Selection analysis at the beginning of the project to conduct value-engineering early on and confirm preliminary studies.

Structure Type Selection

Michael Baker proposes a bridge Type Selection Report (TSR) as a critically imperative first step for value engineering and potential cost savings for CVAG. The TSR process will have the following specific value-engineering goals for CVAG:

1. Michael Baker is teaming with Contech to seamlessly provide a consistent delivery of solution following preliminary designs identified in the Flood & Blowsand Risk Assessment and Improvement plan for Western Coachella Valley. The subconsultant design fees from Contech can also be applied to the construction contract if Contech is selected to provide delivery of prefabricated arches which is an immediate cost benefit to CVAG.
2. However, further refinement of arch material, such as precast concrete vs. long-spanning steel plate arch, can reduce the number of required foundations and therefore construction cost. Michael Baker, Contech, and EMI will work immediately to focus on refining the baseline designs to reduce foundation locations($) in the channels.
3. If scour magnitudes are significant, it may be cost-effective to reconsider traditional and precast bridge solutions which can expedite delivery of material, further increase spans, and further reduce foundations locations and associated construction costs. Traditional longer span bridges with Type II shafts may be cost-effective alternatives if significant scour is anticipated at arch piers or scour countermeasures are not implemented.
4. The crossing at Date palm is currently identified as a multi-cell reinforced concrete box (RCB). This type of structure is typically cast in place or precast, both of which currently have long lead items for material fabrication and delivery. It may be advantageous to capitalize on the Contractor's economy of scale, and investigate a prefabricated arch solution at this location as well.

Coordinated Structure, Sediment Transport (SCOUR), and Geotechnical Design

Scour will be evaluated using the Federal Highway Administration publication HEC-18, Evaluating Scour at Bridges, Fifth Ed. The river hydraulics will be based on the US Army Corps of Engineers (USACE) HEC-RAS 2D modeling software. The scour analysis uses data collected during PS&E. The median grain size is obtained from the Geotechnical Engineer's Sieve/Hydrometer Analysis and pebble count. The Caltrans Amendments to the AASHTO LRFD Design Guidance define scour susceptibility for a deep foundation when scour exposes the bottom of the pile cap. We evaluate the components of scour (pier, abutment, bend, dune/anti-dune) and summarize the scour in the Final Hydraulic Report. HEC-18 recommends that the design storm, scour design, and scour check flood events be graduated in increasing return frequencies. For the 100-yr design events reported in the preliminary findings, we anticipate the scour check flood being the 200-yr event. The check flood event is estimated by scaling the adopted 100-yr peak flows using regional regression equations. The absence of grade control structures in the vicinity of the proposed bridges will require that we evaluate the long-term bed stability. In an unconfined shallow flooding situation, such as this, the USACE HEC-6T model is used to evaluate the long-term degradation/ aggradation component of the scour analysis.

The most economical and constructable bridge type will consider and balance several highly coupled variables including channel hydraulics and scour design, proposed foundation pile capacity, and bridge loading demands.

There is little available data to estimate design scour at this point in the project development. Scour undermining foundations poses a design challenge to protect vertical

load carrying capacity of the existing bridge/Culvert. To address this challenge, Michael Baker will apply our knowledge gained from the recent work along the Coachella Valley Stormwater Channel at Date Palm Bridge, Monroe Street Bridge, Jackson Street Bridge and the future Avenue 50 Bridge over the Coachella Stormwater Channel. Additionally we have recently completed 2-Dimensional hydraulic analysis in support of the La Entrada development in the vicinity of the future Avenue 50/I-10 interchange. Based on this experience, Michael Baker will confirm the design scour magnitude through sediment transport and scour analysis, and work closely with the geotechnical engineer to confirm the proposed foundations have available capacity during the design event to meet the necessary limit states.

Limit State		Degradation/ Aggradation	Contraction Scout	Local Scour
Strength	min	0%	0%	0%
	max	100%	100%	100%
Strength	min	0%	0%	0%
	max	100%	100%	100%
Strength	min	0%	0%	0%
	max	100%	100%	100%

Michael Baker will combine the components of scour, including degradation / aggradation (general or abutment), contraction, and local (Pier) scour for the Service, Strength, and Extreme events following Caltrans Amendments to AASHTO LRFD Bridge Design Specifications (BDS) Section 3.7.5.

Systems for Planning, Scheduling, Estimating, Managing and Quality Control

We have structured our team to be directly responsive to the needs of this Project. Michael Baker will employ our proven project management approach as summarized below.

SCHEDULE: We understand the importance of meeting the deliverable deadlines, and our reputable team is dedicated to meeting CVAG's timeline. Our available resources ensure ability to accelerate deliverables. Our schedule and progress are carefully monitored through resource-loaded scheduling.

COMMUNICATION PLAN: Communication is the key to a project's success. On many projects, scope creep can easily come into play and affect project budgets and schedules. To prevent this, we push for clear, open, and ongoing communication with CVAG.

SCOPE DEFINITION: A thorough understanding of the purpose and need of the project is essential to ensure the project stays on target and focused on the goal. We work to establish and maintain a clear definition of the goals to keep all parties unified in making project decisions, protecting against scope creep, and helping projects remain on schedule and on budget.

EXPERT DESIGN SERVICES: With vast local experience in paving, grading, drainage, transportation, bridge design, and civil engineering), public information, survey and traffic engineering, we have the staff available to address all of CVAG's design needs anticipated for this contract.

QUALITY CONTROL: Michael Baker has an established QA/QC program that is implemented and appropriately scaled for each project. Our program consists of building in quality at every step of the process, promoting prevention rather than detection. Senior engineering staff conduct a formal independent project review at milestone stages. We will analyze all project documents for constructability, cost control, code requirements, stakeholder coordination, clarity, schedule control, errors and/or omissions and compliance with CVAG requirements.

Michael Baker understands that project quality is our responsibility. Our philosophy is simple: Quality is Non-Negotiable. Our team is fully committed to Quality Management and QA/QC and has a strong history of delivering quality products to our clients. We are committed to completing projects that meet your requirements with respect to scope, schedule, budget, and technical quality.

DISPUTE RESOLUTION: Michael Baker has the background to properly analyze and resolve disputes that may occur. Our project control techniques with cost estimating and analysis, scheduling analysis, and document control enhance our ability to respond to claims or disputes. Michael Baker employs an independent group who responds to requestors' needs for support on major dispute or claim situations from public issues to contractor issues. Our full range of services include review and analysis, mitigation consultation, negotiations, and support to attorneys throughout litigation. Our typical approach when a dispute is submitted is: 1) data collection and understanding of contract documents and claim issues; 2) review of dispute for merit; 3) if merit is confirmed, review the impact; 4) meetings with the client throughout the process to discuss results; 5) meetings with disputing parties to determine resolution; and 6) assist client with further actions per contract if resolution is not reached.

COST CONTAINMENT: Weighing any proposed improvements against the project's purpose and need while considering cost and longevity is critically important. We will address the primary purpose of all project features while maintaining a firm perspective on the project budget. Scope creep can be a problem on these types of projects, through densely developed downtown areas with a multitude of stakeholders. We will maintain regular and as-needed communication with the CVAG Project Manager and will keep the PM abreast of any potential scope changes. Michael Baker will look for ways to maintain or

improve safety conditions without significant increases to the construction costs. We strive for creative, yet cost effective and practical design solutions.

2.3.3 TASKS

Task 1.0 Project Management and Administration

Task 1.1 - Project Kickoff and Regular Design Meetings

Michael Baker will work with CVAG to schedule a project kickoff meeting (pre-design meeting) as well as planned regular status meetings (assumed to be monthly) with CVAG. Additional meetings with key stakeholders will be scheduled and attended as necessary. Michael Baker will provide meeting agendas with input from the CVAG for each meeting and will prepare and distribute meeting minutes.

Assumptions: 18 meetings (1 kickoff, 3 design submittal meetings, up to 36 Monthly PDT Meetings)

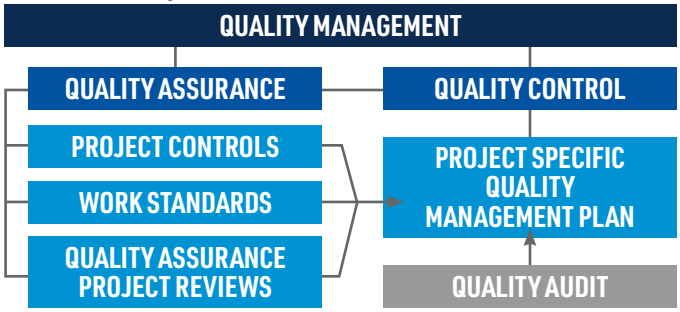
Deliverables: Meeting minutes, within 5 business days of the meeting

Task 1.2 - Monthyl Invoicing & Progress Reports

On a monthly basis, Michael Baker will issue invoices and progress reports to CVAG detailing major items worked on during the billing period as well as percentage complete for each task. This report will include all necessary back up and will serve to establish internal accounting methods and procedures acceptable to CVAG for documenting and monitoring contract costs. A master schedule will be developed as part of this task and will be updated monthly as part of the progress reports.

Deliverables: Monthly invoice and progress report

Task 1.3 - Quality Control



The Michael Baker Team shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to the Project. The Michael Baker Team shall have a quality control plan in effect during the entire time services are being performed for this Project. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then saved in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by CVAG. All plans, calculations documents and other items submitted to CVAG for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

The Michael Baker Team has full responsibility for the accuracy and completeness of data, reports, plans, specifications, and estimates prepared for the Project and shall check all such material accordingly. CVAG will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of the Michael Baker Team. Neither CVAG's review or approval shall give rise to any liability or responsibility on the part CVAG, or waive any of CVAG's rights, or relieve the Michael Baker Team of its professional responsibilities or obligations for this project.

The plans, designs, estimates, calculations, reports and other documents furnished shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by CVAG and other Agencies involved in the Project. If any work product submitted is not complete and ready for use by CVAG, it shall be marked "Draft" or similar designation to indicate it is not ready for use.

Task 2.0 Survey

Task 2.1 Aerial Topographic Survey

Michael Baker will conduct an aerial topographic survey to locate existing control points and all existing above ground features at each curb return and traffic signal location. Topographic survey will include visible utility appurtenances, pull boxes, manholes, cabinet, meters, vaults, irrigation facilities and appurtenances, drainage inlets, including the inlet/outlet pipe elevations, gutter flow lines, and gutter lip.

Field topographic survey will be performed where additional field information is necessary to improve the aerial survey information.

Assumptions: Survey limits assumed to be 100-feet either side of centerline with final limits to be determined during design.

Task 2.2 Right of Way Record Map, Records Research and Field Assessment

Michael Baker will complete the necessary research to gather and review available information such as preliminary reports, record drawings, tract maps, assessor parcel maps, right-of-way maps, previous surveys and investigations, street centerline ties, and utility maps. To plot the record

position of the right of way lines in the approximate orientation with a specific coordinate system, compiled aerial topographic base data or other overlay features, the Michael Baker survey team will perform the following tasks:

- Research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property;
- Prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments;
- Field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping;
- Plot the record centerline;
- Plot the record boundary lines on the aerial base map, with the understanding of the Client that said record boundary is not the result of a comprehensive boundary survey and analysis, and that it's orientation may disagree from the position determined by a full boundary survey and analysis.

Additionally, our team will complete a field review investigating any issues identified in the scope of work as well as those identified in the kickoff meeting. During this walk, we will document pertinent field conditions, utility appurtenances and photo document all locations. The result of this task will be a detailed base map, including record right of way lines, to be used as the basis of the 65% designs.

Assumptions: Adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey. If additional survey services need to be performed to adequately recover survey monumentation, additional funding will be necessary and negotiated with the client. Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, shall be covered by Client.

Deliverables: Document Research and Data Collection with Field Verification, Base Map

Task 2.3 – Pothole Surveys

Consultant shall locate utilities exposed by potholing operations. The survey location shall include the elevations of the top of the exposed utility, the location of the utility and a description, including size, insofar as size can be determined. Potholing shall be done by a subconsultant.

Should the Client or potholing contractor determine that potholes must be backfilled prior to field survey, Michael Baker International shall locate marks made by the contractor indicating the location, elevation and description of the utility.

Task 2.4 – Monument Rehabilitation

Consultant shall perform a field survey to verify, set or and/or measure sufficient reference tie accessory points and/or monuments to each location of centerline control that may be destroyed during the construction of the project, as required under Section 8771 of the Professional Land Surveyor Act. Consultant shall use other physical monuments or their accessories if practical to the location. Upon completion of initial field work, Consultant shall prepare and submit Pre-Construction Corner Records to the County Surveyors Office.

After completion of construction, reconstruction or maintenance, and within twenty (20) calendar days, Consultant shall replace any disturbed or destroyed monuments or their accessories as required under said Section 8773.3 of the P.L.S. Act. Consultant shall submit a final Corner Record to the County Surveyors Office for filing as a public record, said final Corner Record document showing the monument(s) or its accessories destroyed, tied out and replaced.

Copies of all documents submitted to the County shall be provided to CVAG.

Task 3.0 - Right-of-Way (Monument)

The Western Coachella Valley Flood and Blowsand Road Improvement Project, Phase I (Project) will require the acquisition of additional right-of-way and/or temporary construction easements to facilitate the construction of the proposed improvements. Based on information provided in the RFP, the Project will impact private and publicly owned vacant properties along both sides of the following roadways:

- Indian Canyon Drive from Sunrise Parkway to Palm Station Road - This includes approximately eight (8) partial acquisitions and temporary construction easements.
- Varner Road from Mountain View Road to Date Palm Drive - This includes approximately thirty-nine (39) temporary construction easements.
- Date Palm Drive from I-10 to Varner Road - This includes approximately fifteen (15) temporary construction easements

Monument will provide right-of-way (ROW) project delivery services, including project management, acquisition and negotiations, appraisal, utility relocation, title and escrow, right-of-way certification and other right-of-way services. The ROW scope of work for this contract will consist of the following:

Task 3.1 Project Management

Monument's Project Manager and key staff will be responsible for the technical and administrative functions required to provide ROW services on the Project. The management team will plan, organize, supervise, coordinate, and administer the various elements of the ROW scope of work.

- Monument will meet with relevant parties regarding proposed Project to identify acquisition issues, and/or to discuss project status, procedural issues, budget, and schedules.
- Prepare and implement an effective Acquisition Management Plan to ensure the Project is delivered in the most efficient and effective

manner and in compliance with all applicable laws, regulations and procedures.
- Meet with CVAG on a regular basis to communicate project updates, coordinate right-of-way issues and make recommendations to CVAG on policy development, risk mitigation and general project consultation.
- Prepare and deliver written progress status reports for acquisition and relocation cases.
- Participate in project related meetings, make public presentations to individuals and organizations and represent CVAG in presentations and public hearing on all matters pertaining to the acquisition process.
- Update each parcel file checklist (our QA/QC Manager will conduct weekly reviews of the project reporting to ensure compliance with CVAG and regulatory compliance).
- Finalize all work product, provided services and prepare and deliver presentations to CVAG staff and key stakeholders, as appropriate.
- Assist CVAG with any file audits.

Task 3.2 Right-of-Way Cost Estimates and Data Sheets

The scope of work for preparing Right-of-Way Data Sheets for each alternative under consideration includes:

- Take an inventory of the affected properties for each selected option.
- Using public Assessor's Roll information, investigate the ownership and lot size of each affected property.
- Visually inspect each property (exterior street view) and evaluate effects of proposed acquisition.
- Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each partial acquisition (plus any damages) using the data sets created and utilizing our various real estate value data bases.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/escrow, and legal services).

If the acquisition program is to be phased or implemented at a future date, formulized spreadsheets will be created which apply the appropriate cost escalation factors to reflect the projected schedule. The final cost information determined from the accumulation of data will then be transferred into the appropriate format for application to the Right of Way Data Sheets, or format required by the project.

Deliverables: Report containing a textual description of the project areas studied, a summary of total probable costs of the study area itemized by major component, and will include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets contain a parcel-by-parcel breakdown of all probable costs.

Task 3.3 Appraisal Reports

- The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance with applicable laws and policies.
- Prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing CVAG's acquisition process, and contract information to answer questions and concerns.
- The appraisal report will comply with the Uniform Standards of Professional Appraisal Practice (USPAP).
- Perform an inspection of the subject property.
- In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
- Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

Task 3.4 Appraisal Review

Review appraisals will be provided for each appraisal, and in accordance with State and Federal law and CVAG policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
  - Subject of the appraisal review assignment.
  - Effective date of the review.
  - Property and ownership interest appraised (if any) in the work under review.
  - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to CVAG for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

Task 3.5 Right of Entry Permits

Monument will secure temporary access onto private property(ies) for environmental, planning, or preliminary investigation or construction activity. Monument will:

- Prepare the temporary access document, such as Right of Entry permit (ROE) documents and secure approval as to form from CVAG.
- Establish personal contact with property owners, wherever possible, present details of ROE.
- Negotiate with property owners and secure execution of required agreements.
-
- Facilitation of any payments from CVAG to private property owners via mail.
- Reasonable assistance to project survey team with special owner

request and access concerns.

Task 3.6 Acquisition and Negotiation

Monument will provide ROW delivery services required for CVAG to purchase ROW required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and CVAG's ROW Policies and Procedures. Monument will be provided with a copy of CVAG's ROW Policies and Procedures Manual upon award and execution of a contract.

Monument will provide the following services under the direction of CVAG staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the CVAG's Policies and Procedures and applicable Federal, State and local regulations.
- Coordinate and manage the acquisition process with the CVAG, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review ROW plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of CVAG's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with each property owner to present CVAG's purchase offer, explain the project design requirement and inform him or her of the CVAG's ROW acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Promptly transmit executed documents (acquisition agreements, executed deeds, and the like) to CVAG for acceptance and processing. Prepared and submit a Letter of Recommendation to CVAG for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to CVAG. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with CVAG in recommending solutions to achieve acceptance of the offer.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to CVAG for review and acceptance.
- Monument will provide CVAG with the original acquisition file as well as electronic copy of files for future audit purposes.

Task 3.7 Escrows Coordination

After an offer is accepted and the purchase agreement is approved by CVAG, Monument's Escrow Coordinator will transmit the original documents to the escrow company and request that the title company send an updated Preliminary Title Report.

- The Escrow Coordinator will review the updated title report and prepare a memorandum of disapproved title exceptions.
- The escrow company will prepare escrow instructions, transmit a copy of the purchase contract to the title company and begin the process of satisfying all monetary liens, prorating taxes and clearing adverse title exceptions and encumbrances.
- Upon escrow's request for funds from CVAG, the estimated closing amount will be deposited in escrow, and upon close, the escrow holder will record a deed and issue a title insurance policy.
- The Escrow Coordinator will provide ongoing support to the escrow officer to ensure the timely execution of escrow instructions, coordination of title clearance documents and processing of wire transfers.
- Escrow closure generally will be accomplished in 30 to 60 days.

Task 3.8 Right-of-Way Certification

Monument will prepare and submit to Caltrans, and FHWA, if necessary, a right-of-way certification form and other required documents in accordance with the Caltrans Right of Way Manual and FHWA requirements.

- Compile property acquisition documents and supporting maps and/or plans to support right-of-way certification form.
- If necessary, coordinate with relevant parties to compile utility back-up documents to support the right-of-way certification form review.
- Correspondence with Caltrans to facilitate timely review and certification of acquired property rights for project construction.
- Hold bi-weekly or monthly meetings with project team to ensure certification is in compliance with project schedule.

Task 3.9 Eminent Domain Support

If requested, coordinate with CVAG's condemnation counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time-and-materials basis.

Task 4.0 H&H/Roadway Drainage

Task 4.1 Scour Analysis

Michael Baker will prepare 2-Dimensional hydraulics for each of the four crossings using the USACE HEC-RAS 2D model. The model will use 1m resolution Digital Elevation Model (DEM). This elevation model provides a single point elevation in each square meter of the terrain. This is anticipated to provide adequate definition to determine flow

direction and hydraulic parameters. The 1m DEM will be obtained from commercially available data sources such as Intermap and is included in the other direct costs in our cost proposal.

Using the 2-Dimensional hydraulic results, the USACE HEC-6T tool will be used to evaluate the long term aggradation/degradation component of site scour. FHWA Publication HEC-18 "Evaluating Scour at Bridges" will be used to determine the scour components of short term, abutment, and pier scour. The design storm is the 100-yr event and the scour check flood will be the 200-year event. Based on our experience with Coachella Valley Water District, and their extensive data in the area, we anticipate that we will also include a general scour calculation using the Blench and Lacey regime equations. This is a standard practice in the Coachella Valley and in highly mobile, small grained soil situations. If the geotechnical analysis determines that the soils are more cohesive and larger grained, the use of the regime equations will be reevaluated.

The hydraulics and scour analysis will be summarized into the Preliminary and Final Hydraulics Reports (PFR and FHR respectively). The PHR will generally contain the record hydrology data obtained from the agencies, 2-D hydraulics, preliminary scour results using estimated grain sizes, water surface elevations for the bridges and culverts. The FHR will contain similar data except that the scour results will be updated using the geotechnical investigation data. The PHR and FHR will be formatted to meet the Caltrans Memo To Designers 16-1 (MTD 16-1) and are limited to the bridge locations.

The results of the offsite 2D hydraulics and scour analysis will be summarized into Hydraulics Basis of Design Reports. This report will summarize the procedures and calculations used to determine the scour depths and will contain recommendations for scour design at each culvert, crossing, and at locations where flows are directed along the roadway improvements to protect the roadway embankment from scour. Additional locations will be included where scour critical elements are identified, such as electrical poles in the vicinity of the culverts/roadway improvements.

Assumptions: It is assumed that the existing road serves as a grade control structure. To maintain the geomorphology of the drainages, and prevent erosion, invert lining and toe downs will be included in the design recommendations. The grade control structure will protect the bridge foundations and limit the depth of scour. We anticipate this approach will meet the Caltrans Amendments to the AASHTO LRFD guidelines. At the proposed box culverts, inlet and outlet scour protection will be designed to prevent undermining of the box culverts. This design will follow references such as, but not limited to, the: Caltrans Highway Design Manual, FHWA Publication HEC-14 "Hydraulic Design of Energy Dissipators for Culverts and Channels", and FHWA Publication HEC-23 "Bridge Scour and Stream Instability Countermeasures: Experience, Selection, and Design Guidance (Vols 1 & 2).

It is assumed that the existing hydrology data is adequate to develop the 2-dimensional models. If additional hydrology analysis is necessary to support 2D modeling, it will be addressed as a separate addendum. Because this project lies within the Colorado River Basin and is ultimately tributary to an engineered, hardened, and maintained channel (the Whitewater River), hydromodification studies and preparation of a Caltrans format Rapid Stability Assessment or other hydromodification analysis/design is excluded from this project.

Deliverables:

- Hydraulics Basis of Design Report for each local jurisdiction (two reports total)
- Preliminary Hydraulics Report for each culvert/bridge crossing (four reports total)
- Final Hydraulics Report for each culvert/bridge crossing (four reports total)

Task 4.2 Roadway Drainage

Michael Baker intends to validate and expand upon the past study/concepts, as necessary, and perform the required technical hydrology studies to support Task 4.1, Scour Analysis and preparation of final engineering plans. A Hydrology Report will be prepared to accompany the engineering plans which will discuss the design approach and design flows at each flood crossing. Supporting hydrology calculations to be provided. Note that this report is independent of the Preliminary and Final Hydraulics Reports discussed in Task 4.1.

A separate Hydrology and Hydraulic Report will also be prepared for the evaluation of stormwater runoff from the proposed street improvements and upstream tributaries within the street right of ways. This analysis will evaluate the 10-year and 100-year storm to ensure flood protection is provided, per RCFC&WCD flood protection criteria. The 10-year flood shall be contained within the top of curbs, if applicable. The 100-year flood shall be contained with the street R/W limits. Storm drain inlets and/or conveyances will be added at critical locations, as required. Mitigation measures will be provided, as necessary, to ensure stormwater flows are discharged from the streets to the receiving channels at non-erodible velocities.

Task 4.3 NPDES Compliance

Priority Development Projects (PDPs) require compliance with Regional Board Order No. R7-2013-0011, also referred to as the Regional Municipal Separate Sewer System (MS4) Permit (Permit). This Order is an area-wide urban runoff management program for Riverside County Flood County Flood Control and Water Conservation District, the County of Riverside, Coachella Valley Water District

and the Unincorporated cities of Riverside County with the Whitewater River Basin.

A Water Quality Management Plan may be required by the local agency, as is allowed by the Permit. This project does not trigger any of the eight Priority Development Project categories, however due to the high profile nature and location of the project, a WQMP may be requested. This has been included as an optional task, pending determination by the Cities.

Task 5.0 Environmental Review, Coordination, Design and Permitting

The Western Coachella Valley Food and Blowsand Roadway Improvement Project is subject to Federal and State environmental review and permitting requirements because the Coachella Valley Association of Governments requires an approval from FHWA. As such, the project is subject to the California Environmental Quality Act (CEQA) and the National Environmental Protection Act[1] (NEPA) for environmental assessment and compliance. This environmental review process considers other applicable Federal laws under the purview of other agencies (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act), and the completion of any environmental permit, approval, review, or study required under those other Federal laws.

CVAG is the project proponent and the CEQA lead agency. FHWA's responsibility for environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being carried out by the California Department of Transportation (Caltrans) pursuant to 23 United States Code Section 327 (23 USC 327)[2] and the Memorandum of Understanding dated May 27, 2022 and executed by the FHWA and Caltrans.

Michael Baker's environmental work plan identified below is derived from the FHWA's Annotated Outline[3] for the preparation of a joint CEQA/NEPA document, referred as the Environmental Impact Report and Environmental Impact Assessment (EIR/EIS) document. Additionally, our work plan includes the preparation of technical studies, public scoping meetings, mandatory project noticing, and regulatory coordination, consultation, and permitting with various wildlife and regulatory agencies.

Task 5.1 Project Initiaion and Project Description

Task 5.1.1 Project Initiation for Environment Work Plan

Michael Baker will conduct an environmental project kickoff meeting with CVAG to obtain agreement on the basic project elements and define the project description and work plan. Michael Baker will review related project documents and relevant available information and conduct a visit to each of the three (3) sites.

Deliverable: Meeting Agenda and Meeting Minutes in PDF Format

Task 5.1.2 Literature/Record Research and Project Description

Michael Baker will obtain and review data for the analysis of project-relevant policies and documentation, as well as from local, state, and Federal agencies, which may be affected by the project. This information, along with data and information available from CVAG will become part of the foundation for the EIR/EIS.

Michael Baker will prepare a draft project description for review and comment by CVAG staff. After receiving comments and making the appropriate changes, we will submit a revised version of the project description, which will become the basis for the project's environmental analysis and technical studies.

Deliverables: Draft and Final Project Description in PDF Format

Task 5.2 - Technical Studies

Task 5.2.1 Air Quality Analysis

Michael Baker will summarize the existing Federal, state, and local air quality regulatory environment as it affects the proposed project and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

Regional Conformity. Michael Baker will evaluate whether the project meets regional transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California

[1] *Since 2007, Caltrans has performed federal responsibilities for environmental decisions and approvals under NEPA for highway projects in California that are funded by FHWA. These responsibilities have been assigned to Caltrans by FHWA pursuant to two Memoranda of Understanding (MOU) signed by FHWA. The 23 USC 327 MOU allows Caltrans to approve Environmental Assessments (EA) and Environmental Impact Statements (EIS), and Categorical Exclusions that cannot be approved as 326 CEs. The MOU between the Federal Highway Administration and the California Department of Transportation concerning the state of California's participation in the surface transportation project delivery program pursuant to 23 U.S.C. 327, signed May 27, 2022.*

[2] *https://dot.ca.gov/programs/environmental-analysis/nepa-assignment/assignment-under-the-23-usc-327-mou*

[3] *https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/forms-templates*

Association of Governments (SCAG).

Project-Level Conformity. Michael Baker will evaluate whether the project meets project-level transportation conformity requirements, which will also be used to support the CEQA/NEPA analysis.

- **Localized Carbon Monoxide Hot Spot Analysis**. Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
- **Localized PM2.5/PM10 Hot Spot Analysis.** The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local PM2.5 and PM10 concentrations. Michael Baker will prepare the required PM Conformity documentation and submit to Caltrans for review and approval. Caltrans will then forward the documentation to the SCAG Transportation Conformity Working Group (TCWG). Michael Baker will lead the TCWG interagency consultation on behalf of the project sponsor via conference call. Based on our review of the proposed project description, it is assumed that the project will not be considered a Project of Air Quality Concern (POAQC), and that a screening-level PM conformity analysis will be sufficient.

Evaluation of Construction-Period Emissions. A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model (RCEM).

Evaluation of Operations-Period Mass Emissions. Regional criteria pollutant emissions will be quantified using project-level vehicle miles traveled and EMFAC2017 emissions factors (with CARB SAFE Rule adjustment factors).

Mobile Source Air Toxics. Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed in NEPA documents. It is assumed that a qualitative analysis will be prepared.

Deliverables:

- Draft Air Quality Assessment report (electronic format)
- Final Air Quality Assessment report (electronic format)

Task 5.2.2 Greenhouse Gas Emissions

A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Operations-period GHG emissions will be quantified using regional daily vehicle miles traveled and EMFAC2017 emissions factors. Michael Baker will present a comparison of GHG emissions under the Build Alternatives and the No-build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change also will also incorporate the most recent guidance found on the Caltrans Standard Environmental Reference (SER) and Caltrans annotated outline. Construction GHG emissions will be quantified using the RCEM.

Deliverables:

- Draft GHG Emissions report (electronic format)
- Final GHG Emissions report (electronic format)

Task 5.2.3 Energy Assessment

Michael Baker will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix G and Appendix F of the State CEQA Guidelines. These statutes and guidelines require a project to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. In addition, Appendix G of the CEQA Guidelines requires a consistency analysis with state or local plans for renewable energy or energy efficiency. The analysis will analyze energy consumption associated with short-term construction activities and long-term operations using EMFAC2017. The analysis will also discuss the effects of the project on regional and local energy supply, demand, and resources, and the project's consistency with energy standards and requirements.

Deliverables:

- Draft Energy report (electronic format)
- Final Energy report (electronic format)

Task 5.2.4 Noise Study Report

Michael Baker will assess the noise impacts associated with implementation of the proposed project. The noise analysis will be presented in a Noise Study Report (NSR) consistent with the procedures and requirements specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol). The NSR will satisfy the requirements of NEPA and CEQA.

Michael Baker noise staff will prepare a Noise Work Plan for Caltrans review and approval prior to initiating the noise work.

Michael Baker will conduct traffic noise modeling of the build alternative and the no-build alternative using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. This scope assumes that the project engineer will provide 3-D Computer Aided Design (CAD) topographical maps, with elevation contours at no greater than 2-foot resolution, that extend at least 500 feet outside of the right-of-way in all directions. TNM will be used to model worst hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year conditions with and without the proposed project.

Michael Baker will prepare a NSR addressing the requirements of 23 CFR 772 in accordance with guidance

in the Protocol and following the NSR format indicated in the Caltrans Annotated Noise Study Report Outline. Should impacts be identified, the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts.

Deliverables:

- Draft Noise Study report in PDF Format
- Final Noise Study report in PDF Format

Task 5.2.5 Cultural Resources Assessment

Michael Baker will prepare the cultural resources studies necessary to address requirements of Section 106 of the National Historic Preservation Act (NHPA), NEPA, CEQA, and the Caltrans 2014 First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (Section 106 PA). Reports will be prepared in compliance with the Caltrans Standard Environmental Reference (SER). It is anticipated that two documents will be required: a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) per Caltrans standards. These reports will be submitted concurrently. The reports will satisfy requirements of CEQA and Section 106 of the NHPA.

The HPSR is the cover document for cultural resources technical studies and the ASR documents the identification efforts for archaeological resources. To complete these studies, we will complete:

- The Area of Potential Effects (APE) delineation pursuant to Caltrans standards.
- A records search at the Eastern Information Center with a 1/2-mile search radius. The records search identifies previously recorded or otherwise known cultural resources and previous cultural resources studies within or adjacent to the APE. A review of cultural resource inventories will be completed to identify cultural resources that may be listed within or adjacent to the APE. If available, appropriate City/County listings will be reviewed.
- Background research and literature review consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives. The background research will identify previously recorded or otherwise known cultural resources.
- As-built request to Caltrans and review to guide the buried site sensitivity analysis.
- Consultation with the Coachella Valley History Museum to identify any information or concerns they may have about the project within the APE.
- A Native American Heritage Commission Sacred Lands File search to assist Caltrans with meeting Native American consultation requirements pursuant to Section 106 of the NHPA. We will contact the Native American Heritage Commission in Sacramento for a review of the Sacred Lands File to determine if the APE contains any known sacred lands, and a list of Native American contacts who may have concerns about the project within the APE. We will work with Caltrans to draft and send a consultation letter to tribes identified on the NAHC contact list. We will follow up on consultation requests with an email and/or phone call to the tribes. No meetings with tribes have been scoped for this project.
- An archaeological field survey of the 4.5-mile APE.
- Consultation with Caltrans Professionally Qualified Staff throughout the document preparation process.

AB 52 Consultation: We will assist CVAG with Native American consultation requirements pursuant to Assembly Bill (AB) 52.

Deliverables:

- Draft Historic Property Survey Report and Archaeological Survey Report in PDF Format
- Final Historic Property Survey Report and Archaeological Survey Report in PDF Format
- AB 52 consultation letter in Word Format

Task 5.2.6 Transportation

CEQA Vehicle Miles Traveled Assessment

Michael Baker will conduct a Vehicle Miles Traveled (VMT) analysis consistent with the County of Riverside Transportation Analysis Guidelines for Level of Service, Vehicle Miles Traveled (December 2020) or other guidelines as directed by CVAG staff at the time of analysis. Based on a preliminary review of the transportation project screening criteria, it is anticipated that the Varner Road and Date Palm Drive projects can be determined to have a less-than-significant transportation impact since these projects will not include adding motor vehicle throughput capacity to each of these roadways. However, since the Indian Canyon Drive project is anticipated to include an increase in motor vehicle capacity, the project is anticipated to require a full VMT assessment to calculate VMT using a regional travel demand model. Michael Baker will lead the VMT assessment effort with travel demand modeling support from Translutions, Inc.

Screening Memorandums (Varner Road and Date Palm Drive)

Michael Baker will conduct the detailed VMT screening analysis consistent with the appropriate guidelines for the Varner Road and Date Palm Drive projects. The Michael Baker Team anticipates that each of these projects will be exempt from a full VMT assessment upon completion of the screening criteria review given the lack of increased motor vehicle capacity.

VMT Assessment Memorandum (Indian Canyon Drive)

Michael Baker will prepare a methodology memorandum to serve as a scoping document which will outline the recommended VMT analysis methodologies and assumptions. The methodology memorandum, which will include the detailed screening analysis and will be submitted to CVAG staff for their review prior to conducting any required VMT analysis. Michael Baker has the in-house qualifications to conduct this analysis with travel demand modeling support provided by Translutions, Inc. Translutions will modify the RivTAM to evaluate the Indian Canyon Drive project including roadway widening. Consistent with the VMT guidelines, this task will be conducted using the base and future year models. It is not anticipated that significant network edits will be required as part of this task. Based on the requirements, VMT for the following scenarios will be calculated: (1) Base Year without project; (2) Base Year with project; (3) Future Year without project; and (4) Future Year with project.

Feasible mitigation measures will be recommended and calculated either based on the County of Riverside Checklist, the CAPCOA checklist, or using percentage VMT reductions from CalEEMod. Michael Baker will prepare a VMT assessment memorandum to discuss the findings of the analysis. This scope of work includes a total of two submittals to the CVAG (one draft report for CVAG review and one final report with CVAG comments addressed).

NEPA Support
Additional traffic operations analysis will be prepared to support the NEPA process. This task will include development of segment traffic volumes for the each of the three projects. Further study will be prepared for the Indian Canyon Drive project to evaluate the capacity expansion. This task will result in the following:

1. **Varner Road** - Traffic Volume Technical Memorandum to document the segment daily, AM Peak Hour, and PM Peak Hour volumes along the corridor, by direction. Volumes will be developed for Existing, Opening Year, and Design Year conditions. Future No Build and Future Build traffic volumes are anticipated to be the same.
2. **Date Palm Drive** - Traffic Volume Technical Memorandum to document the segment daily, AM Peak Hour, and PM Peak Hour volumes along the corridor, by direction. Volumes will be developed for Existing, Opening Year, and Design Year conditions. Future No Build and Future Build traffic volumes are anticipated to be the same.
3. **Indian Canyon Drive** - Traffic Operations Analysis Technical Memorandum to document the volume development and traffic operations analysis. The operations analysis will be conducted to support the NEPA process given the planned capacity expansion along the corridor.

Analysis methodologies, assumptions, and findings will be documented in three separate technical memorandums, one for each project. This scope of work includes a total of two submittals to the CVAG (one draft report for CVAG review and one final report with CVAG comments addressed).

Traffic Data for Air Quality and Noise Analysis
Additionally, traffic data not required for the previous analysis, but needed for the air quality and noise analysis will also be developed as needed including:

1. Segment traffic operations analysis for the Varner Road and Date Palm Drive projects to obtain operating speeds.
2. Regional VMT for the Opening Year No Build and Build conditions for the Varner Road and Date Palm Drive projects.

Deliverables (in electronic format):

- CEQA Vehicle Miles Traveled Assessment in PDF Format consisting of:
- Varner Road VMT Screening Memorandum
- Date Palm Drive VMT Screening Memorandum
- Indian Canyon Drive VMT Screening and Methodology Memorandum
- Indian Canyon Drive VMT Assessment Memorandum
- NEPA Support in PDF Format consisting of:
- Varner Road Traffic Volume Technical Memorandum
- Date Palm Drive Traffic Volume Technical Memorandum
- Indian Canyon Drive Traffic Operations Analysis Memorandum
- Dataset for use in the air quality and noise technical studies

Task 5.2.7 Location Hydraulic Study and Summary Floodplain Evaluation Report
The project locations lie within mapped FEMA Floodplains per FEMA Panel Nos. 06065C0895G and 06065C1577G (both Effective 8/28/2008). Because this project lies within a mapped floodplain, Federal Regulations and Executive Order 11988 and Riverside County Ordinance 458 require that the flood hazard risk be evaluated. MBI has extensive experience preparing Location Hydraulic Studies (LHS) and Summary Floodplain Evaluation Reports (SFER) for review by Caltrans District 8 as part of their oversight process. Michael Baker will complete the Location Hydraulic Study and Summary Floodplain Evaluation Report in accordance with Chapter 17 of the Standard Environmental Reference and HDM Figures 804.7A and 804.78. Existing Condition hydrology and hydraulic models will be referenced from existing studies. New off-site (Regional) hydrology is not included in this scope of work.

Deliverables:

- Draft Location Hydraulic Study and Summary Floodplain Evaluation Report in PDF Format
- Final Location Hydraulic Study and Summary Floodplain Evaluation Report in PDF Format

Task 5.2.8 Water Quality Assessment Report
A Water Quality Assessment Report (WQAR) will qualitatively discuss the project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable stormwater

regulations and consistent with the NPDES permit requirements. The report will discuss the following:

- The evaluation of the potential impacts related to implementing the project.
- Regional Hydrology, Local Hydrology, Floodplains, Precipitation and Climate, Groundwater Resources, Soils/Erosion Potential, Surrounding Land Uses, and Topography.
- The applicable requirements of the local NPDES permit (Order No. R7-2013-0011, or subsequent permit in effect at time of preparation), Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. A risk analysis will be conducted consistent with the California Statewide General Construction Permit (Order 2009-0009-DWQ).
- Potential stormwater quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the project.

Deliverables:

- Draft Water Quality Assessment Report (electronic format)
- Final Water Quality Assessment Report (electronic format)

Task 5.2.9 Biological Assessment

Michael Baker will conduct a database search of the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database, the California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation online system and Critical Habitat mapper to preliminarily identify any special-status biological resources known to occur within the general vicinity of the project sites. In addition, a detailed review of the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP) will be conducted for implications on the proposed project.

Michael Baker will systematically survey the project site to document baseline biological conditions and evaluate the site's potential to support special-status plant and wildlife species, including habitats and species covered under the MSHCP. The field survey will be conducted by a qualified biologist(s) to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. In addition, the location of any special-status plant and wildlife species and vegetation communities will be mapped, if present on-site. Vegetation communities occurring within the project site will be classified in accordance with the vegetation descriptions provided in the MSHCP and cross-referenced with A Manual of California Vegetation (Sawyer et al. 2009). Data collected during the field survey will provide an overall understanding of the project setting and biological resources potentially occurring in the area.

Michael Baker will then prepare a comprehensive report to summarize the information and results obtained during the literature review and field survey, document all plant, wildlife, and vegetation communities observed, and determine the potential for any special-status species to occur on or within the vicinity of the project sites. In addition, the report will provide an analysis of anticipated project-related impacts to biological resources and identify any additional biological surveys, mitigation measures, and/or permit requirements that may be required prior to implementation of the proposed project. Further, the report will include a consistency analysis to document compliance with the MSHCP and identify potential impacts to MSHCP-covered species and habitats. The final report will be sufficient for use by Caltrans as the federal lead agency to demonstrate compliance with CEQA and NEPA. Site photographs taken during the field survey and Geographic Information Systems figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site.

Assumptions and Exclusions: This task anticipates the field survey effort will be conducted in two (2) days and allows for two (2) rounds of review/revisions to the draft report before accepted as final. This task also assumes that the CVAG will provide full access to the project site, as well as keys to locked gates and advance notice of our right of entry. This task also assumes that the report will not be prepared following Caltrans guidelines for preparation of a Natural Environment Study/Natural Environment Study-Minimal Impacts (NES/NES-MI). If required, an additional scope and fee would be required and submitted to CVAG for review/approval.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final report to CVAG.

Task 5.2.9.1 Focused Burrowing Owl Surveys

Based on a preliminary review of occurrence records in the CNDDB (CDFW 2022), burrowing owls have been documented within the vicinity and in similar habitat to that which occurs on the project site. Therefore, to ensure the analysis of potential impacts to biological resources is compliant with current standards under the CEQA, requirements of the MSHCP, and guidance provided by CDFW, Michael Baker biologists will conduct focused surveys to map the extent of suitable habitat and confirm the presence/absence of burrowing owls on and within the immediate vicinity of the project site.

All suitable burrows/nest sites, including rock piles and non-natural substrates, will be mapped and thoroughly examined for signs of presence and all burrows encountered will be examined for shape, scat, pellets, feathers, tracks, and prey remains. The locations of any remnant/occupied burrows/nests or burrowing owl sign will be recorded with a hand-held GPS unit.

Following the completion of the final survey, Michael Baker will prepare a letter report summarizing the methods, conditions, and results of the focused surveys. Site photographs and GIS figures will be included in the final report to further enhance written text and visually depict the locations of any suitable habitat/burrows, occupied or remnant burrows, sign, and/or burrowing owls, if found.

Assumptions & Exclusions: This task assumes four (4) field surveys will be conducted and allows for one (1) round of response to comments on the draft report before accepted as final. This task excludes the preparation of a Burrowing Owl Exclusion Plan.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final report to CVAG.

Task 5.2.9.2 Coachella Valley Fringed-Toed Lizard Protocol Surveys

Based on a preliminary desktop review, a number of records of the federally-listed-threatened and State-listed endangered Coachella Valley fringed-toed lizard (Uma inornate) occur within close proximity of all three road segments. This species is also a Covered Species under the CVMSHCP. As a result, Michael Baker proposes to conduct protocol-level surveys for this species following USFWS (2007) protocols described in Coachella Valley Fringe-toed Lizard (Uma inornate) Survey Protocol. Per protocol, six surveys would be conducted between April and October over the same area on separate days, using transects spaced five (5) meters apart. Surveys would be conducted following the time of day, temperature, and other requirements outlined in the USFWS protocols. Following completion of the surveys, a letter report describing the survey methods and results would be prepared.

Assumptions and Exclusions: This task assumes the six (6) focused field survey prescribed under the protocol will be conducted by three (3) qualified biologists and allows for one (1) round of review/revisions of the survey report prior to accepted as final.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final survey report to CVAG.

Task 5.2.9.3 Rare Plant Surveys

Based on a preliminary desktop review, records of the federally-listed endangered Coachella Valley milk-vetch (Astragalus lentiginosus var. coachellae) occur within proximity of all three road segments. This species is also a Covered Species under the CVMSHCP. As a result, Michael Baker proposes to conduct rare plant surveys during the blooming period (February through May) for this species following CDFW (2018) protocols described in Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities. Following completion of the surveys, a letter report describing the survey methods and results would be prepared following the survey protocols.

Assumptions and Exclusions: This task assumes the two (2) focused field surveys will be conducted by three (3) qualified botanists/biologists and allows for one (1) round of review/revisions of the survey report by CVAG before accepted as final. This task also includes time to track when the species is blooming in order to appropriately time/schedule the rare plant surveys.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final survey report to CVAG.

Task 5.2.9.4 Joint Project Review Application

If impacts would occur within MSHCP Conservation Areas, the proposed project would be subject to the Joint Project Review (JPR) by the CVCC. Michael Baker will provide technical support to CVAG to review and respond to comments received from the CVCC, USFWS, and/or CDFW.

Assumptions: This task assumes one (1) round of review/revisions with CVAG before accepted as final, and two (2) rounds of review/revisions with the CVCC, USFWS, and CDFW.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final JPR Application to the CVAG.

Task 5.2.9.5 Protocol Desert Tortoise Surveys

If required, Michael Baker biologists will conduct protocol surveys to determine the presence/absence of desert tortoise (federally/State threatened and MSHCP Covered Species).

Following completion of the survey, Michael Baker will prepare a letter report documenting the methods and results of the presence/absence survey, as well as identify any additional mitigation measures that may be required for the proposed project. The report will be supported by tables, figures, maps, and photographs as necessary to present a complete analysis.

Assumptions and Exclusions: This task assumes the three (3) field surveys prescribed under the protocol will be conducted by three (3) qualified biologists and allows for one (1) round of review/revisions of the survey report before accepted as final.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final survey report to CVAG.

Task 5.2.9.6 Biological Resources Technical Report (Optional Task)

If impacts would occur on lands managed by the U.S. Bureau of Land Management (BLM), Michael Baker will prepare a Biological Resources Technical Report (BRTR) for the proposed project. A database search of the CDFW California Natural Diversity Database, the CNPS Inventory of Rare and Endangered Vascular Plants of California listings, and the USFWS Information for Planning and Consultation online

system and Critical Habitat mapper will be conducted to preliminarily identify any special-status biological resources known to occur within the general vicinity of the project site, particularly those protected by the BLM that may not have been previously considered.

Vegetation communities occurring within the project site will also be classified in accordance with the vegetation descriptions provided in the MSHCP and the Proposed California Desert Conservation Area Plan Amendment for the Coachella Valley (BLM 2002).

This report is a BLM requirement and will follow an agency-specific format, as well as evaluate potential impacts to federally listed species for the purposes of future Section 7 consultation between the BLM and USFWS. New contemporary site photographs taken during the field survey and updated GIS figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site.

Assumptions and Exclusions: This task assumes one (1) field survey will be conducted by two (2) qualified biologists and two (2) rounds of review/revisions of the BRTR by the BLM to the draft BRTR before accepted as final. This task excludes additional/updated protocol surveys or pre-construction surveys for special-status plant and wildlife species; should any species-specific surveys be required or requested by BLM, an additional scope and fee would be required before the work could be conducted.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final BRTR to CVAG and the BLM.

Task 5.2.9.7 Biological Assessment (Optional Task)

If federally listed species and species protected by the BLM and/or USFWS are either known to be present on-site or are assumed to be present, the BLM will need to undergo Section 7 consultation with the USFWS pursuant to the Federal Endangered Species Act. Michael Baker will prepare a Biological Assessment (BA) to initiate formal Section 7 consultation for authorization of take of federally listed species on BLM-administered lands. The completed BA would be submitted to the BLM to submit to the USFWS to initiate Section 7 consultation.

Assumptions and Exclusions: This task assumes two (2) rounds of review/revisions of the BA by CVWD and the BLM before accepted as final. This task has been proposed conservatively to assume that a full BA would be required for the project, with the understanding that it may be possible to undertake a streamlined BA/Section 7 process between the BLM and USFWS based on compliance with the MSHCP. The possibility of a streamlined BA would be ascertained after completion of the BRTR (Task 7 above) in consultation with the BLM and USFWS and this scope of work may adjust accordingly if the streamlined process is approved.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final BA to CVAG and the BLM.

Task 5.2.10 Aquatic Resources Delineation Report

Michael Baker will conduct a site reconnaissance and perform a delineation of jurisdictional "waters of the United States" and "waters of the State" (including potential wetlands), located within and/or immediately adjacent to the boundaries of the project site. The jurisdictional delineation will result in:

- A determination of the U.S. Army Corps of Engineers (Corps) ordinary high-water mark (OHWM) and indicate the existence of any three (3) parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of wetland hydrology, hydrophytic vegetation, and hydric soils pursuant to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (Corps 2008);
- The California Department of Fish and Wildlife's (CDFW) jurisdiction identified on-site as a streambed or to the outer drip line of riparian vegetation (if present) pursuant to Section 1600 et seq. of the California Fish and Game Code (CFGC); and
- A determination of the Regional Water Quality Control Board's (Regional Board) jurisdiction based on the adopted State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Water Resources Control Board, 2019). In cases where federal jurisdiction is not present, the delineation will identify areas under the jurisdiction of the Regional Board pursuant to Section 13263 of the California Porter-Cologne Water Quality Control Act.

Michael Baker will prepare a letter report discussing on-site jurisdictional areas. Pursuant to agency requirements, the report will include the required exhibits to enhance the written text and identify jurisdictional areas. This task includes time for GIS analysis to support the preparation of the jurisdictional delineation figures. The delineation figures will be a scale of 1" = 300' or greater and will consist of an aerial photograph. Drainage and/or wetland features will be overlaid on the aerial photograph and the extent (acreage and linear feet) of each agency's jurisdiction will be identified.

Assumptions and Exclusions: This task assumes one (1) field survey will be conducted by two (2) qualified wetland delineators and allows for one (1) round of review/revisions by the Client prior to submittal.

Deliverables: Michael Baker will submit an electronic copy (PDF) of the final Aquatic Resources Delineation Report to the Client.

Task 5.3 - Notice of Preparation/Notice of Intent & Public Scoping Meeting

Task 5.3.1 - Notice of Preparation and Notice of Intent

Michael Baker will prepare the Notice of Preparation (NOP) and Notice of Intent (NOI) which will identify the potentially significant effects of the project that will require further analysis in the EIR/EIS. The distribution process will include

the following steps:

- Michael Baker will distribute the NOP/NOI to up to 10 agencies via FedEx and residents that have requested notices via first-class mail. Michael Baker will provide a version of the NOP/NOI suitable for newspaper publishing by CVAG. CVAG will be responsible for publishing the notice with the newspaper. Michael Baker will submit the NOP/NOI to the State Clearinghouse with a Notice of Completion (NOC) form. CVAG will coordinate with Caltrans/FHWA to publish the NOI in the Federal Register.

Deliverables:

- Draft Notice of Preparation/Notice of Intent in Word Format
- Final Notice of Preparation/Notice of Intent (Up to 50 hard copies) and in PDF Format

Task 5.3.2 - Public Scoping Meeting

Michael Baker will assist CVAG in conducting a scoping meeting during the 30-day NOP/NOI public review period. Michael Baker will facilitate the public meeting, including intake of public comments on the project. We will provide a draft and final presentation, as well as comment sheets, sign-in sheets, and speaker cards. .

Michael Baker will consolidate the written comments received during the scoping meeting and public review period for agency consideration and documentation in the EIR/EIS.

Deliverables:

- Draft Presentation in Microsoft PowerPoint Format
- Final Presentation in Microsoft PowerPoint Format
- Meeting Materials (Sign-in Sheet and Comment Cards)
- Meeting Minutes in PDF Format

TASK 5.4 - Preparation of the EIR/EIS

The Draft EIR/EIS will be prepared in accordance with the State CEQA Guidelines with consideration of CVAG's guidance including local guidelines and thresholds, and the FWHA's NEPA Guidance documents including Council on Environmental Quality (CEQ) Regulations for Implementing NEPA (40 CFR 1500-1508), FHWA's Environmental Impact and Related Procedures (23 CFR 771).

Task 5.4.1 Administrative Draft EIR/EIS Preparation

Michael Baker will prepare a comprehensive Administrative Draft EIR/EIS for lead agency review. The proposed outline and approach for the Draft EIR/EIS is further described below and derived from the FWHA's Annotated Outline for an EIS and the State CEQA Guidelines but can be modified to best conform to the project needs.

Executive Summary

This section will contain a summary of the proposed project and alternatives and associated environmental consequences. This section will identify each potential environmental impact; the level of significance of each impact; mitigation measures required; and impacts after mitigation. The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts.

Introduction

This section will introduce the project's purpose and needs, summarize the EIR/EIS process, and use of the EIR/EIS. The purpose and need statements will drive the development of the range of alternatives. The project's needs will likely include transportation demand, safety, legislative direction, urban transportation plan consistency, modal interrelationships, and the condition of the existing roadways and circulation system.

Proposed Project and Project Alternatives

- The project description will fully describe the Project Description and Project Alternatives, including a comparison of Project Alternatives.
- Preferred Alternatives
- Alternatives Considered by Eliminated from Further Consideration

The section will describe the process that was used to develop, evaluate, and eliminate potential alternatives based on the purpose and need of the project. The discussion will include alternatives were selected for detailed study, the reasons why some alternatives were eliminated from consideration and describe how the alternatives meet the need for the project. T This section will also identify the project objectives, as well as, permits and approvals needed to develop the project.

Environmental Setting / Affected Environment

The environmental setting will provide narrative and map descriptions of the existing environment. In addition, the geographic character of the area will be described and illustrated here, including land use/zoning, vegetation, wetlands, floodplains and wildland fire hazard zones, as applicable.

Environmental Assessment and Consequences

This section will describe the impacts of project alternatives on the environment and documents the methodologies used in evaluating these impacts. Information in this section is used to compare project alternatives and their impacts. This section will describe in detail both the impacts of the proposed action and the potential measures that could be taken to mitigate these impacts. Mitigation must be considered for all identified impacts, regardless of their significance. The prelude to the topic specific environmental analysis will include an explanation of how the impact analysis will proceed and include an assessment of irreversible and irretrievable impacts, construction impacts, and cumulative impacts.
Each environmental resource topic addressed in the EIR/EIS will have the following subsections:

- The existing conditions sections will be based on existing data sources, relevant technical reports and desktop research.
- The impact analysis will evaluate the potentially significant impacts of the project based on applicable thresholds, qualitative and quantitative

discussion, with consideration of the environmental context. Also see Technical Approach to Environmental Topics below for discussion of the environmental approach by CEQA topic.
- Avoidance, Minimization, and/or Mitigation Measures will be included if needed and feasible to reduce impacts to less than significant levels.
- The cumulative analysis for each topic will consider the impacts of the project, in combination with other past, present, and reasonably foreseeable projects in the area. A list of cumulative projects (identified in the environmental setting section) or summary of cumulative buildout conditions for the relevant geographic area for the topic will form the basis for the cumulative impact analysis. The geographic study area for each analysis will vary by topic.

Pursuant to CEQA and NEPA requirements the following list of resource topics will be addressed in the EIR/EIS document:

- Land Use
- Environmental Justice and Social Impacts
- Economic Impacts
- Air Quality / Greenhouse Gas Emissions
- Transportation & Circulation
- Noise
- Water Quality and Hydrology & Floodplains
- Biological Resources / Threatened or Endangered Species
- Cultural Resources, Historic and Archeological Preservation / Tribal Resources
- Hazards & Hazardous Materials
- Aesthetic & Visual Impacts
- Energy
- Utilities and Public Services
- Irreversible and Irretrievable Commitment of Resources
- Farmland and Forestry

Other Federal Requirements and CEQA Considerations
This section will address growth inducing impacts of the project and a summary of significant and unavoidable impacts of the project.

Deliverable: Administrative Draft EIR/EIS in Word and PDF Format

Task 5.4.2 Screencheck Draft EIR/EIS Preparation

Michael Baker will revise the Administrative Draft EIR by addressing one round of comments to be provided in an editable, electronic format (Microsoft Word). Michael Baker will identify any comments which need clarification, guidance, or further discussion with CVAG for comment resolution.

Deliverable: Screencheck Draft EIR/EIS in Word and PDF Format

Task 5.4.3 Circulation of Draft EIR/EIS and Public Notification

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR/EIS for public review and comment. Upon approval of the Screencheck Draft, Michael Baker will prepare the Draft EIR/EIS for publication and distribution.

Public notification will include preparing the Notice of Availability (NOA) and Notice of Completion (NOC) for the State Clearinghouse, and key transmittals. The NOA/NOC will indicate where the Draft EIR/EIS can be accessed for review, including an on-line webpage and hard copy placement at CVAG's office.

Michael Baker will submit the Draft EIR/EIS to the State Clearinghouse for a 45 day public review via electronic submittal. Michael Baker will distribute the NOA parties on the CVAG's agency notification list via certified mail or other trackable means of delivery and submit the NOA/NOC to the Riverside County Clerk for posting. The NOA/NOA will also be distributed to a radius distribution list as defined by CVAG.

CVAG will be responsible for publishing the Draft EIR/EIS and Notices on its website, and publication of the NOA/NOC in a local newspaper.

CVAG will coordinate with Caltrans/FHWA to publish the notification in the Federal Register.

Deliverables:
- Draft EIR/EIS (four hard copies of the Draft EIR/EIS and Appendices on Disc)
- Draft EIR/EIS (electronic format)
- Draft EIR/EIS and NOA/NOC to the State Clearinghouse (electronic submittal)
- NOA/NOC to CVAG's agency distribution list; approximately 30 parties (certified mail or other trackable means)
- NOA/NOC to radius mailing list; approximately 30 parties (via U.S. Mail)

Task 5.4.4 Final EIR/EIS Preparation

Following the formal comment period and receipt of written comments from the public and other agencies, the Final EIR/EIS will be developed and issued. The Final EIR/EIS will address the written comments on the Draft EIR/EIS and identify, based on analysis and comments, the "preferred alternative." The Final EIR/EIS must identify and describe the preferred alternative and the basis for that decision.

Michael Baker will prepare draft Response to Comments letters for CVAG review (CEQA requirement).

Any revisions to the Draft EIR/EIS will be in an errata format/section indicating what section is being modified, with content changes identified in a strikeout (for deletions) and underline format (for additions).

Mitigation Monitoring and Reporting Program (CEQA requirement)

Michael Baker will prepare a Mitigation Monitoring and Reporting Program (MMRP) in a CVAG-approved format. The MMRP typically uses a tabular format including the following content: mitigation measure; entity responsible for implementing the measure; agency responsible for verifying the measure; monitoring and reporting schedule; and compliance criteria.

Statement of Overriding Consideration and Findings of Fact (CEQA requirement)
If desired by CVAG, Michael Baker is available to prepare

findings in accordance with State CEQA Guidelines Section 15091 for each effect identified in the EIR. Project alternatives will also be discussed. A Statement of Overriding Considerations will be prepared, if necessary, describing the CVAG's rationale for approving the project in light of any unavoidable significant environmental impacts.

The Notice of Determination (NOD) is the final step in the EIR process and must be filed with the County Clerk within five (5) days of project approval. Michael Baker will prepare a draft NOD and coordinate with CVAG to finalize the NOD. Michael Baker will file the NOD with the Riverside County Clerk and State Clearinghouse. CVAG will be responsible for payment of the applicable administrative and California Department of Fish and Wildlife filing fees.

The Record of Decision (ROD) is the final step in the EIS process and may not be issued sooner than 30 days after the approved final EIS is distributed for 90 days after the Draft EIS is circulated. The ROD will identify the selected alternative, present the basis for the decision, identify the alternatives considered, specify the "environmentally preferable alternative," and provide information on the adopted means to avoid, minimize and compensate for environmental impacts. CVAG will coordinate with Caltrans/FHWA in order for the federal lead agency to prepare and publish the ROD.

Deliverables (in Word and PDF format):

- Draft and Final EIR/EIS including the Response to Comments and Errata
- Draft and Final Comment Letters
- Draft and Final Statement of Overriding Considerations
- Draft and Final Findings of Fact
- Draft and Final Mitigation Monitoring and Reporting Program
- Draft and Final Notice of Determination

TASK 5.5 – REGULATORY COORDINATION, CONSULTATION AND PERMITTING

Task 5.5.1: USACE 404 Authorization

The USACE will allow use of the expedited Nationwide Permit Program (NWP) for projects that involve single crossings of a water feature with independent utility. Since each of the proposed roadway crossings can function independently of each other, the first step in our process will be to determine if the proposed improvements meet the requirements for authorization under an NWP. We anticipate that NWP 14- Linear Transportation Projects would apply, which limits the amount of permanent impacts or fill to 0.5-acre per crossing. We have the option of combining this permit with NWP 33 – Temporary Construction, Access, and Dewatering or reviewing other NWP types that may offer more flexibility, depending on the activities proposed at each crossing.

In the event that one or more crossings exceed the thresholds for 404 authorization under an NWP, Michael Baker will prepare an Individual Permit application package for submittal to the USACE. Please note that we have scoped for the more work and schedule intensive IP application to avoid the need for an augment. Because the NWP requires less effort, Michael Baker can obtain NWPs for the crossings under the same scope and cost. Our task assumes preparation of 1 (one) IP or 1 (one) NWP application package that incorporates identified proposed improvements at the five crossings.

The IP application will be prepared for review by the applicant and then provided to the USACE via email FTP link and include the following components:

A standard Individual Permit (IP) will be prepared as impacts exceed standard conditions of the Nationwide Permit Program. Michael Baker will prepare a submittal package to the Corps to satisfy the requirements of Section 404 of the Clean Water Act (CWA).

Due to significant Corps staffing limitations, and based on our experience in IP processing, Michael Baker will also prepare the following documents during the IP process. We have found that the processing time is greatly reduced when the following items are provided to the Corps:

- Public Notice: Michael Baker will assist Corps staff in preparing the draft Public Notice for the project pursuant to Section 404(b)(I) of the Clean Water Act. Prior to preparing the Public Notice, Michael Baker will coordinate with the Corps to determine an appropriate notification radius. Following circulation of the Public Notice, Michael Baker will assist the Corps in responding to up to five (5) comments, as each comment letter may contain multiple comments. Additional responses can be provided under an approved task/budget augmentation.
- Draft National Policy Act Compliance/NEPA Environmental Assessment (EA): Issuance of a Corps IP is a federal action and therefore triggers NEPA. Michael Baker will prepare the EA that summarizes information about the proposed activities and addresses comments received by the community during the required Public Notice. This proposal assumes one round of comments from the Client and one set from the Corps. This task excludes the preparation of new studies not defined in this scope of work.

404(b)(1) Alternatives Analysis

Section 404(b)(1) of the Clean Water Act requires preparation of an Alternatives Analysis prior to issuance of an Individual Permit. The analysis focuses on the projects need for "water dependency," where applicable. The focus is on each alternative's impact or reduction of impacts to aquatic resources. An Alternatives Analysis will be completed as required under Section 404(b)(1) based on engineering/planning alternatives described in the engineering documents, as well as those set forth in the CEQA/NEPA document. Michael Baker assumes up to three (3) alternatives will be evaluated in detail part of the Alternatives Analysis.

The goal of the 404(b)(1) Alternatives Analysis is to identify possible alternatives that could avoid, minimize,

or mitigate for impacts to waters of the US (WoUS) caused by the proposed action while still accomplishing the primary objectives of the project. The Alternatives Analysis can consider the relative costs of each alternative, logistical constraints, technological practicability, off-site alternatives, and on-site alternatives. Michael Baker assumes the client will provide any economic data information to include within the alternatives analysis, where required. The components as required by the 404(b)(1) Guidelines, will be included as part of the Alternatives Analysis.

Other Federal Agency Consultation
The proposed improvements are expected to be considered covered activities under the Coachella Valley MSCHP. We understand that any Section 7 and Section 106 consultation will be conducted by Caltrans/FHWA during the CEQA/NEPA process. We anticipate that documentation of those consultation efforts would be provided to the USACE for their review and have included up to 8 hours of coordination time to facilitate transfer of documents and answer questions. Our scope of work does not include formal Section 7 or Section 106 consultation through the USACE.

Assumptions: This task assumes two (2) rounds of response to comments on the draft Section 404 application package from the applicant prior to acceptance as final

Deliverables: Draft application package (PDF); Final PDF to the Corps and PDF to the Client for file.

Task 5.5.2: 401 Water Quality Certification

Section 401 of the Clean Water Act (CWA) requires that any discharge of dredge or fill material into Waters of the U.S., including wetlands, not violate state water quality standards. Water quality certification must be obtained as a condition of Section 404 of the CWA before USACE will issue the 404 NWP. As required by the RWQCB, Michael Baker will submit a request for pre-application meeting 30 days prior to submittal of the 401 application materials. We will be prepared to discuss the project map, alternatives, proposed mitigation, and best management practices during the meeting. A written request for a Section 401 Water Quality Certification will then be submitted to the RWQCB, Colorado River Region. The 401 Water Quality Certification request generally includes the following items:

- A completed application form;
- A detailed project description;
- A description of project impacts;
- A description of best management practices to avoid erosion and sedimentation or discharge of materials into stormwater, both during construction and long-term project operation;
- A discussion of the approvals being obtained from other federal, state, and local agencies
- The project CEQA document (a draft of the document must be submitted for the application to be deemed complete);
- The application fee assessed using the RWQCB Dredge and Fill Fee Calculator (to be assessed by Michael Baker and provided by the applicant).
- Alternatives Analysis as required by the Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State for projects with permanent impacts that exceed 0.1 acre and 100 linear feet of non-wetland waters

Pursuant to the State Permit Streamlining Act, the RWQCB has 30 days following receipt of the 401 application to deem an application complete or request additional information. Following a determination that the application is complete, the RWQCB has an additional 60 days to issue the 401 Water Quality Certification. Please note that RWQCB is not permitted to issue the 401 water quality certification until the CEQA document is adopted and the Notice of Determination is submitted.

Assumptions: This task assumes two (2) rounds of response to comments on the draft Section 401 application package from the applicant prior to acceptance as final

Deliverables: Draft application package (PDF); Final PDF to the RWQCB and PDF to the Client for file

Task 5.5.3: CDFW 1602 Streambed Alteration Agreement

Michael Baker will prepare the SAA application for submittal to CDFW to request authorization to temporary and permanent impacts to Waters of the State.

The application will be uploaded to the CDFW EPIMS online system. CDFW is a state agency; therefore, under the state Permit Streamlining Act, when the term of the requested agreement is 5 years or less, CDFW has 30 days following receipt of the 1602 application to deem an application complete or request additional information. Following a determination that the application is complete, CDFW has an additional 60 days to issue the draft 1602 SAA for review/signature by the applicant.

Assumptions: This task assumes two (2) rounds of response to comments on the draft Section 1602 application package from the applicant prior to acceptance as final

Deliverables: Draft application package: Application uploaded to CDFW through the online EPIMS and PDF to the Client for file.

Task 5.5.4: Resource Agency Coordination

Applications will be coordinated with the USACE, RWQCB, and CDFW throughout processing to ensure that any potential issues are communicated to CVAG and resolved at the earliest possible opportunity. Coordination may include telephone, email, or written correspondence, or meetings with the agencies. This scope of work includes up to 45 hours of agency coordination time, including one site visit with regulatory agency staff and the applicant.

Deliverables: Copies of agency correspondence, including emails, phone log, and meeting minutes associated with the 404, 401, and 1602 consultations.

TASK 5.6 – ENVIRONMENTAL TASKS MANAGEMENT

Task 5.6.1 Coordination Meetings

Michael Baker's environmental project manager will develop a regular meeting schedule with CVAG staff to coordinate on project status and action items throughout the project. It is assumed that these check-in meetings will be conducted via conference call or MS Teams software, which allows us to share our computer screen with participants to collaboratively review documents. It is expected that these meetings will occur monthly, with more frequent calls necessary during project ramp-up and critical review and comment cycles. As a preliminary estimate, 20 hours of meeting time is included. Additional coordination hours may be authorized by CVAG and will be charged on a time and materials basis. Where possible, these meetings will be held concurrently with the overall design team meetings to save time and budget.

Task 5.6.2 Public Hearings

Michael Baker anticipates attendance at three public hearings. The environmental project manager, as well as one technical staff member, will attend these project hearings. In the event that additional meeting time is required, or that the CVAG would like Michael Baker to attend additional meetings, Michael Baker can have the environmental project manager or project director attend meetings on a time and materials basis.

Task 5.6.3 Environmental Tasks Management

This task includes management associated with the administration of the project, including preparation of progress reports and invoices, update of schedules, and project setup/closeout. Michael Baker assumes project management and meetings would be conducted on a time and materials basis. As a preliminary estimate, 40 hours of meeting time is included.

Environmental Assumptions:

- Revisions to the Administrative Draft EIR/EIS and Screencheck Draft EIR/EIS will be made based upon one (1) round of consolidated comments from the lead agencies.
- CVAG will be responsible for providing and securing the meeting space for the Scoping Meeting.

Biological Resources Assumptions:

- Provided within the Biological Tasks.

Transportation Assumptions:

- Additional tasks (traffic operations analysis, traffic counts, conceptual striping layouts, designs, cost estimates, traffic modeling, public meetings and outreach, Planning Commission and City Council Hearings, etc.) are not included in this scope of work but can be accommodated for an additional fee and only if approved by the Client. Transportation services outlined within the proposal will be performed for a lump sum not-to-exceed fee to be billed monthly on a percent complete basis.

Cultural Assumptions:

- No archaeological sites or built environment resources are located with the APE that require recordation or evaluation to the National Register of Historic Places or California Register of Historical Resources
- An HRER will not be required. Bridge 56C0073 or any road segments will not require evaluation to the National or California Registers.
- The field survey will take two archaeologists one day to complete.
- If archaeological resources or historic properties are identified within the APE additional studies may be required.
- No monitoring is required at this time.

AQ/GHG/Energy/Noise Assumptions:

- Engineering plans, including limits of construction, staging areas, and borrow/disposal sites, if needed, will be provided by Michael Baker International at a level of detail sufficient for preparing the technical studies (roadway lanes, topographic information [including changes in topography resulting from the proposed project], station numbers, and existing structures within 500 feet of the proposed project).
- Aerial photograph at a scale suitable for preparation of project mapping, figures, and analyses (1 inch=200 feet scale minimum, with a minimum of 500 feet shown around any areas of improvement). Pixel size shall be no more than 2.5 square feet and image shall be orthorectified.
- Traffic information shall contain 24-hour and hourly traffic counts separated by direction and vehicle classification (autos, medium trucks, heavy trucks) over at least three weekdays, along with AM/PM peak hour and average daily traffic (ADT) forecast traffic volumes for the existing/baseline condition, as well as the opening year and horizon year build and no-build conditions for roadways affected by the proposed project. In addition, traffic information shall include posted speeds and average travel speeds for identified project alternatives. Regional vehicle miles traveled (VMT) apportioned into 5-mph speed bins shall be provided for the baseline/existing condition, as well as the opening year build and no-build conditions. The "regional VMT evaluation area" must be large enough to capture the project's traffic redistribution effects.
- AQ/GHG/Energy/Noise technical staff will not be in attendance at public meetings/hearings.
- CADD files shall be provided in a known coordinate system or projection and attributes shall be provided on discrete layers so that this information can be utilized in GIS.

Task 6.0 - Roadway Preliminary Engineering

Task 6.1 – Roadway Geometrical Approval Drawings (30% Plans)

Michael Baker will develop a conceptual level (30%) street plan and profile showing the proposed roadway section and proposed profile at the new curb and gutter. This will also set the stage for the various structures, and how they will relate to the roadway design. Focus areas at the 30% design stage will be right-of-way impacts, striping proposal, and impacts to private improvements within the future right-of-way or impacted by the construction of the project. 30% plans will include aerial topography, right-of-way (existing

and proposed), utilities, bike lanes, typical cross sections and a plan and profile view.

Deliverables: 30% Complete Plans, Preliminary Right-of-Way Requirements Map

Final Plans, Specifications and Estimates

Task 6.2 – 60% Roadway Plans, Specifications and Estimates

Upon review of the Preliminary Geometric Approval Drawings, Michael Baker will incorporate any comments or changes that are requested as a part of the review process. The plans will include title cover sheet, demolition plan, typical sections, details, improvement layout, profile, superelevation, cross sections, erosion control plans and Water Quality Management Plan.

MBI shall prepare signing and striping plans showing the affected construction area and all affected traffic stripes and signage in accordance with CA MUTCD and the Local Agency's requirements. The plans shall show the location of all proposed traffic stripes, markings, and the proper disposition of all affected existing signs and markings.

Plans will be prepared at 1"=40' scale unless specific detail is needed, then an alternative scale may be used. Specifications for the project shall be written using either "Greenbook" or Caltrans Standard Specifications, or a combination thereof. Michael Baker will prepare special provisions for the proposed roadway work. Cost estimates will also be prepared and provided in a tabular format.

Anticipated sheets/sheet counts:

Plan /Document Type	INCN7 – N. Indian Canyon Dr.		VRNR2 – Varner Road	DPLM5 – Date Palm Drive
	A	B		
Title Sheet	1			
Key Map	1		1	
Design Cross Sections	1	3	1	1
Street Improvements Plan and Profile	2	5	1	1
Construction Details	1	2	1	1
Grading	2	5	1	1
Erosion Control Plans	2	5	1	1
Scour & Grade Control Structure	1	2	1	1
Signing & Striping Plans	1	3	1	1

Deliverables: 60% Plans, Specifications and Estimates

Task 6.3 – 95% Roadway Plans, Specifications and Estimates

Comments from the 60% roadway design submittal shall be reviewed and resolved. A meeting after the 60% comments have been received and reviewed will be convened with CVAG and Michael Baker to clarify any comments or design issues. The design team shall incorporate CVAG's comments into the 95% PS&E.

The specifications shall be detailed out to include method of measurement and payment for each item of work. Quantity Calculations and construction cost estimates shall be revised based on the revisions, with appropriate contingencies as directed by CVAG. At the 95% completion level, the PS&E shall be considered substantially complete and ready for bid.

Deliverables: 95% Plans, Specifications and Estimates

Task 6.4 – Final Contract Bid Documents

The design team shall incorporate CVAG's review comments of the 95% Roadway PS&E. Should a meeting be necessary to discuss comments, Michael Baker will facilitate one. The final plans shall be prepared and plotted on Mylar. Specification documents, including technical specifications shall be provided electronically to CVAG in both MS Word format as well as in PDF. The Engineer's estimate shall be provided in both MS Excel and PDF formats.

Deliverables: 100% Plans, Specifications and Estimates

Task 7.0 Traffic Control

Task 7.1 – Traffic Control Plans

MBI shall provide construction traffic handling, including traffic control plans for the roadways affected by the project construction. Base plans are prepared at 1"=40' and are field-reviewed for accuracy. Each plan shall typically show the existing roadway configuration within the limits of work, plus sections beyond the limits where lanes will transition. Locations of advance warning signs are shown schematically. The design, legend, and location of all work area signs, barricades, and necessary additional traffic controls are designated and placed on the plan sheets. General notes applying to construction traffic control, a plan legend, and plan border information are placed on each project sheet.

Should closure be the proposed methodology to construct the project, Traffic Control plans will include appropriate tables for signage, PCMS messaging and a narrative of the detour description in order to meet the requirements of Caltrans for work along the freeway.

Deliverables: 60% Traffic Control Plans; 95% Traffic Control Plans; 100% Traffic Control Plans

Task 8.0 – Structural Calculations and Structural Plans, Specifications and Estimates (PS&E)

Baseline structure locations and structure types: The structures effort for calculations and PS&E development is based on the following baseline structures at each location:

- INCN7-A – N. Indian Canyon Dr.: Three (3) cells, 5-ft high x 25-ft wide prefabricated arch structures supported on a spread footing or concrete pile cap on drilled piles. The foundation elevation is controlled and protected by scour countermeasures such as concrete lining, rip-rap, or other scour protection measures.
- INCN7-B – N. Indian Canyon Dr.: Nine (9) cells, 8'-7"-ft high x 49-ft wide prefabricated arch structures supported on a spread footing or concrete pile cap on drilled piles. The foundation elevation is controlled and protected by scour countermeasures such as concrete lining, rip-rap, or other scour protection measures.
- VRNR2 – Varner Road: One (1) cell, 5-ft high x 25-ft wide prefabricated arch structures supported on a spread footing or concrete pile cap on drilled piles. The foundation elevation is controlled and protected by scour countermeasures such as concrete lining, rip-rap, or other scour protection measures.
- DPLM5 – Date Palm Drive: Two (2) cells, CIP or Precast Caltrans Standard Plan 10' Wide x 8' High Box Culverts

The scope of work and design fee may need to be adjusted if a different structure alternative is selected for final design. Design for separate bike trail and emergency access structures are not included in this scope of work.

Task 8.1 - Bridge Type Selection.

Michael Baker will prepare a Bridge Type Selection Report (TSR) for considering two (2) structure alternatives for each of the baseline structure locations. The Structure Alternatives will include the baseline structure type and an alternative structure type consisting of a cast-in-place (CIP) or precast bridge alternative which may provide a cost benefit with increased span and reduced foundation locations. A single Bridge Type Selection report will be prepared including all four locations, and will present a feasible structure type and cost considering the existing information, bridge constraints, and proposed project improvements. Michael Baker will review the structure type proposed from previous studies and evaluate and confirm the preliminary structure length, width and type, structure depth, railing types, including temporary rails, types of footing supports, falsework, vertical and horizontal clearances and freeboard, location and slopes of cuts and fills, slope paving, approach slabs, and stage construction requirements. Baker will coordinate with the roadway engineer on roadway issues and document the critical assumptions controlling the design in the bridge TSR, including recommendations from the preliminary hydraulics report and preliminary foundation report.

The bridge TSR will include an estimated cost summary in accordance with guidelines set forth in Caltrans Memo to Designers 1-8 and Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide 3-2. The structure study will include a bridge General Plan and Foundation plan for each of two alternatives (four total sheets). The General Plan will present plan, elevation and cross-sectional views of the selected bridge type. The Bridge Type Selection Report will be submitted to the Client for review and authorization to begin final design of the bridge

Deliverables in PDF format:

- Type Selection Report
- General Plan
- Cost Estimate

Task 8.2 - 60% PS&E

Upon receipt of the Client's written approval of the selected bridge type, Consultant will prepare the 65 percent plans (unchecked details). The level of effort for this sub-task is based on the Baseline structure locations and structure types described in this task. A set of draft plans (unchecked details) will be prepared in Autocad in accordance with the applicable provisions of the following Caltrans manuals:

- Caltrans Bridge Design Details;
- Caltrans Plans Preparation Manual; and
- Caltrans Plans, Specifications, and Estimates (PS&E) Guide

Structure calculations will be by a California-registered civil engineer in accordance with the applicable provisions of the following manuals. A complete bound set of design calculations will be prepared and submitted to the Client for review.

- AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications (BDS) with Caltrans Amendments;
- Caltrans Seismic Design Criteria (SDC);
- Caltrans Structure Technical Policy
- Caltrans Bridge Memos to Designers; and
- Caltrans Bridge Design Aids;

The following bridge plan sheets are anticipated:

Sheet Description	INCN7 (A & B) – N. Indian Canyon Dr.	VRNR2 – Varner Road	DPLM5 – Date Palm Drive
General Plan	2	1	--
Typical Section	2	--	--
Index to Plan Sheet	2	1	--
Foundation Plan & Notes	4	1	--
Structural Details	2	1	5
Headwall Details	4	2	--
Total Sheets:	27		

Our subconsultant Contech will prepare additional structural detail sheets for the CON/SPAN O-series Precast arch and/or Structural Plate Structures at INCN7 and VRNR2, or the structural arch sheets will be a deferred submittal item to be prepared by the contractor after award. Contech will also prepare structural details sheets for precast wingwalls and headwalls at INCN7 and VRNR2 precast arch locations.

Assumptions: This scope does not include effort for design or plans related to retaining walls, which are not anticipated based on the preliminary designs identified in the Flood & Blowsand Risk Assessment and Improvement Plan for Western Coachella Valley.

Deliverables:

- Unchecked Structural Design Calculations
- Plans (Unchecked Details)

Task 8.3 – Structures Quality Control

A California-registered Michael Baker civil engineer who is not directly involved in the initial design of the structure will provide a quality review of the structure plans, specifications, estimate, and calculations following the Michael Baker Quality Management Plan (QMP), or a project-specific QMP.

The level of effort for this sub-task is based on the Baseline structure locations and structure types described for this task.

Task 8.4 - 95 % PS&E

Michael Baker shall prepare 95% PS&E for review and approval of the Client. The 95% PS&E shall include 60% PS&E updated in response to comments from the Client and the bridge independent check.

The Special Provisions for the roadway and bridge will be based upon Caltrans Standard Special Provisions (SSP's). Consultant will prepare technical Special Provisions for bidding to be included by the client in their bid documents. It is understood the Client will incorporate the Caltrans Standard Specifications and project SSP's into their bid documents (i.e. Notice to Contractors, Instructions to Bidders, Contractor Forms, etc.) and coordinate the specifications with any other non-bridge bid items.

Michael Baker will prepare itemized quantity take-off calculations and a construction cost estimate for the bridge and roadway construction.

Deliverables:

- Plans
- Bridge Design Calculations
- Independent Check Design Calculations
- Draft Special Provisions
- Itemized Cost Estimates

Task 8.5 - 100% PS&E

Following the reviews by the Client, agreed-upon revisions shall be made to the 95% PS&E. The specifications, half-size plans, and other bid documents will be submitted to the Client for final approval.

Deliverables in PDF Format:

- Half-size set of Plans
- Final Special Provisions
- Itemized Cost Estimate

Task 8.6 - Final PS&E

After receipt of final approval, an original set of stamped and signed plans and an engineer's estimate will be submitted to the Client for its use in developing bid documents and soliciting construction bids. The Consultant shall provide the quantity calculations to the Client for use in administering the contract. Once the final plans have been submitted and approved by the Client, specific sheets will be sent to the Client for approval and inclusion in the permanent encroachment permit.

Deliverables in PDF Format:

- Structure Plans stamped and signed and stamped
- Technical Special Provisions
- Engineer's Estimate

Task 9.0 Utilities

Task 9.1 Utility Coordination

Monument's Utility Coordinator will be responsible for coordinating the identification, relocation, protection, and abandonment of all utilities required by the Project. Sixteen utility owners have been identified by DigAlert as possibly having facilities present in the project area and will have to be addressed:

- AES Wind Generation
- City of Cathedral City
- City of Palm Springs
- Coachella Valley Water District
- Desert Water Agency
- Frontier
- Kinder Morgan
- Level 3
- MCI (Verizon Business)
- Southern California Edison - Distribution
- Southern California Edison - Telecom
- Southern California Edison - Transmission
- Southern California Gas – Distribution
- Southern California Gas – Transmission
- Spectrum
- Sprint

Monument's utility coordination activities include the following:

- Monument will act as the primary point of contact with the utility owners identified on the utility plans.
- Actively participate in PDT / utility focus meetings.
- Prepare the Introductory Request for as-builts notices and obtain all existing utility information, including identification of high-risk utilities (high pressure gas, high voltage, etc.) from the County,, utility companies, and agencies that may be impacted by the Project.
- Review and verify with the design team which facilities are considered

in conflict.
- Coordinate with the design team with the preparation of the conflict matrix and conflict exhibits needed for each utility company whose facilities are in conflict.
- Meeting with utility companies and other entities to determine their requirements for relocation, protection, and abandonment requirements of utilities required to accommodate the Project and to establish any potential ROW acquisition or easement requirements for utility relocations.
- Prepare and send the Relocation Claim Letter to utility owners who have facilities in conflict.
- Determine liability for the conflict facilities impacting the project.
- Obtain detailed relocation plans from utility owners.
- Prepare notices to owners, Utility Agreements, Reports of Investigation, Encroachment Permits and all other applicable documents.
- Coordinating the relocation of utilities that CVAG directs to be done prior to Project's construction and during Project's construction. Assisting in utility portion of the Caltrans ROW Certification

Prior to construction, Monument's Utility Coordinator will work with the design engineers to and coordinate with utility companies to ensure the relocations are done to meet the Project's schedule. During construction, the Utility Coordinator monitor utility relocation work and meet regularly with design engineers, utility companies, Caltrans, CVAG and other parties to coordinate and ensure that utility relocation work is being done to meet the Project's schedule.

Task 9.2 Utility Potholing

Monument will coordinate the potholing services to determine horizontal and vertical locations of underground utility facilities in accordance with Caltrans' High Low Risk Policies and Procedures. Monument will work with Project engineers, survey, positive utility location company and utility companies to perform potholing to verify underground utilities. Monument and the positive utility location company anticipate that additional potholes could be required due to unforeseen concerns. Monument's utility coordinator will provide coordination and oversight of positive location of the utility facilities. If the utility owner is conducting the required positive location, Monument will provide required notice to the utility owner and assist in getting any required permits.

Utility and Pothole Assumptions:

- Assumes the project will pay for as-built plans or special processing fees if required by the utility owner.
- Assumes 7 utility facilities will be in conflict. Preparation of Notices to Owners to coincide with 7 facilities in conflict.
- Assumes 1 utility agreement will be needed.
- Assumes and estimate of $1,500 per pothole. Includes permit fees, standard traffic management, mobilization costs and required equipment and crew for pothole subcontractor.
- Assumes one mobilization for potholing.
- Assumes no engineered stamped traffic plans are needed.
- Assumes survey is not included in the price per pothole and will be provided by design.
- Assumes project engineer will identify pothole locations.
- Assumes additional potholes will be authorized by project engineer.
- Assumes no complex traffic control and traffic calming devices beyond the use of arrow boards, traffic cones and advanced warning signage.
- Assumes no removal of location and/or USA markings
- Assumes no special backfill and/or asphalt restoration required. (examples - hot patch asphalt, half-sack slutty, aggregate base backfill.)
- Assumes no ground penetrating radar services required but this can be provided for an additional fee.
- Assumes project engineer will update utility base plan based on information provided from utility companies.
- Assumes project engineering firm will identify/highlight/cloud conflicts to show the utility companies and prepare conflict maps and matrix if needed.
- Assumes project engineer shall provide a Composite Utility Plan exhibiting all existing utilities within the proposed construction area and all utilities affected by the proposed project.
- Assumes project engineer will identify all utility poles and be depicted on the plans including all structure numbers.
- Assumes project engineer will provide utility companies with their required Cad files.
- Assumes that the design for new and relocated utilities will be performed by the respective utility owners.
- Assumes inspection of utility relocation construction, including as necessary as-built survey will be done by others.
- Assumes project engineering firm will review and approve all utility relocation plans.
- Assumes all utility services meters are acquisition costs and not public utilities, and utility companies will replace the new service to their requirements.
- Assumes all costs and negation efforts associated with the need for utility replacement easements or any additional property rights for the utility owner are not included with in the utility coordination scope and fee.
- Assumes project engineer will provide application and processing services to obtain City meter addresses for any new utility services.
- Assumes project engineer will ensure meter relocation work is identified and specified in the contract documents.
- Assumes any traffic signal, intersection and street lighting are a part of the engineer's electrical design plan and not a utility.
- Assumes scope does not include any fees associated with the actual relocation of the utility facilities and/or construction management/ inspection.
- Assumes project will be completed after 18 months from NTP. Should any delays occur to the completion date, Monument may require a change order for additional services.

Task 10.0 Geotechnical (Earth Mechanics)

Based on the RFP and our discussion with Michael Baker International (MBI), Earth Mechanics, Inc. (EMI) will provide the geotechnical engineering design services for the following design elements:

1. INCN7-A: Approximately 100 feet long 3-span con/span o-series bridge system (substructure width of each support is less than 100 feet) and approximately 1,440 feet long roadway improvements;
2. INCN7-B: Approximately 473 feet long 9-span con/span o-series bridge system (substructure width of each support is less than 100 feet) and approximately 2,440 feet long roadway improvements;
3. VRNR2: Approximately 25 feet long single-span bridge system (substructure width of each support is less than 100 feet) and approximately 595 feet long roadway improvements; and
4. Date Palm Drive: Approximately 75 feet long 10'x8' double box culvert.

Details of our proposed geotechnical services for the project are presented below.

Task 10.1 Preliminary Foundation Report

EMI will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical recommendations for all the structures described above, and this report will assist structural designers in the Type Selection process. This PFR will be prepared using the available subsurface data and the general format will be in accordance with the current Caltrans Guidelines.

Task 10.2 Geotechnical Investigation

Caltrans is enforcing the AASHTO recommendations of a soil boring at each bridge support locations where substructure width is less than 100 feet; minimum of two borings are required per location where substructure width is greater than 100 feet. Based on this, EMI's geotechnical field investigations plan is presented in Table 1. The proposed approximate boring depths will be raised if refusal is encountered. Data obtained from some boreholes will be used for multiple design elements.

The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Proposed Soil Boring Information

Design Element	Number of Borings	Approx. Depth (feet)
INCN7-A	4	70
	2	20
INCN7-B	10	70
	4	30
VRNR2	2	70
Date Palm Drive	2	50

EMI will prepare a boring location plan, and this plan will be used to secure encroachment permits from Cities of Palm Springs and Cathedral City. Encroachment permits in the wash will be secured by the MBI environmental team.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

We will obtain thirty-six (36) representative soil specimens for scour study (nine samples at each bridge): three at 1,000' upstream of each bridge, three at each bridge location, and three at 1,000' downstream of each bridge. Specimen will be collected using a shovel at a depth of about 1 to 2 feet below the channel bottom.

Task 10.3 Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, consolidation, R-value, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Task 10.4 Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendation of ARS curves for bridge structural design.

- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridges and 10'x8' double box culvert.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

REPORT PREPARATION

EMI will prepare a Geotechnical Report to provide the geotechnical design and construction recommendations for bridges, 10'x8' double box culvert, embankments, and pavement structural sections. EMI will address any comments resulting from the Coachella Valley Association of Governments (CVAG) review and prepare a final Geotechnical Report.

Task 11.0 – Post Design Services

Task 11.1 Services during Bidding

The Client will complete the bid documents, advertise the project for bidding and distribute the plans to prospective bidders. The Client's project coordinator will be the designated person to receive contractor inquiries. Michael Baker's project manager and project staff will assist the Client as requested during the bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, and assisting the Client in preparation of addenda to the PS&E during the advertisement period. Attending pre-construction meetings or bid opening and analysis of bids will also be provided.

Task 11.2 Construction Services

Michael Baker's project manager and project staff will be available to assist the Client during construction. A budget amount has been prepared to provide a minimal amount of construction services. This budget may require adjustment depending on the level of Consultant involvement requested during construction. Upon written request by the Client, the Consultant shall provide the following construction support services.

- Prepare a Resident Engineer's Pending File consisting of information including 40-scale drawing and special instructions critical to the proper construction of the project.
- Review shop drawings for general conformance to design intent as shown on the Project plans. Review of rebar shop drawings, material specifications and concrete mix designs will be the responsibility of Resident Engineer and is excluded from Michael Baker scope of work for construction support.
- Assist the Client during construction by responding to Request for Information (RFI), clarifying drawings, and generally assisting the Client to ensure that the project is constructed in accordance with the plans and specifications.
- Perform up to 3 site visits during construction as requested by the Client.
- Provide advice and technical support for construction change orders.

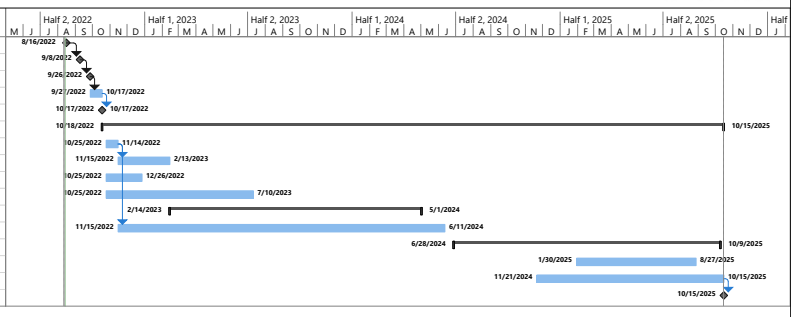
2.3.4 Schedule and Deadlines

Michael Baker INTERNATIONAL

WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND ROAD IMPROVEMENT PROJECT, PHASE ONE

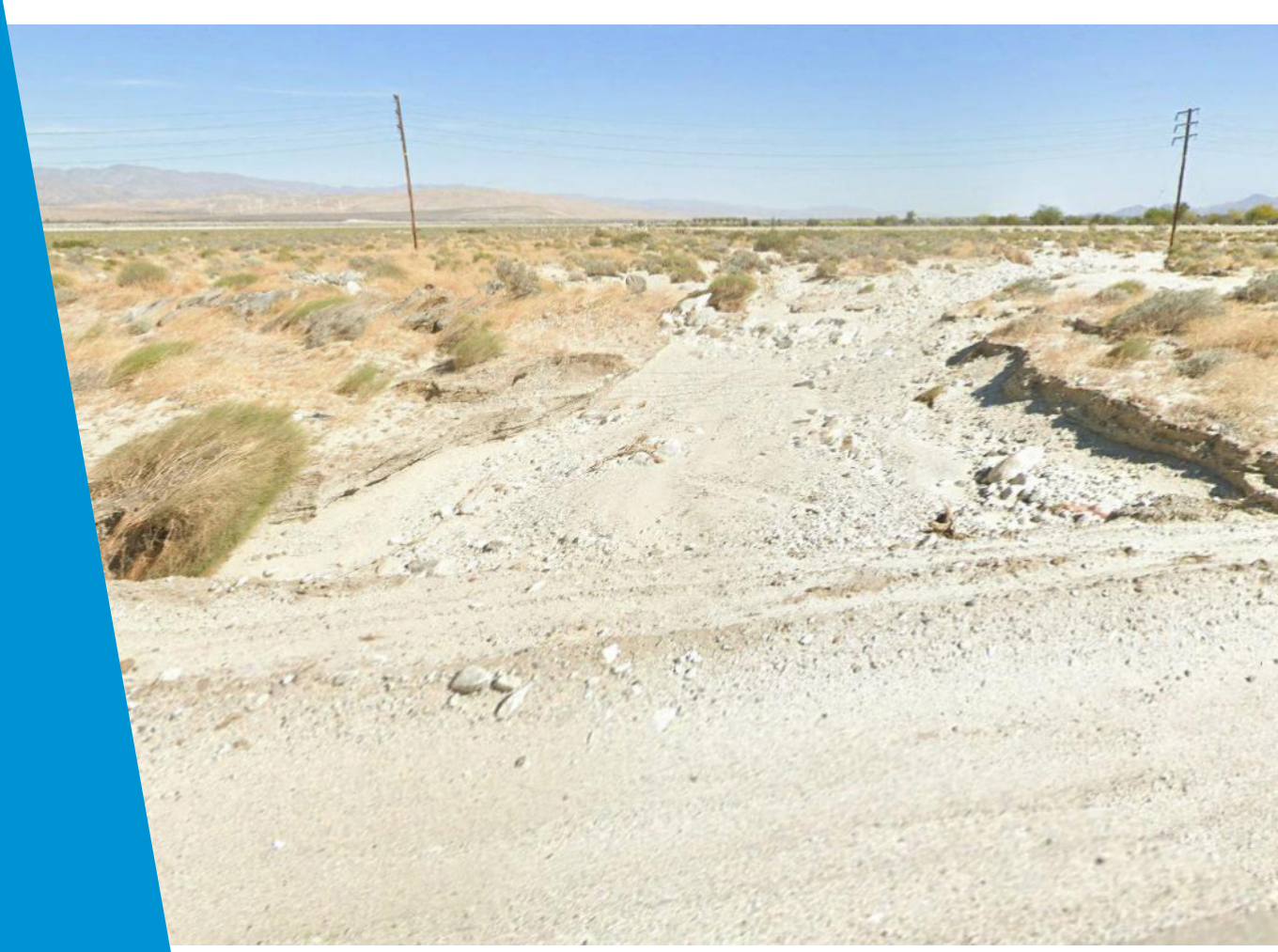
CVAG

Task Name	Duration	Start	Finish
Proposal Due	0 days	Tue 8/16/22	Tue 8/16/22
Interviews	0 days	Thu 9/8/22	Thu 9/8/22
Board Approval	0 days	Mon 9/26/22	Mon 9/26/22
Contract Approval/Internal Kickoff	15 days	Tue 9/27/22	Mon 10/17/22
Project Approval and Environmental Documentation	0 days	Mon 10/17/22	Mon 10/17/22
Project Management and Administration	**782 days**	**Tue 10/18/22**	**Wed 10/15/25**
Data Gathering and Records Research	15 days	Tue 10/25/22	Mon 11/14/22
Survey	65 days	Tue 11/15/22	Mon 2/13/23
Utility Research and Base Mapping	45 days	Tue 10/25/22	Mon 12/26/22
Traffic Study	185 days	Tue 10/25/22	Mon 7/10/23
Preliminary Engineering Design (30% Design Level)	**317 days**	**Tue 2/14/23**	**Wed 5/1/24**
Environmental Documentation	411 days	Tue 11/15/22	Tue 6/11/24
Final Design	**335 days**	**Fri 6/28/24**	**Thu 10/9/25**
Environmental Permitting	150 days	Thu 1/30/25	Wed 8/27/25
Right-of-Way Services	235 days	Thu 11/21/24	Wed 10/15/25
Bid & Construction Support	0 days	Wed 10/15/25	Wed 10/15/25



SECTION 3

EXCEPTIONS/DEVIATIONS



3.0 EXCEPTIONS/DEVIATIONS

3.1 CONTRACTING WITH MICHAEL BAKER

We appreciate the opportunity to preview the consultant services agreement that will be utilized by the Coachella Valley Association of Governments for the Western Coachella Valley Flood and Blowsand Road Improvement Project. Michael Baker has contracted on thousands of projects over our 82-year history, including with CVAG, and is confident in our ability to come to mutually acceptable terms with all of our clientele. Upon selection of this proposal, and as permitted by Section 3 (Exceptions/ Deviations) in the RFP instructions, we would respectfully request consideration of the following comments to certain of the contract terms, due to the professional standard of care required for performance of services, insurance commercially available, terms which can be outside the contracting parties control, and professional experience.

Article I (Introduction), Section C – we will be responsible for any errors or negligence on our part, but do not wish to be held financially responsible for the actions of parties outside our control (such as our client). Additionally, we believe it important that the indemnity clause can be insured by all types of insurance, including professional liability insurance. Therefore, modification of this clause is requested as follows to provide a reasonable and insurable standard:

- "CONSULTANT shall indemnify, CVAG, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) to the extent arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its material obligations contained in this AGREEMENT, except such loss or damage which is caused by the negligence or willful misconduct of the CVAG (meaning that CONSULTANT shall indemnify CVAG except to the extent of any negligence or misconduct of CVAG which may have contributed to the claims, damages, costs or liability). CONSULTANT shall reimburse the CVAG its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CVAG (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. The terms of this section shall survive termination of this Agreement."
- Subsection E – Because terms in this contract have been identified as being outside the control of the professional to effect, modification of the first sentence is requested by adding the term "material" before "provisions of this Agreement".
- Article VI (Termination) – For the same reason as explained directly above, a similar change is requested by adding the term "material" before "covenants herein contained".
- Article XXVV (Insurance), Subsection G – To be consistent with the indemnification requirement, modification of the term "acts or omissions of CONSULTANT" is requested to state "negligent acts or omissions of CONSULTANT."
- Article XXXIII (Legal Responsibilities) – Because laws at various agency levels can be in conflict with one another, insertion of the term "applicable" is requested before "State, Federal and local laws…" In the event of a conflict, the professional's duty is to comply with the higher, or applicable law, rule, regulation or policy.
- Addition of a new Article XXXIV (Limitations of Liability) – Addition of the following three clauses is requested to address circumstances outside the contracting parties control:
- "A. Waiver of Consequential Damages. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
- B. Force Majeure. CONSULTANT shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of LOCAL AGENCY or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of CONSULTANT. The compensation due CONSULTANT and the schedule governing the timing for CONSULTANT's performance shall be equitably increased and extended, respectively, to address any such impacts to CONSULTANT's performance upon mutual approval of the parties, such approval to not be unreasonably withheld, delayed or conditioned.

SECTION 4

APPENDICES



KEY PERSONNEL RESUMES

PROJECT MANAGER

Steven Latino, PE, TE



Latino's 18-year professional career has focused on providing services as a local municipal employee. This includes work in the areas of: Traffic and Transportation, Capital Improvement Projects (both design and construction management), and Land Development. Prior to private employment he served as the Engineering Director/City Engineer for the City of Hemet where he oversaw a department of 8 staff members. He was responsible for all aspects of municipal engineering during his tenure at the City of Hemet, including: the review and approval of public infrastructure plans, land development review, traffic and transportation related design and planning, as well as CIP management and delivery.

Due to his extensive time served in the Public Sector, Mr. Latino is very knowledgeable of local regulations as well as working with various agencies including Coachella Valley Association of Governments (CVAG), Western Riverside Council of Governments (WRCOG), Riverside County Transportation Commission (RCTC), San Bernardino County Transportation Authority (SBCTA), and Caltrans. He is well versed in project delivery and the challenges projects face due to local, regional and statewide regulatory requirements. With his experience throughout the region, Mr. Latino is familiar with both Riverside and San Bernardino Counties. His ability to design and review plans includes intuition that can easily be overlooked by someone who may not have delivered a municipal project from start to finish. Additionally, he is very familiar with the assembly of construction specifications and bid packages and is well versed in the Greenbook: Standard Specifications for Public Works Construction as well as the Caltrans Standard Specifications.

Years with Michael Baker	Years experience	Availability for this project
1.5	18	60%

RELEVANT EXPERIENCE

Palm Desert On-Call Services. *City of Palm Desert.* Engineer. As Acting City Engineer, assisted the City of Palm Desert in the capacity of Acting City Engineer assisting their Public Works Department. In this role, he has been charged with the implementation of several Capital Improvement Projects, providing oversight on the CVAG's CV Link Project, and has developed "Dining Deck" guidelines for the City to implement. Regularly interacts and represents the city with the Public at large and attends meetings with the city's various committees and City Council.

Rancho Mirage On-Call Services. *City of Rancho Mirage.* Engineer. As Acting Traffic Engineer, Mr. Latino provides oversight and assistance for various traffic related services in the City of Rancho Mirage. Typical work includes review of traffic control devices, assist with analysis and recommendations of various traffic concerns, as well as assist the Planning Department with the review and recommendations as it relates to new development.

Highway 111 Rehabilitation, Indian Wells, CA. *City of Indian Wells.* Project Manager. Responsible for providing professional engineering design services for Highway 111 Pavement Rehabilitation through the City of Indian Wells. The almost 4-mile rehabilitation project includes geotechnical analysis of the existing roadway section to determine the most cost-effective rehabilitation methodology, improvements of existing surface drainage features, ADA ramp upgrades and replacement of traffic signal loop detection.

Warner Trail Improvement Project, Indian Wells, CA. *City of Indian Wells.* Project Manager. Michael Baker is providing exploratory geotechnical services for the Warner Trail Improvement Project to address multiple failures and sinkholes that have developed above the existing storm drain facility in Warner Trail south of Fred Waring Drive. In addition, the team will be providing pavement rehabilitation for this segment, signal modifications to include a northbound right turn lane and ADA ramp improvements.

Michael Baker INTERNATIONAL

Location
Palm Desert, CA

Education
- B.S., 1998, Civil Engineering, Purdue University

Licenses/Certifications
- Professional Engineer, California, 2006, 69470
- Traffic Engineer, California, 2007, 2418

Current Commitments/ On-Going Projects
- Indian Wells Club Drive Complete Streets – 10%
- Indian Wells Warner Trail Improvement Project – 15%
- Riverside County Transportation Department San Timoteo at Redlands Traffic Signal Project – 5%
- Apple Valley – Yucca Loma Safe Routes to School – 10%
- San Bernardino County – Commerce/ San Bernardino Pavement Rehab and ADA Ramps – 10%
- City of Indio – Jackson Street Clean California Grant Project - 10%

Genevieve Street Lighting Circuit and Ralston Street Lighting Circuit, San Bernardino, CA. *City of San Bernardino.* Project Manager. Responsible for the design or two new street lighting circuits to replace existing high voltage circuits. The existing circuits have exceeded their service life, have existing street light standards that do not meet current standard and are currently non-functional. Mr. Latino is leading a team to replace the outdated infrastructure including new conduits, wiring, services and street light standards. The team will complete a lighting analysis and recommend spacing of new lights based on IES Standards. New street lighting will include energy efficient LED lighting.

San Bernardino Avenue/Commerce Drive, Fontana Area, CA. *County of San Bernardino.* Task Manager. Through the existing Michael Baker on-call contract for engineering services with the County of San Bernardino, Mr. Latino is leading a team through the design of pavement rehabilitation, 26 ADA ramps, along with ancillary concrete improvements along San Bernardino Avenue and Commerce Drive. The work will include traffic signal modifications at several locations to provide adequate ADA access.

Etiwanda TR-16072, Rancho Cucamonga, CA. *Richland Communities.* Project Manager for the design of street lighting for a residential tract in the City of Rancho Cucamonga. Work includes coordination with the City as well as MWD and other utility purveyors. Work includes in-tract and off-site street lighting.

State Street Gap Closure Project, San Bernardino CA. *City of San Bernardino.* Project manager for roadway design and environmental clearance for the Street; a vital transportation corridor. State Street will be a four-lane roadway with a center median and bike lanes connecting Baseline Street to State Route 210. The design includes a new roadway in the portion of the project where no transportation infrastructure exists, rehabilitating existing portions to updated standard, and ROW acquisition is required to complete the project.

Overland Bridge at Murrieta Creek, Temecula, CA. *City of Temecula.* Project manager during the design of a bridge structure over Murrieta Creek connecting Avenida Alvarado at the intersection of Diaz to the west of the creek with Overland Drive. Mr. Latino's team was responsible for all ancillary improvements to the design of the bridge including: street improvements, grading and drainage improvements, legals/plats, hydraulic/hydrology analysis, and water quality.

Riverside Drive Street Widening, Signal Modifications, Signing and Striping, Lake Elsinore, CA. *City of Lake Elsinore.* Project Manager in the development of program documents and planning and design activities related to the reconstruction of an existing campground located along Riverside Drive on the westerly end of Lake Elsinore. Steven coordinated completion of all CalTrans requirements to facilitatecompletion of the project.

Washington Street at Fred Waring Drive Triple Left Turn Lanes Project, La Quinta, CA. *City of La Quinta.* Project Manager for the design of intersection modifications incorporating a third left turn lane in each direction to reduce peak hour traffic queuing. Work included acquisition of property along the southwest corner, widening along all corners of the intersection, and design of all new traffic signal system. In order to meet time constraints for both funding and to avoid seasonal peak traffic considerations, the City ordered the poles in advance of the bid of the project. Mr. Latino's team performed utility potholing as well as coordination with the various utility companies to avoid potential conflict. To date, the poles have been installed with no utility conflict.

PROJECT PRINCIPAL

Christopher Alberts, PLS



Mr. Alberts has extensive years of combined experience in field surveying and office mapping. As Project Surveyor, he is responsible for survey support, calculations, coordination, and supervision of all field and office operations. Additionally, Mr. Alberts has broad knowledge of title research, map preparation including right-of-way documents and legal descriptions, tentative and final maps. His experience includes ALTA Surveys, boundary, topographic, subdivision, control, monitoring, 3D modeling and construction surveys. Mr. Alberts is experienced in using various types of surveying equipment, including GPS, reflectorless total stations, lasers, CAD programs, computers and data collectors with surveying and construction and grading software on various platforms.

Years with Michael Baker	Years experience	Availability for this project
20	28	35%

RELEVANT EXPERIENCE

Whitewater Channel Slope Protection, Coachella, California. *Coachella Valley Water District.* Surveyor. Responsible for field surveying and office mapping operations to facilitate construction of two miles of channel lining and pond reconstruction for nine percolation ponds. Michael Baker provided civil design and surveying services for approximately 4,000 linear feet of canal lining. The work program included utility research and coordination, potholing, right-of-way mapping and plan preparation for the Coachella Valley Water District. Survey and mapping services included horizontal and vertical control, softcopy photogrammetry and existing right of way mapping. Under separate agreement, Michael Baker provided construction surveying services to the general contractor constructing the slope lining per plans and specifications.

Rancho Las Flores Park Master Plan - Phase 1, Coachella, California. *City of Coachella.* Surveyor. Responsible for field surveys. Michael Baker provided professional landscape architecture and civil engineering services to the City of Coachella for the design and development of a community sports park. The 25-acre park included a major lighted soccer complex, football field, baseball and softball fields, playgrounds, picnic areas, splash fountain, restrooms, shade structures, a new public street, parking lot improvements, landscaping, irrigation, and associated improvements. Services included the preparation of conceptual design alternatives, a two phased master plan, and final plans, specifications and estimates.

Interstate 10/Jefferson Street Interchange Improvements, Indio, California. *County of Riverside Transportation Department.* Mapping Specialist. Responsible for mapping. Michael Baker performed environmental and engineering services for the preparation of the project report (PR), modified access report (MAR), and plans, specifications, and estimates for I-10/Jefferson Street interchange improvements. This project will balance several complex geometric constraints to eliminate the discontinuity of the arterial street through movements within the interchange. The interchange is included in the I-10 Corridor Plan, prepared by the Coachella Valley Association of Governments (CVAG), which requires specific architectural and landscape treatments to the improved or new interchanges located within the plan. The modifications include replacement and relocation of the Jefferson Street/I-10 overcrossing, additional loop on-ramps, and realignment of Varner Road and Jefferson Street. Michael Baker was responsible for alternatives analysis and design, environmental investigations, roadway design, traffic studies, drainage studies, and structure advance-planning studies. Working closely with

Michael Baker INTERNATIONAL

Location
Palm Desert, CA

Education
- Coursework, 0, General Studies, San Jacinto College
- Coursework, 0, General Studies, South Dakota State University

Licenses/Certifications
- Professional Land Surveyor, California, 2008, 8508

Current Commitments/ On-Going Projects
- City of Palm Desert | 35%
- Imperial County Public Works | 10%
- CV Link | 5%

Caltrans and the City of Indio, Michael Baker provided a wide range of environmental consulting services. Michael Baker prepared the following studies in support of a joint initial study-environmental assessment (IS/EA): Visual impact analysis (VIA); noise impact report, per TNAP; initial site assessment; natural environment study; report-biological assessment, HPSR/ASR/AER; air quality report and CO hotspot analysis; Section 7 consultation; and Section 106 compliance. In addition, Michael Baker developed the final plans, specifications, and estimates. Preparation of construction plans included roadway layouts and profiles, bridge plans, retaining walls, grading, drainage, signing and striping, traffic signal, lighting, and staged construction.

Interstate 10 / Monterey Avenue Interchange, Palm Desert, California. *City of Palm Desert.* Survey Manager. Responsible for field surveys. Michael Baker provided environmental planning, civil, structural engineering, and surveying services for the reconfiguration and improvement to the I-10/Monterey Interchange. The three-phase project included the preparation of a project study report-project report (Phase 1), environmental documentation for environmental clearance (Phase 2), and preparation of final design plans (Phase 3) for reconstruction of the westbound freeway ramps. The reconstruction and modification of the ramps was necessary to alleviate traffic congestion due to heavy volumes of traffic accessing the westbound freeway at this location. Project alternatives were reviewed to modify the existing diamond interchange, including loop on-ramps and hook ramps to the adjacent Varner Road. Near-term and long-range level-of-service analysis was performed at study intersections, ramp junctions, freeway mainline segments, and freeway weaving segments. The analysis was prepared with and without the planned Portola Avenue interchange. The study also identified forecast queuing demand and storage for each project alternative and included accident data analysis based on California Department of Transportation (Caltrans) TASAS data. Drainage and water quality improvements included inlets, pipe, outfall structures, and infiltration facilities for peak-flow attenuation. Swales and infiltration devices were used to treat water quality volumes. Michael Baker's landscape architecture group was responsible for the completion of landscape and irrigation plans, development and incorporation of themed structural aesthetics for proposed retaining walls and concrete barriers, and coordination for the inclusion of stormwater best management practice facilities. Landscape improvements completed the existing desert landscape scheme. Architectural aesthetics were based on an established natural theme outlined in a corridor master plan published by the Coachella Valley Association of Governments and creatively rendered for use on the proposed new walls. Plans met Caltrans design and drafting standards.

GPS Height Modernization - Survey Control Network, La Quinta, California. *City of La Quinta.* Surveyor. As project surveyor, in charge of field surveys to locate benchmarks in and around the city limits to be surveyed for the vertical network. The work included coordination of multiple survey crews to observe all existing and proposed benchmarks during the best use of satellite timing and positioning to obtain the required accuracy. Michael Baker provided professional surveying services to assist to the City of La Quinta with updating their survey control network. Michael Baker performed a control survey on the perimeter of the inclusive area and located and observed established NGS benchmarks. Following post-processing and establishment of the perimeter values, Michael Baker observed and processed interior points into the network. Multiple digital level runs were performed to augment the GPS observations. Survey values were post-processed and data sheets for each monument were prepared, including both horizontal and vertical values for each monument, along with a brief description of the point, a location based on cross-streets or distance, and a photograph of the locations.

GPS Height Modernization - Survey Control Network, Rancho Mirage, California. *City of Rancho Mirage.* Surveyor. As the Project Surveyor, was in charge of all field surveys to locate 57 existing and proposed benchmarks in and around the city limits to be surveyed for the City's Vertical Network using specifications from N.G.S. The work included coordination of multiple survey crews together with satellite timing to observe the benchmarks with GPS at optimal locations and supplement the observations with digital level differentials to augment the data. Michael Baker provided professional surveying services to assist city in updating its survey control network. Services included a control survey on the perimeter of the inclusive area, and locating and observing established National Geodetic Survey benchmarks. Following the post-processing and establishment of the perimeter values, Michael Baker observed interior points and processed them into the network. Michael Baker performed multiple digital level runs to augment the global positioning system. The network included 60 benchmarks. Michael Baker post-processed survey values and prepared data sheets for each monument, showing horizontal and vertical values for each monument with a brief description of the point, a location based on cross-streets or distance, and a photograph of the location. Michael Baker provided all datasheets in a digital PDF format for distribution and convenient integration to a web-based environment, along with a Google Earth KML file of the datasheets.

Eisenhower Medical Center - Utility Modeling, Rancho Mirage, California. *Turner Construction Company.* Project Manager. Responsible for project management. Michael Baker provided data gathering and modeling services to determine, map, expose, relocate, and rebury utilities for the Eisenhower Medical Center. Michael Baker proposed the use of a database logging system to record utilities and developed a matrix and plan sheets for the utility type, material, and size. Michael Baker compiled the existing utilities into one Autocad Civil 3D drawing, modeled the proposed utilities, combined all models to produce a full three dimensional model, and performed conflict analysis to resolve location discrepancies.

QA/QC

Tanya Bilezikjian, PE, CGP



Ms. Bilezikjian is a strategic manager, who is an established leader in the engineering consulting industry and has managed multiple Stormwater and National Pollutant Discharge Elimination System (NPDES) contracts throughout Southern California. She is decisive, result-focused and has an exceptional talent to lead cross-functional teams to identify program needs, assess resources, and collaborate with Team personnel ensuring projects are delivered on time, on scope, and within budget. She has direct experience supporting large regional clients with program development and execution, agency negotiations, and development of innovative solutions to promote cost savings. She has the innate ability to link every task performed to specific program goals, thereby ensuring time and effort of teams are effective and valuable at supporting program objectives. Her experience managing large programs, representing client's interests, planning and executing multi-million-dollar contracts and task orders, will support a structured approach to program management that will increase efficiency in program delivery and save time, capital, and resources.

Years with Michael Baker	Years experience	Availability for this project
17	21	25%

RELEVANT EXPERIENCE

Southern California Edison (SCE) – Multiple Environmental On-Call Contractors, Throughout SCE Service Area, California.
Southern California Edison Company. Contract Manager.
Contract manager for multiple on-call contracts with Southern California Edison's (SCE) Corporate Environmental Services Division. In this role, she has provided policy level support, program development, agency negotiation and permit development, training, and field assistance to SCE. The internal stormwater program included development of a Corporate Stormwater Policy document, implementation guidance to SCE's Organizational Units, and creation of unique stormwater management plans for each of its over 75 major fixed facilities. In addition, has provided coordination services for facility environmental plans, including spill prevention control and countermeasure (SPCC) plans, WQMPs, hazardous materials business plans, stormwater management plans, and stormwater pollution prevention plans (SWPPP). She has participated permit reviews of and agency negotiations on multiple state and regional board NPDES permits, including the Construction General Permit, San Onofre Nuclear Generating Station, Pebbly Beach Desalination Plant, Eastwood Powerhouse, and the Utility Vault NPDES Permit; created and delivered training on construction site BMPs, SWPPPs, and permitting; created a training program for the Corporate Real Estate Business Unit's Leased Facility program that focused on regional board agricultural waivers; assisted with NPDES permitting and reporting, groundwater sampling, spill response, Small Linear Underground/Overhead Permit and Utility Vault Permit implementation and compliance, erosion and sediment control plans, facility construction inspections, BMP contractor management, bid meetings, dewatering permitting and design, burned area evaluations, Low Threat Discharge Permit implementation, and pollution prevention plan development; developed and implemented SWPPPs for both linear and traditional construction sites; and provided extensive agency coordination activities. Michael Baker developed a stormwater management plan (SWMP) to address stormwater discharges and best management practices (BMP) from its industrial-type facilities, including power generation facilities, substations, service centers, and warehouse and material distribution centers. (January 2005 – present)

Michael Baker INTERNATIONAL

Location
Palm Desert, CA

Education
- M.S., 2001, Civil Engineering/ Environmental, University of California, Irvine
- B.S., 1999, Chemical Engineering, University of California, Irvine

Licenses/Certifications
- Construction General Permit Trainer of Record, California, 2010
- Professional Engineer - Civil, California, 2008, 72119

Current Commitments/ On-Going Projects
- Project Commitments | 25%
- Management Commitments | 50%

BMP Selection and Design, California. *Southern California Edison and Others.* Project Manager/ Designer. Provided BMP selection and design services for multiple projects, including highway, roadway, residential, industrial, and municipal facilities. BMP selection includes evaluation of BMP effectiveness, land use, potential pollutants, BMP installation and maintenance cost, hydrology, facility size and location, and client preference. 2006 – 2011.

Facility Pollution Prevention Plan Development, Southern California. *Caltrans.* Project Manager. Providing Facility Pollution Prevention development services to Caltrans for its Southern California Districts. Each FPPP will include site evaluation, discussion of BMPs including source control and treatment control, facility maintenance, BMP maintenance, and mapping. Leading a team of engineers in preparation of these plans, and is responsible for coordinating with the client and the various facility managers, field inspection scheduling, rapid product deliverables, and QA/QC of all plans. 2011 – Present.

Chino Air Operations, Chino, California. *Southern California Edison.* Project Manager. Provided SWPPP implementation and construction oversight for the SCE Chino Air Operations project, located at the Chino Municipal Airport. Tasks include SWPPP updates, periodic inspections, storm event inspections, BMP implementation and client coordination. Wrote the SWPPP for this project, and manages the SWPPP amendment process. 2009 – 2011.

Caltrans - District Assistance (Contract No. *43A0176), Southern California, Caltrans.* Task Manager. Receives assistance requests from all Southern California Caltrans Districts. Assistance requests may be for any NPDES-related issue. Issues from past requests have included dewatering permit applications, Notice of Violation response, and construction inspection at major highway projects. Each request includes a site visit, appropriate assistance to resolve the issue, and a final report to the appropriate District NPDES Coordinator.

Dewatering Discharge and Dilution Study (Contract No. *43A0182), San Francisco, California, Caltrans.* Technical Lead. Caltrans was directed to conduct a dilution study in the Devil's Slide Discharge Permit to show that a dilution credit was appropriate for determining compliance with discharge limitations. Responsible for designing the dilution study and coordinating both the sampling effort and modeling effort. 2006.

ASSISTANT PROJECT MANAGER

Kevin Perko, PE, ENV SP



Mr. Perko's more than 35 years of extensive technical knowledge and experience in roadway, drainage, site civil, utilities, and floodplain analyses. Kevin focuses on quality, managing projects from the initial acquisition phase through permitting, construction supervision, and successful completion within budget and on schedule. His specialized water resources experience includes hydrology, open channel and pipe hydraulics, riverine hydraulics, stream geomorphology, storm water quality, retention/detention design, resource management, bridge scour analysis, Bridge Hydraulics Reports, erosion and sediment control, Storm Water Pollution Prevention Plan (SWPPP) preparation, FEMA Map revisions (CLOMR, LOMR, LOMA), municipal and private storm sewer system analysis and design, drainage connection permits, Section 404 permits, bank stabilization and shoreline protection design. He conducts hydrologic and hydraulic analyses using models such as HEC-HMS, StormCAD, Basin Runoff Networking, Advanced Interconnected Pond Routing, Geopak Drainage, StormCAD, NRCS TR-55, and HEC-RAS. He has performed storm water master planning, collection and conveyance, and water quality treatment design for commercial, institutional, industrial, municipal, and private entities in Arizona, Florida, Utah and North Dakota.

Years with Michael Baker	Years experience	Availability for this project
1	36	70%

RELEVANT EXPERIENCE

Canyon River Ranch – Town Bridge Crossing. *Town of Payson.* Quality Control Reviewer. Scope of work included a detailed review of the bridge crossing and scour protection design for the shallow abutment foundation structure. Included a detailed recommendations for abutment setback and proposed local and general scour protection.

Pusch View Lane Bridge over the Rooney Wash. *Town of Oro Valley.* Project Engineer. Responsible for the bridge hydraulics report and abutment scour analysis for a new ConArch crossing including upstream and downstream bank protection design.

SR 520 Bridge Replacement over the St Johns River (Orange County, Florida). *Florida Department of Transportation, District 5.* Project Engineer. Responsible for the preparation of the bridge hydraulics report and bridge scour analysis, establishment of foundation and abutment protection, and design of upstream guide banks.

SR 520 Bridge Replacements over the Banana River (Brevard County, Florida). *Florida Department of Transportation, District 5.* Project Engineer. Responsible for the preparation of the bridge hydraulics report and bridge scour analysis for the dual, parallel 1,000-foot long structures and a single 100-foot long relief structure, establishment of foundation and abutment protection for both structures, and the design of over one mile of gabion basket revetment armoring with wetland mitigation. Shoreline armoring design included a wave height analysis for the three mile long fetch length tidal water body. Project was part of the overall six-lane widening of the causeway.

SR 64 Bridge Replacement over Wares Creek (Manatee County, Florida). *Florida Department of Transportation, District 1.* Project Engineer. Responsible for the preparation of the bridge hydraulics report and bridge scour analysis for the tidal crossing near Palma Sola Bay.

US 17 Bridge Replacement over the Peace River (Hardee County, Florida). *Florida Department of Transportation, District 2.* Project Engineer. Responsible for bridge scour analysis, and the establishment of drilled shaft foundations and abutment protection.

FDOT District 2 Districtwide Scour Evaluations. *Florida Department of Transportation, District 2.* Project Engineer. Repsonsible for the scour

Location
Tucson, AZ

Education
- B.S.C.E., 1986, Civil Engineering/Hydraulics, University of Florida, Gainesville
- A.A., 1980, Pre-Architecture, Valencia College

Licenses/Certifications
- Professional Engineer, Florida, 1990, 43386
- Professional Engineer - Civil, Arizona, 2003, 39619
- Envision Sustainability Professional, Arizona, 2021, 31392

Current Commitments/ On-Going Projects
- Moson Road Pre-Scoping Cost Study – 20%
- Pima County Wastewater Reclamation On-Call Project – 10%

evaluation of over 100 off-system bridges within the District. Included development of a field data collection system using FoxPro database.

Buffalo Soldier Trail to Moson DCR. *City of Sierra Vista.* Project Manager. Responsible for the preparation of an Alternative Alignment Report followed by a Design Concept Report for the 4-mile new roadway. The study was developed to ADOT standards with the intent of allowing flexibility for federal funding should it be needed. Six Build alternatives were considered as well as the NoBuild alternative. The scope also included preparing the ADOT MPD traffic modelling to better understand the future traffic operations and travel patterns. The study goals and objectives met in the report included the following items: Inform and seek public input into the project alternatives; Maximize benefit to traveling public by reducing travel time and delays; Determine the preferred roadway alignment from a regional framework perspective; Enhance safety; Minimize adverse impacts to the environment; Identify new right-of-way requirements; Enhance traffic operations; Develop consensus-driven improvement alternatives; Minimize adverse impacts to residents and businesses; Create a multi-modal corridor; Develop a realistic phased implementation plan; and Develop an access management plan to maintain the operation efficiency of the roadway corridor.

Adonis Road Alignment Study. *Town of Marana.* Project Manager. Responsible for the preparation of the Adonis Road Alignment Study and Right of Way Mapping for the 4-mile new roadway. The proposed alignment will connect the proposed 1,780 acre Villages of Tortolita residential development and the San Lucas area to Tangerine Road just east of Interstate 10, to support the future mixed-use development to include approximately 6,500 new residential units. The study efforts included coordination with the Central Arizona Project CAP Trail consultant to accommodate required crossings of the proposed roadway and parking for future trail users.

Statewide ADA Ramp Improvements. *North Dakota Department of Transportation.* Project Manager. Responsible for the Statewide ADA ramp improvement project for locations in the following North Dakota cities: Beach, Golva, Center, Glen Ullin, Maddock, Michigan and Towner. The project scope includes design and right of way survey, preparation of the Categorical Exclusion Documents for submittal to FHWA, construction plans for new ramps and ramp replacements, and preparation of construction easements.

Utah Department of Transportation: Intersection Signalization Improvements, 7800 South Bingham Junction Parkway, Midvale, UT: Project Manager for the traffic signal construction management project. *The project scope included the road widening design for a left turn lane and full shoulders, signal installation design and integrated detection devices; and construction inspection and management.*

Ada County Highway District, Idaho 16, US 20/26 to Idaho 44, Boise, ID: Quality Control Manager for the roadway design, hydraulic analyses and design plans for the new north-south two-mile long divided highway with bridges over the Boise River and Phyllis Canal. *The project scope consisted of project utility coordination/relocation, six miles of local roads design and pre- and post-condition drainage design including infiltration basins, detention ponds, and roadside swales.*

Water Reclamation Facility FEMA Letter of Map Revision. *City of El Mirage.* Project Manager. Scope of work included surveying, study to remove existing facility from previously mapped FEMA floodplain, preparation of Technical Data Notebook and Letter of Map Revision for submittal to Maricopa County Flood Control District and FEMA.

Engler Avenue & Hwy 95 Intersection Improvements. *Yuma County Public Works.* Project Engineer, Drainage Design. Preparation of roadway intersection design, drainage design, construction plans, specifications and cost estimates, bid phase services, lighting design, surveying, and traffic signal design.

Desert Ridge Washes Erosion Remediation. *Desert Ridge Community Association.* Project Engineer. Project scope included design survey, preparation of final design and construction plans for the reconstruction of 24 existing concrete grade control structures within the Coconino and Yavapai washes located within the Desert Ridge subdivision.

Tucson High Magnet School Flooding Remediation. *Tucson Unified School District.* Project Engineer. Scope included drainage investigation, flood forensics, cost estimating, drainage report, construction plans, and construction oversight.

FY2018 Quartzsite Street Improvement Projects. *Town of Quartzsite.* Project Engineer. Scope included drainage easement negotiations, drainage design innovation, gabion basket erosion protection at low water crossing.

Florence Boulevard Intersection Improvements, Arizola Road and Trekell Road. *City of Casa Grande.* Project Manager. Improvements included drainage analysis, drainage structure modification, ADA ramp design, survey, traffic signal modifications, construction plan preparation, cost estimating and bid phase services.

QA/QC

Brad Mielke, PE, SE



Mr. Mielke is responsible for engineering design and project management for civil and structural engineering projects throughout California for private and public sector clients with a specialty in transportation structures, flood control and water resource facilities, and earth retaining structures. Bridge design experience includes new steel and concrete bridges, inspections, evaluations, repairs, and seismic retrofit design of existing bridges using AASHTO and Caltrans standards. Water resource facilities includes pump station buildings; reservoirs; tanks; and flood control facilities such as channels, box culverts, vaults, tanks, retaining walls and tie-back walls.

His experience also includes a strong background in building design for commercial, industrial, and civic buildings, along with parking structures using IBC, CBC, and FEMA design criteria constructed of concrete, masonry, steel, and timber. Mr. Mielke also specializes in analyzing and retrofitting existing structures that require repair or require strengthening to resist current seismic loads. He has provided emergency engineering evaluations, inspections and retrofit designs for existing buildings and bridges following earthquakes.

Years with Michael Baker	30	Years experience	44	Availability for this project	60%

RELEVANT EXPERIENCE

S.R 91 Corridor Improvement Project, Riverside and Orange Counties, California. *Riverside County Transportation Commission.* Technical Manager. Responsible for structural engineering. Michael Baker worked with the Riverside County Transportation Commission (RCTC) on the PA/ED for improvements to S.R. 91, from the S.R.241 toll road in Anaheim to Pierce Street in Riverside. The total project length is 12 miles along S.R. 91 and five miles along I-15. Michael Baker was the lead civil engineering team for the western seven-mile segment, from S.R. 241 in Anaheim to Smith Street in Corona, responsible for alternatives development, highway and interchange alignment preliminary design, bridge and retaining wall advance planning studies and structural design, interchange design, water quality design, and drainage. Responsible for alternative development; highway geometry; structure design of bridges, retaining walls; interchange design; and drainage design.

Scott's Flat Dam Tunnel and Penstock Structural Integrity Analysis, Nevada City, California. *Nevada Irrigation District.* Principal-In-Charge, Responsible for project oversight. Michael Baker performed a seismic evaluation of an existing 1,340-foot tunnel and steel pipe penstock for the Nevada Irrigation District's (NID) Scott's Flat Dam. The tunnel includes concrete-lined and unlined portions. The steel pipe penstock sits on concrete pedestals, which are cast against the rock floor. The Federal Energy Regulatory Commission requested structural analysis and retrofit recommendations for improvement of the tunnel lining, penstock pipe, and concrete pedestal supports.

Coachella Valley Stormwater Channel from Industrial Way to North of Avenue 54. *Coachella, California.* Principal-in-charge and Structural design engineer. Responsible for 4000 linear feet of concrete slope lining protection with access ramps for the Coachella Valley Water District (CVWD). This project required extensive dewatering, coordination with the geotechnical engineer and utility companies.

Location
Palm Desert, CA

Education
- B.A., 1978, Management Engineering, Claremont Men's College, Claremont, CA
- B.S., 1978, Architectural Engineering (Structural Design Option), California State Polytechnic University, San Luis Obispo

Licenses/Certifications
- Structural Engineer, Arizona, 1998, 32611
- Structural Engineer, California, 1986, 2817
- Professional Engineer - Civil, California, 1981, 33334
- Registered Disaster Service Worker, California, SA0158
- Professional Engineer - Civil, Washington, 2019, 19110557
- Professional Engineer - Civil, Nevada, 1989, 007269

Current Commitments/ On-Going Projects
- City of Newport Beach- Collins Island Bridge – 20%
- Brookfield Properties – Western Bypass Bridge – 20%

Coachella Valley Water District (CVWD) On-Call Structural Engineering Services. *Coachella, California.* Structural Engineer. Responsible for providing for structural engineering support including PS&E and construction support for various facilities including metering bridge design, channel relining along the Coachella Canal at Terra Lago Golf Course and the Whitewater River in Coachella and La Quinta, MCC building design, and pipeline turn outs.

GreenVolts / Concentrated Photovoltaic, Belk Farms Site, Thermal, California. *Greenvolts Inc.* Project Manager. Michael Baker performed superstructure analysis and prepared final structural foundation plans for the GreenVolts High-Concentrated Photovoltaics panel system. The foundation alternatives consisted of one anchor bolt embedded in independent 4-foot-6-inch reinforced concrete cast-in-drilled-hole piles and two 1-foot-6-inch-deep mat foundations connected via coupled grade beams. The design conformed to ACI 318-05, ASCE 7-05, and the 2007 California Building Code.

Lakeview Transfer R&R Project, Anaheim, California. *Orange County Water District.* Structural Engineer. Responsible for Structures Manager duties. Michael Baker performed a comprehensive assessment of the existing 7-foot x 7-foot reinforced concrete box (RCB) structure, analysis of alternative conveyance options, recommendations for repair or replacement, and final design services for the preferred option for the Orange County Water District (OCWD). Michael Baker's design services included: inspections, structural analysis of the existing RCB structure, hydraulics operation and capacity, analysis of existing drain tubes, flow analysis for repair or replacement options, design calculations, and development of construction documents and drawings.

Wheeler Canyon Road Bridge, Santa Paula, California.Ventura County. *Principal-In-Charge.* Responsible for project oversight. Michael Baker provided a Bridge Condition Analysis, Advanced Planning Study (APS) Report and supporting HBP Funding Documents for the County of Ventura Transportation Department, to assess the existing Wheeler Canyon Road Bridge in the City of Santa Paula. Bridge maintenance reports indicated one cracking in the existing concrete structure and two heavy scouring of the channel at the abutment wingwalls. The Bridge Condition Analysis included Hydraulic and Scour Analysis and concrete testing for compressive strength and Alkali-Silica Reactivity (ASR). Michael Baker provided alternatives and associated costs for bridge repair, which ranged from crack repair, to chemical grout injection as a protection measure to arrest ASR deterioration, to full bridge replacement.

Sand Canyon Avenue Grade Separation at the Metrolink/BNSF Railroad, Irvine, California.City of Irvine. *Structural Designer.* Responsible for the 64.5 foot wide underpass structure which carries the two existing railroad tracks and capable of carrying a future additional third track over Sand Canyon Avenue, a 6-lane roadway. The underpass consists of two 52 foot spans with steel through girders supported on multi-column bents on pile foundations. The project design also included the design of a shoofly and required shoring within UPRR right-of-way. Michael Baker provided design services for the Sand Canyon Avenue undercrossing at the Southern California Regional Rail Authority, Orange County Transportation Authority, and Metrolink grade separation. Michael Baker was responsible for roadway layout, structures design, pump station design, railroad permitting and coordination, railroad shoofly design, drainage design, utility relocation coordination, survey and right-of-way engineering, community outreach, landscape and irrigation, identification of funding, and geotechnical engineering services.

Woodcrest Dam and Sycamore Dam Pipe Inspections and Structural Evaluation Services, Riverside County, California. *Riverside County Flood Control Water Conservation.* Structural Engineer. Responsible for Structures Manager duties. Michael Baker performed storm drain pipe inspection services, hydraulic evaluations, structural analysis, and a report of recommendations for existing drainage pipelines at the Woodcrest and Sycamore dam facilities. Existing 30-inch low-flow concrete outlet pipes are buried within the dam embankments. The pipelines were inspected using a specialized robotic tractor camera that provided three-dimensional high-definition recordings of the interior condition of the pipes. Based on the visual information and measurement of depths from the interactive video, Michael Baker provided structural evaluation, condition assessment, and repair recommendations. Main considerations were D-load and pipe strength; concrete cracks, spalling, and exposed reinforcing steel; and joint performance and leak resistance.

S.R. *91 Westbound Widening - Final PS&E, Orange County, California.Orange County Transportation Authority (OCTA).* Structural Engineer. Responsible for PS&E for seven bridges (widening and bridge retrofitting), retaining walls, overhead sign structures and drainage structures. The project included final design of 3.8 miles of freeway widening to convert the existing westbound auxiliary lanes into through mixed flow lanes between Brookhurst Street and Euclid Street, Euclid Street and Harbor Boulevard, and Raymond Avenue and State College Boulevard through each interchange. Michael Baker provided plans, specifications, and estimates for the S.R. 91 widening project. The project consisted of 3.8 miles of freeway widening to convert the westbound auxiliary lanes into mixed-flow through-lanes between Brookhurst Street and Euclid Street, Euclid Street and Harbor Boulevard, and Raymond Avenue and State College Boulevard. The project also added two-lane exit ramps and associated auxiliary lanes at three interchange locations at the westbound exit ramps to Raymond Avenue, Lemon Street, and Brookhurst Street.

ENVIRONMENTAL PERMITTING

Elizabeth Meyerhoff



Ms. Meyerhoff has over 15 years of professional planning experience in environmental assessment, land use and infrastructure planning, and regulatory permitting. She has prepared and reviewed numerous CEQA, CEQA-Plus, and NEPA compliance documents, planning reports, and permit applications for local, state, and federal government agencies, utility agencies, private developers, and non-profit entities. She is responsive to her team and is a consistent communicator, while providing direct support to the executive team. She is a proven public speaker, and routinely presents staff reports and informational items. She has been involved in primary infrastructure projects including water supply and delivery projects, transmission facilities, solid waste facilities, shoreline protection, as well as, regional planning, commercial, industrial and residential development projects.

Years with Michael Baker	Years experience	Availability for this project
1	16	65%

RELEVANT EXPERIENCE

North Cathedral City SW Imprv. *Coachella Valley Water District.* Environmental Planner. Responsible for currently assisting with the preparation of environmental documents pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Protect Act (NEPA) for the regional stormwater improvement project. The project is located on lands managed by the US Department of Interior, Bureau of Land Management, and requires a federal right-of-way, as well as Endangered Species Act coordination and jurisdictional water permitting pursuant to the Clean Water Act. The purpose of the project is to safely and reliably convey flows beneath the Interstate 10 bridge, reducing floodplain impacts for tributary areas to the project site.

Palm Desert On-Call Services. *City of Palm Desert.* Environmental Manager. Responsible for providing third-party entitlement and environmental review services for various housing development applications.

On-Call Peer Review Support. *Riverside County.* Project Manager. Responsible for providing third-party review of planning and environmental documents.

Coachella Valley Stormwater Channel Improvement Project, Avenue 54 to Thermal Drop Structure Environmental Impact Report and Regulatory Permitting. *Coachella Valley Water District.* CEQA Manager. The project included the design, construction and operation to existing regional stormwater channel facility and was required to restore channel flow conditions to convey the 100-year flood and provide requisite freeboard, and to remove the existing threat of flooding during a 100-year storm event to the parcels within the area of benefit. The project area is a portion of the engineered extension of the Whitewater River Stormwater Channel. The channel functions as a conveyance channel for regional stormwater runoff, agricultural irrigation return water, and treated wastewater. Responsible for the preparation of the environmental documentation and acquiring the regulatory permits required by the United State Army Corp of Engineers, Regional Water Quality Control Board, and the California Department of Wildlife. Project cost $50+ million. Under construction in 2021.

Climate Action and Adaption Plan. *Coachella Valley Water District.* Project Manager and web page designer. The Districts emphasis on sustainable water management provides the catalyst for developing its first Climate Action & Adaptation Plan to reduce greenhouse gas emissions from operational activities while adapting to climate change.

Michael Baker INTERNATIONAL

Location

Palm Desert, CA

Education

- Post-Baccalaureate Certificate, 2010, Land Use and Environmental Planning, University of California, Riverside Extension
- B.A., 2004, Sociology, University of California, Riverside
- Executive Certificate Program, 0, Organizational Leadership, University of California, Riverside Extension

Current Commitments/ On-Going Projects

- County of Riverside, Transportation and Land Use Agency, Planning Department | 20%
- Pulte Group, Sevilla II TTM CEQA Compliance, City of Indio | 5%
- SGH Architects, Green Acres CEQA Compliance, City of Bloomington | 5%
- Rodeo Credit Enterprises, TTM 20561 CEQA Compliance, City of Victorville | 5%

The project included conducting an emissions inventory of existing, historic and projected GHG emissions, gap analysis and vulnerability assessment, and identifying reduction measures based on State of California regulations related to climate change. Coordinated the project team from engineering, environmental, electrical, fleet, and facilities departments for consensus on the reduction measures for the targeted areas including electricity usage, wastewater collection and treatment, and construction activities. A dedicated webpage was created for the project with tracking and implementation tools through 2030. Project cost $99,000. The CAAP was prepared in 2021.

Non-Potable Water Pipeline Expansion Initial Study & Mitigated Negative Declaration. *Coachella Valley Water District.* CEQA Manager and environmental grant application preparer. The project consisted of construction and operation of approximately 12 miles of non-potable water pipeline segments and connections to provide irrigation water for seven local golf courses, one community church, and one sports and entertainment venue. The project alignment is located in the cities of Palm Desert, Rancho Mirage, Indian Wells and unincorporated community of Bermuda Dunes. The project would reduce groundwater overdraft in accordance with the water management goals and objectives of both the 2002 Water Management Plan and the 2010 Water Management Plan Update. Source substitution is the delivery of an alternate source of water to users that currently pump groundwater. The substitution of an alternate water source reduces groundwater extraction and allows the groundwater to remain in storage, thus reducing overdraft. The environmental documentation was prepared in accordance with the State Environmental Review Process for the Clean Water State Revolving Fund Program and was expanded beyond the typical content requirements of an IS-MND to include additional CEQA-Plus assessment. Project cost $10+ million. Under construction in 2021.

Highway 86 Domestic Water Pipeline, Phase 2 and Booster Station Initial Study & Mitigated Negative Declaration and Regulatory Permitting. *Coachella Valley Water District.* CEQA Manager. Phase 2 involved the design and installation of 35,000 linear feet of 30-inch diameter ductile iron pipe along Harrison Street from Avenue 74 to Avenue 86 in unincorporated Riverside County. Responsible for the preparation of the environmental documentation and acquiring the regulatory permits required by the United State Army Corp of Engineers, Regional Water Quality Control Board, and the California Department of Wildlife. The project involved extensive tribal monitoring efforts during the 1.5year construction timeframe. Project cost $27+ million. Under construction in 2019.

Galilee Center Emergency Shelter Entitlement Pre-Application. *County of Riverside.* Lead Planner. The project included entitlements such as a required Change of Zone and General Plan Amendment for the existing emergency shelter and the 6,000 square foot expansion to address increased service needs. The anticipated shelter expansion will allow the facility to almost double its emergency housing capacity as well as continue to host humanitarian efforts to support the essential needs of the working poor and migrant families in the East Coachella Valley.

Coachella Valley Stormwater Channel Improvement Project Environmental Impact Report/ Environmental Impact Statement. *Coachella Valley Water District and USACE, and coordination with Kinder Morgan, Imperial Irrigation District, and Union Pacific Rail Road.* CEQA Project Manager. Responsible for overseeing the preparation of the joint EIR/EIS, technical studies and regulatory permit application packages to satisfy the USACE 404 Nationwide permit, RWQCB 401 Water Quality Certification, and CDFW 1602 Lake and Streambed Alteration Agreement. The stormwater channel improvement project included the placement of concrete slope-lining of the levee banks/side slopes and portions of the channel bottom to restore channel flow conditions to convey the 100-year flood and provide requisite freeboard and remove the existing threat of flooding during a 100-year storm event to the parcels within the area of benefit. The project included exclusion fencing and environmentally sensitive habitat restoration mitigation including Take/Avoidance Surveys for burrowing owl (Speotyto cunicularia), scour and soil erosion protection, and invasive species control through equipment management on-site.

Highway 86 Domestic Water Transmission Pipeline, Phase 2 and Booster Station Initial Study/ Mitigated Negative Declaration and Addendum No. *1.* Coachella Valley Water District and coordination with the Imperial Irrigation District and Caltrans. Responsible for the preparation of the CEQA compliance documentation, Native American tribal monitoring agreements, and acquiring the regulatory permits required by the USACE, RWQCB, and CDFW including mitigation negotiation for more than 10 jurisdictional waterway crossings. The domestic water project installed approximately 35,000 linear feet of 30-inch diameter ductile iron pipeline along a 7-mile stretch of Highway 86. The alignment traversed numerous landowners, tribal government land, waterways, and utilities including irrigation mains, agricultural drain lines, storm drain culverts and buried telephone lines. Pre-construction and construction activities involved biological mapping and clearing, off-site vegetation planting and restoration, erosion and sediment control measured and tribal monitoring.

REGULATORY PERMITTING

Shelah Riggs



Ms. Meyerhoff has over 15 years of professional planning experience in environmental assessment, land use and infrastructure planning, and regulatory permitting. She has prepared and reviewed numerous CEQA, CEQA-Plus, and NEPA compliance documents, planning reports, and permit applications for local, state, and federal government agencies, utility agencies, private developers, and non-profit entities. She is responsive to her team and is a consistent communicator, while providing direct support to the executive team. She is a proven public speaker, and routinely presents staff reports and informational items. She has been involved in primary infrastructure projects including water supply and delivery projects, transmission facilities, solid waste facilities, shoreline protection, as well as, regional planning, commercial, industrial and residential development projects.

Years with Michael Baker	Years experience	Availability for this project
2	22	65%

RELEVANT EXPERIENCE

Emerald Ridge (TTM 368471). *Highpointe Communities.* Project Manager. Responsibilities included preparation of an updated jurisdictional delineation report, preparation and submittal of an approved jurisdictional determination request to the U.S. Army Corps of Engineers, and issuance of a waste discharge requirement and 1602 streambed alteration agreement.

Southwest Gas Stormwater Services, Victorville, California. *Southwest Gas Corporation.* Environmental Permit Coordinator. Responsibilities included senior biological resources report QA/QC and regulatory permit review services. Michael Baker is providing construction stormwater support services to Southwest Gas Corporation. It has been performing these services continuously since 2010 and has completed more than 20 projects entailing the development of erosion and sediment control plans, stormwater pollution prevention plans (SWPPP) development and implementation, personnel training, SMARTS stormwater database reporting, agency coordination and negotiation, and permitting and compliance assistance.

Canyon Ranch Project. *Highpointe Communities.* Project Manager. Responsibilities included preparation of a pre-purchase due diligence review of a 140 acre property for biological, cultural, agricultural, and land use issues.

On-Call Peer Review Support. *Riverside County.* Environmental Planner. Responsibilities include Senior QA/QC of CEQA documentation (initial studies, addendums, and environmental impact reports).

Malibu Lagoon Restoration Project. *Los Angeles County.* Environmental Permit Coordinator. Responsibilities included preparation of the jurisdictional delineation of state and federal waters, preparation of the 404 Individual Permit, 401 Water Quality Certification, Section 7 Biological Opinion and 1602 Streambed Alteration Agreement applications, and resource agency coordination for issuance of approvals to authorize the grading and construction of hydrology and revegetation activities intended to restore the Malibu Lagoon.

Palm Desert Groundwater Replenishment Project, San Bernardino County, California. *Coachella Valley Water District.* Regulatory Permit Support. Worked with the CVWD Environmental Department to obtain an Individual Permit under Section 404 of the Clean Water Act for construction of three berms and other associated improvements within the Whitewater River Storm Channel to facilitate groundwater recharge. Ms. Riggs prepared the draft 404(b)(1) Alternatives Analysis,

Michael Baker INTERNATIONAL

Location
Palm Desert, CA

Education
- M.S., 2002, Environmental Studies, California State University at Fullerton
- B.A., 1998, Geography, California State University at Fullerton

Current Commitments/ On-Going Projects
- Oso Ranch, San Juan Capistrano, 10%
- SCE Mission Creek Restoration Project, Santa Barbara, 15%

Environmental Assessment and Mitigation Plan documents for review and approval by the U.S. Army Corps of Engineers. The preparation of the Mitigation Plan was supported by an updated Jurisdictional Delineation report, CRAM assessment, and preparation of the USACE mitigation ratio checklist.

Devers-Palos Verde No 2 Transmission Line Project, San Bernardino County, California. *Southern California Edison.* Regulatory Permit Manager. Obtained resource agency permits under Section 404 and 401 of the Clean Water Act and Section 1602 of the California Fish and Game Code for the construction of a 128-mile 500 kilovolt transmission line project that extended between California and Arizona. Installation of the new transmission lines required the construction of hundreds of steel towers and circuit towers, along with spur roads for construction of these facilities and long-term maintenance of the new infrastructure. The project alignment extended through the eastern Riverside and San Bernardino desert areas, with temporary and permanent impacts to dozens of small ephemeral desert washes, as well as the Whitewater River. Because the project extended through two Regional Water Quality Control Board districts, the 401 water quality certification was issued by the State Water Resource Control Board. Mitigation for impacts to state and federal waters, as well as sensitive desert wildlife species, was satisfied through a land purchase with long term management of the preserve by a local non-profit agency.

Regulatory Compliance and Construction Monitoring for Tehachapi Renewable Transmission Project, Orange, Kern, Los Angeles, and San Bernardino Counties, California. *Southern California Edison.* Project Manager. Responsible for providing a regulatory permitting strategy and manage the biological resources construction monitoring for the Tehachapi Renewable Transmission Project, a 173-mile project consisting of new and upgraded transmission facilities extending from the Los Angeles Basin to the Tehachapi Mountain Wind Farms. The permitting strategy report was approved by Southern California Edison legal counsel, and the regulatory permitting contract was awarded, which included wetland delineation fieldwork and reporting, mitigation options review, and submittal of permit applications/negotiation with the resource agencies to obtain permits under Section 1602 of the State Fish and Game Code and Section 404 and 401 of the Clean Water Act. Following issuance of the permits, Ms. Riggs managed a team of six package managers and more than 350 biological monitors during construction of the transmission project. Tasks included preparation of the monitor training materials, resource agency and forest service coordination and scheduling/deploying monitors into the field.

Upper Newport Back Bay Blowoff Structure Project, Orange County, California. *Metropolitan Water District of Southern California.* Regulatory Permit Manager. Obtained resource agency permits under Section 404 and 401 of the Clean Water Act, Section 1602 of the California Fish and Game Code, and the California Coastal Act for the rehabilitation of a water distribution pipeline blow-off structure and dirt access maintenance road which serves as an essential component of the Orange County Feeder. The project site is located within a sensitive area adjacent to the Newport Back Bay and San Diego Creek. Habitat on the project site was considered suitable for the federally listed least Bell's vireo and California gnatcatcher. Project compliance with the Central/Coastal Habitat Conservation Plan/Natural Communities Conservation Plan was required for both species, with mitigation for state and federal waters and least Bell's vireo habitat identified within the watershed at an existing restoration site sponsored by the California Coastal Commission.

Distribution System Infrastructure Protection Program Project, Orange County, California. *Metropolitan Water District of Southern California.* Project Manager. Responsible for preparation of the Environmental Impact Report and permit applications (404 and 401 of the Clean Water Act, Section 7 of the Endangered Species Act and Section 1602 of the Fish and Game Code) for construction of Capital Improvement Projects and routine operations and maintenance projects within the Orange County Operating Region.

Carryover Storage and San Vicente Dam Raise Project Environmental Impact Report/Environmental Impact Statement, San Diego, California. *San Diego County Water Authority.* As Permits Coordinator, provided liaison and coordination with the EIS federal lead agency, U.S. Army Corps of Engineers, and prepared all permit applications for the project, including the 404(b)(1) Alternatives Analysis. Responsible for assisting U.S. Army Corps of Engineers with preparing all NEPA notices, reviewing technical reports, and expediting approvals. Asked to fulfill role based upon excellent relationship with U.S. Army Corps of Engineers staff in Los Angeles and San Diego.

Solstice Creek Enhancement Project, Malibu, California. *City of Malibu.* Served as Regulatory Compliance Task Leader. Prepared the wetland delineation report and biological resource report and obtained regulatory permits under Section 404 of the Clean Water Act, Section 1602 of the Fish and Game Code, and California Coastal Act. The proposed project involves replacement of an existing box culvert with a clear span bridge at the Solstice Creek crossing on Corral Canyon Road in the City of Malibu. The project is intended to remove an existing impediment to the movement of southern steel head trout from the Pacific Ocean to prime spawning and rearing grounds in Solstice Creek.

STRUCTURES LEAD

Chad Harden, PE, SE



Mr. Harden serves as a structural engineering project engineer and project manager and is responsible for preparing structural analysis, plans, specifications, and estimates (PS&E) and construction administration for transportation facilities for both public agencies and private clients. Mr. Harden has experience in the design of bridges and industrial facilities, water resources structures, flood control facilities, various retaining wall and special foundation systems, and existing structure evaluation. Mr. Harden has become involved with several standing committees of the Transportation Research Board (TRB), a National Research Council division. Membership and participation in Seismic Design and Performance of Bridges, Foundations of Bridges and Other Structures, and Geoseismic committees allows Chad to be at the forefront of emerging design and construction guidance; such as nonlinear soil analysis, Accelerated Bridge Construction (ABC), reuse of existing foundations, pile construction, lightweight materials, and all types of retaining wall alternatives including MSE, soil nail, tieback, secant pile, soldier pile, sheet pile, and combined systems.

Years with Michael Baker	19	Years experience	19	Availability for this project	80%

RELEVANT EXPERIENCE

I-10 Express Lanes Design Build, San Bernardino County. *SBCTA.* Structures Task Lead. Chad personally conducted and directed structural PS&E, significant seismic strategy analysis in support of Type Selection, and final seismic design on skewed pier wall structures for the Michael Baker portion of the structures work program. Michael Baker's structures work included three bridge replacements, seven bridge widenings, three SHGA retaining walls, over 40 project retaining walls, and other non-standard overhead signs, luminaires, and toll facilities. Significant challenges included a hybrid girder system, highly skewed bridges, staged bridge replacement (freeway UC and OC), bridges over channels, precast and post-tensioned precast girders, and extension of an MWD aqueduct protection system.

Blackstone (Formerly Known as Tonner Hills), Brea, California. *Shea Homes LP, So Cal Div.* Structural Engineer. Responsible for site retaining and screen masonry walls, and existing pipe evaluation and protection for construction phase. Michael Baker was responsible for the planning and civil engineering for the 800-acre, 781-unit Blackstone development that consists of seven defined planning areas in the hills of northeast Brea. The project is located within an active oil field with more than 250 operating oil wells and an on-site gas processing/cogeneration plant. The project integrates the residential units among the existing oil wells, within seven defined planning areas. The complexity of the project required Michael Baker and the project team to address not only the traditional challenges of infrastructure improvements in hillside development with extensive grading, stormwater detention, and water quality, but also vaulting and abandonment of oil wells, methane gas mitigation, rerouting of oil facilities, management of oil impacted soil, oil seeps mitigation, and proposed oil field operational issues.

Garnet Street Bridge Replacement Three-Year On-Call. *Hemet, California.San Bernardino County.* Engineer. Responsible for preparing independent check calculations and PS&E QA/QC review for this 200-foot-long two-span cast-in-place post-tensioned concrete box girder bridge spanning over Mill Creek. The center pier is supported on a spread footing with rip-rap protection to mitigate against pier scour. Michael Baker provided engineering and design services for the replacement of the Garnet Street Bridge. As part of the project, it prepared preliminary and final roadway designs, developed final plans, specifications, and estimates (PS&E), performed hydraulics studies, and managed the preparation of wetland delineation, permitting, and compliance from environmental

Michael Baker INTERNATIONAL

Location
Santa Ana, CA

Education
- M.S., 2003, Structural Engineering, University of California, Irvine
- B.S., 2001, Civil Engineering, University of California, Irvine

Licenses/Certifications
- Professional Engineer - Civil, California, 2005, 67648
- Structural Engineer, California, 2008, 5232

Current Commitments
- I-405 Aux Lanes - 10%;
- Ventura County Public Works VR-1 Levee Improvements - 5%
- I-15 Express Lanes - 5%

documents previously prepared for conformity in support of a joint Initial study/categorical exclusion (IS/CE) for the Grant Street Bridge Replacement project. The County of San Bernardino intended to replace the bridge with a state-of-the-art bridge to accommodate existing traffic volumes. The new bridge is a two-span 200-foot-long, 52-foot-wide cast-in-place prestressed concrete box girder bridge with a wider travel way to accommodate modern vehicles. All existing pipelines and utilities were relocated as necessary.

Metro Gold Line Intermodal Parking Facilities and Enhancements, Arcadia, Duarte, Irwindale, and Azusa, California. *Metro Gold Line Foothill Extension Construction Authority.* Structural Engineer. Responsible for structural engineering. Michael Baker is providing professional services for the Metro Gold Line Authority's Intermodal Parking Facilities and Enhancements Design-Build Project. The project involves six transit station sites, four of which will include the design of structured parking, located within the cities of Arcadia, Monrovia, Duarte, Irwindale and Azusa. The project includes off-site intersection improvements to provide mitigation measures in accordance with the Final EIR mitigation measures, as well as two Traction Power Supply Substation (TPSS) sites at the Michillinda and Soldano TPSS sites. Michael Baker is providing all on-site and off-site design and survey services including civil, drainage, water quality, structural, traffic, environmental, legal descriptions, exhibits, and utility design services for all sites.

I-5 Widening (Oso to La Paz) Final Plans, Specifications, and Estimates. *Orange County, California. Orange County Transportation Authority (OCTA).* Project Engineer. Responsible for type selection and structural PS&E to widen the existing Oso Creek Bridge, a nine span cast-in-place concrete slab bridge supported on one inch to six inch pier walls and 24 inch cast-in-steel-shell concrete piles. Also serving as the task manager for the project retaining walls, which include tieback walls, mechanically stabilized embankment walls, pile and spread footing supported concrete walls, and a soil nail wall. Michael Baker, in a subconsultant role with the Orange County Transportation Authority, Caltrans District 12, and the cities of Laguna Hills, Laguna Niguel, and Mission Viejo, provided design services to add a general purpose lane in each direction for more than 2.6 miles of Interstate 5 from the southern segment limit (south of Oso Parkway) to the northern segment limit (south of Alicia Parkway). The project included the widening or replacement of four bridge structures, retaining walls, sound walls, and drainage improvements. Michael Baker provided type selection and structural PS&E to widen the existing Oso Creek Bridge, a nine-span cast-in-place (CIP) concrete slab bridge supported on pier walls and cast-in-steel-shell (CISS) concrete piles. The seismic design included a pushover analysis considering liquefiable soils. Baker also provided type selection and structural PS&E for the project retaining walls, which include 254 linear feet of new sound wall on a bridge widening, 695 linear feet of new sound wall on mechanically stabilized earth (MSE) wall, 80 linear feet of standard plan sound wall, as well as sub-horizontal-ground-anchor (SHGA) or "tieback" walls, pile and spread footing supported cast-in-place (CIP) reinforced concrete walls, a CIP wall with vertical ground anchors, and a soil nail wall. Michael Baker also provided environmental engineering, agency and public coordination, drainage designs, surveying, and construction-phase services.

Pilgrim Creek Vector Remediation and Restoration Project. *Oceanside, California.City of Oceanside.* Structural Engineer. Pilgrim Creek Vector Remediation 19 Availability and Restoration Project. Oceanside, California. City of Oceanside. Structural Engineer. Served as Structural Engineer to develop structural PS&E for multiple barrel arch culvert crossings. Detailed plan alternatives for various materials, including aluminum plate arch culverts and aluminized steel pipe-arches to provide maximum economy for the Client. The proposed project will consist of the development of design solutions that will remove or significantly reduce the presence of mosquitoes that transmit vector-borne diseases throughout the Oceanside Golf Course. Michael Baker provided PS&E to re-contour Pilgrim Creek invert to allow for positive slope, remove and reconstruct creek crossings for better conveyance, relocate the lateral channel, and excavate the existing in-line lake.

H&H LEAD

Todd Pitner, QSD/P



Mr. Pitner is a civil engineer with many years of progressively responsible work experience with extensive knowledge in all aspects of civil engineering. Mr. Pitner's area of expertise is hydrology, hydraulics and storm drain design with emphasis on water quality mitigation measures associated with new development and redevelopment to include residential, highway, industrial, commercial facilities and municipal facilities, to comply with the regulatory requirements under the National Pollution Discharge Elimination System (NPDES) permit. He has designed and overseen the construction of notable projects throughout Southern California which incorporate low impact development and green infrastructure to minimize the adverse impacts on storm water runoff quality and quantity resulting from urban development. Designed treatment control systems include infiltration basins/trenches, bioretention features, detention basins, underground storage, infiltration areas, constructed wetlands and various types of proprietary treatment devices to comply with local MS4 Permits.

Years with Michael Baker	Years experience	Availability for this project
7	27	25%

RELEVANT EXPERIENCE

Flood and Blow Sand Mitigation Services, Coachella Valley, California. *Coachella Valley Association of Governments (CVAG).* Project Manager. Responsible for the evaluation of 11 stormwater crossings throughout the Western Coachella Valley in the cities of Desert Hot Springs, Palm Springs and Cathedral City. Hydrology was performed to determine the design flow rates. Alternative concepts were developed and presented to all stakeholders. Hydraulic models were performed. A risk assessment was performed on all crossing to prioritize each crossing taking into account multiple factors, including costs, traffic count, environmental concerns, emergency routes, etc. A report was prepared to include alternative concepts and findings of risk assessment. Michael Baker provided engineering services to help mitigate flood and blow sand risks in the Coachella Valley. The purpose of the project was to keep regional roads open during severe flood and blow sand events. Michael Baker helped identify risks and potential mitigation strategies, outlined potential environmental impacts and project permitting that would be required, and provided a budget-level estimate including design, right-of-way, permitting, construction, and other costs associated with the mitigation. It also prepared alternative concepts for each area of concern and provided stakeholder engagement services.

Santiago Canyon College Erosion and Sediment Control Project, Orange, California. *Rancho Santiago Community College Dist.* Project Manager. Responsibilities included the development of a plan for temporary erosion and sediment control measures for the undeveloped site at the southeast corner of the Santiago Canyon College. The plan achieved the following three objectives: prevent/minimize sediment transport from the undeveloped site to the maximum extent practicable; provide a path of travel to convey/divert excess storm water runoff towards the most accessible drain inlets while protecting said drains. The site was evaluated, based on best available information, to identify constraints and limitations, evaluate topography, soil characteristics, percent impervious, existing flow patterns, discharge location(s), storm drain improvements, site boundaries, adjacent features. This information was used to determine the most appropriate and cost-effect erosion and sediment control best management practices (BMPs) to meet the objectives outlined above. All BMPs will be installed per CASQA BMP Fact Sheets and/or manufacture's recommendations. Michael Baker developed a plan for

Michael Baker INTERNATIONAL

Location
Palm Desert, CA

Education
- B.S., 1995, Civil Engineering, San Diego State University

Licenses/Certifications
- Professional Engineer - Civil, California, 1998, 58606
- Qualified SWPPP Developer (QSD), California, 2015, 00550
- Qualified SWPPP Practitioner (QSP), California, 2015, 00550
- Real Estate License, California, 2010, 01864200
- OSHA 40-Hour HAZWOPER Certification

Current Commitments/ On-Going Projects
- Riverside County Transportation Dept. , On-call Plan Check Review | 15%
- City of Murrieta , On-call Plan Check Review | 25%
- City of Palm Desert , On-call Plan Check Review | 25%
- Butterfield Stage Road Street Widening | 5%
- Mount Rubidoux Erosion Repair | 5%

temporary erosion and sediment control measures for an undeveloped site at the southeast corner of the Santiago Canyon College. The plan minimized sediment transport from the undeveloped site and provided a path of travel to convey excess stormwater runoff towards the most accessible drain inlets. Michael Baker also evaluated the site to identify constraints and limitations, evaluate topography, soil characteristics, existing flow patterns, discharge locations, site boundaries, and adjacent features to determine the most appropriate and cost-effective erosion and sediment control best management practices.

On-Call Consulting for Construction General Permit, California. *Irvine Ranch Water District.* Project Engineer. Responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) for project compliance with the Construction General Permit, adopted Order No. 2009-0009-DWQ. SWPPP development activities included site-specific risk assessments, preparation of permit registration documents, BMP selection and design. QSP services included pre-construction site visit, training of site personnel, routine monitoring, annual report preparation and NOT. Michael Baker has provided Construction General Permit support services to Irvine Ranch Water District since 2011. Tasks for this on-call include construction site inspection, peer review of stormwater pollution prevention plans and annual reports, training development and delivery, and contractor coordination.

Permit and TSO Compliance Support for Metal Discharges, Shaver Lake, California. *Southern California Edison Company.* Environmental Specialist. Responsible for preparing, reviewing, and amending the Storm Water Pollution Prevention Plan (SWPPP) for project compliance with the Construction General Permit, adopted Order No. 2009-0009-DWQ, conducts site-specific training and routine inspections for compliance with the permit requirements. SWPPP development activities include site-specific risk assessments, preparation of permit registration documents, BMP design and evaluation, and implementation of the monitoring and reporting program. Michael Baker provided client support in the development of a work plan to address non-compliant metal (Zn, As, Pb, and Cu) concentrations contained in three discharge waste streams at the Eastwood Hydroelectric Power Plan, a unique facility located more than 1.5 miles inside a mountain. Michael Baker developed a plan to simultaneously address the time schedule order (TSO) requirements of conducting a water effects ratio (WER) study, mixing zone study (MZS), and implementation strategy to reduce loading being discharged, while simultaneously supporting a change to the permit structure during the issuance of the facility NPDES permit.

Shaver Dam Boat Barrier Project, Shaver Dam, California. *Southern California Edison Company.* Project Manager. Responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) for project compliance with the Construction General Permit, adopted Order No. 2009-0009-DWQ. SWPPP development activities included site-specific risk assessments, preparation of permit registration documents, BMP selection and design. QSP services included pre-construction site visit, training of site personnel, routine monitoring, annual report preparation and NOT. Michael Baker is providing stormwater pollution prevention services (QSD and QSP) for the Shaver Dam Boat Barrier project. Services will include the preparation of an erosion and sediment control plan, and bi-weekly monitoring services, reporting, coordination, and project management.

Vermilion Valley Dam Spillway Rebar Repair Project, Lake Edison, California. *Southern California Edison Company.* Project Manager. Responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) for project compliance with the Construction General Permit, adopted Order No. 2009-0009-DWQ. SWPPP development activities included site-specific risk assessments, preparation of permit registration documents, BMP selection and design. QSP services included pre-construction site visit, training of site personnel, routine monitoring, annual report preparation and NOT. Michael Baker is providing stormwater construction support services for the Vermilion Valley Dam Spillway Rebar Repair project. The Vermilion Valley Dam forms Lake Edison and has a high-hazard potential. Michael Baker will prepare an erosion and sediment control plan, perform an initial site visit and training, and provide monitoring, reporting, coordination, and project management.

Water Quality Management Services On-Call, Riverside County, California. *Riverside County Transportation Department.* Project Manager. Responsible for performing and assigning technical reviews of Water Quality Management Plans and hydrology studies. Michael Baker is providing on-call engineering services for plan checks of water quality management plans for new developments and redevelopment projects. Plan-check services include plans for street improvements, striping, utility coordination, street lighting, grading, and other improvement plans per the Riverside County Department of Transportation's plan-check policies and guidelines.

SCOUR ANALYSIS

Steven Giffen, PE



Mr. Giffen's background includes specialized work in the fields of hydrology and hydraulics; he has specific experience applying the HEC-HMS and HEC-RAS computer models for hydrologic and hydraulic analysis. Recent project experience includes: floodplain analysis, regional watershed hydrology studies, sediment transport analysis, design of levee and retarding basins, cost/benefit analysis, storm drain design, coordination with public agencies, storm drain, and flood control master plans

Years with Michael Baker	Years experience	Availability for this project
35	44	35%

RELEVANT EXPERIENCE

Avenue 50 Bridge Over Coachella Valley Stormwater Channel, Coachella, California. *City of Coachella.* Senior Civil Engineer. Responsible for preparing channel and bridge hydraulics to determine scour characteristics to be used in bridge and abutment design. Michael Baker is assisting with preparation of California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documentation for construction of a new bridge for Avenue 50 over the Coachella Valley Stormwater Channel (CVSC). The existing crossing is a low-water crossing that is frequently flooded during storm events. The project is intended to create a new bridge to improve safety and travel within the project area. Key issues include channel hydraulics, biological resources, visual resources, and cultural resources due to the proximity of tribal lands to the project site.

Morongo Creek Flood Hazard Evaluation and Channel Design, Coachella Valley, California. *Coachella Valley Water District.* Senior Civil Engineer. Responsibilities included channel design and constructability assessment. Design included flow conveyance optimization, hydraulic optimization at existing and proposed bridge structures, and maintenance access. Michael Baker provided a planning-level study and final engineering design services for the Morongo Wash Channel Design Phase 1. New floodplain mapping along the Morongo Wash Watershed had been recently prepared by the Coachella Valley Water District (CVWD) as part of the North Cathedral City and Thousand Palms Stormwater Management Plan, which resulted in significant increases in the base flood elevations along the 1-10 corridor. For the project, Michael Baker provided hydraulic modeling, flood-protection alternatives, agency coordination, and channel design.

South Norco Channel Stage 2 Improvement Project, Norco, California. *Riverside County Flood Control Water Conservation.* Senior Civil Engineer. Responsibilities included design of an improved section of open channel and culvert crossings. Design included incorporation of existing lateral drainage facilities into the improvements. Michael Baker is providing design and engineering services to replace nearly 5,800 feet of mainline channel with a new channel sized to contain the 100-year storm event. For the project, Michael Baker is performing data collection, design survey, hydrology and hydraulics, development of the channel conceptual plan and final plans, specifications, and estimates (PS&E), environmental documentation, regulatory permitting, and FEMA floodplain mapping and processing.

Lowe Reserve Deep Canyon Flood Control Project, Rancho Mirage, California. *Lowe Reserve Corp.* Engineer. Responsible for final engineering design, including

Michael Baker INTERNATIONAL

Location
Santa Ana, CA

Education
- M.S., 1991, Civil Engineering, California State University at Long Beach
- B.S., 1983, Civil Engineering, University of California, Irvine
- B.S., 1983, Information and Computer Science, University of California, Irvine

Licenses/Certifications
- Professional Engineer - Civil, California, 1987, 42154
- Fish Passage and Stream Restoration Design Training, Washington, 2021, FPT20-16957

Current Commitments
- The Irvine Company, Orange Heights, City of Orange, 25%
- Brookfield Properties, Western ByPass, City of Temecula, 20%
- Caltrans, Rincon Fish Passage, Rincon Creek-City of Ventura, 20%

collecting SPF flows from an alluvial fan and conveying the flows through the residential development. The project is located on a large, active alluvial fan with a tributary drainage area of over 46 square miles. The site is subject to historic flooding which carries a significant amount of sediment and debris. Protection of the development from these flood hazards is addressed through a comprehensive flood control program which utilizes a combination of structural control measures and channelization to achieve long term stabilization for this portion of the alluvial fan.

Newport Coast Drive Extension (Phase I), Newport Beach, California. *Orange County.* Engineer. Mr. Giffen was responsible for drainage analysis and design for approximately three-quarters of a mile of regional arterial roadway that included local surface drainage and large regional flood control facilities. Michael Baker provided engineering services for improvements to a bypass arterial roadway in the San Joaquin Hills Transportation Corridor (SJHTC). Improvements included a box culvert crossing, channel improvements, grading, utility coordination, habitat mitigation plans, and resource agency permits. Extensive coordination with property owners and multiple agency approvals were unique elements of this project. A retaining wall adjacent to the SJHTC bridge abutment and tunnel extension and ramp modifications were also necessary. Phase II of the project included obtaining an encroachment permit from Caltrans District 12 and processing a fact sheet for the join at the SJHTC interchange. This one-mile arterial highway improvement was completed on a fast-track schedule.

Borrego Wash Channel Floodwall, Irvine, California. *Foothill Ranch Company.* Engineer. Responsible for preparation of floodwall construction plans. Michael Baker prepared construction plans for a 430-foot floodwall adjacent to a regional flood control channel. The floodwall was required to keep 100-year flows from overtopping the channel bank and inundating a proposed commercial development. The floodwall was constructed using vinyl sheet piling at a substantial cost savings to the developer.

Olivas Park Drive. *City of Ventura.* Senior Civil Engineer. Responsible for hydrology, channel hydraulics, and plan preparation. Michael Baker prepared a preliminary design report and final design plans, specifications, and estimates for the project to widen the existing Olivas Park Drive from two to four lanes between Golf Course Drive and Perkin Avenue and provide approximately 3,200 feet of new four-lane roadway from the existing Olivas Park Drive terminus at Perkin Avenue to the Auto Center Drive/Johnson Drive intersection. The roadway extension will include class II bicycle lanes, a new traffic signal, water quality treatment, on- and off-site drainage facilities, and new utilities, including domestic and reclaimed water, sewer, and irrigation lines.

Heritage Fields Drainage, Irvine, California. *FivePoint Communities (formerly Heritage Fields El Toro, LLC).* Senior Civil Engineer. Responsible for hydrology, channel hydraulics, and plan preparation. Michael Baker has completed multiple projects for Fivepoint Communities (formerly Heritage Fields) within their project site. The proposed development, which includes the The Great Park, lies within six regional watersheds (Marshburn, Bee Canyon, Agua Chinon, Borrego, Serrano, and Upper San Diego Creek). Other projects within this development areas include the Borrego Wash CLOMR/LOMR processing with FEMA and Agua Chinon Channel Improvements.

Lytle Creek Flood Control Channelization Program, San Bernardino, California. *Lytle Creek Land & Resources.* Engineer. Responsible for the preparation of hydrology and floodplain hydraulic analysis. Michael Baker provided hydraulic engineering evaluation for a channelization program for a proposed 3,600-acre planned community development. Michael Baker evaluated headcutting and regional and local flood protection measures for the project, specifically addressing the requirements of alluvial fan flooding hazards. Sediment transport analysis and alluvial fan hydraulics were incorporated into the evaluation. The recommended structural control measures included over two miles of levee, soil cement revetment, grade stabilization structures, and on-site detention facilities.

Martin Canyon Creek Streambank Stabilization Program, Dublin, California. *Warmington Group.* Engineer. Responsibilities included hydrology and hydraulics. Michael Baker provided engineering services to Warmington Homes for the preparation of a hydraulic analysis report and design drawings for the Martin Canyon Creek Streambank Stabilization Program. The report evaluated the erosion and sediment characteristics of the creek for design flood events and identified improvements necessary for the long-term stabilization of the creek channel. The proposed improvements are designed to preserve the valuable natural resource of the creek environment and protect adjacent residential development.

Jefferson Street Bridge Widening over La Quinta Evacuation Channel, La Quinta, California. *City of La Quinta.* Engineer. Responsibilities included hydrology and hydraulics. As part of the Jefferson Street Widening Project, Michael Baker prepared structural plans, specifications, and estimates for a six-span, 175-foot slab bridge. The project widened the bridge 36 feet on the left and 47 feet on the right to a total width of 131 feet. Structural design included seismic analysis of the combined structure for the maximum credible earthquake. Removal of the concrete slope lining around the existing pile shaft extensions and reconstruction of the lining with an expansion joint was necessary to prevent shear failure of the pile extensions.

ROADWAY LEAD

Frank Tran, PE



Mr. Tran is a registered civil engineer with more than two decades of experience (six years with RBF Consulting and nearly 15 years with the City of Newport Beach Public Works Department). He is committed to providing high-quality service to every project. Mr. Tran is a professional, capable, and motivated individual who consistently performs in challenging environments. He works with integrity and enthusiasm, and works well with others.

Years with Michael Baker	Years experience	Availability for this project
4	24	75%

RELEVANT EXPERIENCE

Santa Ana River Parkway Trails Extension, Orange County, California. *Orange County Public Works.* Senior Civil Engineer. Responsible for preparing preliminary and final engineering designs, plans, and cost estimates for the Santa Ana River Parkway Extension project. Michael Baker prepared final design plans, specifications, and estimate (PS&E) for the Santa Ana River Parkway Extension project, which will construct a 2.6-mile extension of bikeway, riding, and hiking trails systems from Gypsum Canyon Road to the Orange County Line, in coordination with OCPW, Orange County Parks, and the Army Corps of Engineers.

TranSystems Corporation IDIQ. *CALTRANS.* Senior Civil Engineer. Responsible for performing QA/QC for ADA curb ramp improvements designed by other engineers.

ACT Master Agreement related to Task Order 1 on Caltrans 12A1756. *CALTRANS.* Senior Civil Engineer. Responsible for performing QA/QC for ADA curb ramp improvements designed by other engineers.

Boeing HB Phase 2. *Sares-Regis Group.* Technical Manager. Responsible for preparing and reviewing final engineering designs, plans, and cost estimates for the off-site improvement plans for Hunting Gateway Industrial, LLC (Phase 2 - Delta Lane) project.

Olivas Park Drive. *City of Ventura.* Technical Manager. Responsible for reviewing final engineering designs, plans, and cost estimates for the Olivas Park Drive extension project. Michael Baker prepared a preliminary design report and final design plans, specifications, and estimates for the project to widen the existing Olivas Park Drive from two to four lanes between Golf Course Drive and Perkin Avenue and provide approximately 3,200 feet of new four-lane roadway from the existing Olivas Park Drive terminus at Perkin Avenue to the Auto Center Drive/Johnson Drive intersection. The roadway extension will include class II bicycle lanes, a new traffic signal, water quality treatment, on- and off-site drainage facilities, and new utilities, including domestic and reclaimed water, sewer, and irrigation lines.

Yorba Linda Bastanchury Rd Wide. *City of Yorba Linda.* Senior Civil Engineer. Responsible for preparing and reviewing final engineering designs, plans, and QA/QC.

Felipe Road/Oso Parkway Intersection Improvements PA/ED, Mission Viejo, California. *City of Mission Viejo.* Senior Civil Engineer. Responsible for preparing fee proposal for Felipe Road/Oso Parkway intersection improvements. Michael Baker developed concept plans and provided consulting services associated with Project Approval Environmental Documentation (PA/ED) for improvements to the intersection of Felipe Road and Oso Parkway. The proposed improvements include adding dual left turn lanes for both directions of Felipe Road as well as eastbound Oso Parkway and a designated right-turn lane for southbound Felipe Road. Michael Baker provided project management; reviewed existing records; developed a Record Constraints and Appraisal exhibit;

Michael Baker INTERNATIONAL

Location
Santa Ana, CA

Education
- A.S., 1994, General Education, Pasadena City College
- B.S.C.E., 1997, Civil Engineering, California State Polytechnic University, Pomona

Licenses/Certifications
- Professional Engineer - Civil, California, 2002, 62845

Current Commitments
- City of Long Beach, Studebaker Rd Street Improvements project in the City of Long Beach, 100% committed. 90% submittal in October 2022.

and prepared draft and final concept plans, including topographic and planimetric mapping, to address design, environmental, right-of-way, estimated cost issues. Additionally, In accordance with the California Environmental Quality Act (CEQA), Michael Baker prepared a Notice of Exemption (NOE), which included a description of the project, project location, and justification for use of a categorical exemption. Michael Baker processed the preliminary and draft concept plans with all affected agencies and prepared PowerPoint presentations at public meetings.

Cow Camp Road Extension, Rancho Mission Viejo, California. *Rancho Mission Viejo, LLC.* Senior Civil Engineer. Responsible for preparing and reviewing final engineering designs, plans, and cost estimates for Cow Camp Road Extension project. Michael Baker is providing design services for the nearly five-mile long Cow Camp Road Project. When complete, this project will have taken more than 10 years to design and cost more than $125 million to construct. The project serves as the backbone infrastructure for the Rancho Mission Viejo Development that will eventually include more than 14,000 homes and five million square feet of retail and commercial space. Included in this significant project are nearly five miles of arterial roadway, more than 10 intersecting local streets, bridges over Chiquita Canyon, Gobernadora Canyon, and San Juan Creek, and an interface with Caltrans at Ortega Highway that requires an Intersection Control Evaluation (ICE). The project includes significant water and sewer facilities, local and regional stormwater control, water quality systems and basins, and extensive coordination with several permitting agencies.

Cow Camp Road Ph 2C-2D. *Rancho Mission Viejo, LLC.* Senior Civil Engineer. Responsible for preparing and reviewing final engineering designs, plans, and cost estimates for Cow Camp Road Extension project.

Crown Valley Parkway Westbound Widening, Laguna Niguel, California. *City of Laguna Niguel.* Technical Manager. Responsible for performing QA/QC for street improvements plans for Crown Valley Parkway westbound widening project. Michael Baker will provide final engineering design services to widen the north side of Crown Valley Parkway between the Interstate 5 southbound exit ramp and the westerly limits of the Oso Creek Bridge, and to widen Forbes Road to provide additional turning movements through the intersection. This work requires coordination with several public agencies and private entities, including the Orange County Public Works (OCPW), California Department of Fish and Wildlife (CDFW), San Diego Gas and Electric (SDG&E), and the Laguna Niguel Apartments developer TPG (Laguna Niguel – Crown Valley) Acquisition, LLC (TPG).

CityLB-4th Street. *City of Long Beach.* Technical Manager. Responsible for preparing and reviewing final engineering designs, plans, and cost estimates for 4th Street improvements project.

San Antonio Drive Improvement Project, Long Beach, California. *City of Long Beach.* Senior Civil Engineer. Responsible for preparing and reviewing final engineering designs, plans, and cost estimates for San Antonio Drive Street improvements project. Michael Baker provided design and engineering services for the City of Long Beach to prepare plans, specifications, and estimates and provide bid and construction support services for improvements to San Antonio Drive between Long Beach Boulevard and Atlantic Avenue. Michael Baker performed reconstruction and resurfacing of the asphalt pavement to extend its useful life, provided incidental curb, gutter, driveway apron, and sidewalk improvements, constructed curb ramps and bus pads, and replaced pavement markings.

Interstate 405 High-Occupancy Vehicle/Express Lane Design-Build Improvement Project, Costa Mesa, California. *Caltrans - District 12.* Senior Civil Engineer. Responsible for reviewing the final design plans prior to construction for the design-build project on I-405 from S.R. 73 in Costa Mesa to Interstate 605 in Seal Beach. Michael Baker assisted the client by providing design quality verifications and design oversight services for PS&E packages submitted by the design builder of the Interstate 405 Improvement Project. Michael Baker reviewed the final design plans prior to construction for all seven design segments of this 13-mile design-build project on I-405 from S.R. 73 in Costa Mesa to Interstate 605 in Seal Beach. The project involved adding a mixed flow lane and an express lane in each direction and converting the existing high-occupancy vehicle lane to an express lane for this second largest project in California history. Michael Baker also reviewed and provided comments on design exception fact sheets.

TRAFFIC/LIGHTING/TRAFFIC CONTROL

Octavio Hernandez, PE



Octavio has over 17 years of technical experience in implementing transportation management plans for handling traffic during construction and developing safe work zones on the California state highway system. This has included preparation of complex maintenance of traffic control plans (MOT), development of TMP reports, design plans for temporary communication systems to maintain continuous contact with the Caltrans Transportation Management Center, as well as temporary lighting and temporary traffic signals and ramp metering to maintain functionality throughout construction. He has a thorough knowledge of the California MUTCD and Caltrans standards.

Years with Michael Baker	Years experience	Availability for this project
7	18	65%

RELEVANT EXPERIENCE

I-10 Corridor Express Lanes Project, Los Angeles and San Bernardino Counties, California. *SANBAG (San Bernardino Associated Government).* Traffic Task Manager/Engineer. Overall traffic design manager. Octavio was responsible for leading the design of electrical, ITS, tolling and MOT through final design. He provided signing, work zone safety and work zone traffic control design for a highly complex MOT consisting of various traffic crossovers, splits and 55-hour lane closures. Octavio's comprehensive knowledge of operations and engineering requirements for tolling infrastructure needs assisted him with minimizingconflicts in construction related to tolling technology, testing, and commissioning. He understands how to develop effective MOT plans that maximizes phasing efficiency. Michael Baker provided design and engineering services as the lead designer on the Interstate 10 Corridor Express Lanes project. This design-build project aimed to reduce traffic congestion, increase throughput, and enhance regional mobility. It involved the design and construction of two express lanes in each direction of I-10 from the Los Angeles/San Bernardino County line to the I-10/I-15 interchange. It also included the reconstruction or modification of existing ramps at 10 interchanges and 20 bridge structures.

SR-91 Corridor Improvement Project Design Build, Corona, CA. *RTCT.* Project Design Engineer. Octavio served as key staff member on SR-91 CIP where he led the entire ITS and lighting design. He also played a key role in developing the design for Caltrans and RCTC's communication network throughout the entire project corridor. His expertise in construction staging and traffic handling was also integral to work on the SR-91 CIP, where he worked closely with Caltrans and the City of Corona to support the development of the stage construction and traffic handling for local road design and coordinated the local road MOT with the freeway MOT. Additionally, Octavio coordinated all temporary lighting design with the MOT design team throughout all phases of construction, including coordination with the Southern California Edison (SCE) for temporary service points due to construction conflicts in both state highway and local streets. The project extended the 91 Express Lanes from the Riverside County/Orange County Line to I-15, providing the first tolled expresslanes in Riverside County. This design-build project also added general purpose lanes, auxiliary lanes, and an Express Lane Connector between eastbound 91 and southbound I-15 and between northbound I-15 and westbound 91. Improvements also were made to interchanges, ramps, and local streets.

Michael Baker INTERNATIONAL

Location
Ontario, CA

Education
B.S., 2004, Civil Engineering, California State University at Long Beach

Licenses/Certifications
Professional Engineer - Civil, California, 2011, C78085

Professional Engineer - Civil, Washington, 2020, 20108872

Professional Engineer - Civil, Arizona, 2021, 74819

Current Commitments

- San Bernardino County Transportation Authority, I-10 Express Lanes Design Build (Contract 1), Ontario, CA, 20%
- San Bernardino County Transportation Authority, I-15 Express Lanes PS&E, Ontario/ Rancho Cucamonga, CA, 30%
- Caltrans District 8, I-10/Monroe Ave Interchange PS&E, Indio, CA: 10%
- Misc. Projects and Administration: 10%

I-405, Renton to Bellevue Widening and Express Toll Lanes Design Build Project. *Renton, WA WSDOT.* MOT Discipline Lead. Octavio was responsible for the team developing the MOT plans, Transportation Management Plan, scheduling, and coordination with all other disciplines. Michael Baker is providing design support for a design-build project to widen I-405 from Renton, Washington to Bellevue, Washington in order to provide congestion pricing toll lanes. The project includes nearly 12 miles of pavement reconstruction/widening, 30 bridges, interchange reconfigurations, and 130 retaining walls. Limitations on lane closures on this roadway carrying more than 200,000 vehicles per day result in complex MOT phasing. Michael Baker's services include project management, roadway design, structure design, drainage, and MOT.

I-15 Corridor Freight and Express Lanes PS&E Project, San Bernardino and Riverside Counties, California. *SANBAG (San Bernardino Associated Government).* Traffic Task Manager/Engineer. Overall traffic design manager. Michael Baker is currently serving as lead designer on the Interstate 15 Corridor Express Lanes design-bid-build project to reduce traffic congestion, increase throughput and enhance regional mobility. As lead designer, Michael Baker is responsible for managing the overall design process, which includes ensuring that the design meets the schedule and established design criteria, as well as interfacing with the major project stakeholders, California Department of Transportation (Caltrans), Riverside County Transportation Commission (RCTC), and various rail authorities to integrate design and construction.

James Donlon Boulevard Extension, Pittsburg, California. *City of Pittsburg.* Traffic Task Manager/Engineer. Overall traffic design manager. Michael Baker completed a Project Study Report, Advance Planning Studies, and an Environmental Impact Report in 2012. Michael Baker is currently preparing plans, specifications, and estimates for roadway, structures, creek hydraulics and drainage design for the proposed James Donlon Boulevard Extension project. The project consists of constructing an approximately 1.7-mile long section of new roadway from Kirker Pass Road to the western property line of the planned Sky Ranch residential development, consisting of a two-lane rural arterial roadway in the undeveloped hills south of the city. The project also includes upgrading the adjoining Kirker Pass Road to a four-lane divided highway to urban standards.

S.R 241 / S.R 91 Express Lanes Connector Project Study Report and Environmental Document. *Orange County, California.* Traffic Task Manager/Engineer. Responsible for traffic engineering support. Heavily involved in the design of the overhead sign and pavement delineation concepts for the entire project. The Transportation Corridor Agencies (TCA) proposes to construct a new median to median direct connector ramp from S.R. 241 to S.R. 91 in the City of Anaheim. The proposed connector ramp would provide additional access to S.R. 91 east of S.R. 241. The proposed median to median connector ramp that will connect S.R. 241 and the S.R. 91 Express Lanes, which are tolled facilities, is also proposed to be a tolled facility.

Terra Lago Four Seasons Project. *Indio, California.* Traffic Task Manager/Engineer. Responsibilities included the management of the traffic team for the design of a set of stage construction and traffic handing plans along Avenue 44 in the City of Indio. Michael Baker provided and is currently preparing mapping services for the Terra Lago Four Seasons project consisting of an ultimate build-out of 827 residential, single-family lots. Terra Lago is being built over several phases with the first phases including seven separate final maps that were prepared and recorded within the City of Indio. Michael Baker was responsible for attending project meetings and preparing final tract maps, ALTA surveys, and various plats and legal descriptions to assist the developer with the Bureau of Real Estate (BRE) and Department of Real Estate (DRE). Several additional mapping items were necessary for the delivery of various construction documents, including temporary construction easements and exhibits regarding encroachment permits through the Coachella Valley Water District, Valley Sanitary District, and the Bureau of Reclamation.

RIGHT OF WAY / SURVEY / MAPPING

Loran Chick, PLS, PSM



Mr. Chick is experienced in field surveying and office mapping. As survey manager, he is responsible for survey support, calculations, coordination and supervision of all field and office operations. With a broad knowledge of title research, map preparation including right-of-way documents and legal descriptions. His experience includes boundary, topographic, control, monitoring, 3D modeling, construction and photogrammetric surveys. Mr. Chick is experienced in using various types of surveying equipment which includes GPS, robotic total stations, CAD programs, computers and data collection surveying software on various platforms.

Years with Michael Baker	Years experience	Availability for this project
3	31	70%

RELEVANT EXPERIENCE

Highway 67. *Poplar Bluff, Missouri.* Registered Liaison Highway Surveyor. Responsible for field surveys and right-of-way boundary surveys for design and construction of 10 miles of four lane highway. The compilation and research of the record documents affecting the parcels and also prepared the legal descriptions and exhibits associated with the right-of-way acquisitions and temporary construction easements.

Highway HH. *Lake Ozark, Missouri.* Project Surveyor. Responsible for the field survey and re-establishment of highway right-of-way for construction of improvements including curb and gutter, drainage structures and road widening.

Highway 50. *Jefferson City, Missouri.* Project Surveyor. Responsible for field surveys and right-of-way boundary surveys for design and construction of 10 miles of four lane highway West of Jefferson City. The compilation and research of the record documents affecting the parcels and also prepared the legal descriptions and exhibits associated with the right-of-way acquisitions and temporary construction easements.

Highway 94. *Jefferson City, Missouri.* Project Surveyor. Responsible for field surveys and mapping of Archeological surveys of an Indian settlement along the Missouri River bottoms next to the expanding road corridor. This work was in conjunction with Archeologists and mapping artifacts as they were found in the field.

Highway 50 and 65 Intersection. *Sedalia, Missouri.* Project Surveyor. Responsible for field surveys and right-of-way boundary surveys for the design and construction of the intersection. The project added turning lanes and widened the roadway for a quarter mile in all directions including adding curb and gutter and drainage improvements.

Photogrammetry Projects. *Iowa Department of Transportation.* Photogrammetry Project Manager. Responsible for Project Management of the photogrammetric flights and coordination with the Iowa DOT Surveyors to provide the imagery for mapping each project area. From 2015 to 2018, each year there was an average of 75 project areas to be captured for control and mapping varying from 1 mile to 50 miles in length.

Missouri Baptist University. *Creve Coeur, Missouri.* Photogrammetry Project Manager. Responsible for the Project Management of the flight, survey control, mapping and file delivery for the 80 acre site to add roadways, parking lots and

Michael Baker INTERNATIONAL

Location
Palm Desert, CA

Education
Certificate, 2015, Project Management, Saint Louis University

B.S., 1988, Business Management, Northwest Missouri State University

Licenses/Certifications
Professional Land Surveyor, Missouri, 2001, 2001001907

Professional Surveyor and Mapper, Florida, 2017, FL LS7148

Current Commitments

- Coachella Valley Water District, CVWD NPW Pipeline Package &2 | 5%
- City of Palm Desert, Cook Street Monument Rehab | 5%
- College of the Desert, Indio Child Development center, Indio, CA | 10%
- ANSER Advisory, CV Link, Palm Springs, Cathedral City, Palm Desert, La Quinta, Indio, and Coachella, CA | 10%

buildings for future use.

Missouri Department of Transportation Project Sites. *St Louis County, Missouri.* Photogrammetry Project Manager. Responsible for the Project Management of the flights (Orthos and LiDAR), survey control, mapping and file delivery for 7 project areas of 8 to 12 miles in length. The project improvements included widening road lanes, turning lanes, drainage structures and some curb and gutter at some intersections.

Newton County Mitigation Sites. *Newton County, Missouri.* Photogrammetry Project Manager. Responsible for Project Management of the flights (Orthos and LiDAR), survey control, mapping and file delivery for 30 project areas ranging in size from 10 acres to 500 acres.

Metropolitan St Louis Sewer District Impervious Mapping. *St Louis County, Missouri.* Photogrammetry Project Manager. Responsible for the Project Management for the coordination of the flight, survey control, aerotriangulation, mapping and file delivery for 526 square miles within the MSD project area. The Impervious Mapping project is to map the houses, buildings, roads, parking lots and any feature that would change the rate of water absorption for rain runoff that could cause flooding.

Corps of Engineers Mississippi Levee Project. *St Joseph, Louisiana.* Photogrammetry Project Manager. Responsible for the Project Management for the coordination of the flights (Orthos and LiDAR), survey control, aerotriangulation, mapping and file delivery for 20 miles of levee improvements along the Mississippi River.

RIGHT OF WAY / SURVEY / MAPPING

Steven Chi, PLS



Mr. Chi has surveying experience including office management and field crew coordination. He is responsible for construction staking of highways and major land development projects, aerial and conventional topographic mapping, surface modeling, earth volume analysis, and field-to-finish data collection. He has worked in numerous disciplines of land surveying, including boundary, airport runway staking, tunnel alignment, profile staking and verification, static and mobile LiDAR applications, control networks, settlement and deformation, cadastral mapping, and geophysical surveys. Mr. Chi has managed projects within both the public and private sectors and brings together the most relevant surveying technologies and personnel to complete each project on time and within budget.

Years with Michael Baker	Years experience	Availability for this project
3	35	25%

RELEVANT EXPERIENCE

Coachella Valley Link Construction Surveying, Coachella Valley, California. *Anser Advisory, LLC.* Surveyor. Responsible for all construction phase of the project. Review PG Plans and CAD files for trail alignments and aerial topography maps. Calculation of pedestrian path alignments, RG slopes, bridge piers, abutments and bridge deck, vistor center for construction staking. Managed CAD files, revised plan sets, RFIs and construction documents. Processed CSP (Conc Slope Protection) topo/as-built and calculated clearance to designed pathway. Michael Baker is providing construction surveying services for the Coachella Valley Link (CV Link), a 40-mile, valley-wide pathway accessible to bicyclists, pedestrians, and low-speed electric vehicles. Michael Baker's services include project control points, clearing limits, rough grade, slope stakes, back-cut stakes, backfill stakes, bridge layout stakes, curb and gutter stakes, monument perpetuation, filing of appropriate records per Section 8771 B&P, as well as office calculations and management. All work will comply with Caltrans Survey Manual Chapter 12.

Colgreen Site Addition. *Imperial Irrigation District.* Surveyor. Processed topo data and prepared topographical survey. Analyzed found monuments, calculations and prepared boundary for record of survey map.

CVWD Irr Lat 123.45-1.3-2.8. *Coachella Valley Water District.* Surveyor. Responsible for preparing right-of-way maps for sanitary sewer lateral replacement. Drafted recorded maps, analyzed and calculated boundary information.

CVWD TO 8 Irr Lat 102.3 Rplc. *Coachella Valley Water District.* Surveyor. Responsible for preparing right-of-way maps for sanitary sewer lateral replacement. Drafted recorded maps, analyzed and calculated boundary information.

FY 2020-2021 Non-Potable Water Pipeline Design Project. *Coachella Valley Water District.* Surveyor. Responsible for preparing C/L monument search maps for field crews. Drafted recorded maps, analyzed found monument data, prepared right-of-way maps and parcel maps for NPW pipeline design.

HDWD Package D Surveying. *Hi-Desert Water District.* Surveyor. Responsibilities include compiled sewer manhole data and alignments, detailed plans for design manhole data, calculated invert elevations and CAD drafted pipe alignments and locations.

R_HDWD PKG C12-26-17.Hi-Desert Water District. *Surveyor.* Responsible for preparing record drawings for sanitary sewer manholes as-built surveys. As-built information SSMH rim and invert elevations, flow directions, locations and deviations. Prepared right-of-way maps with record map and final monumentation data for the 29 Palms area, four sections in T1N, R6E and two secions in T1S, R6E.

Salton Sea Species Conservation Habitat Project, Riverside County, California. *State of California.* Surveyor. Responsible for calculations of RG

Michael Baker INTERNATIONAL

Location
Palm Desert, CA

Licenses/ Certifications
Professional Land Surveyor, California, 2010, 8860

Current Commitments

- Coachella Valley Water District, CVWD NPW Pipeline Package &2 | 50%
- Ciity of Indian Wells, Warner Trail Street IMprovement | 25%

Slope and alignments for 26-miles of perimeter berms, interceptor ditches and causeway. Managed project information, revisions, CAD files and plan sets. Michael Baker is providing construction surveying services, including automated machine grading (AMG) control, slope staking, stakes contour grading, finish grade stakes, interim and final grade certifications, and as-built mapping for this 4,100-acre wetlands design-build project on the Salton Sea's playa near the mouth of the highly polluted New River. This project will build ponds and wetlands along the small delta to provide wildlife habitat and suppress dust.

Southern California Edison Survey Services, California. *Southern California Edison Company.* GIT Analyst. Prepared legal description and drafted easement plat. Michael Baker is providing task-order engineering services for Southern California Edison. As the only approved UAS provider for its survey group, Michael Baker performs land surveying, photogrammetry, and LiDAR, including ground control and aerial targets, aerial planning and flight, mobile and terrestrial scanning, and acquisition, processing, and mapping services. It also provides underground research, mapping, potholing services, base maps, encroachment surveys, parcel maps, construction staking, underground research.

Southern California Edison Survey Map and Aerial Project, Lee Vining, California. *Southern California Edison Company.* Surveyor. Prepared topographical map. Michael Baker provided engineering services for boundary, aerial, and ground topographic surveys depicting Southern California Edison facilities in relation to public and private property in the foothills north of Lee Vining.

Sundance PA14 Basin. *Pardee Homes.* GIT Analyst. Prepared topographical map.

The Thermal Club Project, Thermal, California. *Thermal Operating Company, LLC.* Surveyor. Prepared topographic survey. Michael Baker is currently providing construction surveying services for The Thermal Club, a premier private motorsports facility. In addition to 4.5 miles of members-only racetrack, the Club facilities will include over 200 Founders Lots, a Clubhouse and Village unrivaled in the motorsports world, and will rank among the best of private clubs of any type. The project encompasses 530 acres in Riverside County.

Aliso Canyon, Rancho Santa Fe, California. *San Diego County.* Surveyor. Responsible for preparing legal description and drafting waterline easement plat.

ALTIS Individual Lot Analysis. *Pardee Homes.* Surveyor. Prepared centerline monument tie sheets.

Betty Ford Center Expansion. *Hazelden Betty Ford Foundation.* Surveyor. Prepared topographical map.

Borrego Medical. *Tower Energy.* Surveyor. Prepared topographical map.

PA 31 Surveying. *Pardee Homes.* Surveyor. Responsible for preparing final monumentation tie sheets and submittal package.

PA 33 Surveying. *Pardee Homes.* Surveyor. Prepared centerline ties.

EXHIBIT 10-01

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Coachella Valley Association of Governments 2. Contract DBE Goal: 14%
3. Project Description: Flood and Blowsand Road Improvement
4. Project Location: Coachella Valley, CA
5. Consultant's Name: Michael Baker International, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Cogstone Resource Management, Inc. Cultural Resource Assessment	CUCP #49374	Molly Valasik; 1518 W. Taft Avenue ; Orange, CA 92865; 714-974-8300	0.50
Monument ROW Right-of-Way	CUCP# 46456	Amber Costello; 200 Spectrum Center, Suite 300, Irvine, CA 9261; 562.260.0507	13.50
Earth Mechanics, Inc. Geotech	CUCP #6956	Alahesh Thurairajah, PE, GE; 17800 Newhope St, Ste B; Fountain Valley, CA 92708;	6.50

Local Agency to Complete this Section

17. Local Agency Contract Number: _____
18. Federal-Aid Project Number: _____
Consultant's Ranking after Evaluation: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

21. Local Agency Representative's Signature _____ 22. Date _____
23. Local Agency Representative's Name _____ 24. Phone _____
25. Local Agency Representative's Title _____

11. TOTAL CLAIMED DBE PARTICIPATION 20.50 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature _____ 13. Date 08/16/2022
14. Preparer's Name Christopher Alberts 15. Phone _____
16. Preparer's Title Vice President

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☒ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☒ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☒ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

No Lobbying Activities to Report

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Christopher Alberts, PLS

Title: Vice President

Telephone No.: 760-341-6110 Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

NOT APPLICABLE
FOR EARTH MECHANICS, INC.

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☒ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

☒ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

☒ a. initial
☐ b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☒ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐a. retainer
☐b. one-time fee
☐c. commission
☐d. contingent fee
☐e. deferred
☐f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: ☐ **Yes** ☒ **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Alahesh Thurairajah, PE, GE

Title: Principal

Telephone No.: 714-751-3826 _ Date: 8/4/2022 _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

☐ a. initial
☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐a. retainer
☐b. one-time fee
☐c. commission
☐d. contingent fee
☐e. deferred
☐f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: ☐ **Yes** ☐ **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Molly Valasik

Print Name: Molly Valasik

Title: CEO/CFO

Telephone No.: 714-974-8300 Date: 08/04/2022

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

Not Applicable

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Amber Costello

Title: President

Telephone No.: 562.260.0507 Date: 8/2/2022

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

☐ a. initial
☐ b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency: CVAG

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐a. retainer
☐b. one-time fee
☐c. commission
☐d. contingent fee
☐e. deferred
☐f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: ☐ **Yes** ☐ **No**

No Lobbying Activities to Report

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Andrew D. Runk
Print Name: Andrew D. Runk

Title: Regional Bridge Consultant _____

Telephone No.: 303-241-8154 Date: Aug. 15, 2022

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

DIR REGISTRATION CERTIFICATION

Skip to Main Content Back To Query Form (licenseForm.htm)

Search Returned 1 Records

Wed Feb 23 19:02:08 PST 2022

Query Criteria

Certification Types: DBE
Firm ID: 6956

Firm ID	6956
DBA Name	EARTH MECHANICS, INC.
Firm Name	EARTH MECHANICS, INC.
Address Line1	17800 NEWHOPE STREET, SUITE B
Address Line2	
City	FOUNTAIN VALLEY
State	CA
Zip Code1	92708
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	d.casad@earthmech.com
Contact Name	HUBERT LAW
Area Code	714
Phone Number	751-3826
Extension	
Alt Area Code	
Alt Phone Number	
Extension	
Fax Area Code	714
Fax Phone Number	751-3928
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 3 32; 33; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS	541330; 541380; 541620;
ACDBE NAICS	
Work Codes	C8707 FEASIBILITY STUDIES; C8715 CONSULTANT, ENGINEERING; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; I8730 RESEARCH & TESTING SERVICES; I8734 LABORATORY TESTING AND ANALYSIS;
Licenses	EC Civil Engineer; EGT Geotechnical Engineer;
Trucks	
Gender	M
Ethnicity	ASIAN SUBCONTINENT
Firm Type	DBE



State of California
Department of Industrial Relations

Back to DIR>> (https://www.dir.ca.gov/)

Contractor Information

Legal Entity Name EARTH MECHANICS, INC.
Corporation
Active
1000018020
07/01/20
06/30/23
17800 NEWHOPE STREET, SUITE B FOUNTAIN VALLEY 92708 CA United States of America
17800 NEWHOPE STREET, SUITE B FOUNTAIN VALLEY 92708 CA United States of America
d.casad@earthmech.com
License Number (s)
Other:GE 2090
Other:PE 39389

Legal Entity Information

Corporation Entity Number:	1000018020
Federal Employment Identification Number:	330342617
President Name:	KANDIAH ARULMOLI
Vice President Name:	HUBERT LAW
Treasurer Name:	HUBERT LAW
Secretary Name:	KANDIAH ARULMOLI
CEO Name:	

Agency for Service:

Agent of Service Name:	LINO CHEANG
Agent of Service Mailing Address:	17800 NEWHOPE STREET, SUITE B FOUNTAIN VALLEY 92708 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

	PEO Name	PEO Phone	PEO Email
PEO Information			

Insured by Carrier

Policy Holder Name:	EARTH MECHANICS, INC.
Insurance Carrier:	NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
Policy Number:	6021235261
Inception date:	09/01/16
Expiration Date:	09/01/20

About DIR
Who we are (https://www.dir.ca.gov/aboutdir.html)
DIR Divisions, Boards & Commissions (https://www.dir.ca.gov/divisions_and_programs.html)
Contact DIR (https://www.dir.ca.gov/Contactus.html)

Work with Us
Jobs at DIR (https://www.dir.ca.gov/dirjobs/dirjobs.htm)
Licensing, registrations, certifications & permits (https://www.dir.ca.gov/permits-licenses-certifications.html)
Required Notifications (https://www.dir.ca.gov/dosh/Required-Notifications.html)
Public Records Requests (https://www.dir.ca.gov/pra_request.html)

Learn More
Acceso al idioma (http://www.dir.ca.gov//Bilingual-Services-Act/default.html)
Frequently Asked Questions (https://www.dir.ca.gov/faqslist.html)
Site Map (https://www.dir.ca.gov/sitemap/sitemap.html)



Desiree Martinez
Cogstone Resource Management, Inc. DBA Cogstone
1518 W Taft Avenue
Orange, CA 92865 [map]

February 14, 2022
File #:49374

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Ms. Martinez :

We are pleased to advise you that after careful review of your application and supporting documentation, the **California Department of Transportation (Caltrans)** has determined that your firm meets eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulations 49 CFR Part 26. This certification is also recognized by all USDOT agencies of California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form the Application Package:
CA WCC C8835: ARCHEOLOGY
CA WCC C8860: PALEONTOLOGY
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES
NAICS 712120: HISTORICAL SITES

Your DBE certification applies only for the above code(s). You may review your firm's information in the California Unified Certification Program's (CUCP) DBE database which can be accessed at the CUCP website at https://californiaucp.dbesystem.com/. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit an Annual Update Declaration form, along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the Annual Update Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on California Department of Transportation (Caltrans) contracting opportunities, please visit our website Office of Civil Rights at https://dot.ca.gov/programs/procurement-and-contracts/contract-with-caltrans.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

Curtis Williams

Metro
Los Angeles County
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952
213.922.2000 Tel
metro.net

UNIFIED CERTIFICATION

CALIFORNIA UNIFIED CERTIFICATION PROGRAM

March 11, 2019

CUCP# 46456
Metro File #8144

Ms. Amber Costello
Monument ROW

Subject: Disadvantaged Business Enterprise Certification

Dear Ms. Amber Costello:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 531390: OTHER ACTIVITIES RELATED TO REAL ESTATE
NAICS 541618: OTHER MANAGEMENT CONSULTING SERVICES

Your DBE certification applies only for the above code(s). You may review your firms information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Principal Certification Officer
Diversity & Economic Opportunity Department

IRAN CONTRACTING ACT CERTIFICATION

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

IRAN CONTRACTING ACT CERTIFICATION

ADM-0078 (REV 06/2022)

ATTACHMENT _____
Contract Number _____

Iran Contracting Act Certification

Instructions: Complete, as applicable, and submit with proposal.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of one million dollars ($1,000,000) or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iran Contracting Act, 2010, can be found at: Department of General Services, Procurement Division, Iran Contracting Act List (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note, California law establishes penalties for providing false certifications, including civil penalties equal to the greater of two hundred fifty thousand dollars ($250,000) or twice the amount of the contract for which the false certification was made; contract termination; and three (3) year ineligibility to bid on contracts (Public Contract Code Section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor for 45 days or more if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Print Vendor Name Financial Institution	Federal ID Number (or N/A)
Michael Baker International, Inc.	25-1228638

By (Authorized Signature)

Printed Name and Title of Person Signing
Christopher Alberts, Office Executive

Date Executed	Executed in the County and State of
August 16, 2022	Riverside County, California

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran on a case-by-case basis to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Print Vendor Name Financial Institution	Federal ID Number (or N/A)

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

35

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

IRAN CONTRACTING ACT CERTIFICATION

ADM-0078 (REV 06/2022)

ATTACHMENT _____
Contract Number _____

Iran Contracting Act Certification

Instructions: Complete, as applicable, and submit with proposal.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of one million dollars ($1,000,000) or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iran Contracting Act, 2010, can be found at: Department of General Services, Procurement Division, Iran Contracting Act List (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note, California law establishes penalties for providing false certifications, including civil penalties equal to the greater of two hundred fifty thousand dollars ($250,000) or twice the amount of the contract for which the false certification was made; contract termination; and three (3) year ineligibility to bid on contracts (Public Contract Code Section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor for 45 days or more if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Print Vendor Name Financial Institution	Federal ID Number (or N/A)
Cogstone Resource Management, Inc. (Cogstone)	33-0963691

By (Authorized Signature)

Molly Valasik

Printed Name and Title of Person Signing

Molly Valasik, CEO/CFO

Date Executed	Executed in the County and State of
August 4, 2022	Orange, CA

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran on a case-by-case basis to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Print Vendor Name Financial Institution	Federal ID Number (or N/A)

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

IRAN CONTRACTING ACT CERTIFICATION

ADM-0078 (REV 06/2022)

ATTACHMENT _____
Contract Number _____

Iran Contracting Act Certification

Instructions: Complete, as applicable, and submit with proposal.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of one million dollars ($1,000,000) or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iran Contracting Act, 2010, can be found at: Department of General Services, Procurement Division, Iran Contracting Act List (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note, California law establishes penalties for providing false certifications, including civil penalties equal to the greater of two hundred fifty thousand dollars ($250,000) or twice the amount of the contract for which the false certification was made; contract termination; and three (3) year ineligibility to bid on contracts (Public Contract Code Section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor for 45 days or more if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Print Vendor Name Financial Institution	Federal ID Number (or N/A)
Monument ROW	83-1525252

By (Authorized Signature)

Printed Name and Title of Person Signing
Amber Costello, President

Date Executed	Executed in the County and State of
8/2/2022	Orange County, CA

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran on a case-by-case basis to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Print Vendor Name Financial Institution	Federal ID Number (or N/A)

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 15-H
DBE INFORMATION - GOOD FAITH EFFORTS

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 08/16/2022 PE/CE

Federal-aid Project No(s). _____ Bid Opening Date 08/16/2022 CON

The CVAG established a Disadvantaged Business Enterprise (DBE) goal of 1,400. for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
The Daily Reporter	07/19/2022

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Cogstone	08/03/2022	
Earth Mechanics, Inc.	08/03/2022	
Hernandez Environmental	08/03/2022	
Monument ROW	08/03/2022	

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Cultural	Yes			0.50%
Geotechnical	No			6.50%
Environmental	Yes			13.50%
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

No response to ads. No rejections.

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

e-mailed RFP and phone conversations with each DBE to ensure complete understanding of roles.

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

While Michael Baker will achieve the 14% DBE goal for this project, we offer these supporting documents to demonstrate our good faith efforts.



CELEBRATING OVER 30 YEARS AS A SMALL FAMILY BUSINESS

C&S Publishing was founded in 1989 and is a family-owned and operated small business, DBE, SWBE and SMBE.

Proof of Publication Packet

THE DAILY REPORTER

Connecting contractors to construction bidding leads

8258 Scarlet Oak cir, Citrus Heights CA 95610

candspublishing@gmail.com / 916.729.5432

GOOD FAITH EFFORT AFFIRMATIVE ACTION OUTREACH SERVICE INCLUDES:

- Web posting
- Daily/Weekly Pubishing in TDR
- TDR Plus Posting
- Emailing to our DBE/DVBE list
- Social Media Outreach
- Signed proof of publication for each newspaper
- Free logo placements
- All included in one price

IN OUR PACKETS

A Proof of Publication Statement(s) one for each newspaper in which your ad ran. You will find a copy of your ad along with our wet signature documenting the dates and publications in which your ad ran. These Proofs of Publication Statements are provided for you to use with your bid package to document your compliance with federal and state outreach requirements.

THE DAILY REPORTER

Thank you, for your business!

WWW.THEDAILYREPORTER.NET

C&S Publishing
8258 Scarlet Oak Cir
Citrus Heights, CA 95610
(916) 729-5432
candspublishing@gmail.com

Invoice 3224

C&S Publishing
Bringing your publications to life!
www.CandSpub.com 916.729.5432

BILL TO
Sherrie Gundlach
Michael Baker International
3536 Concours Street, Suite 100
Ontario, CA 91764

DATE	PLEASE PAY	DUE DATE
07/25/2022	**$170.00**	08/24/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/19/2022	**Good faith effort affirmative action advertisement** RFP for Professional Engineering Services for the Western Coachella Valley Flood	1	170.00	170.00

The Daily Reporter newspaper
Sub bid Advertisement
Ad published July 19, 2022, through July 27, 2022
And

The GSPS News
Sub bid Advertisement
Ad published July 19, 2022, through July 27, 2022

TOTAL DUE $170.00

THANK YOU.

DBE, SWBE and SMBE.

THE DAILY REPORTER

The Daily Reporter

Founded in 1994, The Daily Reporter is a recognized minority-focused (MBE/WBE/SBE/DBE/DVBE) newspaper
On-line at **www.TheDailyReporter.net**
Publisher: C&S Publishing

PROOF OF PUBLICATION STATEMENT
for
The Daily Reporter Electronic Newspaper

The Daily Reporter newspaper is certified as both a Trade newspaper and also as a Focus paper. It is published in three editions, a Northern (California) State edition, a Southern (California) edition and a Statewide (California) Water edition. Advertisements are published continually in all three editions and/or a selection of the three newspapers from the date approved until the bid date.

Ads are also published online at **www.TheDailyReporter.net**. Ads are also sent out via Twitter, Facebook and Instagram. Ads are emailed directly to approximately 3,000 DBE/DVBE/SBE/MBE/WBE/OBE firms - list updated and expanded in May, 2022.

The following pages will include but not limited to all efforts made by C&S Publishing via *The Daily Reporter.*

C&S Publishing was founded in 1989 and is a family-owned and operated small business, DBE, SWBE and SMBE.

CERTIFICATION

I am over the age of eighteen, a citizen of the United States, and a resident of Sacramento County. I am not a party to or otherwise interested in the attached matter. I am the principal clerk of the publisher, C&S Publishing, who produces *The Daily Reporter Electronic Newspaper.* The *The Daily Reporter Electronic Newspaper* is published in the County of Sacramento. The notice, a printed copy of which is attached as Exhibit A, was set in type not smaller than nonpareil and was preceded by words describing the general character and terms of the notice printed in a black face type not smaller than nonpareil.

Exhibit A was published in the *The Daily Reporter* online at www.thedailyreporter.net

from 07-19-2022 to 07-27-2022

Exhibit A was published in the *The Daily Reporter (Northern edition) Electronic Newspaper* from

07-21-2022

Exhibit A was published in the *The Daily Reporter (Water State Wide edition) Electronic Newspaper* from

07-22-2022

I declare under penalty of perjury that the forgoing is true and correct and that the attached advertisement, Exhibit A, was affixed to this Proof of Publication by my own hand.

Executed on 07-25, 20 22 at Sacramento, California

Catherine Berlin

Catherine Berlin
Owner, The Daily Reporter

RANGER PIPELINES INC.

Utility & General Engineering Contractors
License Number 417995

REQUEST FOR QUOTES FROM CERTIFIED San Francisco Small & Micro-LBEs and SFPUC-LBEs SUBCONTRACTORS AND SUPPLIERS FOR:

CHANNEL FORCE MAIN INTERTIE
Contract No. WW-723
OWNER: San Francisco Public Utilities Commission
Engineer's Estimate: $16,000,000
BID OPENING: 08/11/2022 @ 2PM

Subtrades include but are not limited to: Asphalt Paving, Concrete Flatwork, Concrete Base, Curb Ramps, Waterproofing, Electrical, Instrumentation & Controls, Geotechnical Instrumentation & Monitoring, Pipeline Welding, Special Inspections, Micropiles, Rebar, Fabricated Metals

Ranger Pipelines Inc. will supply information regarding plans and specifications, bonds, lines of credit, and/or insurance requirements upon request. To request these materials, email **qbd@sfwater.org** with this Contract No. WW-723, the firm name, full address, email address, phone number, copy of contractor's license or business card, and a copy of a government issued identification. Visit **https://webapps.sfpuc.org/bids/ for updates**.

RANGER PIPELINES INCORPORATED

P.O. BOX 24109, SAN FRANCISCO, CA 94124
CONTACT: GRACE PRENDIVILLE
goodfaith@rangerpipelines.com
PHONE: (415) 822-3700 FAX: (415) 822-3703
AN EQUAL OPPORTUNITY EMPLOYER

Michael Baker

INTERNATIONAL

REQUEST FOR QUOTES FROM CERTIFIED DBE SUBCONTRACTORS FOR:

RFP for Professional Engineering Services for the Western Coachella Valley Flood and Blowsand Road Improvement Project, Phase 1

CVAG is requesting proposals to provide bridge/culvert structures design and roadway engineering, environmental studies and permits, geotechnical studies and report, right of way engineering, bid/award support, and construction support.
CVAG
Location: Coachella Valley, California.
Bid Date and Time: July 27, 2022, 10:00 AM

Trades/Services Requested for Teaming: Geotechnical and Right of Way Services

Michael Baker International

Send all responses to e-mail address.
Email: srg@mbakerintl.com
Contact Person: Sherrie Gundlach
AN EQUAL OPPORTUNITY EMPLOYER

PROOF OF PUBLICATION STATEMENT
for the
Golden State Plan Service News

The GSPS News – Northern Edition, is a regional newspaper covering Northern California, produced as a joint effort of the state's Builders Exchanges working under the Golden State Plan Services umbrella organization.

The newspaper reaches the building and construction trades in Northern California, reaching collectively around 5,000 Exchange members and around 8,000 statewide contractors, architects, public works agencies and other plan providers.

The GSPS News – Northern Edition is published every Monday, 52-times a year, and can be viewed without cost at **www.GSpapers.com.** The paper reaches construction firms in 27 counties, from Sacramento to the Oregon Border.

The GSPS News – Northern Edition, is produced for the Golden State Plan Service by C&S Publishing, a DGScertified Small Business Enterprise (SBE Cert. #1605840). This newspaper is a "Trade Paper" in the building and construction trades.

Placer County Contractors Association, one of the thirteen participating plan rooms in the Golden State Plan Service.

The PCCA owns and operates The Placer County Contractors Association and Builders Exchange, along with The El Dorado County Builders Exchange. Serving the entire Sacramento Valley, our online planroom is stocked with projects that are verified as actually going to ground. We are not simply a database that lists everything we can find. Many of these other online only sources actually link back to our projects.

The PCCA planroom staff makes sure we are listed as plan holders, this insures that you get more than a line item showing that a project is out there, we provide the plans, bid documents, and update the projects with addenda and more. We manage the data, we don't simply list it.

Projects in our planroom range from road improvements, highways, parks and other public works projects, to hotels, hospitals, apartments, custom homes, remodels, tenant improvements, restaurants and more.

The PCCA networks with 18 plan rooms throughout the state of California to bring you access to projects and contractors anywhere you might need. Project owners and developers can submit projects anywhere in the state and have them distributed to a local planroom in our network to get local trades working.

Our plan rooms are available for our members to use as they are out of their office.

Wide open, spacious, well lit and comfortable, we don't pack you into a back room, make you rummage through dusty plans or squeeze you into hard dark booths. We provide comfortable seating, 46" monitors for viewing and measuring projects and the ability to print your estimates and documents on site.

Come by the PCCA today and see how we can help you grow your business. Our Roseville planroom is minutes away from downtown Sacramento, easy access, ample parking, has a spacious classroom as well as a full service plan review area.

Visit us, see why contractors throughout the Sacramento Valley, Placer County, El Dorado County and beyond call The PCCA home. Look into our group health, vision and dental plans available to our members. Have your 401k retirement plan or profit sharing plan moved into an incredibly aggressive and powerful multi employer group. Get the safety training programs and office training you need to become a leader in the construction industry.

Information provided by C&S Publishing, 2020.

CERTIFICATION

I am over the age of eighteen, a citizen of the United States, and a resident of Sacramento County. I am not a party to or otherwise interested in the attached matter. I am the principal clerk of the publisher of the **Placer County Contractors Association** *GSPS News - Northern Edition.* The Placer County Contractors Association *GSPS News - Northern Edition is published and printed in the County* of Sacramento. The notice, a printed copy of which is attached as Exhibit A, was set in type not smaller than nonpareil and was preceded by words describing the general character and terms of the notice printed in a black face type not smaller than nonpareil.

Exhibit A was published in *GSPS News - Northern Edition* **online at www.gspapers.com from** 07-19-2022 **to** 07-27-2022

Exhibit A was published in the *GSPS News - Northern Edition a Electronic Newspaper* from

07-25-2022, _____, _____, _____, _____,

_____, _____, _____, _____, _____,

_____, _____, _____, _____, _____

I declare under penalty of perjury that the forgoing is true and correct and that the attached advertisement, Exhibit A, was affixed to this Proof of Publication by my own hand.

Executed on 07-25, 2022 at Sacramento, California

Catherine Berlin

Catherine Berlin

Publisher, *GSPS News - Northern Edition*

RANGER PIPELINES INC.

Utility & General Engineering Contractors
License Number 417995

REQUEST FOR QUOTES FROM CERTIFIED San Francisco Small & Micro-LBEs and SFPUC-LBEs SUBCONTRACTORS AND SUPPLIERS FOR:

CHANNEL FORCE MAIN INTERTIE
Contract No. WW-723
OWNER: San Francisco Public Utilities Commission
Engineer's Estimate: $16,000,000
BID OPENING: 08/11/2022 @ 2PM

Subtrades include but are not limited to: Asphalt Paving, Concrete Flatwork, Concrete Base, Curb Ramps, Waterproofing, Electrical, Instrumentation & Controls, Geotechnical Instrumentation & Monitoring, Pipeline Welding, Special Inspections, Micropiles, Rebar, Fabricated Metals

Ranger Pipelines Inc. will supply information regarding plans and specifications, bonds, lines of credit, and/or insurance requirements upon request. To request these materials, email qbd@sfwater.org with this Contract No. WW-723, the firm name, full address, email address, phone number, copy of contractor's license or business card, and a copy of a government issued identification. Visit https://webapps.sfpuc.org/bids/ for updates.

RANGER PIPELINES INCORPORATED

P.O. BOX 24109, SAN FRANCISCO, CA 94124
CONTACT: GRACE PRENDIVILLE
goodfaith@rangerpipelines.com
PHONE: (415) 822-3700 FAX: (415) 822-3703
AN EQUAL OPPORTUNITY EMPLOYER

Michael Baker
INTERNATIONAL

REQUEST FOR QUOTES FROM CERTIFIED DBE SUBCONTRACTORS FOR:

RFP for Professional Engineering Services for the Western Coachella Valley Flood and Blowsand Road Improvement Project, Phase 1

CVAG is requesting proposals to provide bridge/culvert structures design and roadway engineering, environmental studies and permits, geotechnical studies and report, right of way engineering, bid/award support, and construction support.
CVAG
Location: Coachella Valley, California.
Bid Date and Time: July 27, 2022, 10:00 AM

Trades/Services Requested for Teaming: Geotechnical and Right of Way Services

Michael Baker International

Send all responses to e-mail address.
Email: srg@mbakerintl.com
Contact Person: Sherrie Gundlach
AN EQUAL OPPORTUNITY EMPLOYER

PROOF OF PUBLICATION STATEMENT
Contacted agencies via weekly email list

The following information is provided by ***C&S Publishing,*** listing qualifying construction agencies contacted via email in an attempt to full fill requirements listed as: Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using firms.

All agencies contracted Include but not limited to: firms with classification of DBE/DVBE/MBE/SBE/LBE/WBE/SLBE-ELBE AND firms with license of A, B, C,-SPECIALTY, C-2, C-4, C-5, C, C-8, C-9, C-10, C-11, C-12, C-13, C-15, C-16, C-17, C-20, C-21, C-22, C-23 C-27, C-28, C-29, C-31, C-32, C-33, C-34, C-35, C-36, C-38, C-39, C-42, C-43, C-45, C-46, C-47, C-50, C51, C-53, C-54, C-55, C-57, C-60, C-61, D - ALL, ASB - ASBESTOS CERTIFICATION, HAZ - HAZARDOUS SEBSTANCE REMOVALCERT.

I am over the age of eighteen, a citizen of the United States, and a resident of Sacramento County. I am not a party to or otherwise interested in the attached matter. The notice, a printed copy of which is attached as Exhibit A, was set in type not smaller than nonpareil and was preceded by words describing the general character and terms of the notice printed in a black face type not smaller than nonpareil.

I declare under penalty of perjury that the forgoing is true and correct and that the attached advertisement, Exhibit A, was affixed to this Proof of Publication by my own hand.

Number of agencies contacted 819

Executed on 07-25, 20 22 at Sacramento, California

Catherine Berlin

Catherine Berlin
Owner/ Publisher, The Daily Reporter
Publisher, *GSPS News - Northern Edition*



WEEKLY Email Sent 07-22-2022
Company and Email Address

Email Address	Company Name	Certification	Licenses
Kyle@strongholdbuildersinc.com			
CHARLIEBJFLOORING@SBCGLOBAL.NET	B J FLOORING INC	DVBE	
heckmanc@sbcglobal.net	CRAIG HECKMAN LANDSCAPE ARCHITECT		
concrete100percent@yahoo.com	100% CONCRETE		
westpacificconcrete@gmail.com	WEST PACIFIC CONCRETE	DBE	C-8 - Concrete Contractor
MIKE.WESTCOASTSB@GMAIL.COM	WEST COAST SANDBLASTING		
SPEEDYFLOORSANDDUMPSTERS@GMAIL.COM		SPEEDY FLOORS REMOVAL	
SEAN@KLDCONSTRUCTION.COM	KLD CONSTRUCTION CORP		
jswenson@westechsys.com	L T ELECTRIC		
teu_estimating@teichert.com	Teichert Construction		
michael.radel@ilbinc.com	International Line Builders, Inc.		
dsgcastro@gmail.com	DESIGN STUDIOS GONZALO CASTRO		
RAZMIK@CHALMERSCS.COM	CHALMERS CONSTRUCTION SERVICES		
bruce@fukuji.com	URBAN DESIGN INNOVATIONS	DBE	A - General Engineering Contractor
sterlingconstruction@ymail.com	DRN Sterling Construction		
kevin.wagner@wcgcontrols.com			
piddock8@aol.com	A-1 Construction		
clarkin@jmbconstruction.com	JMB Construction, Inc.		
gina@innoconstruction.com	INNO CONSTRUCTION, INC.	DBE	B - General Building Contractor
JULIE@RMTLANDSCAPE.COM	RMT LANDSCAPE CONTRACTORS, INC	DBE	A - General Engineering Contractor, C-27 - Landscaping Contractor
spyorre@gmail.com	SB Pyorre General Engineering	DVBE	A - General Engineering Contractor
bids@petersonchase.com	Peterson Chase General Engineering Construction		
wrasic@warasic.com	W.A. Rasic Construction Co., Inc.		
RIGO.BARAJAS@YAHOO.COM	RIGOBERTO BARAJAS		
HCOPP@COPPCONTRACTING.COM			
J.MARTINEZ@PTSSOLUTIONSINC.COM	PTS SOLUTIONS, INC.	DBE	C-7 - Low Voltage Systems Contractor, C-10 - Electrical Contractor
ali.taheri@sasconstructions.com	SAS Construction		
ratorres@kleinfelder.com	Kleinfelder Inc		
mrandall@walshgroup.com	Walsh Construction Company		
markpsfca@aol.com			
rickg@gpsurveying.com	GP SURVEYING		
CONTRACTOR@DIRTAGG.COM	DIRT & AGGREGATE INTERCHANGE, INC	DBE	A - General Engineering Contractor
zappelectric@cox.net	ZAPP ELECTRIC INC		
jeff@tehamaenvironmental.com			
fran@agriserviceinc.com	AGRI SERVICE	DBE	C-27 - Landscaping Contractor, D - All D Licenses
david@5thAvenueEnergy.com	5TH AVENUE ENERGY	DBE	C-10 - Electrical Contractor
gabe@herediacablingsolutions.com	Heredia Cabling Solutions		
deschaineenterprises@yahoo.com	DESCHAINE ENTERPRISES		
mmicheltorena@airandlube.com	Air & Lube Systems Inc		
gary@bockmonwoody.com	BOCKMON & WOODY ELECTRIC CO INC		
rosanna@edesignc.com	EDESIGNC INCORPORATED		
sherese@magnesitespecialties.com	MAGNESITE SPECIALTIES INC DBA AMERICAN DECK SYSTEMS		
lvasconcelos@dirtdynastyinc.com	Dirt Dynasty, Inc.		
marty@castlerockenv.com	Castlerock Environmental, Inc.		
tomwhi@ix.netcom.com			
SCELEVATORS@AOL.COM	SANTA CLARITA ELEVATORS		
VICMELECTRIC@GMAIL.COM	VARTAN MNAYAN ELECTRICAL		
liz@deanswelding.com	DEANS CERTIFIED WELDING, INC.		
bidding@horizonscci.com	Horizons Construction Company		
djang@barcelonjang.com			
MFIUZAT@ECOINC.INFO	ECO & ASSOCIATES, INC.	DBE	B - General Building Contractor
lane@scapes.org			
triciamcgovern@gmail.com	PATRICIA MCGOVERN ENGINEERS		
djruiz@anchor41.com	ANCHOR-41 CONSTRUCTION LLC	DVBE	B - General Building Contractor
sally@crownsteelcorona.com			
TJKHERFAN@INSULFLOW.COM	INSUL-FLOW INC		
info@treesmith.net		DBE	C-27 - Landscaping Contractor, D - All D Licenses
BRAD@EXCELSTRIPING.COM	EXCEL PAINTING AND STRIPING		
blaineoshaughnessy@gmail.com	Curb Appeal Construction	DVBE	B - General Building Contractor
Alicia@WestlandContractorsinc.com	Westland Constractors Inc		
wskconst@gmail.com	WSK CONSTRUCTION INC	DVBE	B - General Building Contractor
ralphcroypaintinginc@gmail.com	RALPH CROY PAINTING INC		
htooryani@microestimating.com			
Amador55@att.net	NIX GRID INC	DVBE	A - General Engineering Contractor, B - General Building Contractor
ramon@cslegacy.net			
mark@rsse.biz	RSSE, INC		
SOCALBACKHOE@GMAIL.COM	SOCAL BACKHOE SERVICE		

Email Address	Company Name	Certification	Licenses
info@electricraftinc.com	ELECTRICRAFT INC		
GREGAWC@GMAIL.COM	AMERICAN WEST CONST.		
jcaro@jc-environmental.com	J. C. ENVIRONMENTAL COMPANY, INC	DBE	A - General Engineering Contractor
BESTDEMO1994@YAHOO.COM	C-21 DEMOLITION		
nguerrero@radoscompanies.com	Steve P. Rados, Inc.		
timk@nwdoregon.com	Northwestern Design		
skreit@kreit.net	KREIT MECHANICAL ASSOCIATES, INC.	DBE	C-34 - Pipeline Contractor, C-38 - Refrigeration Contrac-
tor			
fiwatsu@cwdriver.com	C.W. Driver		
SO_CAL_CONSTRUCTION@YAHOO.COM	SO CAL CONSTRUCTION INC.	DBE	B - General Building Contractor, C-17 - Glazing Contrac-
tor			
info@cal-cade.com	CAL-CADE CONSTRUCTION		
joe@moderntimesinc.com	LA SkyRailâ„¢ Express DBE Team		
specialkpainting76@gmail.com			
debbie@bondblacktop.com	BOND BLACKTOP, INC.		
NEVELECTRICINC@GMAIL.COM	NEV ELECTRIC INC		
tom@reddragonprivatesecurity.com			
jmarino@ctc-sf.com			
ictang@studiot-sq.com	STUDIO T-SQ	DBE	A - General Engineering Contractor
jmiller@millercomp.com			
goldengatetow@yahoo.com	GOLDEN GATE TOW INC		
CALIROSEELECTRIC@YAHOO.COM	CALIROSE ELECTRIC		
herculesbuilders@yahoo.com			
bwilliams@soltekpacific.com	Soltek Pacific		A - General Engineering Contractor
LPADILLA@CITYWORKSDESIGN.COM	CITYWORKS DESIGN	DBE	A - General Engineering Contractor
MICKEYDKEALY@GMAIL.COM	MDK CONSTRUCTION COMPANY		
mark.l.mclemore@jci.com	Johnson Controls		C-10 - Electrical Contractor
rbwrs61@yahoo.com	Robert Bowers Construction		B - General Building Contractor
MIRANDA@ELEMENT26.US	ELEMENT 26 CONTRACTING		
estimating@team-ees.com	Team EES, Inc.	DVBE	B - General Building Contractor
passinvest@msn.com			
bobsglass@sbcglobal.net	BOB'S GLASS	DVBE	
kdeweyconstruction@gmail.com	Dewey Construction	DVBE	B - General Building Contractor
nmoore@stevebubalo.com	Steve Bubalo Construction		
tmendoza@m4concretedrywall.com	M4 Concrete and Drywall, Inc.		
CHRIS.GETHOOKED@GMAIL.COM	GET HOOKED CRANE SERVICE		
tjones@rmslifesafety.com			
pattyjoconsulting@gmail.com	PATTY JO RUTLAND CONSULTING		
desi@cabralroofing.com	Cabral Roofing		
westcon@westconconstruction.com	WESTCON CONSTRUCTION CORP		
jesse@sandhcivilworks.com	S&H CIVILWORKS	DBE	A - General Engineering Contractor
les@hpsmechanical.com			
Karmen.Ochoa@megainstallations.com	MEGA FIXTURES INSTALLERS, INC.	DBE	B - General Building Contractor, C-10 - Electrical Con-
tractor			
gary@titan-contractors.com	Titan Contractors		
ying@fscontractorsinc.com	FS Construction		
EGLEZ@FEEDERELECTRIC.COM	FEEDER ELECTRIC		
manjit5496@gmail.com			
jaime@jcoengineering.com	JCO ENGINEERING	DBE	A - General Engineering Contractor
amiller@harborenvirogroup.com	HARBOR ENVIRONMENTAL GROUP INC	DBE	A - General Engineering Contractor, B - General Building
Contractor			
miranda@miranda-logistics.com	MIRANDA LOGISTICS ENTERPRISE, INC.	DBE	C-12 - Earthwork and Paving Contractors
jpeel@triconaquatics.com	Tricon Construction		A - General Engineering Contractor, B - General Building
Contractor, C-8 - Concrete Contractor, C-10 - Electrical Contractor, C-53 - Swimming Pool Contractor			
SPNICHOLS1952@YAHOO.COM	TOPLINE SERVICES		
LUCKYJBA@AOL.COM	AIELLO PLASTERING INC.		
cor@mail2bad.com	BAY AREA DATACOM		
INFO@MTTILE.COM	M. T. TILE & MARBLE INC.		
STEVE@SPENCONCONSTRUCTION.COM	Spencon Construction		
carl@vetforceeandc.com	VET-FORCE ENGINEERING & CONSTRUCTION INC	DVBE	B - General Building Contractor
cmalaer@suffolk.com	Suffolk Construction Company		
KOTENKOFFGRANITE@YAHOO.COM	KOTENKOFF GRANITE, INC.		
JUAN@AN-QUALITYBUILDERS.COM	A & N QUALITY BUILDERS, INC.		
nvo@sbeinc.com			
SRG@mbakerintl.com			
colin@chelliott.com			
ltu@archimorphic.com	ARCHIMORPHIC INC	DBE	A - General Engineering Contractor
mike@jrbarto.com			
jstatehighways@gmail.com		DBE	A - General Engineering Contractor, C-13 - Fencing Con-
tractor			
joseph@yakarinc.com	Yakar Inc - General Contractors		
DAVIDLUDLOW@ATT.NET	D.L MASONRY		
spencermasonrysf@aol.com	SPENCER MASONRY, INC.	DBE	C-29 - Masonry Contractor
cbarnhart@danco-group.com	Danco Builders		
reberconstruction@comcast.net			
brad@graphicuser.com			
bseinc@yahoo.com	Borden Steel and Equipment Inc.	DVBE	
STEVE@WOODSCOMMERCIALDOOR.COM	WOODS COMMERCIAL DOOR, INC.		
lori.curtis@p31.enterprises	P31 ENTERPRISES, INC.	DBE	D - All D Licenses
mrfixitelectric@gmail.com	MR. FIX IT, ELECTRIC AND MORE		
white@enterpriseroofing.com	ENTERPRISE ROOFING SERVICE		
dwboone1@yahoo.com	ICHOR RESTORATION		
jesse@orozcolandscape.com	J. OROZCO ENTERPRISES INC.		

Email Address	Company Name	Certification	Licenses
bassetengineering@gmail.com			
lisa@lrgbuilderservices.com	LRG Builder Services		
plumbingdrainsolutions@gmail.com	Pro Plumbing & Drain Solutions, Inc	DVBE	
summer.construction@hotmail.com	Summer Construction, Inc.		
brett@sanjoaquinelectric.com	San Joaquin Electric		
davep@libertyelectric.com	LIBERTY ELECTRIC		
poonam@loc-arch.com	LOC, INC DBA LOC ARCHITECTS	DBE	A - General Engineering Contractor
Bryan@webergeneng.com	WEBER GENERAL ENGINEERING INC		
KYCONCRETE1994@GMAIL.COM	KEVIN YOUNG CONCRETE COMPANY		
hildingse@gmail.com	H W SESSOMS CONSTRUCTION CO		
bids@birdgroupconstruction.com			
MDIBBLE@DANCO-GROUP.COM	DANCO BUILDERS NORTHWEST		
pnpino@yahoo.com	P & P BUILDING WRECKING INC		
leaelectric@yahoo.com	LEA ELECTRIC		
mcwcgroup@gmail.com	MCW CONSTRUCTION GROUP, INC.	DBE	C-31 - Construction Zone Traffic Control Contractor, D - All D Licenses
matt@maskerpainting.com			
johnvass19@gmail.com	JOHN VASS		
caverduzco@aol.com	VERDUZCO ELECTRIC INC		
clay@aaxisbuilds.com	Aaxis Construction		
CBSINC_PETE@COMCAST.NET	CALIFORNIA BUILDING SERVICES INC		
AMADRIDCC@SBCGLOBAL.NET	ALVARO MADRID CONCRETE CONSTRUCTION		
Kristin62727@yahoo.com	TEXTURE SPECIALTIES, INC.	DVBE	
klong@jameslongconstruction.com	JAMES LONG CONSTRUCTION		
dcarbajal@redwoodeg.com	Redwood Electric Group		C-10 - Electrical Contractor
lrobinson@littlejohn-reuland.com	LITTLEJOHN-REULAND CORP		
PATANIAMASONRY@SBCGLOBAL.NET	PATANIA MASONRY		
bennettfencing@gmail.com	BENNETT FENCING		
JIMBEAN15.JO@GMAIL.COM	OVALLE TRACTOR AND TRUCKING	DVBE	A - General Engineering Contractor
AHEERMANCE@CROSSTOWNDATA.COM	Crosstown Electrical Data		
GILDAN100@AOL.COM	ALLIED PLUMBING & ENGINEERING	DBE	A - General Engineering Contractor, C-34 - Pipeline Contractor, C-38 - Refrigeration Contractor
ionianconstruction@gmail.com	Ionian Construction, Inc.		A - General Engineering Contractor
contracts@krdesigninc.com	KRITZINGER + RAO	DBE	A - General Engineering Contractor
ANNE@SIERRAWEEDS.COM	SIERRA WEED SERVICES, INC.		
oliverconst.engi@gmail.com	OLIVER ENGINEERING CONSTRUCTION	DBE	A - General Engineering Contractor
UNITEDSTEELFENCE@SBCGLOBAL.NET	UNITED STEEL FENCE COMPANY		
esprattexc@aol.com	ERIC SPRATT		
pablo@doreckconstruction.com	Stephen Doreck Equipment Rentals		
info@enterpriseroofing.com	Enterprise Roofing Service - Bay Area Commercial Roofer		
noel@setantaengineering.com			
jga@horizoncal.com	Horizon Steel & Ironworks		
jonathan.villet@owcom.com			
info@shortload.com	RV CONCRETE, INC.		
hkelectricaleliza@gmail.com	H.K. ELECTRICAL INC.		
JJRCONSTRUCTION@AOL.COM	J.J.R. CONSTRUCTION	DBE	A - General Engineering Contractor
bid@rados.com			
nathan@nathansglassinc.com	NATHAN'S GLASS & MIRROR INC.		
DDM@Fidatocorp.com	FIDATO		
estimating@dirtdynastyinc.com	Dirt Dynasty Inc		
bparker@masselec.com	Mass. Electric Construction Co.		
ibsusainc@yahoo.com	D L CONSTRUCTION		
felipe@bear-electrical.com	Bear Electrical Solutions, Inc		
kylekylekiser@gmail.com	KISER CONSTRUCTION	DVBE	A - General Engineering Contractor
deltasandblast2@sbcglobal.net	Delta Sandblasting Company, Inc.		
BGPOWELL@SUDDENLINK.NET	POWELL LANDSCAPE MATERIALS		
aaservices@cox.net	A&A CONTRACTING SERVICES iNC	DVBE	B - General Building Contractor
paul@mountainpacificusa.com	MOUNTAIN PACIFIC INCORPORATED		
tbabich@michels.us	Michels Corporation		
usaconstruction1@sbcglobal.net	USA CONSTRUCTION	DBE, DVBE	A - General Engineering Contractor, B - General Building Contractor, C-10 - Electrical Contractor, C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor, C-31 - Construction Zone Traffic Control Contractor
sojrnr123@aol.com		WBE	A - General Engineering Contractor
PACIFICCONTRACTORSINC@GMAIL.COM	Pacific Contractors Group		
tim@timkelleyconsulting.com	TIM KELLEY CONSULTING		
scottdpc@sbcglobal.net	Diversified Power		
cfclewis@dslextreme.com	J3C CONSTRUCTION		
mbabst@eticeng.com	ETIC		
dalycontractor@yahoo.com			
wsjh95@gmail.com	Polar Electrical Co.		C-10 - Electrical Contractor
ct@ctconcretecutting.com	CT CONCRETE CUTTING, INC.		
ERIC@YBELECTRIC.BIZ	YOUNGBLOOD ELECTRIC COMPANY	DBE	C-10 - Electrical Contractor
steve@capitolironworks.com	CAPITOL IRON WORKS, INC		
elielectric@live.com	ELI ELECTRIC & CONSTRUCTION INC		
fred@cccpumping.com	Scatco Concrete Pumping Inc.	DVBE	B - General Building Contractor
bids@sully-miller.com	Sully-Miller Contracting Co.		
ltran@transtarbuilder.com	TRANSTAR BUILDERS		
restbruno@aol.com	BKB GENERAL ENGINEERING INC	DVBE	A - General Engineering Contractor
lee@seegertconstruction.com	Seegert Construction		
INFO@WESTPACIFICCONCRETE.COM	WEST PAC CONCRETE, INC.		
rwojcik@rados.com	Steve P. Rados, Inc.		
cbassicpu@gmail.com	Catalina Pacific Underground		
isegovia@morgnerco.com	Morgner Construction Management		
clairconcrete@gmail.com	Clair Concrete		
lumnije@svcable.com	Silicon Valley Cable Company, Inc.		C-7 - Low Voltage Systems Contractor

Email Address	Company Name	Certification	Licenses
mkd2@att.net	MKD Construction, Inc.		
ROYALTYPROPAINTING@GMAIL.COM	ROYALTY PRO PAINTING		
carlos@mecsf1.com			
trafficloops@sbcglobal.net	TRAFFIC LOOPS CRACKFILLING		
franz@studio151corp.com			
bids@brannondemo.com	Brannon Corporation		
dvbraden@gmail.com			
beckyb@omroofing.com	OM ROOFING INC.		
haydonconst@yahoo.com	Haydon Construction	DBE	
terry@salehcompany-bks.com	Wm. B. Saleh Co.		
lsurgener@mckee-electric.com	MCKEE ELECTRIC COMPANY		
ALLENHANES1@YAHOO.COM	ALLEN LEE HANES CONSTRUCTION		
maureen@rjsdesign.com			
garc0804@comcast.net	GRIFF COMMUNICATIONS	DVBE	
denise7431@yahoo.com	D & D CONCRETE CONSTRUCTION CO	DBE	C-8 - Concrete Contractor
vincon@vintagecontractors.com			
transpacificgeotec@sbcglobal.net	Trans Pacific Geotechnical		
yguzman@WARasic.com			
ro84@topendconstructors.com	TOP END CONSTRUCTORS INC		
ccrockett@placementclub.com			
ABSOLUTEMECHANICAL@ATT.NET	ABSOLUTE MECHANICAL INC		
marrslighting@gmail.com			
ucpaintingservice@gmail.com	ARTURO BENAVIDES		
hillyhowl@aol.com	HILLY HOWL INC		
susan@ciroofing.net	CHANNEL ISLANDS ROOFING, INC.		
JAG1BEV@GMAIL.COM	J. A. GONSALVES & SON CONSTRUCTION, INC.	MBE, WBE	A - General Engineering Contractor
reginal.king@gmail.com			
jvidrio@msn.com	VIDRIO ENTERPRISES	DBE	B - General Building Contractor
ROSE@DEHAROMECHANICAL.COM	DEHARO MECHANICAL		
kc.semperfirebar@gmail.com	SEMPER FI REBAR CORP	DVBE	
DANDDFLOORS@ATT.NET	D & D FLOORS		
sarahk@gbi1914.com			
BRENDA@BEAVENS.COM	BEAVENS SYSTEMS, INC.		
sandy.fleming@pcexploration.com	PC EXPLORATION, INC.		
lauren@kaboomproductions.com			
davida11@roadrunner.com	A & V CONTRACTORS INC		
phieunguyen1962@yahoo.com	PHIL TRUCKING		
parkjung@sbcglobal.net			
YoungTrieu@yahoo.com	Re/Max Golden Empire		
tesmer6@comcast.net	TESMER PAINTING CO		
KEN@CAPITALSHEETMETAL.NET	CAPITAL SHEET METAL		
SRUSSELL@SOUTHSHOREGLASSANDDOOR.COM		SOUTH SHORE GLASS	
HLUISI@SBCGLOBAL.NET	LUISI CONSTRUCTION		
INFO@THELAGLASS.COM	LOS ANGELES GLASS COMPANY, INC.	DBE	C-17 - Glazing Contractor, D - All D Licenses
bitechconstruction@gmail.com		DBE	A - General Engineering Contractor, B - General Building Contractor, C-12 - Earthwork and Paving Contractors
c.opel@brazosurethane.com	Brazos Urethane, Inc.		
bret@heat-xfer.com	SR&B BOILERS INC		
fresno.estimating@gcinc.com	Granite Construction Co.		
jwong@elecnor.com	Elecnor Belco Electric, Inc		
howard@mariesinvestmentrealestate.com			
MASTERS@MASTERSCC.COM	MASTERS CONTRACTING CORP.		
ceilingexperts@yahoo.com	CEILING EXPERTS, INC		
dm@dynamicgeneratorservice.com	DYNAMIC GENERATOR SERVICE INC	DBE	B - General Building Contractor, C-10 - Electrical Contractor
fariborzyazdi@yahoo.com	Aria Electric		
cvas221851@aol.com	LEROY VASQUEZ SANDBLASTING	DBE	D - All D Licenses
Safa.kamangar@mbakerintl.com			
THEWRIGHTBUILDER@GMAIL.COM	WESTERN VALLEY CONSTRUCTION		
barrie@airesm.com	Aire Sheet Metal, Inc.		C-4 - Boiler, Hot Water Heating and Steam Fitting Contractor, C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor, C-43 - Sheet Metal Contractor
BRAD@REHABHOUSES.COM	JASPER CONSTRUCTION		
liz@gcgreen.com	GC Green Incorporated	DBE, DVBE	B - General Building Contractor
glenn@hamanakapainting.com	HAMANAKA PAINTING CO.	DBE	B - General Building Contractor
pvarma@intralineinc.com	INTRALINE INC		
garym@bockmonwoody.com			
gerilee@highwayspecialty.com	HIGHWAY SPECIALTY CO.		
rcraig@americanpipelineservices.com	American Pipeline Services		
joseph.p@duwrightconstruction.com		DBE	A - General Engineering Contractor, B - General Building Contractor, C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor
christopheraridley@rolloandridley.com			
char@meyersearthwork.com	MEYERS EARTHWORK INC		
aaron.traoutdoor@gmail.com	ATM construction group	DVBE	B - General Building Contractor
earvin@rlqualitypainting.com	Ruben Godinez		
AAAElectricalSolutions@gmail.com	AAA Electrical Solutions, Inc		
BBKWELL@COMCAST.NET	BIRDWELL BROS. PAINTING		
phil@stocktonfenceco.com	STOCKTON FENCE & MATERIAL CO., INC.		
juan@themopcrew.com	THE MOP CREW INC.	DBE	B - General Building Contractor
bids@altenconstruction.com	Alten Construction, Inc.		A - General Engineering Contractor, B - General Building Contractor
medde@dutragroup.com	The Dutra Group		
diego@caliusa.net	CALI USA ACOUSTICS INC		
xuhua01@yahoo.com	MEGAVOLT ELECTRICAL SERVICES	DBE	C-10 - Electrical Contractor
THECRANEGUYSLLC@YAHOO.COM	THE CRANE GUYS		

Email Address	Company Name	Certification	Licenses
jbei@vtlnet.com	JIM BRISCO ENTERPRISES INC		
aquilineconstructioninc@gmail.com	AQUILINE CONSTRUCTION, INC.		
dave@gbdvbe.com	GLOBAL BLUE DVBE INC.		
amillar@henselphelps.com	Hensel Phelps Construction		
jgallo@americanfedtech.com	AMERICAN FEDERAL TECHNOLOGIES	DVBE	
TBLAIR@SGICOMPANIES.COM	SURVEYORS GROUP, INC.		
namantrucking@yahoo.com	NAMAN TRUCKING		
lance@arkenviro.com	Ark Enviro		
patricia@baselandscape.com			
crimsonmariecompany@yahoo.com	CRIMSON MARIE COMPANY	DBE	A - General Engineering Contractor
veteransatwork@yahoo.com	VETERANS AT WORK	DVBE	
fschlitz@springvillewireless.com	FRANK J SCHLITZ TRACTOR SERVICE	DVBE	A - General Engineering Contractor
jmerritt4wright@gmail.com	Wright Construction		
maria@interiordemolition.net	INTERIOR DEMOLITION INC	DBE	A - General Engineering Contractor, C-12 - Earthwork and Paving Contractors, C-21 - Building Moving/Demolition Contractor
eric@megaengineering.net	MEGA ENGINEERING COMPANY INC.		
BARONCONST@SBCGLOBAL.NET	BARON CONSTRUCTION		
kfair@beynonsports.com	Beynon Sports Surfaces		
carlos.perez@freyssinetusa.com	Freyssinet, Inc.		
gordonplasteringco@gmail.com			
ACOUSTICSSOLUTIONS.MM@GMAIL.COM	MRMAJANO, INC. DBA LONG BEACH ACOUSTICS	DBE	C-2 - Insulation and Acoustical Contractor
cjstaffordconstruction@gmail.com	CJ STAFFORD CONSTRUCTION	DBE	B - General Building Contractor
jkimelectric@yahoo.com	J. Kim Electric, Inc.		
brucen@nelsonhps.com	Nelson HCS, Inc	DVBE	B - General Building Contractor
wtm.inc@frontier.com			
KINGSCOGLASS@SBCGLOBAL.NET	KINGS COUNTY GLASS		
nerses@betacontractsinc.com	Beta Investments & Contracts Inc.		
cest24@yahoo.com	FUELTEC, INC.	DBE	A - General Engineering Contractor
a.genconstruction@gmail.com	AYALA GENERAL CONSTRUCTION INC		
greenfieldpreservation@gmail.com	GREENFIELD CLEANING SERVICES		
info@coastalhandymanpros.com	JOHN CHRISTOPHER CONSTRUCTION INC. DBA COASTAL HANDYMAN PRO	DBE	B - General Building Contractor
samtyby@gmail.com	CABINET EXPERTS AND DESIGN, INC		
maura@studiovara.com			
info@darcompany.com	DAR CONSTRUCTION		
jeff@albionpartners.com			
DSOMANCHI@SCHEDULINGEXPERTS.COM	SCHEDULING EXPERTS		
FROEHLICHFIRE@GMAIL.COM	FROEHLICH FIRE PROTECTION INC	DVBE	
okanesteel@gmail.com	O' KANE STRUCTURAL STEEL		
Tjohnson@telectricom.net	TELECTRIC COMMUNICATIONS INC	DBE	C-10 - Electrical Contractor
michael@struct-one.com	STRUCT ONE ENGINEERING & CONSTRUCTION, INC	DBE	A - General Engineering Contractor, B - General Building Contractor
steve@tractor.io			
tgrealis@momentum-electric.com	Momentum Electrical Contractors	DVBE	B - General Building Contractor
h@vetpowered.com	VETPOWERED, LLC	DVBE	B - General Building Contractor
tanya@srtconsultants.com	SRT CONSULTANTS		
marks@masteinerconst.com	M A STEINER CONSTRUCTION INC	DVBE	A - General Engineering Contractor, B - General Building Contractor
ssmith@farwestcorrosion.com	Farwest Corrosion Control		
cbbestimates@gmail.com			
mehartrucking@gmail.com	Mehar trucking	DBE	
djm@cqcinc.net	Construction Quality Consultants, Inc		
brarkuldip@rocketmail.com			
brandonl@gminstall.com	G&M Appliance Supply Inc.		
CENTRALCOASTCITIES@GMAIL.COM	CENTRAL COAST CITIES		
mattsipherd@yahoo.com	MATTHEW S SIPHERD GENERAL ENGINEERING CONTRACTOR		
thamrba11@yahoo.com			
Overhaul_construction@yahoo.com	Overhaul Construction Inc.		
mezqueda@idegconstruction.com	International Developers and Engineering Group		
bids@makaisolutions.com			
barry@cjfranke.com	Con J. Franke Electric		C-10 - Electrical Contractor
SABRINA@FOLEYWP.COM	FOLEY WATERPROOFING CORP		
JBBACKHOESERVICE@GMAIL.COM	JB BACKHOE & EQUIPMENT RENTAL		
terryf@capitoldoors.com	Capitol Door Service		
jp3biz@powellarchitecture.net			
m.dimalanta@dscheme.com	DSCHEME INC. DBA 'D-SCHEME STUDIO'		
bryanweber1@gmail.com	WEBER GENERAL ENGINEERING		
cnewton@wildelectric.net			
dphelps@michels.us	MICHELS CORPORATION		
m.moore@compassec.com	COMPASS ENGINEERING CONTRACTORS INC.		
daveg@ecconstructors.com	EC Constructors, Inc.		
jason@thomasdemolition.com	THOMAS DEMOLITION		
SUPREMEDRYWALLINC@HOTMAIL.COM	SUPREME DRYWALL INC		
theresa.wapato@abm.com	ABM Building Solutions		
asquared@asquaredstudios.com	A2 STUDIOS, INC	DBE	A - General Engineering Contractor
dirthaulers@gmail.com			
shelley@geoxinc.com	GEOX INC.		
marilynn@titan-contractors.com	TITAN CONTRACTORS	DVBE	B - General Building Contractor
dominguezgeneral@aol.com	DOMINGUEZ GENERAL ENGINEERING, INC.	DBE	A - General Engineering Contractor
MRM3710@GMAIL.COM	MIKE ROGERS-MASONRY		
eric.patterson1@kiewit.com	Kiewit		
steve@omegaenv.com	OMEGA ENVIRONMENTAL SERVICES, INC.		
al@tortugaengineering.com	Tortuga Engineering Solutions, INC	DVBE	B - General Building Contractor
briscoenterprises@gmail.com	JIM BRISCO ENTERPRISES INC	DVBE	A - General Engineering Contractor
ccicrush4u@yahoo.com	CUSTOM CRUSHING INDUSTRIES, INC.		

Email Address	Company Name	Certification	Licenses
bkblackdiamond@yahoo.com	BLACK DIAMOND DIVERSIFIED		
john.sarkisian@dunnedwards.com	Dunn Edwards Paints		
JZABEL@MERCERFRASER.COM	MERCER-FRASER COMPANY		
sidelinetow@yahoo.com			
cleanpolishing@gmail.com	Cleanforce Concrete Corporation	DVBE	
WESTHAMWOLF@AOL.COM	PEARL PAINTING		
tcrawford@empiresafety.com	Empire Safety & Supply Co.		
mccallplumbing@gmail.com	MCCALL PLUMBING		
HJONES@AP-CONSTRUCTION.COM	AP Construction		
destinationanywhereinc@gmail.com	destination anywhere inc		
omegacontractors@yahoo.com	OMEGA CONTRACTORS		
yc.chen@att.net			
greg@getsmartbuilding.com	Smart Building, Inc.		
yolandamiller@yahoo.com	SPECTRA WALL SYSTEMS, INC.	DBE	B - General Building Contractor, C-9 - Drywall Contractor
paintskyline@gmail.com	SKYLINE PAINTING INC		
TROY.INTEXTCOATINGS@GMAIL.COM	INTEXT COATING, INC.		
tony@acpavingcompany.net	BLACKGOLD DEVELOPMENT, INC	DBE	A - General Engineering Contractor, C-12 - Earthwork and
Paving Contractors			
SMONTOYA@VIKINGDRILLERSINC.COM	VIKING DRILLERS, INC.		
MCGUIRE108@GMAIL.COM	MCGUIRE CONSTRUCTION SERVICES		
jakiconstructioncompany@gmail.com		DBE	B - General Building Contractor, C-21 - Building Moving/
Demolition Contractor			
ernesto@cali-sd.com	CALI CONSTRUCTION	DBE	A - General Engineering Contractor, B - General Building
Contractor			
patrick@trahaninc.com	Trahan Mechanical		C-20 - Warm-Air Heating, Ventilating and Air-Condition-
ing Contractor, C-43 - Sheet Metal Contractor			
annette@ghilotti.com	Ghilotti Construction Company		
arlene@chaves-associates.com	CHAVES & ASSOCIATES		
jbird@forefrontdeepfoundations.com	Forefront		
TINAY@YOUNGELEC.COM	YOUNG ELECTRIC		
gabed@teamghilotti.com	Team Ghilotti, Inc.		
bidding@kazoni-inc.com			
jp.pereira@pereiraindustries.com	PEREIRA BUILDING INDUSTRIES	DVBE	A - General Engineering Contractor, B - General Building
Contractor			
ben@road-tech.com	ROAD-TECH SAFETY SERVICES, INC.	DVBE	
jogutierrez@griffithcompany.net	Griffith Company		
gseto888@gmail.com			
rob_daone2003@yahoo.com	IBARRA TRUCKING		
BAYSHOREPLUMBERS@GMAIL.COM	Bayshore General Engineering, Inc	DVBE	A - General Engineering Contractor
kim@calibercontracting.net	Caliber Contracting Services, Inc		
W_COMERFORD@SRCCC.COM	SRC CONSTRUCTORS CORP		
castellanos11@att.net			
LiSimon@flatironcorp.com	Flatiron Wesst, Inc.		
herman@guardbuildingcorp.com	Guard Building Corp.	DVBE	B - General Building Contractor
electrical.stott@gmail.com	STOTT CONSTRUCTION & ELECTRICAL SYSTEMS		
WNASON@EARTHLINK.NET	J & N ELECTRIC		
lee@btmetals.com	BAY TANK & BOILER WORKS		
ali@calecinc.com	Cal Engineering & Construction, Inc.		
patricia@garconconstruction.com	GARCON CONSTRUCTION, INC	DBE	A - General Engineering Contractor
jae@groundci.com			
CGOMEZ8@VERIZON.NET	CARLOS GOMEZ		
jesse@southerncaliforniainteriors.com	SOUTHERN CALIFORNIA INTERIORS, INC	DBE	B - General Building Contractor
netelectric@sbcglobal.net	NET ELECTRIC, INC.		
jay@krsurface.com	KR Surface Industries Inc		
JACOB@GLOBALBUILDINGCORP.COM	GLOBAL BUILDING CORP		
pilotcminc@gmail.com	PILOT CONSTRUCTION MANAGEMENT		
BEVERLY.LALATH@GMAIL.COM	L.A. LATH AND PLASTER, INC.	DBE	C-35 - Lathing and Plastering Contractor
jimwbesseghini@yahoo.com	BESSEGHINI CONSTRUCTION AND FLOORING		
richard.ducote@gmail.com	Ducai, Inc.	DVBE	B - General Building Contractor
MAIL@WESINC.ORG	WAGNER ENGINEERING & SURVEY		
MORGAN.CLAYTON@TEL-TEC.COM	TEL-TEC SECURITY SYSTEMS		
info@sjdandb.com	SJD&B, Inc.		
harveyw@fecontrols.com	FE CONTROLS		
info@hulseycontracting.com	Hulsey Contracting Inc.		
gerry@vintage-elevator.com	Vintage Elevator Services, Inc.	DVBE	
lwf59@aol.com	LAWRENCE FORD CONSTRUCTION, INC	DBE	A - General Engineering Contractor, B - General Building
Contractor			
dhester@vc-inc.net	Vanguard Construction		
dariusmcgee@gmail.com	GRACE BUILDERS INTERNATIONAL	DBE	B - General Building Contractor
rmedina@siglers.com	Siglers, Inc.		
nancy@windesheimdesign.com			
rebecca@becielectric.com	BECI ELECTRIC, INC.	DBE	C-10 - Electrical Contractor
steve@drakecontracting.com			
dirtworkinc@verizon.net	DIRT WORK & EXCAVATION INC		
cdraac4@citlink.net	DALE W CARTER FENCING		
kssouthcoast@roadrunner.com	SOUTH COAST SWEEPING, INC.	DBE	C - Specialty Contractor
nancybrinkerhoff.icbi@gmail.com		DBE	B - General Building Contractor, C-9 - Drywall Contractor
precisioncomfortair@yahoo.com	PRECISION COMFORT HEATING AND AIR		
creativebuilders@whobuilt.biz	WHO BUILT CREATIVE BUILDERS	DBE	A - General Engineering Contractor
derrick@sympaticoconstruction.com	Sympatico Construction	DVBE	B - General Building Contractor
LOEWENPUMP@SBCGLOBAL.NET	LOEWEN PUMP MAINTENANCE		
noelle@maffei-structure.com			
angel@fscontractorsinc.com	FS Contractors		
AGFenceSupply@aol.com	PERRIS FENCE & SUPPLY, INC.		

Email Address	Company Name	Certification	Licenses
ARISMANOOKIAN@GMAIL.COM	ORNOMENTAL IRON WORKS		
bigmo@netwiz.net	BIG M TRUCKING		
adam@afelixge.com	WestPac Construction		
jmckeown@mcmcon.com	MCM Consulting	DVBE	B - General Building Contractor
rcruzca@yahoo.com	CRUZ CONSTRUCTION AND DEVELOPMENT, INC.	DBE	B - General Building Contractor
jcl@mendomail.com	JOHNSON'S CUSTOM LANDSCAPING		
PCL.PLUMBING@YAHOO.COM	PCL PLUMBING		
mgsconst@sbcglobal.net	M G S CONSTRUCTION SERVICES, INC.	DBE	B - General Building Contractor
teera@rscminc.com	R&S Construction Management		
alex@westpower.com	WESTPOWER, INC	DBE	A - General Engineering Contractor, C-10 - Electrical Contractor
services@pyramidbsi.com	PYRAMID BUSINESS SYSTEMS INC		
ryan@confluencerestoration.com	CONFLUENCE RESTORATION		
rodu@denalect.com	Denalect Inc.		C-7 - Low Voltage Systems Contractor, C-10 - Electrical Contractor
ppulver@firedetect.com	Fire Detection Unlimited, Inc.		
lynn.carmichael@hobart.sc	TRABOH INC		
cwmconcrete@gmail.com	CWM CONCRETE INC	DVBE	
wrjames1889@icloud.com			
brian.ahern@clarkconstruction.com	Clark Construction Group		
wallacestr@aol.com	WALLACE STRUCTURES	DBE	A - General Engineering Contractor, B - General Building Contractor
colornewco@yahoo.com	COLOR NEW CO.		
swipmech@gmail.com	W.I.P. MECHANICAL CONTRACTOR, INC.	DBE	A - General Engineering Contractor
leliem408@gmail.com	LE LIGHTING&ELECTRIC SERVICES MAINTENANCE REPAIR		
jmattson@rainforrent.com	Rain For Rent		
hrmanager@cqcinc.net	CONSTRUCTION QUALITY CONSULTANTS INC		
ross.e@resengineers.com			
centered.terri@gmail.com	Centered Enterprise Inc	DVBE	B - General Building Contractor
ITCMEDICAL@AOL.COM			
jen@eisdesigninc.com			
info@buainc.com	B U A + C M INC		
acedrillingsf@gmail.com	ACE DRILLING		
leticiachacon@morgnerco.com	Morgner Construction Management		
emvalentin@isecinc.com	ISEC INCORPORATED		B - General Building Contractor, C-6 - Cabinet, Millwork and Finish Carpentry Contractor, C-17 - Glazing Contractor, C-23 - Ornamental Metal Contractor, C-61 - Limited Specialty
RoveEngineering@outlook.com	ROVE ENGINEERING INC.	DBE	A - General Engineering Contractor
polarelectricusa@gmail.com	POLAR ELECTRICAL COMPANY	DBE	C-10 - Electrical Contractor
CJ_PLUMBING@YAHOO.COM	ï»¿CJ PLUMBING		
tvaccaconstruc@aol.com	Tony Vacca Construction,Inc.	DVBE	B - General Building Contractor
karen@sdvservicesinc.com			
pedromoves999@gmail.com			
johns@sequoiaconst.net	Sequoia Construction Co.		
yomi@principia-eng.com	PRINCIPIA ENGINEERING INC		
Lane@jeffcoptg.com	JEFFCO PAINTING & COATING INC	DVBE	
dalatorre@sbscorp.us	SBS CORPORATION		
shahrooz@rbrothersinc.com			
teresa@alvservicesinc.com	AMERICAN LADY VETS SERVICES INC	DVBE	
jlkenterprize@gmail.com	JLK ENTERPRISE INC	DVBE	
ms@mslarq.com	MS+LARQ		
Richard.Straub@straubinc.com	Straub Construction Inc.		
INFO@NETELECTRIC.BIZ	NET ELECTRIC, INC.	DBE	C-10 - Electrical Contractor
michele@cervus-inc.com	CERVUS INC	DVBE	B - General Building Contractor
kevin@pentagonsafety.com	Pentagon Building Group Inc.	DVBE	B - General Building Contractor
dtopp@scspecialty.com	SOUTH COAST SPECIALTY CONSTRUCTION		
DMD@DMDARCH.COM	MAC DONALD ARCHITECTS		
CMSC@custommodularservices.com			
gregshandelconst@yahoo.com	GREG SHANDEL CONSTUCTION		
ParagonGranite@Yahoo.com	PARAGON GRANITE, INC.		
Josiah@ramonapaving.com	Ramona Paving & Construction		A - General Engineering Contractor
joe@valleyironworks.com	VALLEY IRON WORKS INC		
BOB@KVSTRUCTURES.COM	KV STRUCTURES, INC.		
estimating@altenconstruction.com	Alten Construction, Inc.		A - General Engineering Contractor, B - General Building Contractor
mcollings@pacificstates.net	Pacific States Environmental Contractors, Inc.		
paydirtconstructioninc@gmail.com	Pay Dirt Construction, Inc.		
jkeene@cwdriver.com	Construction Manager â€“ C.W. Driver		
LAURA@EXPERTDRYWALL.NET	EXPERT DRYWALL SYSTEMS		
charles@bigpipemech.com	BIG PIPE MECHANICAL	DBE	C-34 - Pipeline Contractor, C-38 - Refrigeration Contractor
randy@k3mcorp.com	K3M CORP		
dlbrownconst@gmail.com			
arkconstruction@yahoo.com	ARK CONSTRUCTION		
conel@comcast.net	CHARLES KOPP INC DBA CONTINENTAL ELECTRIC		
gfarncroft@bridgewaycci.com	Bridgeway Civil Constructors, Inc.		
jacob@rjnconstruction.com	RJ Nichols Construction Inc.	DVBE	B - General Building Contractor
IMPERIALTSPLUMBING@GMAIL.COM	IMPERIAL T&S PLUMBING, INC.		
KURTSJENSEN@YAHOO.COM	COASTAL ROOFING		
dsmith@scc-smithconstruction.com	Smith Construction Company		
BENJAMIN@TERRAPINTECHNOLOGY.COM	TERRAPIN TECHNOLOGY GROUP		
ACUTABOVECONCRETE@MAIL.COM	A CUT ABOVE CONCRETE CUTTING		
rfaydude@gmail.com			
hc.construction.mail@gmail.com			
jduenas@gamacsi.com	GAMA CONTRACTING SERVICES, INC.		

Email Address	Company Name	Certification	Licenses
jetdriller@aol.com	JET DRILLING INC		
CARMEN@MATTCHLOR.COM	MATT CHLOR, INC.		
NICKSIERRASEALCOATING@GMAIL.COM	Sierra Seal Coating		
wecandigit@onemain.com	BOUTHILLIER CONSTRUCTION, INC	DBE	A - General Engineering Contractor, D - All D Licenses
estimating@rkenginc.com	RK Engineering		
RICH@WEAREONSITE.COM	ON-SITE COMMERCIAL SERVICES INC		
sunenvi@sbcglobal.net	SUN ENVIRONMENTAL ENGINEERING SVCS.		
efrantz@s2serm.com	SURF TO SNOW ENVIRONMENTAL RESOURCE MANAGEMENT INC		DVBE A - General Engineering Contractor
driscollelectric@yahoo.com	DRISCOLL ELECTRIC INC	DBE	C-10 - Electrical Contractor
la@LAcmgmt.com	ABAIR INC. DBA LA CONSTRUCTION MANAGEMENT		DBE B - General Building Contractor
reggiek50@gmail.com			
greg@gregangelo.com			
fballesteros@ELITEGLASSCO.COM	ELITE GLASS ENTERPRISE, INC.	DBE	B - General Building Contractor, C-17 - Glazing Contrac-
tor, C-23 - Ornamental Metal Contractor			
sayeri@earthlink.net	J & A MANAGEMENT		
VICKI@EAGLEELECT.COM	TERRY C. MORRIS ENTERPRISES, INC		
Customwoodfinishing@gmail.com	SOLIMANI,ARMAN		
tana@harrishoisting.com	HARRIS HOISTING	DBE	
quinlansf@yahoo.com	QUINLAN COMPANY		
Teresa.rothney@gcinc.com			
Brandon@semperfortisinc.com	SEMPER FORTIS	DVBE	A - General Engineering Contractor, B - General Building
Contractor			
sethparker91@yahoo.com	PACIFIC GARDEN & DESIGN		
vidimge@aol.com	Jack A. Cooper	DVBE	
abahbah@xleca.com			
STEVE.AGOR@SKANSKA.COM	SKANSKA		
tish@airfiltersupply.com	AIR FILTER SUPPLY		
MOLIVEIRA@STRATEGICMECH.COM	STRATEGIC MECHANICAL INC.		
hailu.keremo@gmail.com	HKT ENGINEERING, INC.	DBE	C-10 - Electrical Contractor
jcacciotti@hmhca.com	HMH		
kreilly@romerogc.com	ROMERO GENERAL CONSTRUCTION CORP.	DBE	A - General Engineering Contractor, B - General Building
Contractor, C-12 - Earthwork and Paving Contractors			
susan@susanleal.com			
bids@danco-group.com	Danco Builders		B - General Building Contractor
office@valleypetroleumequipment.net	VALLEY PETROLEUM EQUIPMENT INC		
dvillarreal@digitaltechnologies-inc.com	DIGITAL TECHNOLOGIES, INC.	DBE	C-7 - Low Voltage Systems Contractor
cfox@rpoyas.com			
SWFMANDO@GMAIL.COM	SALDANA WELDING AND FABRICATION		
estimating@americanpavingco.com	American Paving Co.		
Salponce7930@yahoo.com	Sgt Ponce Construction Inc	DVBE	B - General Building Contractor
nevarez.gabriel@yahoo.com	DESIGN BUILD ENGINEERING CONTRACTORS, INC.		DBE A - General Engineering Contractor, B - Gener-
al Building Contractor			
keagomez@yahoo.com	JMO CONSTRUCTION		
cacontractinggroup@gmail.com	Costa Azul Contracting Group	DVBE	
arsy214@gmail.com			
paul@joneshaydu.com	JONES:HAYDU dba JONES HAYDU INCORPORATED		
BOBBERRYJR@SBCGLOBAL.NET	R.J. BERRY JR., INC.		
sbrcfire@aol.com	FONTANA FIRE EQUIPMENT		
socalmarketing@burnsmcd.com	Burns & McDonnell		
Faye.alano@slurry.com	VSS International, Inc.		
sunrisegnp@gmail.com			
joe@securitypaving.com	Security Paving Company		
anthony@defreitaspipeline.com	DPI		
estimating@pomslandscaping.com	Poms Landscaping, Inc.		A - General Engineering Contractor, B - General Building
Contractor, C-27 - Landscaping Contractor			
service@remdoxcorp.com	Remdox Incorporated	DVBE	A - General Engineering Contractor, B - General Building
Contractor			
gwjr@bjjandjconsultant.com	BJJ&J CONSULTANT		
allphasesf@gmail.com	ALL PHASE ELECTRICAL		
TIM@JONESDBPAINTING.COM	DOUBLE BARREL PAINTING, INC		
jerrykccc@yahoo.com	KERN COUNTY CUSTOM CONCRETE	DBE	C-8 - Concrete Contractor
ampmtreeservice@gmail.com	Am/Pm Tree Service, Inc.		
d.casad@earthmech.com	Earth Mechanics, Inc.		
bids@bus.com	Bus.com		
sarah@JDAgeneralb.com	JHONICO AND ALEXANDER CONSTRUCTION INC.	DBE	B - General Building Contractor, C-9 - Drywall Contractor
efren_a@abratique.com	SAFEPROBE, INC.	DBE	A - General Engineering Contractor
john.kaeuper@jkcompany.net			
david@legionsolutions.com	Legion Solutions		
abili@deltechengineeringinc.com	DELTECH ENGINEERING, INC	DBE	A - General Engineering Contractor
pamelaowenadams@gmail.com			
scottmichaelinc@sbcglobal.net	SCOTT MICHAEL INC		
estimating@tennysonelec.com	TENNYSON ELECTRIC		
MARTIN@WESTNETCOMPANY.COM	WEST NET COMMERCIAL CONSTRUCTION		
ken.carrion@sdvservicesinc.com			
raymondleehayesjr@yahoo.com	RAYMOND LEE HAYES JR. CONSTRUCTION COMPANY		DBE A - General Engineering Contractor, B - Gener-
al Building Contractor			
mharren@michels.us			
Todd.Steele@acr-refrigeration.com			
BCHADWICK@MITCHELLCHADWICK.COM	MITCHELL & CHADWICK LLP		
tonyx@penaweb.com	Pena Grading and Demolition		
bob1@mclaughlin-air.com	R.D.L., INC.	DBE	B - General Building Contractor, C-2 - Insulation and
Acoustical Contractor, C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor, C-34 - Pipeline Contractor, C-38 - Refrigeration Contractor			
dirt.mover.gle@gmail.com	Good Life Engineering	DVBE	A - General Engineering Contractor

Email Address	Company Name	Certification	Licenses
dennis@tri-technic.com	Tri-Technic, Inc.		
jami@hampatrading.com	HAMPA CORPORATION		
olympospaintinc@gmail.com	OLYMPOS PAINTING INC.		
cyndi@tourmalineproperties.com	TOURMALINE PROPERTIES, INC.	DVBE	B - General Building Contractor
chris@patriotbuilds.com	PATRIOT CONSTRUCTION INC	DVBE	B - General Building Contractor
TCORNELL@CVCASEWORK.COM	CENTRAL VALLEY CASEWORK		
AlejandroAndrade31@yahoo.com	ALEJANDRO ANDRADE	DBE	
ffung@ed2intl.com	E D 2 INTERNATIONAL	DBE	A - General Engineering Contractor
Charliejr.cws@gmail.com	CWS Construction Group		A - General Engineering Contractor, B - General Building Contractor
debbie.dogger@excelacoustics.com	PETER H. DOGGER		
Venessa.gleich@aicccal.org	American Indian Chamber Education Fund PTAC		
Glenele@AltaCMGC.com	ALTA ENGINEERING GROUP, INC.	DBE	A - General Engineering Contractor, B - General Building Contractor
raul.carlos@ilbinc.com	ILB Electric		
bamesbury@QDconstruction.com	Q&D Construction		
jweaver@teichert.com	Teichert Energy & Utilities Group		
info@moorelectric-sd.com	MOOR ELECTRIC, INC	DBE	C-10 - Electrical Contractor
kuo.brigadeLA@gmail.com	Kuo Yang	DVBE	
norcalpump@yahoo.com	Nor-Cal Pump & Well Drilling, Inc.		
admin@smci-const.com	Steve Manning Construction		
pjuette@jmlandrestoration.com	J & M LAND RESTORATION, INC.	DBE	A - General Engineering Contractor
worldwide@wwcgc.com	WORLD WIDE CONSTRUCTION		
john.johnson@circlecityelectric.com	CIRCLE CITY ELECTRIC INC.		
steve@luckydogconstruction.com	LDC Millrights & Mechanical		
susan@scanderson.com	S.C. Anderson, Inc.		
scabaj@etssys.com		DBE	C-10 - Electrical Contractor, C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor
ADMINISTRATION@DC-TILE.COM	DC TILE CO		
karenturner@sjs-steel.com	SAN JOAQUIN STEEL CO INC		
abbigail@cpmlogistics.net	CPM LOGISTICS, LLC	DBE	B - General Building Contractor
jesus.ramirez@jxrconstructors.com	JXR CONSTRUCTORS INC		
hoa.w.vo@gmail.com		DBE	A - General Engineering Contractor, B - General Building Contractor, C-27 - Landscaping Contractor
ellabids@mail.com	ELLA		A - General Engineering Contractor, B - General Building Contractor, C-28 - Lock and Security Equipment Contractor, C-33 - Painting and Decorating Contractor
andy@steelstructuresinc.us	Steel Structures, Inc.		
dschmitt@sfinteriorsinc.com	DMS Drywall & Interior Systems Inc	DVBE	B - General Building Contractor
afmenviro@aol.com	A F M ENVIRONMENTAL INC.	DBE	A - General Engineering Contractor, B - General Building Contractor, C-21 - Building Moving/Demolition Contractor
tazautodetailing@gmail.com			
dadoduffy@aol.com	ODUFFY CONSTRUCTION		
greggpmech@yahoo.com	GP MECHANICAL		
Mpc.jmaher@gmail.com	Michael Paul Co, Inc.		
tipcoinc@aol.com	TIPCO ENGINEERING, INC	DBE	A - General Engineering Contractor, D - All D Licenses
JASON@MERCOZA.COM	MERCOZA		
sarah@hobstetterarch.com			
dgriffin@fanfainc.com	FANFA, INC.	DBE	A - General Engineering Contractor
hkhijazi@gmail.com			
alfredo@aapacificbuilders.com	AA PACIFIC BUILDERS		
drawalecs@gmail.com	ENVIRO COMPLIANCE SOLUTIONS INC.	DBE	A - General Engineering Contractor
crystal@cmctraffic.com	CMC TRAFFIC CONTROL SPECIALIST	DBE	A - General Engineering Contractor, C-31 - Construction Zone Traffic Control Contractor
cristina@safe2core.com	SAFE2CORE, INC.	DBE	D - All D Licenses
ASI.Scaffolds@gmail.com	JC SCAFFOLD SERVICES	DBE	D - All D Licenses
joe.rubio@bluenoseit.com	Bluenose Construction		
fennarc@aol.com	FENNARC STUDIO, INC.	DBE	A - General Engineering Contractor
segun@saaassociates.com	SAA ASSOCIATES	DBE	A - General Engineering Contractor
jlvplumbing82@yahoo.com	JLV, INC	DBE	C-34 - Pipeline Contractor, C-38 - Refrigeration Contractor
recsandiego@gmail.com	REC CONSTRUCTION SERVICES		
sales@p-r-o.com	Professional Refinishing Organization		
mario@sprintsigns.net	RiMar INC	DVBE	
n2electric@n2electric.com	N2 ELECTRIC INC		
Kristy.moyer@prideindustries.com	Pride Industries		
jim@wathomas.net	W.A. Thomas Company, Inc.		A - General Engineering Contractor, B - General Building Contractor
trgcimail@aol.com	TRI-R GENERAL CONTRACTORS, INC	DBE	B - General Building Contractor
oh.aranagroup@gmail.com	Arana Group		
tim@actionfiresystems.com	ACTION FIRE SYSTEMS CO INC		
lisa@baconplumbing.com			
rolf@gridconn.biz	THE GRID CONNECTION INC		
ACCOUNTING@WPNP.NET	W-PNP, INC.		
ALUSI@GSIGROUT.COM	GEOTECHNICAL STABILIZATION INC		
TIGERSAND916@GMAIL.COM	TIGER SAND & GRAVEL INC		
steven@rodconstruct.com	ROD TRANSPORT INC.	DBE	A - General Engineering Contractor
cindymorello@yahoo.com	MORELLO CONCRETE CONSTRUCTION, INC.		
sam@mallardinc.com	MALLARD CONSTRUCTION INC	DVBE	B - General Building Contractor
aagusel@gmail.com	Azuma Tech Systems Inc	DVBE	
pattyf@wildblue.net	FERRAVANTI GRADING		
BIDS@PIPEANDPLANT.COM	PIPE AND PLANT SOLUTIONS, INC.		
mark@tommayo.net	TOM MAYO CONSTRUCTION		
psaleen@wmlylesco.com	W.M. Lyles Co.		
mparres@dlimechanical.com	DANIEL LARRATT PLUMBING INC.		
tsiu@tsiuassociates.com	tsi associates		

Email Address	Company Name	Certification	Licenses
GREENCON@VERIZON.NET	GREEN CONSTRUCTION, INC.		
biruksf@yahoo.com			
streamlinepainting18@yahoo.com	StreamLine Painting Ent.		
dkenz@swfp.com			
kar@rprarchitects.com	RPR ARCHITECTS	DBE	A - General Engineering Contractor
colonel.papa@att.net	JOHN T CORRAL	DBE, DVBE	B - General Building Contractor
ronda@designsbydecor.com	DECOR INTERIOR DESIGN, INC.	DBE	D - All D Licenses
TDREED@TDRHVAC.COM	TDR ENTERPRISE		
Jalvarado@g2construction.com	G2 CONSTRUCTION INC.	DBE	A - General Engineering Contractor
samson@borja-enc.com	BORJA ENGINEERING & CONSTRUCTION INC	DVBE	B - General Building Contractor
shsabogal@acciona.com	Associate Consultants Inc.		
vdenisebradley@yahoo.com	DENISE BRADLEY, dba DENISE BRADLEY CONSULTING		
jamescuevas@jjcpmg.com	JJC PROJECT MANAGEMENT GROUP INC		
chuck@littensbackhoe.com	Littenâ€™s Backhoe service inc		
tyrrellresources@sbcglobal.net	TYRRELL RESOURCES, INC.	DBE	D - All D Licenses
bgoldstein@hydroce.com			
michaeldmi123@gmail.com	Dorfmeier Masonry Inc.		
greenmeadows6572@att.net			
dcjdrivingsuccessively@gmail.com			
franknsonpaving@yahoo.com	Frank and Son Paving, Inc.		A - General Engineering Contractor, C-12 - Earthwork and Paving Contractors
billykim@mikinc.us	MIK CONSTRUCTION INC		
johnny@wccable.com	West Coast Cable, Inc.		
mjmcvey@verizon.net	ARROW SIGNS HC INC	DVBE	
borderparking@gmail.com			
rgonzales@westernerectors.net	Western Steel Erectors, Inc.		C-51 - Structural Steel Contractor
cdljohn@yahoo.com	J&L CONSTRUCTION		
cotconst@gmail.com	CO-T CONSTRUCTION INC	DVBE	A - General Engineering Contractor, B - General Building Contractor
nancy@ugeecs.com	UGE & ECS, INC.	DBE	A - General Engineering Contractor
RJONES@SBSCORP.US			
victorl@roebbelen.com	Victor		
coolmkl@sbcglobal.net	GILBERT LEE CONSTRUCTION, INC.		
kevinwce@att.net	WEST COAST ENVIRONMENTAL		
RobertPuga@concutint.com	ARS CONSTRUCTION SERVICES INC. DBA CONCRETE CUTTING INT'L	DBE	A - General Engineering Contractor, B - General Building Contractor, D - All D Licenses
alfonso.manrique@am-ce.com	AM CONSULTING ENGINEERS, INC.	DBE	A - General Engineering Contractor
STATEELEC@GMAIL.COM	STATE ELECTRIC INC		
ec.thompson.construction@gmail.com	EVERETT C. THOMPSON CONSTRUCTION	DBE	A - General Engineering Contractor
LOrtuno@AYMCO.net	AYMCO CONSTRUCTION, INC	DBE	B - General Building Contractor
vijay@expref.com			
monique@cmconstructionservices.com	CM CONSTRUCTION SERVICES, INC	DBE	B - General Building Contractor
davidr@concoring.com	Concrete Coring Company		
brittany.mcnamee@barnard-inc.com	Barnard		
dspann@norpacdrywall.com	NORTHERN PACIFIC DRYWALL, INC		
rplattase@yahoo.com	All Service Electric Company, Inc.		
randyh@corneroffice.com			
ANNA@BELLISSTEEL.COM	BELLIS STEEL CO INC		
ssuper_nice@hotmail.com			
earl@condor-inc.com	Condor, Inc.		A - General Engineering Contractor, B - General Building Contractor, C-53 - Swimming Pool Contractor
phil@matlockdb.com	Matlock Design Build		
kterry@agllandscapes.com	AGL LANDSCAPES INC		
yazmin@horizonscci.com			
sean@irishexcavation.com	Irish Excavation		
ostcranes@aol.com	OST TRUCKS AND CRANES, INC.	MBE, WBE	A - General Engineering Contractor
korinek@sbcglobal.net	WATERTIGHT RESTORATION INC		
plcvet94@gmail.com	Paul E Leininger Construction	DVBE	B - General Building Contractor
mdlalucci@gmail.com	MDL UNIVERSAL CONTRACTING, LLC		
ddevries@tcco.com	Turner Construction Company		
CAMERON@SAMRHODESINC.COM	S.A.M. RHODES, INC.		
nafisint@aol.com	NAFIS INTERNATIONAL CORP		
jundynamic@aol.com	DYNAMIC CONTRACTING SERVICES, INC.	DBE	B - General Building Contractor, C-10 - Electrical Contractor
tom@constructionassistant.com	Tom McGilnley General Contractor		
sheila.higgins@towill.com	Towill, Inc.		
menifeeroofing@yahoo.com	R&R ROOFING		
CLTECH0703@GMAIL.COM	C L TECH CONSTRUCTION		
ddelrio1238@gmail.com	California Quality Floors	DVBE	
rricopainting@aol.com	RICO INC	DBE	B - General Building Contractor
yashasonline@att.net	YASHA'S		
davidscustompainting@comcast.net	David's Custom Painting		
ray.duran@sbcglobal.net	DURAN CONSTRUCTION GROUP		
lee'o@ironsidesconstruction.com	Old Ironsides Construction, Inc	DVBE	B - General Building Contractor
smcdevitt@mckinc.net	MCK Americas, Inc.		
trevor@c2rengineering.com	C2R Engineering Inc		
zolghadr.shayan@gmail.com			
deivconstruction@gmail.com	DEIV CONSTRUCTION	DBE	A - General Engineering Contractor, B - General Building Contractor
joea@trispaninc.com	TRI SPAN, INC.	DBE	A - General Engineering Contractor, B - General Building Contractor, C-10 - Electrical Contractor, C-21 - Building Moving/Demolition Contractor
dcarrigan@yourgreensource.net			
george@earthwisedemo.com	EARTHWISE DEMOLITION & ABATEMENT CORP	DVBE	
advancedgeneng@gmail.com	Advanced Concrete		

Email Address	Company Name	Certification	Licenses
accounting@jcmetals.com	TOM'S METAL SPECIALIST INC	DBE	B - General Building Contractor, C-23 - Ornamental Metal Contractor
joehiti@epicengineering.com	Epic Engineering, LLC		
tchee@TCLStudio.net	TINA CHEE LANDSCAPE STUDIO	DBE	A - General Engineering Contractor
jescobar@lasignal.com	Los Angeles Signal Construction		
BRIAN@STRHOADESINC.COM			
kelli@bearscaffold.com	Bear Scaffold and Services		C-2 - Insulation and Acoustical Contractor, C-35 - Lathing and Plastering Contractor, C-61 - Limited Specialty
heidi@mobilewelderguy.com	Mark A. Kartchner	DVBE	
ryan@2hconstruction.com	2H Construction, Inc.		
Adam.sass@graybar.com	Graybar Electric		
pdownsjr@gmail.com	Lidoli, Corp.	DVBE	B - General Building Contractor
DENNIS@POLARSERVICE.COM	POLAR SERVICE CO		
paul@eplumbingsolutions.com			
greg@buildxgroup.com	BUILDXGROUP, INC.	DVBE	B - General Building Contractor
bids@perimetersecuritygroup.com	Perimeter Security Group, LLC		
rmlpaving@sbcglobal.net	RML PAVING		
rjveach@datatelcontractors.com	DATA-TEL CONTRACTORS INC		
northfalconelectric@yahoo.com	North Falcon Electric		
jvargas@internationalimagesinc.com	INTERNATIONAL IMAGES, INC.		
ASTROPNT@YAHOO.COM	ASTRO PAINTING CO.		
drsmarine@aol.com	D R S MARINE INC		
diane@farwestcorrosion.com			
peterspaving@mac.com	PETERS PAVING & GRADING INC		
VICMZAMORA@DDESIGNCOM.COM			
VallejoAdmin@crusaderfence.com	crusader fence		
Brian@coastalbuildinggrp.com	COASTAL BUILDING GROUP, INC	DVBE	B - General Building Contractor
joesmcp@aol.com	MID CAL PIPELINE & UTILITIES INC		
DSDOMINGUEZ@EARTHLINK.NET	DISTINCTIVE CONSTRUCTION		
swalsh@flexground.com	FLEXGROUND SURFACES, INC.		
Dawna@PeridotEngineering.com	PERIDOT CONSTRUCTION	DBE	A - General Engineering Contractor
jrhee@YungArchitects.net	YUNG ARCHITECTS	DBE	A - General Engineering Contractor
GENE@AVIARYMGTPROS.COM	AVIARY MANAGEMENT		
FrankEatmon@juno.com	XTREME CABLE & ELECTRIC LLC	DBE	C-7 - Low Voltage Systems Contractor, C-10 - Electrical Contractor
tinocencio@brosamerwall.com			
KIMEXCAVATE@ATT.NET	KIM MARRS EXCAVATION		
aglazier@msconstruction.com	MS Construction		
andersonroofingsf@yahoo.com	ANDERSON ROOFING		
estimating@cctcom.net	Cal Coast Telecom		C-7 - Low Voltage Systems Contractor
eric@santaclaritaconcrete.com	SANTA CLARITA CONCRETE		
staracemechanicalmain@gmail.com	MARTINO STARACE JR		
cdavis@interstaterestoration.com	Interstate Restoration Group		
lubaw@lcwconsulting.com			
bryancoastalme@gmail.com	Coastal Mountain Electric		
cclark@bellproducts.com	Bell Products, Inc		A - General Engineering Contractor, B - General Building Contractor, C-4 - Boiler, Hot Water Heating and Steam Fitting Contractor, C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor, C-36 - Plumbing Contractor, C-43 - Sheet Metal Contractor
mansfieldmansfield380@yahoo.com			
bob@remccollum.com	R E MCCOLLUM CONSTRUCTION INC		
sboneso@bonesobrothers.com	BONESO BROTHERS CONST		
dcosta@tcco.com	Turner Construction Company		
don@dspjanitorial.com		DBE	C - Specialty Contractor
GCBUILDERS137@YAHOO.COM	GC BUILDERS		
ela@dvpave.com	Duran and Venables, Inc.		A - General Engineering Contractor, HAZ - Hazardous Substance Removal Certification

From: Latino, Steven
To: Holly Duke
Cc: Gundlach, Sherrie; Desiree Martinez; John Gust
Subject: RE: EXTERNAL: RE: CVAG Blowsands/Flooding RFP
Date: Wednesday, August 3, 2022 2:48:10 PM

Holly,

Thanks for getting back to me so soon. Yes, cultural and paleontological would be your scope.

Steven Latino, P.E., T.E. | Associate Vice President/Department Manager - Transportation/Public Works
75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211 | [D] 760-776-6145 | [M] 951-252-4916
steven.latino@mbakerintl.com | www.mbakerintl.com



From: Holly Duke <HDuke@cogstone.com>
Sent: Wednesday, August 3, 2022 2:41 PM
To: Latino, Steven <Steven.Latino@mbakerintl.com>
Cc: Gundlach, Sherrie <SRG@mbakerintl.com>; Desiree Martinez <DMartinez@cogstone.com>; John Gust <jgust@cogstone.com>
Subject: EXTERNAL: RE: CVAG Blowsands/Flooding RFP

Hi Steven,

Thank you for the invite – we would love to team! I can have the materials you requested back to you by COB Friday or sooner. Just to confirm – should we include cultural and paleontological resources services in our scope?

Thank you!

Holly Duke, BA
Marketing Manager | Archaeologist

Cogstone Resource Management
1518 W Taft Ave Orange, CA 92865
714-974-8300 office | 562-416-3164 cell
hduke@cogstone.com www.cogstone.com
Field Offices in San Diego, Riverside, Morro Bay, Sacramento, Arizona

We tell the stories of ancient life and human cultures both to promote an appreciation of the past and relevance to the future.™

From: Latino, Steven <Steven.Latino@mbakerintl.com>
Sent: Wednesday, August 3, 2022 12:37 PM
To: Desiree Martinez <DMartinez@cogstone.com>; John Gust <jgust@cogstone.com>
Cc: Gundlach, Sherrie <SRG@mbakerintl.com>
Subject: CVAG Blowsands/Flooding RFP

Desiree/John,

I wanted to reach out on the subject proposal, and I know this is last minute, but I wanted to see if you possibly wanted to team up on it and provide Cultural Resources as part of the Environmental phase. The proposal is for 3 bridge locations and Michael Baker had prepared the feasibility study. CVAG has extended the deadline in order to allow for a little more time; however, it is tight with everything going on. The proposal would be due on 8/16; however, since I am using a proposal support team, they want a draft by this Friday. So, if you are interested in joining, I would need to have your marketing materials (i.e. logo, firm description, key team member resumes) as well as the written section of your work by Friday. Fees can follow afterword.

Please confirm receipt and if you are interested in teaming. I am pretty booked up in meetings, but if you would like to discuss I can be available late this afternoon. Attached is the request information from our proposal team as well as a link to the edited CVAG materials that reference the three specific crossings.

Link to attachments: https://eFTP.mbakerintl.com/message/xVazFCmY489DC0xvXf8fse

Steven Latino, P.E., T.E. | Associate Vice President/Department Manager - Transportation/Public Works
75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211 | [D] 760-776-6145 | [M] 951-252-4916
steven.latino@mbakerintl.com | www.mbakerintl.com

From: Latino, Steven
To: Gundlach, Sherrie
Subject: FW: CVAG Blowsand RFP
Date: Wednesday, August 3, 2022 12:39:53 PM
Attachments: Michael Baker - Subconsultant RFI - CVAG Blowsand Improvements.zip
image001.png

Another one for your DBE records.

Steven Latino, P.E., T.E. | Associate Vice President/Department Manager - Transportation/Public Works
75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211 | [D] 760-776-6145 | [M] 951-252-4916
steven.latino@mbakerintl.com | www.mbakerintl.com



From: Latino, Steven
Sent: Sunday, July 31, 2022 10:59 PM
To: Alaheswaran Thurairajah <A.Thurairajah@earthmech.com>; Denise Casad <D.Casad@earthmech.com>
Cc: Harden, Chad <CHARDEN@mbakerintl.com>
Subject: CVAG Blowsand RFP

Alahesh,

I need a miracle, and I apologize in advance for this being so last minute. , I am working on this CVAG Blowsand RFP….which, long story short we were on again, off again and on again. We were able to get CVAG to give us an extension; however, this is now due on 8/16. Long story short, after we received this on Friday, I went into scramble mode because I have to pull together a proposal by 8/5 so our proposal team can pull this bad boy together. Long story short, I wanted to reach out and see if you wanted to partner up on this one.

If you are interested I will need you for Geotechnical Support. This one has Contech providing structural support (pre-fab). I would like to try to get a call with you, Chad from our team and possibly Contech since we need to nail this down quickly. Since we have to get things into our team to format it and get it pulled together, if you are interested in joining, I would focus on the scope and send me your marketing materials (resumes/logos/etc). My proposal manager put together an RFI, which is attached. We can get the fees and forms after this week; however, if you can get me this info by Friday it would be a HUGE appreciation.

Steven Latino, P.E., T.E. | Associate Vice President/Department Manager - Transportation/Public Works
75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211 | [D] 760-776-6145 | [M] 951-252-4916
steven.latino@mbakerintl.com | www.mbakerintl.com



From: Alaheswaran Thurairajah <A.Thurairajah@earthmech.com>
Sent: Sunday, July 17, 2022 6:22 AM
To: Latino, Steven <Steven.Latino@mbakerintl.com>; Denise Casad <D.Casad@earthmech.com>
Subject: RE: EXTERNAL: San Bernardino County On-Call

Hi Steven,

We are OK with your rate sheet.

As you can see in attached rate sheet there's a dollar off due to different rounding in some places, but you can go with what you have if it's easier for you.

Thanks,

Alahesh

From: Latino, Steven <Steven.Latino@mbakerintl.com>
Sent: Saturday, July 16, 2022 12:00 AM
To: Denise Casad <D.Casad@earthmech.com>
Cc: Alaheswaran Thurairajah <A.Thurairajah@earthmech.com>
Subject: RE: EXTERNAL: San Bernardino County On-Call

Denise/Alahesh,

The County is finally moving forward with the on-call agreements…which seems like this was forever ago. I need to include 2026/2027 in your rate sheet, so I went through and extrapolated your numbers out another year.

Can you please confirm you are ok with this? I need to submit this on Monday back to the County. Sorry for it being so last minute, they didn't give us very much time to respond back. Thanks.

Earth Mechanics, Inc.
Geotechnical & Earthquake Engineering

Fee Proposal Sheet

	Hourly Rates					
Title	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Principals	$ 293.00	$ 308.00	$ 323.00	$ 339.00	$ 356.00	$ 374.00
Principal Engineers/Geologists	$ 293.00	$ 308.00	$ 323.00	$ 339.00	$ 356.00	$ 374.00
Senior Engineers/Geologists	$ 219.00	$ 230.00	$ 242.00	$ 254.00	$ 267.00	$ 281.00
Sr. Project Engineers/Geologists	$ 166.00	$ 174.00	$ 183.00	$ 192.00	$ 202.00	$ 213.00
Project Engineers/Geologists	$ 174.00	$ 183.00	$ 192.00	$ 202.00	$ 212.00	$ 223.00
Senior Staff Engineers/Geologists	$ 150.00	$ 158.00	$ 166.00	$ 174.00	$ 183.00	$ 193.00
Staff Engineers/Geologists	$ 119.00	$ 125.00	$ 131.00	$ 138.00	$ 145.00	$ 153.00
Senior Technicians	$ 147.00	$ 154.00	$ 162.00	$ 170.00	$ 179.00	$ 189.00
Technicians	$ 73.00	$ 77.00	$ 81.00	$ 85.00	$ 89.00	$ 94.00
Administrative Assistants	$ 121.00	$ 127.00	$ 133.00	$ 140.00	$ 147.00	$ 155.00

Other Direct Costs	Rate
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost

Steven Latino, P.E., T.E. | Associate Vice President/Department Manager - Transportation/Public Works
75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211 | [D] 760-776-6145 | [M] 951-252-4916
steven.latino@mbakerintl.com | www.mbakerintl.com

From: Denise Casad <D.Casad@earthmech.com>
Sent: Friday, December 3, 2021 11:28 PM
To: Gundlach, Sherrie <SRG@mbakerintl.com>
Cc: Latino, Steven <Steven.Latino@mbakerintl.com>; Alaheswaran Thurairajah <A.Thurairajah@earthmech.com>
Subject: EXTERNAL: San Bernardino County On-Call

Hi Sherrie,

Per your email to Alahesh, I have attached the information you requested. We are finalizing the rate sheet and will send it separately. Please let me know if you need any modifications or additional information.

Best regards,
Denise

Denise Casad
EARTH MECHANICS, INC.
Phone: (714) 751-3826 ext. 101
Cell: (714) 287-5453

From: Latino, Steven
To: Gundlach, Sherrie
Subject: FW: EXTERNAL: RE: CVAG Flooding and Blowsand RFP
Date: Wednesday, August 3, 2022 11:39:40 AM
Attachments: Michael Baker - Subconsultant RFI - CVAG Blowsand Improvements.zip

---

For your DBE documentation.

Steven Latino, P.E., T.E. | Associate Vice President/Department Manager - Transportation/Public Works
75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211 | [D] 760-776-6145 | [M] 951-252-4916
steven.latino@mbakerintl.com | www.mbakerintl.com



From: Latino, Steven
Sent: Tuesday, August 2, 2022 10:28 AM
To: Juan Hernandez <juan@hernandezenvironmental.com>; Riggs, Shelah <Shelah.Riggs@mbakerintl.com>; Shawn Gatchel-Hernandez <shawn@hernandezenvironmental.com>
Cc: Popp, Arthur <Arthur.Popp@mbakerintl.com>
Subject: RE: EXTERNAL: RE: CVAG Flooding and Blowsand RFP

Good Morning Juan,

Thanks for joining the MBI team. Unfortunately, this one is a bit of a quick turnaround, so I have attached our proposal teams RFI as well as a link below to the CVAG attachments edited down to the three locations in question. With the proposal due on 8/16, our proposal team wants our draft write up to them this Friday 8/5 to give them time to assemble the proposal and get it out for review.

With that said, if you can send me marketing materials (logo, resumes, firm description) as well as your written scope that would be great. I would say fee can come later. Please let me know if you have any questions, and I can be available for a call.

Link to attachments: https://eFTP.mbakerintl.com/message/xVazFCmY489DC0xvXf8fse

Thanks again!

Steven Latino, P.E., T.E. | Associate Vice President/Department Manager - Transportation/Public Works
75-410 Gerald Ford Drive, Suite 100 | Palm Desert, CA 92211 | [D] 760-776-6145 | [M] 951-252-4916

steven.latino@mbakerintl.com | www.mbakerintl.com

From: Juan Hernandez <juan@hernandezenvironmental.com>
Sent: Tuesday, August 2, 2022 9:48 AM
To: Riggs, Shelah <Shelah.Riggs@mbakerintl.com>; Shawn Gatchel-Hernandez <shawn@hernandezenvironmental.com>
Cc: Latino, Steven <Steven.Latino@mbakerintl.com>; Popp, Arthur <Arthur.Popp@mbakerintl.com>
Subject: EXTERNAL: RE: CVAG Flooding and Blowsand RFP

Good morning Shelah! Hope all is well.

Yes, definitely interested. Thank you for thinking of us. Send the info and we will get you what you need.

Thank you Shelah.

Juan J. Hernandez
Principal Biologist

Hernandez Environmental Services
Environmental Compliance Solutions

17037 Lakeshore Drive
Lake Elsinore, CA 92530
Office: (951) 579-1657
Cell: (909) 772-9009
Fax: (951) 389-3104

www.HernandezEnvironmental.com

Hernandez Environmental Services
BIOLOGY & ENVIRONMENTAL COMPLIANCE SOLUTIONS

From: Riggs, Shelah <Shelah.Riggs@mbakerintl.com>
Sent: Tuesday, August 2, 2022 9:44 AM

To: Juan Hernandez <juan@hernandezenvironmental.com>; Shawn Gatchel-Hernandez <shawn@hernandezenvironmental.com>
Cc: Latino, Steven <Steven.Latino@mbakerintl.com>; Popp, Arthur <Arthur.Popp@mbakerintl.com>
Subject: CVAG Flooding and Blowsand RFP
Importance: High

Hello Juan,

I have cc'ed Steve Latino and Art Popp on this email to introduce you. We are pursuing the CVAG blowsand project RFP and wanted to see if you would be interested in being on our team – there is a 14% DBE requirement, which we would satisfy mostly with your firm's work.

Steve will forward your info to our marketing team so that they can get all the info from you that we need. I have attached the RFP and an addendum was received that pushes out the submittal date – marketing can provide a schedule for receipt of your input. See attached RFP, Section II Scope of Work, item 3:

Environmental Review, Coordination, Design and Permitting SCOPE OF WORK - *The consultant shall be responsible for necessary special environmental studies and permits and preparing the necessary National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents to satisfy the requirements of the project funded through the Federal Highway Administration's Highway Bridge Program (HBP). These tasks are expected to include, at a minimum: Environmental Field Review; Environmental Review for CEQA, NEPA and all required Technical Studies; Section 401 Water Quality Certification or waiver; Consultation with the US Fish & Wildlife Service (USFWS) will require USFWS concurrence with the proposed project mitigation, and to render an opinion that the project is not likely to adversely affect threatened or endangered species; Coordination with review and permitting agencies.*

Project Description: The project would construction 3 bridges over the Whitewater River in Palm Springs, Desert Hot Springs and county lands located in the western Coachella Valley consisting of improving the local agencies roads and
bridges/culvert on the above-mentioned roads segments. Bridge/Culvert Structures shall be designed to convey 100-year flood events at White Water River, Chino Canyon Creek, Willow Wash, Long Canyon Wash crossings. The roads shall include bike lanes and other mitigation measure improvements for blowsand mitigation. The proposed improvements shall meet federal and state standards and requirements. The 3 segments are: INDIAN CANYON DRIVE (From Sunrise Parkway to Palm Station Road, INCN7); VARNER ROAD (From Mountain View Road to Date Palm Drive, VRNR2); and DATE PALM DRIVE (From I-10 to Varner Road, DPLM5).

Michael Baker prepared the feasibility study for the initial phase in 2020 and so we think we have a great shot at this.

Thanks!

Shelah Riggs | Senior Project Manager

3536 Concours, Suite 100 | Ontario, CA 91764 | [O] 909-589-2167 | [M] 909-419-4268
shelah.riggs@mbakerintl.com | www.mbakerintl.com



California Unified Certification Program

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Search Parameters

Certifications	** Disadvantaged Business Enterprise (DBE) **
Business Description	**Cultural**
State	**CA**
County	**Los Angeles, Riverside, San Bernardino, San Diego**
Work Districts/Regions	**Riverside, San Bernardino**

California Unified Certification Program Certified Directory

Fill Good LLC DBA Fill Good Landscaping

Owner: **Srividya Krishnan**
Email: **sri@wefillgood.com**
Phone: **909-215-0260**
Fax: **909-396-7329**
Website: **http://https://www.wefillgood.com**
Physical Address: **1401 Bodega Way Unit 1 Diamond Bar, CA 91765**
Mailing Address: **PO Box 5741 Diamond Bar, CA 91765**
Ethnicity: **Subcontinent Asian American**
Gender: **Female**
Certifying Agency: **Metro**
Cert Type: **DBE**
Capability: **Landscaping and horticultural firm**
Commodity Codes: **221310 - Water Supply and Irrigation Systems; 541690 - Horticultural consulting services; 561730 - Landscaping Services; 621610 - Home Health Care Services**
County: **Los Angeles**
CUCP Public Directory Certification Number: **50817**

JTL Consultants, LLC DBA N/A

Owner: **Jeannine Lubeshkoff**
Email: **info@JTLconsultants.com**
Phone: **626-358-5690**
Fax: **626-358-5692**
Website: **http://jtlconsultants.com**
Physical Address: **952 Buena Vista Street Duarte, CA 91010**
Mailing Address: **952 Buena Vista Street Duarte, CA 91010**
Ethnicity: **Caucasian**
Gender: **Female**
Certifying Agency: **Metro**
Cert Type: **DBE**
Capability: **Environmental consulting services, specializing in arboricultural**
Commodity Codes: **541620 - Environmental consulting services; 541715 - Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology); 561730 - Arborist services**
County: **Los Angeles**
CUCP Public Directory Certification Number: **N/A**

Kizh Nation Resources Management DBA Tribal Cultural Resource Consultants

Owner: **Andrew Salas**
Email: **admin@knrm-nsn.us**
Phone: **626-521-5827**
Fax: **626-521-5827**
Website: **http://www.knrm-nsn.us**
Physical Address: **910 N. Citrus Ave Covina CA, CA 91722**
Mailing Address: **910 N. Citrus Ave Covina, CA 91722**
Ethnicity: **Hispanic American**
Gender: **Male**
Certifying Agency: **Metro**
Cert Type: **DBE**
Capability: **Environmental consulting for cultural, natural and palenotological**
Commodity Codes: **541620 - Environmental consulting services; 541690 - Other Scientific and Technical Consulting Services; 541990 - All Other Professional, Scientific, and Technical Services**
County: **Los Angeles**
CUCP Public Directory Certification Number: **44791**

PETRA PRODUCTS, INC DBA PETRA RESOURCE MANAGEMENT

Owner: **Sherri Andrews**
Email: **sandrews@petra-rm.com**
Phone: **949-697-6667**
Fax:
Website: **http://www.petra-rm.com**
Physical Address: **8555 Aero Dr #206 San Diego, CA 92123**
Mailing Address: **7287 Las Plumas Ln Tujunga, CA 91042**
Ethnicity: **Caucasian**
Gender: **Female**
Certifying Agency: **Metro**
Cert Type: **DBE**
Capability: **Cultural resource management, archaeology and historical compliance.**
Commodity Codes: **541620 - Environmental consulting services; 541720 - Research and Development in the Social Sciences and Humanities; 541990 - All Other Professional, Scientific, and Technical Services; 712120 - Archeological sites (i.e., public display); 712120 - Historical sites**
County: **San Diego**
CUCP Public Directory Certification Number: **50920**

California Unified Certification Program

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Search Parameters

Certifications	** Disadvantaged Business Enterprise (DBE) **
Business Description	**Geotech**
State	**CA**
County	**Los Angeles, Riverside, San Bernardino, San Diego**
Work Districts/Regions	**Riverside, San Bernardino**

California Unified Certification Program Certified Directory

AP Engineering and Testing, Inc.

Owner: **Justin Phukunhaphan**
Email: **justin@aplaboratory.com**
Phone: **909-869-6316**
Fax: **909-869-6318**
Website: **http://www.aplaboratory.com**
Physical Address: **2607 POMONA BOULEVARD POMONA, CA 91768**
Mailing Address: **2607 POMONA BOULEVARD POMONA, CA 91768**
Ethnicity: **Asian-Pacific American**
Gender: **Male**
Certifying Agency: **Metro**
Cert Type: **DBE**
Capability: **Geotechnical Engineering Services and Testing**
Commodity Codes: **541330 - Engineering services; 541380 - Testing Laboratories and Services**
County: **Los Angeles**
CUCP Public Directory Certification Number: **33877**

Gregg Drilling, LLC DBA Owned by Sealaska Corporation

Owner: **Tim Boyd**
Email: **kcabal@greggdrilling.com**
Phone: **562-427-6899**
Fax: **562-427-3314**
Website: **http://www.greggdrilling.com**
Physical Address: **2726 Walnut Avenue Signal Hill, CA 90755**
Mailing Address: **2726 Walnut Avenue Signal Hill, CA 90755**
Ethnicity: **Black American**
Gender: **Male**
Certifying Agency: **Metro**
Cert Type: **DBE**
Capability: **Geotechnical, Environmental and Marine Site Investigation Contractor**
Commodity Codes: **237110 - Water and Sewer Line and Related Structures Construction; 562910 - Remediation Services**
County: **Los Angeles**
CUCP Public Directory Certification Number: **51016**

Terramar Environmental Consulting DBA Terramar Environmental Consulting

Owner: **Jennifer Morton**
Email: **geologyjen@gmail.com**
Phone: **760-715-3154**
Fax:
Website: **http://https://www.terramar-environmental.com/**
Physical Address: **114 W D St Unit 110 Encinitas, CA 92024**
Mailing Address: **114 W D St Unit 110 Encinitas, CA 92024**
Ethnicity: **Hispanic American**
Gender: **Female**
Certifying Agency: **Metro**
Cert Type: **DBE**
Capability: **Geotechnical environmental Consulting**
Commodity Codes: **541360 - Geophysical Surveying and Mapping Services; 541620 - Environmental consulting services; 541715 - Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)**
County: **San Diego**
CUCP Public Directory Certification Number: **49244**

Veteran Drilling

Owner: **Frank Stolfi**
Email: **frank@veterandrilling.com**
Phone: **714-863-0988**
Fax:
Website: **http://www.veterandrilling.com**
Physical Address: **2355 Vista Ridge Circle suite b Norco, CA 92860**
Mailing Address: **2355 Vista Ridge Circle suite b Norco, CA 92860**
Ethnicity: **Hispanic American**
Gender: **Male**
Certifying Agency: **Caltrans**
Cert Type: **DBE**
Capability: **We provide environmental and geotechnical drilling, high resolution site characterization tools, membrane interface probe (MIP), hydraulic profiling tool (HPT) electrical conductivity (EC), MIHPT, soil sampling, groundwater sampling, vapor sampling, well installation, cone penetrometer testing (CPT), seismic testing.**
Commodity Codes: **213111 - Service well drilling on a contract basis; 541380 - Testing Laboratories and Services; C7600 - DEVELOP, TEST, DRILL, MAINTAIN WELLS; C8723 - Materials Testing Services**
County: **Riverside**
CUCP Public Directory Certification Number: **50636**

California Unified Certification Program

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Search Parameters

Certifications	** Disadvantaged Business Enterprise (DBE) **
Business Description	**Right of Way**
State	**CA**
County	**Los Angeles, Riverside, San Bernardino, San Diego**
Work Districts/Regions	**Riverside, San Bernardino**

California Unified Certification Program Certified Directory

16th & G Agency, Corp DBA The ROW Company

Owner	Email	Phone	Fax	Website	Physical Address
Michael Romo	**info@rightofwayco.com**	**909-754-6310**	**909-754-6310**	**http://www.rightofwayco.com**	**1130 E Green St Pasadena, CA 91106**

Mailing Address	Ethnicity	Gender	Certifying Agency	Cert Type	Capability
1130 E Green St Pasadena, CA 91106	**Hispanic American**	**Male**	**Metro**	**DBE**	**Right of way consulting and real estate activities.**

Commodity Codes
531210 - Offices of Real Estate Agents and Brokers; 531390 - Other Activities Related to Real Estate

County
Los Angeles

CUCP Public Directory Certification Number
47336

Romo Acquisition & Relocation Services, LLC

Owner	Email	Phone	Fax	Physical Address	Mailing Address
Rudy M. Romo	**rudromo@aol.com**	**951-237-4680**	**866-261-5578**	**5585 Pacific Coast Hwy Long Beach, CA 90804**	**5585 Pacific Coast Hwy Long Beach, CA 90804**

Ethnicity	Gender	Certifying Agency	Cert Type	Capability
Hispanic American	**Male**	**Metro**	**DBE**	**Real estate broker and right of way related services**

Commodity Codes
531210 - Offices of Real Estate Agents and Brokers; 531390 - Other Activities Related to Real Estate

County
Los Angeles

CUCP Public Directory Certification Number
48455

Michael Baker
INTERNATIONAL

We Make a Difference

MICHAEL BAKER INTERNATIONAL
75-410 Gerald Ford Drive · Suite 100
Palm Desert, CA 92211

PROFESSIONAL SERVICES AGREEMENT



For

WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND ROAD IMPROVEMENT PROJECT, PHASE ONE
ON
INDIAN CANYON DRIVE
VARNER ROAD
DATE PALM DRIVE

CVAG PROJECT NUMBER: _____

Between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

And

Michael Baker International (MBI)

To Provide Planning, Environmental, Design, and Engineering Services

CVAG/MBI Planning, Environmental, Design, and Engineering Services
WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND ROAD IMPROVEMENT PROJECT, PHASE ONE

TABLE OF CONTENTS

Article	Subject	Page
Article I	Introduction	2
Article II	Statement of Work	3
Article III	Consultant's Reports or Meetings	4
Article IV	Performance Period	5
Article V	Allowable Costs and Payments	5
Article VI	Termination	5
Article VII	Cost Principles and Administrative Requirements	6
Article VIII	Retention of Records/Audit	6
Article IX	Audit Review Procedures	6
Article X	Subcontracting	7
Article XI	Equipment Purchase	8
Article XII	State Prevailing Wage Rates	8
Article XIII	Conflict of Interest	8
Article XIV	Rebates, Kickbacks or other Unlawful Consideration	9
Article XV	Prohibition of Expending Local Agency State or Federal Funds for Lobbying	9
Article XVI	Statement of Compliance	9
Article XVII	Debarment and Suspension Certification	10
Article XVIII	Funding Requirements	10
Article XIX	Change in Terms	11
Article XX	Disadvantaged Business Enterprises (DBE) Participation	11
Article XXI	Contingent Fee	12
Article XXII	Disputes	13
Article XXIII	Inspection of Work	13
Article XXIV	Safety	13
Article XXV	Insurance	13
Article XXVI	Ownership of Data	14
Article XXVII	Claims Filed by LOCAL AGENCY'S Construction Contractor	15
Article XXVIII	Confidentiality of Data	15
Article XXIX	National Labor Relations Board Certification	16
Article XXX	Evaluation of Consultant	16
Article XXXI	Retention of Funds	16
Article XXXII	Undue Influence	16
Article XXXIII	Legal Responsibilities	16
Article XXXIV	Notification	17
Article XXXV	Contract	17
Article XXXVI	Signatures	18

EXHIBITS

A: Statement of Work
B: Price Formula
C: Schedule
D: Form 10-O2, Consultant Contract DBE Information

ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Michael Baker International, Inc.
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211

Incorporated in the State of *California*
The Project Manager for the "CONSULTANT" will be *Steve Latino, PE, TE Associate Vice President/Department Manager - Transportation/Public Works*

The name of "LOCAL AGENCY" is as follows:

Coachella Valley Association of Governments (CVAG)

The Contract Administrator for LOCAL AGENCY will be [INSERT NAME].

B. The work to be performed under this contract is described in Exhibit A entitled Statement of Work and the approved Price Formula dated (_____, 20__). The approved Price Formula is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Exhibit B, Price Formula and this contract, this contract shall take precedence.

C. CONSULTANT shall indemnify, defend with counsel approved by CVAG, and hold harmless CVAG, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CVAG (meaning that CONSULTANT shall indemnify and defend CVAG notwithstanding any alleged or actual passive negligence of CVAG which may have contributed to the claims, damages, costs or liability). Should CVAG in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CVAG its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CVAG (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

D. CONSULTANT is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

E. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, CVAG shall have no

obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this Agreement immediately by written notice to CONSULTANT. Provided, however, if such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, it shall not be considered a default. As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon CONSULTANT a written notice of the default. CONSULTANT shall then have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

F. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

I. At all times during the term of this Agreement, CONSULTANT shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

J. CVAG and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Indio Branch. CONSULTANT shall give CVAG written notice within seven (7) days after any event which CONSULTANT believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, CONSULTANT shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and CONSULTANT hereby waives any claim or potential claim which CONSULTANT knew or should have known about and which was not reported in accordance with the provisions of this paragraph. CONSULTANT agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

L. Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

ARTICLE II STATEMENT OF WORK

The Statement of Work, including a description of the deliverables, is presented in Exhibit A, entitled Statement of Work, to this Agreement.

A. Consultant Services

Consultant shall perform services consistent with the provisions of the Request for Qualifications released on May 13, 2014, (the "RFQ,") and Exhibit A to this Agreement, upon issuance by CVAG of written authority to proceed (a "Work Order") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, CONSULTANT is bound by the contents of the RFQ and CONSULTANT's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Qualifications, shall take precedence over those contained in CONSULTANT's response.

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. CONSULTANT shall be advised of any such changes by written notice. CONSULTANT shall promptly perform and strictly comply with each such notice. If CONSULTANT believes that performance of any change would justify modification of the Agreement price or time for performance, CONSULTANT shall comply with the provisions for dispute resolution set out herein below.

B. Right of Way

Right of Way requirements are to be determined and shown by CONSULTANT, land surveys and computations with metes and bounds descriptions are to be made, and Right of Way plots are to be furnished (see exhibit A attached hereto.)

C. Surveys

The CONSULTANT has the responsibility for performing preliminary surveys (see exhibit A attached hereto.)

D. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, all activities are to be in compliance with the mitigation and monitoring plan outlined in the approved environmental document(s) NEPA EA, CEQA EIR.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT have been made available. No other assistance or services shall be furnished to CONSULTANT.

F. Conferences, Visits to Site, Inspection of Work

This contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting are included in the fee proposal (See Exhibit B attached hereto.)

G. Checking Shop Drawings

CONSULTANT shall be responsible to check shop drawings submitted for conformance review at commencement of construction phase. Payment for checking shop drawings by CONSULTANT are not included in the contract fee proposal. Checking of shop drawings will be performed by consultant on an as-needed basis with reimbursement based on the direct and indirect cost rates proposed in the approved cost proposal (see exhibit B attached hereto.)

H. Documentation and Schedules

CONSULTANT shall document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, updated monthly schedules, plans, specifications and estimates, or similar evidence of attainment of the contract objectives (see Exhibit A attached hereto.)

I. Consultant Services During Construction (NOT APPLICABLE)

There are no anticipated CONSULTANT's services during the course of construction such as material testing, construction surveys, etc. It is anticipated that these services will be included in the construction management contract.

J. Deliverables and Number of Copies

Six (6) copies of reports, brochures, sets of plans, specifications, or Right of Way plots is specified shall be considered as included in contract deliverables. Payment for additional copies shall be based on the direct and indirect cost rates proposed on the approved cost proposal (see exhibit B attached hereto).

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit informal progress reports to LOCAL AGENCY's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to LOCAL AGENCY, describing the state of work performed. The purpose of the reports is to allow LOCAL AGENCY to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect on (_____), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (_____), unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Coachella Valley Association of Governments
[INSERT NAME], Contract Administrator
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

E. The total amount payable by LOCAL AGENCY shall not exceed $[(INSERT AMOUNT)].

F. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall

be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Director of Administrative Services.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Director of Administrative Services of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines}is received and approved by A&I. Provisional rates will be as follows:
    a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
    b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
    c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Exhibit B, Price Formula.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XI EQUIPMENT PURCHASE

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in Exhibit B, Price Formula and exceeding $5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

D. All subcontracts in excess $25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE XIII CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

F. CONSULTANT covenants that neither it nor any officer or principal of CONSULTANT's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT as an officer, employee, agent, or subcontractor.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT 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 United States Congress; an officer or employee of the Legislature or Congress; or any 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 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; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was 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 Section 1352, Title 31, US. 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.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

E. LOCAL AGENCY hereby warrants that no authorization for CONSULTANT to proceed with services under this agreement shall be issued until adequate funding is made available to compensate CONSULTANT for such services. LOCAL AGENCY shall notify CONSULTANT of any funding shortages or failures to secure the entire funding amount required under this contract before CONSULTANT performs any services under this agreement.

ARTICLE XIX CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. The scope of work shall be subject to change by additions, deletions or revisions by LOCAL AGENCY. CONSULTANT shall be advised of any such changes by written notice. CONSULTANT shall promptly perform and strictly comply with each such notice. If CONSULTANT believes that performance of any change would justify modification of the Agreement price or time for performance, CONSULTANT shall comply with the provisions for dispute resolution set out herein below.

C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

D. Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in CONSULTANT's Project Manager or subconsultant firms of the project team without prior written approval by LOCAL AGENCY.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is_____%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT 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 LOCAL AGENCY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and CVAG's Executive Director, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by CVAG's Executive Committee of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

A. Throughout the term of this Agreement, CONSULTANT shall procure and maintain insurance, including Workers' Compensation as required by law for its personnel, and a one million dollar ($1,000,000.00) commercial general liability policy. CONSULTANT shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on this commercial liability policy for liabilities caused by CONSULTANT in its performance of services under this Agreement and shall provide CVAG with a certificate verifying such coverage.

B. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

C. CVAG, member agencies and any other interested and related party designated by CVAG are to be covered as additional insured as respects liability arising out of automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the said additional insureds. Minimum requirements are $100,000/$300,000/$25,000.

D. CONSULTANT's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-

insurance maintained by said additional insureds shall be in excess of CONSULTANT's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

E. CONSULTANT shall provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of CONSULTANT and all risks to such persons or entities.

F. Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

G. Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the first Work Order. CONSULTANT acknowledges and agrees that such insurance is in addition to CONSULTANT's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of CONSULTANT.

ARTICLE XXVI OWNERSHIP OF DATA

A. Unless the RFP/Q or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of LOCAL AGENCY and may be used, reused, or otherwise disposed of by LOCAL AGENCY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to LOCAL AGENCY, at CONSULTANT's office and upon reasonable written request by LOCAL AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY

G. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CVAG's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CVAG notice of such court order or subpoena.

H. CONSULTANT shall promptly notify CVAG should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants 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 prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII UNDUE INFLUENCE

A. CONSULTANT declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of LOCAL AGENCY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of LOCAL AGENCY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling LOCAL AGENCY to any and all remedies at law or in equity.

B. No member, officer, or employee of LOCAL AGENCY, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

ARTICLE XXXIII LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of CONSULTANT to comply with this Section.

CONSULTANT shall perform all tasks required hereunder in a manner consistent with the degree of care and skill ordinarily exercised by other members of the same profession currently operating under similar circumstances. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this Agreement.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

ARTICLE XXXIV NOTIFICATION

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CONSULTANT:

Steve Latino, PE, TE
Michael Baker International, Inc.
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211

LOCAL AGENCY:

Coachella Valley Association of Governments
Tom Kirk, Executive Director
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

ARTICLE XXXV CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire understanding between the parties relating to the obligations of the parties described herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXVI SIGNATURES

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Michael Baker International, Inc.	Coachella Valley Association of Governments
_____	_____
Steve Latino, Associate Vice President	Tom Kirk, Executive Director
DATE: _____	**DATE:** _____

CONTRACT EXHIBITS

A: Statement of Work
B: Price Formula
C: Schedule
D: Form 10-O2, Consultant Contract DBE Information

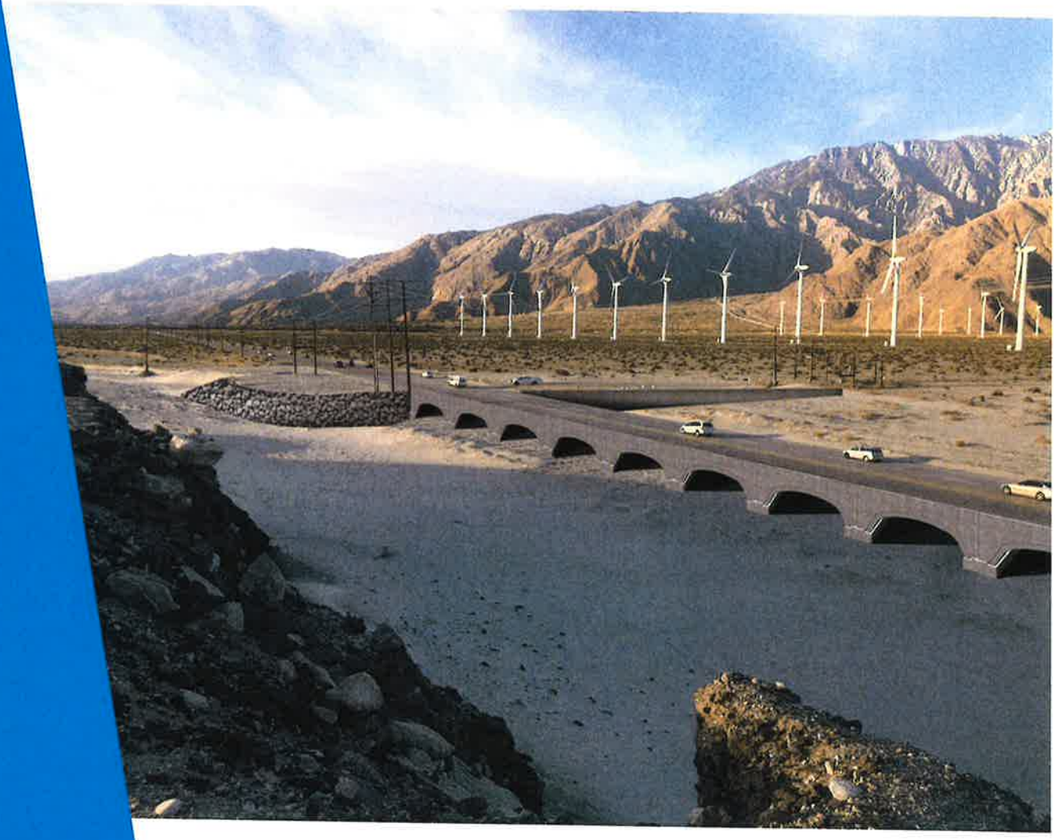
ENVELOPE #2 - PRICE AND COST PROPOSAL

WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND

ROAD IMPROVEMENT PROJECT

SUBMITTED TO
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92236

AUGUST 16, 2022



SUBMITTED BY

Michael Baker INTERNATIONAL | *We Make a Difference*

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Michael Baker International, Inc.

Project No.: CVAG Contract No. TBD Date 8/16/2022

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager / Contract Manager	Latino, Steven; PE, TE	1,222	$ 101.16	$ 123,617.52
Project Principal	Alberts, Christopher; PLS	36	$ 113.89	$ 4,100.04
QA/QC	Bilezikjian, Tanya; PE	212	$ 129.87	$ 27,532.44
QA/QC	Mielke, Brad; PE	123	$ 112.38	$ 13,822.74
Environmental Manager	Torres, Eddie	79	$ 106.96	$ 8,449.84
Technical Manager	Chandoo, Mujahid; PE	160	$ 99.24	$ 15,878.40
Technical Manager	Harden, Chad; PE, SE	500	$ 92.40	$ 46,200.00
Assistant Project Manager	Perko, Kevin; PE, ENV SP	727	$ 86.66	$ 63,001.82
Technical Manager	Hernandez, Octavio; PE	73	$ 86.20	$ 6,292.60
Technical Manager	Bornyasz, Margaret	160	$ 81.25	$ 13,000.00
Environmental Manager	Nayyar, Margo	15	$ 80.00	$ 1,200.00
Technical Manager	Tran, Frank; PE	520	$ 76.54	$ 39,800.80
Senior Surveyor	Weaver, Wade; PLS	14	$ 75.00	$ 1,050.00
Technical Specialist	Giffen, Steven; PE	320	$ 74.32	$ 23,782.40
Project Manager	Riggs, Shelah	277	$ 72.80	$ 20,165.60
Technical Manager	Dietrich, Carla; PE, PTOE	104	$ 71.71	$ 7,457.84
Task Lead-Environmental	Meyerhoff, Elizabeth	190	$ 68.30	$ 12,977.00
Technical Manager	Salas, Tony; PE	84	$ 65.61	$ 5,511.24
Survey Manager	Chick, Loran; RLS	24	$ 65.00	$ 1,560.00
Task Lead-Hydrology & Hydraulics	Pitner, Todd; PE, QSD/P	492	$ 63.58	$ 31,281.36
Survey Party Chief	Chi, Steven; PLS	112	$ 58.01	$ 6,497.12
Designer	Rivera, Jaime	896	$ 46.00	$ 41,216.00
Designer	Gonzalez, Oscar	896	$ 44.17	$ 39,576.32
Civil Associate	Murillo, Kimilee; EIT	452	$ 43.00	$ 19,436.00
Civil Associate	Peltier, Danielle; EIT	814	$ 43.00	$ 35,002.00
Drainage Lead	Losey, Brad; PE	132	$ 99.06	$ 13,075.92
Project Manager	Abarca, Perla	120	$ 81.91	$ 9,829.20
Surface Water Specialist	Jans, Nora	370	$ 55.24	$ 20,438.80
Civil Associate	Price, Dan	1,140	$ 46.25	$ 52,725.00
Civil Associate	Tung, Dorothy	620	$ 49.28	$ 30,553.60
Senior Structures Engineer	Mosquera, Jessica	689	$ 77.43	$ 53,349.27
Structural Engineer	Turner, Kyle	357	$ 69.55	$ 24,829.35
Assistant Structural Engineer	Lozano, Andres	180	$ 47.03	$ 8,465.40
Senior Designer	Lim Raymond	968	$ 60.99	$ 59,038.32
AQ / GHG / Energy / Noise QA/QC	Chen, Zhe	41	$ 53.02	$ 2,173.82
Environmental Specialist	Shivaiah, Darshan	405	$ 50.50	$ 20,452.50
Environmental Specialist	Yuan, Yiting	110	$ 32.84	$ 3,612.40
Graphic Artist	Capiello, Jeanette	40	$ 47.12	$ 1,884.80
Technical Manager	Minegar, Peter	58	$ 110.58	$ 6,413.64
QA/QC	Gonzales, Alicia	58	$ 57.47	$ 3,333.26
Senior Environmental Specialist	Gleason, Renee	300	$ 52.03	$ 15,609.00
Planner	Christie, David	456	$ 41.59	$ 18,965.04
Planner	Perine, Krista	228	$ 34.00	$ 7,752.00
Traffic Planner	Swim, Jacob	104	$ 50.44	$ 5,245.76
Assistant Traffic Planner	Tapia, Alex	312	$ 40.32	$ 12,579.84
Cultural Project Manager	Beherec, Marc	30	$ 57.70	$ 1,731.00
Cultural	Kim, Monte	30	$ 58.66	$ 1,759.80
Cultural	vanRensselaer, Max	80	$ 36.00	$ 2,880.00
Field Archaeologist	Young, Marcel	39	$ 26.25	$ 1,023.75
GIT	Perez, Jon	39	$ 49.00	$ 1,911.00
Editor	Cotham, Ana	40	$ 35.05	$ 1,402.00
Biologist Lead	Popp, Art	70	$ 73.50	$ 5,145.00
Biologist	Millington, Tom	620	$ 59.00	$ 36,580.00

Biologist	Winkleman, Ryan	240	$ 61.58	$ 14,779.20
Survey Party Chief	Nees, Matt	120	$ 58.91	$ 7,069.20
Designer	Eubanks, Kyle	120	$ 50.00	$ 6,000.00
Survey Technician	Blair, Jason "Jay"	176	$ 46.50	$ 8,184.00
Project Manager-Highway	Perez, Marlena	155	$ 60.10	$ 9,315.50
Civil Associate	Nguyen, Dung "Sam"	674	$ 36.00	$ 24,264.00
Program Manager	Beck, Richard	17	$ 128.30	$ 2,181.10
Senior Biologist	Tidwell, Timothy	50	$ 58.70	$ 2,935.00
Associate Biologist	Parent, John	304	$ 44.75	$ 13,604.00
Associate Biologist	Phaneuf, Ryan	40	$ 43.58	$ 1,743.20
Associate Biologist	Nakagawa, April	50	$ 41.97	$ 2,098.50
Assistant Biologist	Ming, Trina	100	$ 36.30	$ 3,630.00
Assistant Biologist	Mapes, Lauren	184	$ 31.20	$ 5,740.80
Senior GIS Analyst	McPherson, James	94	$ 51.89	$ 4,877.66
	Total Hours	18,462		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 1,137,590.71

b) Anticipated Salary Increases (see page 2 for sample) $ 50,269.80

c) TOTAL DIRECT LABOR COSTS [(a)+(b)] $ 1,187,860.51

INDIRECT COSTS

d) Fringe Benefits (Rate 44.91%)

e) TOTAL FRINGE BENEFITS [(c) x (d)] $ 533,444.40

f) Overhead (Rate 52.75%)

g) Overhead [(c) x (f)] $ 626,584.54

h) General and Administrative (Rate 54.70%)

i) Gen & Admin [(c) x (h)] $ 649,724.06

Caltrans Acceptance ID: D2020-0689

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $ 1,809,753.00

FIXED FEE

k) TOTAL FIXED FEE [(c) + (J)] x fixed fee: 10.00% $ 299,761.35

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	23,944	Mile	$0.625	$14,965.00
Printing and Reprographics	1	LS	$8,000.00	$8,000.00
Travel (Flight, Hotel, Rental Car, Per Diem)	1	LS	$1,000.00	$1,000.00
Aerial Mapping (AeroTech Mapping)	1	LS	$16,820.00	$16,820.00
Intermap Mapping	1	LS	$5,000.00	$5,000.00
<List other direct cost>				$0.00
<List other direct cost>				$0.00
<List other direct cost>				$0.00
<List other direct cost>				$0.00

l) TOTAL OTHER DIRECT COSTS $45,785.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Cogstone Resource Management	$23,044.13
Contech Engineered Solutions	$200,000.00
Monument	$604,940.36
Earth Mechanics	$286,131.50

m) TOTAL SUBCONSULTANTS' COSTS $1,114,116.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $1,159,901.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 4,457,275.86

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Michael Baker International, Inc. Contract No. TBD Date 8/16/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	
$ 608,409.08	/	18,462	=	$ 32.95	**5 year Contract Duration** Year 1 avg Hourly rate

2. Calculate hourly rate for all years (Increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	$ 32.95	+	5%	=	$ 34.60	Year 2 Avg Hourly Rate
Year 2	$ 34.60	+	5%	=	$ 36.33	Year 3 Avg Hourly Rate
Year 3	$ 36.33	+	5%	=	$ 38.15	Year 4 Avg Hourly Rate
Year 4	$ 38.15	+	5%	=	$ 40.06	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	3.0%	*	18462	=	553.9	Estimated Hours Year 1
Year 2	32.0%	*	18462	=	5907.8	Estimated Hours Year 2
Year 3	65.0%	*	18462	=	12000.3	Estimated Hours Year 3
Year 4	0.0%	*	18462	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	18462	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	18462.0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	$ 32.95	*	553.9	=	$ 18,252.27	Estimated Hours Year 1
Year 2	$ 34.60	*	5907.8	=	$ 204,425.45	Estimated Hours Year 2
Year 3	$ 36.33	*	12000.3	=	$ 436,001.16	Estimated Hours Year 3
Year 4	$ 38.15	*	0.0	=	$ -	Estimated Hours Year 4
Year 5	$ 40.06	*	0.0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 658,678.88	
			Direct Labor Subtotal before Escalation	=	$ 608,409.08	
			Estimated Total of Direct Labor Salary Increase	=	**$ 50,269.80**	Transferred to page 1

Notes:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (I.e., $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Christopher Alberts; PLS Title*: Vice President

Signature: [signature] Date of Certification (mm/dd/yyyy): 8/16/2022

Email: calberts@mbakerintl.com Phone Number: (760) 341-6110

Address: 75-410 Gerald Ford Drive, Suite 100; Palm Desert, CA 92211

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Professional Design and Engineering Services

Michael Baker
INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Latino, Steven; PE, TE	Alberts, Christopher; PLS	Bilezikjian, Tanya; PE	Mielke, Brad; PE	Torres, Eddie	Chandoo, Mujahid; PE	Harden, Chad; PE, SE	Perko, Kevin; PE, ENV SP	Hernandez, Octavio; PE	Bornyasz, Margaret	Nayyar, Margo	Tran, Frank; PE	Weaver, Wade; PLS	Giffen, Steven; PE
	Classification	Project Manager / Contract Manager	Project Principal	QA/QC	QA/QC	Environmental Manager	Technical Manager	Technical Manager	Assistant Project Manager	Technical Manager	Technical Manager	Environmental Manager	Technical Manager	Senior Surveyor	Technical Specialist
Task No.	Task Description	$ 280.81	$ 316.15	$ 360.51	$ 311.95	$ 296.91	$ 275.48	$ 256.49	$ 240.56	$ 239.28	$ 225.54	$ 222.07	$ 212.47	$ 208.19	$ 206.30
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	**864**	**36**	**212**	**123**	**0**	**0**	**0**	**332**	**40**	**0**	**0**	**40**	**14**	**0**
1.1	Project Kickoff and Regular Design Meetings	432	36						108	40			40		
1.2	Monthly Invoicing & Progress Reports	144							80						
1.3	Quality Control	288		212	123				144					14	
2.0	**SURVEY**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**
2.1	Aerial Topographic Survey	12							8						
2.2	Right of Way Record Map, Records Research and Field Assessment	4													
2.3	Pothole Surveys														
2.4	Monument Rehabilitation														
3.0	**RIGHT-OF-WAY**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**
3.1	Project Management	16							8						
3.2	Right-of-Way Cost Estimates and Data Sheets	8							16						
3.3	Appraisal Reports (Under ODC's)														
3.4	Appraisal Review (Under ODC's														
3.5	Right of Entry Permits														
3.6	Acquisition and Negotiation	16							12						
3.7	Escrows Coordination														
3.8	Right-of-Way Certification														
3.9	Eminent Domain Support	8							4						
4.0	**HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE**	**32**	**0**	**0**	**0**	**0**	**160**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**320**
4.1	Scour Analysis	16					160		8						320
4.2	Roadway Drainage	8													
4.3	NPDES Compliance (Optional)	8													
5.0	**ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING**	**72**	**0**	**0**	**0**	**79**	**0**	**0**	**87**	**0**	**160**	**15**	**0**	**0**	**0**
5.1	Project Initiation and Project Description	4	0	0	0	0	0	0	0	0	0	0	0	0	0
5.1.1	Project Initiation for Environment Work Plan	4													
5.1.2	Literature/Record Research and Project Description														
5.2	Technical Studies	36	0	0	0	79	0	0	36	0	0	15	0	0	0
5.2.1	Air Quality Analysis	2				20			2						
5.2.2	Greenhouse Gas Emissions	2				12			2						
5.2.3	Energy Assessment	2				12			2						
5.2.4	Noise Study Report	2				35			2						
5.2.5	Cultural Resources Assessment	2							2			15			
5.2.6	Transportation	2							2						
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report	2							2						
5.2.8	Water Quality Assessment Report	2							2						
5.2.9	Biological Resources Assessment	20	0	0	0	0	0	0	20	0	0	0	0	0	0
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis	2							2						
5.2.9.2	Focused Burrowing Owl Surveys	2							2						
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys	2							2						
5.2.9.4	Rare Plant Surveys	2							2						
5.2.9.5	Joint Project Review Application (Optional Task)	2							2						
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)	2							2						
5.2.9.7	Biological Resource Technical Report (Optional Task)	2							2						
5.2.9.8	Biological Assessment (Optional Task)	2							2						
5.2.9.9	Aquatic Resources Delineation Report	2							2						
5.2.9.10	Resource Agency Coordination	2							2						

Michael Baker
INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Riggs, Shelah	Dietrich, Carla; PE, PTOE	Meyerhoff, Elizabeth	Salas, Tony; PE	Chick, Loran; RLS	Pitner, Todd; PE, QSD/P	Chi, Steven; PLS	Rivera, Jaime	Gonzalez, Oscar	Murillo, Kimilee; EIT	Peltier, Danielle; EIT	Losey, Brad; PE	Abarca, Perla	Jans, Nora
	Classification	Project Manager	Technical Manager	Task Lead-Environmental	Technical Manager	Survey Manager	Task Lead-Hydrology & Hydraulics	Survey Party Chief	Designer	Designer	Civil Associate	Civil Associate	Drainage Lead	Project Manager	Surface Water Specialist
Task No.	Task Description	$ 202.09	$ 199.06	$ 189.59	$ 182.13	$ 180.43	$ 176.49	$ 161.03	$ 127.69	$ 122.61	$ 119.36	$ 119.36	$ 274.98	$ 227.37	$ 153.34
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	0	0	0	40	0	0	0	0	0	40	0	0	0	0
1.1	Project Kickoff and Regular Design Meetings				40						40				
1.2	Monthly Invoicing & Progress Reports														
1.3	Quality Control														
2.0	**SURVEY**	0	0	0	0	24	0	112	0	0	0	0	0	0	0
2.1	Aerial Topographic Survey					4		16							
2.2	Right of Way Record Map, Records Research and Field Assessment					12		60							
2.3	Pothole Surveys					2		12							
2.4	Monument Rehabilitation					6		24							
3.0	**RIGHT-OF-WAY**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1	Project Management														
3.2	Right-of-Way Cost Estimates and Data Sheets														
3.3	Appraisal Reports (Under ODC's)														
3.4	Appraisal Review (Under ODC's														
3.5	Right of Entry Permits														
3.6	Acquisition and Negotiation														
3.7	Escrows Coordination														
3.8	Right-of-Way Certification														
3.9	Eminent Domain Support														
4.0	**HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE**	0	0	0	0	0	412	0	0	0	0	734	80	0	170
4.1	Scour Analysis											480	80		
4.2	Roadway Drainage						372					214			110
4.3	NPDES Compliance (Optional)						40					40			60
5.0	**ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING**	277	104	190	0	0	0	0	0	0	0	0	52	120	200
5.1	Project Initiation and Project Description	0	0	20	0	0	0	0	0	0	0	0	0	0	0
5.1.1	Project Initiation for Environment Work Plan			20											
5.1.2	Literature/Record Research and Project Description														
5.2	Technical Studies	0	104	0	0	0	0	0	0	0	0	0	52	120	200
5.2.1	Air Quality Analysis														
5.2.2	Greenhouse Gas Emissions														
5.2.3	Energy Assessment														
5.2.4	Noise Study Report														
5.2.5	Cultural Resources Assessment														
5.2.6	Transportation		104												
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report												32	80	
5.2.8	Water Quality Assessment Report												20	40	200
5.2.9	Biological Resources Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis														
5.2.9.2	Focused Burrowing Owl Surveys														
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys														
5.2.9.4	Rare Plant Surveys														
5.2.9.5	Joint Project Review Application (Optional Task)														
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)														
5.2.9.7	Biological Resource Technical Report (Optional Task)														
5.2.9.8	Biological Assessment (Optional Task)														
5.2.9.9	Aquatic Resources Delineation Report														
5.2.9.10	Resource Agency Coordination														

Michael Baker INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Price, Dan	Tung, Dorothy	Mosquera, Jessica	Turner, Kyle	Lozano, Andres	Lim Raymond	Chen, Zhe	Shivaiah, Darshan	Yuan, Yiting	Capiello, Jeanette	Minegar, Peter	Gonzales, Alicia	Gleason, Renee	Christie, David
	Classification	Civil Associate	Civil Associate	Senior Structures Engineer	Structural Engineer	Assistant Structural Engineer	Senior Designer	AQ / GHG / Energy / Noise QA/QC	Environmental Specialist	Environmental Specialist	Graphic Artist	Technical Manager	QA/QC	Senior Environmental Specialist	Planner
Task No.	Task Description	$ 128.39	$ 136.80	$ 214.94	$ 193.06	$ 130.55	$ 169.30	$ 147.18	$ 140.18	$ 91.16	$ 130.80	$ 306.96	$ 159.53	$ 144.43	$ 115.45
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.1	Project Kickoff and Regular Design Meetings														
1.2	Monthly Invoicing & Progress Reports														
1.3	Quality Control														
2.0	**SURVEY**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.1	Aerial Topographic Survey														
2.2	Right of Way Record Map, Records Research and Field Assessment														
2.3	Pothole Surveys														
2.4	Monument Rehabilitation														
3.0	**RIGHT-OF-WAY**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1	Project Management														
3.2	Right-of-Way Cost Estimates and Data Sheets														
3.3	Appraisal Reports (Under ODC's)														
3.4	Appraisal Review (Under ODC's														
3.5	Right of Entry Permits														
3.6	Acquisition and Negotiation														
3.7	Escrows Coordination														
3.8	Right-of-Way Certification														
3.9	Eminent Domain Support														
4.0	**HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE**	820	620	0	0	0	0	0	0	0	0	0	0	0	0
4.1	Scour Analysis	820	620												
4.2	Roadway Drainage														
4.3	NPDES Compliance (Optional)														
5.0	**ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING**	320	0	0	0	0	0	41	405	110	40	58	58	300	456
5.1	Project Initiation and Project Description	0	0	0	0	0	0	0	0	0	0	12	0	24	24
5.1.1	Project Initiation for Environment Work Plan											4		24	24
5.1.2	Literature/Record Research and Project Description											8			
5.2	Technical Studies	320	0	0	0	0	0	41	405	110	40	0	0	0	0
5.2.1	Air Quality Analysis							10	120	24					
5.2.2	Greenhouse Gas Emissions							8	60	10					
5.2.3	Energy Assessment							8	45	20					
5.2.4	Noise Study Report							15	180	56					
5.2.5	Cultural Resources Assessment										40				
5.2.6	Transportation														
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report	320													
5.2.8	Water Quality Assessment Report														
5.2.9	Biological Resources Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis														
5.2.9.2	Focused Burrowing Owl Surveys														
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys														
5.2.9.4	Rare Plant Surveys														
5.2.9.5	Joint Project Review Application (Optional Task)														
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)														
5.2.9.7	Biological Resource Technical Report (Optional Task)														
5.2.9.8	Biological Assessment (Optional Task)														
5.2.9.9	Aquatic Resources Delineation Report														
5.2.9.10	Resource Agency Coordination														

Michael Baker INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Perine, Krista	Swim, Jacob	Tapia, Alex	Beherec, Marc	Kim, Monte	vanRensselaer, Max	Young, Marcel	Perez, Jon	Cotham, Ana	Popp, Art	Millington, Tom	Winkleman, Ryan	Nees, Matt	Eubanks, Kyle
	Classification	Planner	Traffic Planner	Assistant Traffic Planner	Cultural Project Manager	Cultural	Cultural	Field Archaeologist	GIT	Editor	Biologist Lead	Biologist	Biologist	Survey Party Chief	Designer
Task No.	Task Description	$ 94.38	$ 140.02	$ 111.92	$ 160.17	$ 162.83	$ 99.93	$ 72.87	$ 136.02	$ 97.30	$ 204.03	$ 163.78	$ 170.94	$ 163.53	$ 138.79
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.1	Project Kickoff and Regular Design Meetings														
1.2	Monthly Invoicing & Progress Reports														
1.3	Quality Control														
2.0	**SURVEY**	0	0	0	0	0	0	0	0	0	0	0	0	120	120
2.1	Aerial Topographic Survey													48	48
2.2	Right of Way Record Map, Records Research and Field Assessment														
2.3	Pothole Surveys													32	32
2.4	Monument Rehabilitation													40	40
3.0	**RIGHT-OF-WAY**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1	Project Management														
3.2	Right-of-Way Cost Estimates and Data Sheets														
3.3	Appraisal Reports (Under ODC's)														
3.4	Appraisal Review (Under ODC's														
3.5	Right of Entry Permits														
3.6	Acquisition and Negotiation														
3.7	Escrows Coordination														
3.8	Right-of-Way Certification														
3.9	Eminent Domain Support														
4.0	**HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.1	Scour Analysis														
4.2	Roadway Drainage														
4.3	NPDES Compliance (Optional)														
5.0	**ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING**	228	104	312	30	30	80	39	39	40	70	620	240	0	0
5.1	Project Initiation and Project Description	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.1.1	Project Initiation for Environment Work Plan														
5.1.2	Literature/Record Research and Project Description														
5.2	Technical Studies	0	104	312	30	30	80	39	39	40	70	620	240	0	0
5.2.1	Air Quality Analysis														
5.2.2	Greenhouse Gas Emissions														
5.2.3	Energy Assessment														
5.2.4	Noise Study Report														
5.2.5	Cultural Resources Assessment				30	30	80	39	39	40					
5.2.6	Transportation		104	312											
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report														
5.2.8	Water Quality Assessment Report														
5.2.9	Biological Resources Assessment	0	0	0	0	0	0	0	0	0	70	620	240	0	0
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis										14	70	20		
5.2.9.2	Focused Burrowing Owl Surveys										4	100			
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys										4	130	140		
5.2.9.4	Rare Plant Surveys										4	60			
5.2.9.5	Joint Project Review Application (Optional Task)										6	40			
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)										4	60	80		
5.2.9.7	Biological Resource Technical Report (Optional Task)										6	40			
5.2.9.8	Biological Assessment (Optional Task)										4	40			
5.2.9.9	Aquatic Resources Delineation Report										4	40			
5.2.9.10	Resource Agency Coordination										20	40			

Michael Baker INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Blair, Jason "Jay"	Perez, Marlena	Nguyen, Dung "Sam"	Beck, Richard	Tidwell, Timothy	Parent, John	Phaneuf, Ryan	Nakagawa, April	Ming, Trina	Mapes, Lauren	McPherson, James	Total Michael Baker Hours	Total Michael Baker Fee
	Classification	Survey Technician	Project Manager-Highway	Civil Associate	Program Manager	Senior Biologist	Associate Biologist	Associate Biologist	Associate Biologist	Assistant Biologist	Assistant Biologist	Senior GIS Analyst		
Task No.	Task Description	$ 129.08	$ 166.83	$ 99.93	$ 356.15	$ 162.94	$ 124.22	$ 120.97	$ 116.50	$ 100.76	$ 86.61	$ 144.04		
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,781**	**$488,381.30**
1.1	Project Kickoff and Regular Design Meetings		40										776	$195,474.13
1.2	Monthly Invoicing & Progress Reports												224	$59,681.28
1.3	Quality Control												781	$233,225.89
2.0	**SURVEY**	**176**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**576**	**$87,779.76**
2.1	Aerial Topographic Survey												136	$23,103.88
2.2	Right of Way Record Map, Records Research and Field Assessment	160											236	$33,602.86
2.3	Pothole Surveys												78	$11,967.55
2.4	Monument Rehabilitation	16											126	$19,105.48
3.0	**RIGHT-OF-WAY**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**88**	**$23,101.21**
3.1	Project Management												24	$6,417.42
3.2	Right-of-Way Cost Estimates and Data Sheets												24	$6,095.42
3.3	Appraisal Reports (Under ODC's)												0	$0.00
3.4	Appraisal Review (Under ODC's												0	$0.00
3.5	Right of Entry Permits												0	$0.00
3.6	Acquisition and Negotiation												28	$7,379.66
3.7	Escrows Coordination												0	$0.00
3.8	Right-of-Way Certification												0	$0.00
3.9	Eminent Domain Support												12	$3,208.71
4.0	**HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,356**	**$519,487.35**
4.1	Scour Analysis												2,504	$385,893.79
4.2	Roadway Drainage												704	$110,312.47
4.3	NPDES Compliance (Optional)												148	$23,281.09
5.0	**ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING**	**0**	**0**	**0**	**17**	**50**	**304**	**40**	**50**	**100**	**184**	**94**	**5,815**	**$890,910.99**
5.1	Project Initiation and Project Description	0	0	0	0	0	0	0	0	0	0	0	84	$14,835.71
5.1.1	Project Initiation for Environment Work Plan												76	$12,380.04
5.1.2	Literature/Record Research and Project Description												8	$2,455.67
5.2	Technical Studies	0	0	0	17	50	304	40	50	100	184	94	4,001	$595,897.42
5.2.1	Air Quality Analysis												178	$27,462.47
5.2.2	Greenhouse Gas Emissions												94	$15,105.64
5.2.3	Energy Assessment												89	$13,914.50
5.2.4	Noise Study Report												290	$43,980.10
5.2.5	Cultural Resources Assessment												317	$39,328.84
5.2.6	Transportation												524	$71,226.89
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report												436	$69,115.21
5.2.8	Water Quality Assessment Report												264	$46,305.35
5.2.9	Biological Resources Assessment	0	0	0	17	50	304	40	50	100	184	94	1,809	$269,458.42
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis				3						40	20	171	$26,195.95
5.2.9.2	Focused Burrowing Owl Surveys						90				80	10	288	$37,785.58
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys						120					10	408	$63,428.46
5.2.9.4	Rare Plant Surveys							40		50		10	168	$23,003.11
5.2.9.5	Joint Project Review Application (Optional Task)				2							4	56	$10,106.47
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)						70					8	226	$35,208.50
5.2.9.7	Biological Resource Technical Report (Optional Task)				2						24	4	80	$12,185.06
5.2.9.8	Biological Assessment (Optional Task)				2						20	4	74	$11,430.58
5.2.9.9	Aquatic Resources Delineation Report				2						20	4	74	$11,430.58
5.2.9.10	Resource Agency Coordination				6	50	24		50	50		20	264	$38,684.14

Michael Baker INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Cogstone Resource Management		Contech Engineered Solutions		Monument		Earth Mechanics		Total Subconsultant(s)		Total Michael Baker Team Hours	Michael Baker Total Team Fee
	Classification												
Task No.	Task Description	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**1,781**	**$488,381.30**
1.1	Project Kickoff and Regular Design Meetings	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	776	$195,474.13
1.2	Monthly Invoicing & Progress Reports	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	224	$59,681.28
1.3	Quality Control	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	781	$233,225.89
2.0	**SURVEY**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**576**	**$87,779.76**
2.1	Aerial Topographic Survey	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	136	$23,103.88
2.2	Right of Way Record Map, Records Research and Field Assessment	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	236	$33,602.86
2.3	Pothole Surveys	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	78	$11,967.55
2.4	Monument Rehabilitation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	126	$19,105.48
3.0	**RIGHT-OF-WAY**	**0**	**$0.00**	**0**	**$0.00**	**1,478**	**$147,670.28**	**0**	**$0.00**	**1,478**	**$147,670.28**	**1,566**	**$170,771.49**
3.1	Project Management	0	$0.00	0	$0.00	114	$22,548.50	0	$0.00	114	$22,548.50	138	$28,965.92
3.2	Right-of-Way Cost Estimates and Data Sheets	0	$0.00	0	$0.00	60	$6,770.12	0	$0.00	60	$6,770.12	84	$12,865.54
3.3	Appraisal Reports (Under ODC's)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
3.4	Appraisal Review (Under ODC's	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
3.5	Right of Entry Permits	0	$0.00	0	$0.00	40	$3,511.00	0	$0.00	40	$3,511.00	40	$3,511.00
3.6	Acquisition and Negotiation	0	$0.00	0	$0.00	1,060	$95,620.15	0	$0.00	1,060	$95,620.15	1,088	$102,999.81
3.7	Escrows Coordination	0	$0.00	0	$0.00	120	$8,849.45	0	$0.00	120	$8,849.45	120	$8,849.45
3.8	Right-of-Way Certification	0	$0.00	0	$0.00	60	$7,453.36	0	$0.00	60	$7,453.36	60	$7,453.36
3.9	Eminent Domain Support	0	$0.00	0	$0.00	24	$2,917.69	0	$0.00	24	$2,917.69	36	$6,126.40
4.0	**HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**3,356**	**$519,487.35**
4.1	Scour Analysis	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2,504	$385,693.79
4.2	Roadway Drainage	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	704	$110,312.47
4.3	NPDES Compliance (Optional)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	148	$23,281.09
5.0	**ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING**	**223**	**$19,948.19**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**223**	**$19,948.19**	**6,038**	**$910,859.19**
5.1	Project Initiation and Project Description	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	84	$14,835.71
5.1.1	Project Initiation for Environment Work Plan	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	76	$12,380.04
5.1.2	Literature/Record Research and Project Description	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$2,455.67
5.2	Technical Studies	223	$19,948.19	0	$0.00	0	$0.00	0	$0.00	223	$19,948.19	4,224	$615,845.61
5.2.1	Air Quality Analysis	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	178	$27,462.47
5.2.2	Greenhouse Gas Emissions	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	84	$15,105.64
5.2.3	Energy Assessment	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	89	$13,914.50
5.2.4	Noise Study Report	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	290	$43,980.10
5.2.5	Cultural Resources Assessment	223	$19,948.19	0	$0.00	0	$0.00	0	$0.00	223	$19,948.19	540	$59,277.03
5.2.6	Transportation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	524	$71,226.89
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	436	$69,115.21
5.2.8	Water Quality Assessment Report	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	264	$46,305.35
5.2.9	Biological Resources Assessment	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1,809	$269,458.42
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	171	$26,195.95
5.2.9.2	Focused Burrowing Owl Surveys	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	288	$37,785.58
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	408	$63,428.46
5.2.9.4	Rare Plant Surveys	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	168	$23,003.11
5.2.9.5	Joint Project Review Application (Optional Task)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	56	$10,106.47
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	226	$35,208.50
5.2.9.7	Biological Resource Technical Report (Optional Task)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	80	$12,185.06
5.2.9.8	Biological Assessment (Optional Task)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	74	$11,430.58
5.2.9.9	Aquatic Resources Delineation Report	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	74	$11,430.58
5.2.9.10	Resource Agency Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	264	$38,684.14

Michael Baker INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Latino, Steven; PE, TE	Alberts, Christopher; PLS	Bilezikjian, Tanya; PE	Mielke, Brad; PE	Torres, Eddie	Chandoo, Mujahid; PE	Harden, Chad; PE, SE	Perko, Kevin; PE, ENV SP	Hernandez, Octavio; PE	Bornyasz, Margaret	Nayyar, Margo	Tran, Frank; PE	Weaver, Wade; PLS	Giffen, Steven; PE
	Classification	Project Manager / Contract Manager	Project Principal	QA/QC	QA/QC	Environmental Manager	Technical Manager	Technical Manager	Assistant Project Manager	Technical Manager	Technical Manager	Environmental Manager	Technical Manager	Senior Surveyor	Technical Specialist
Task No.	Task Description	$ 280.81	$ 316.15	$ 360.51	$ 311.95	$ 296.91	$ 275.48	$ 256.49	$ 240.56	$ 239.28	$ 225.54	$ 222.07	$ 212.47	$ 208.19	$ 206.30
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	4	0	0	0	0	0	0	8	0	0	0	0	0	0
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)														
5.3.2	Public Scoping Meeting	4							8						
5.4	Preparation of the EIR/EIS	20	0	0	0	0	0	0	22	0	0	0	0	0	0
5.4.1	Administrative Draft EIR/EIS Preparation	8							8						
5.4.2	Screencheck Draft EIR/EIS Preparation	8							8						
5.4.3	Circulation of Draft EIR/EIS and Public Notification								2						
5.4.4	Final EIR/EIS Preparation	4							4						
5.5	Regulatory Coordination, Consultation and Permitting	0	0	0	0	0	0	0	0	0	160	0	0	0	0
5.5.1	USACE 404 Authorization										40				
5.5.2	401 Water Quality Certification										40				
5.5.3	CDFW 1602 Streambed Alteration Agreement										40				
5.5.4	Resource Agency Coordination										40				
5.6	Environmental Task Management	8	0	0	0	0	0	0	21	0	0	0	0	0	0
5.6.1	Coordination Meetings								5						
5.6.2	Public Hearings	8							16						
5.6.3	Environmental Tasks Management														
6.0	**ROADWAY**	50	0	0	0	0	0	0	92	13	0	0	336	0	0
	Preliminary Engineering														
6.1	Roadway Geometrical Approval Drawings (30% Plans)	20							32	6			108		
	Final Plans, Specifications and Estimates														
6.2	60% Roadway Plans, Specifications and Estimates	18							28	4			120		
6.3	90% Roadway Plans, Specifications and Estimates	8							16	2			80		
6.4	Final Contract Bid Documents	4							16	1			28		
7.0	**TRAFFIC CONTROL**	4	0	0	0	0	0	0	16	20	0	0	0	0	0
7.1	Traffic Control Plans	4							16	20					
8.0	**STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**	0	0	0	0	0	0	500	32	0	0	0	0	0	0
8.1	Bridge Type Selection							80	8						
8.2	65% PS&E							195	8						
8.3	Structures Quality Control							120							
8.4	95 % PS&E							75	8						
8.5	100% PS&E							15	4						
8.6	Final PS&E							15	4						
9.0	**UTILITIES**	8	0	0	0	0	0	0	8	0	0	0	24	0	0
9.1	Utility Coordination	8							8				24		
9.2	Utility Potholing														
10.0	**GEOTECHNICAL**	8	0	0	0	0	0	0	12	0	0	0	0	0	0
10.1	Preliminary Foundation Report	8							8						
10.2	Geotechnical Investigation														
10.3	Laboratory Testing														
10.4	Geotechnical Engineering Analyses								4						
11.0	**POST DESIGN SERVICES**	120	0	0	0	0	0	0	92	0	0	0	120	0	0
11.1	Services During Bidding	40							32				40		
11.2	Construction Services	80							60				80		
	Subtotal Hours:	1,222	36	212	123	79	160	500	727	73	160	15	520	14	320
	Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:														
	Escalation (From 10-H1):														
	Total Hours and Fee:	$343,149.13	$11,381.28	$76,427.14	$38,370.46	$23,455.86	$44,076.76	$128,246.30	$174,886.37	$17,467.59	$36,086.62	$3,331.07	$110,482.80	$2,914.69	$66,017.42

Michael Baker INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Riggs, Sheiah	Dietrich, Carla; PE, PTOE	Meyerhoff, Elizabeth	Salas, Tony; PE	Chick, Loran; RLS	Pitner, Todd; PE, QSD/P	Chi, Steven; PLS	Rivera, Jaime	Gonzalez, Oscar	Murillo, Kimilee; EIT	Peltier, Danielle; EIT	Losey, Brad; PE	Abarca, Perla	Jans, Nora
	Classification	Project Manager	Technical Manager	Task Lead-Environmental	Technical Manager	Survey Manager	Task Lead-Hydrology & Hydraulics	Survey Party Chief	Designer	Designer	Civil Associate	Civil Associate	Drainage Lead	Project Manager	Surface Water Specialist
Task No.	Task Description	$ 202.09	$ 199.06	$ 189.59	$ 182.13	$ 180.43	$ 176.49	$ 161.03	$ 127.69	$ 122.61	$ 119.36	$ 119.36	$ 274.98	$ 227.37	$ 153.34
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	0	0	12	0	0	0	0	0	0	0	0	0	0	0
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)			4											
5.3.2	Public Scoping Meeting			8											
5.4	Preparation of the EIR/EIS	0	0	80	0	0	0	0	0	0	0	0	0	0	0
5.4.1	Administrative Draft EIR/EIS Preparation			32											
5.4.2	Screencheck Draft EIR/EIS Preparation			16											
5.4.3	Circulation of Draft EIR/EIS and Public Notification			16											
5.4.4	Final EIR/EIS Preparation			16											
5.5	Regulatory Coordination, Consultation and Permitting	277	0	0	0	0	0	0	0	0	0	0	0	0	0
5.5.1	USACE 404 Authorization	120													
5.5.2	401 Water Quality Certification	25													
5.5.3	CDFW 1602 Streambed Alteration Agreement	32													
5.5.4	Resource Agency Coordination	100													
5.6	Environmental Task Management	0	0	78	0	0	0	0	0	0	0	0	0	0	0
5.6.1	Coordination Meetings			14											
5.6.2	Public Hearings			24											
5.6.3	Environmental Tasks Management			40											
6.0	**ROADWAY**	**0**	**0**	**0**	**24**	**0**	**80**	**0**	**824**	**824**	**292**	**80**	**0**	**0**	**0**
	Preliminary Engineering														
6.1	Roadway Geometrical Approval Drawings (30% Plans)				6		32		280	280	88	32			
	Final Plans, Specifications and Estimates														
6.2	60% Roadway Plans, Specifications and Estimates				12		32		312	312	102	32			
6.3	90% Roadway Plans, Specifications and Estimates				4		16		160	160	80	16			
6.4	Final Contract Bid Documents				2				72	72	22				
7.0	**TRAFFIC CONTROL**	**0**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**60**	**0**	**0**	**0**	**0**
7.1	Traffic Control Plans				20						60				
8.0	**STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
8.1	Bridge Type Selection														
8.2	65% PS&E														
8.3	Structures Quality Control														
8.4	95 % PS&E														
8.5	100% PS&E														
8.6	Final PS&E														
9.0	**UTILITIES**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**16**	**40**	**0**	**0**	**0**	**0**
9.1	Utility Coordination								16	16	40				
9.2	Utility Potholing														
10.0	**GEOTECHNICAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
10.1	Preliminary Foundation Report														
10.2	Geotechnical Investigation														
10.3	Laboratory Testing														
10.4	Geotechnical Engineering Analyses														
11.0	**POST DESIGN SERVICES**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**56**	**56**	**20**	**0**	**0**	**0**	**0**
11.1	Services During Bidding								16	16					
11.2	Construction Services								40	40	20				
	Subtotal Hours:	**277**	**104**	**190**	**84**	**24**	**492**	**112**	**896**	**896**	**452**	**814**	**132**	**120**	**370**
	Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:														
	Escalation (From 10-H1):														
	Total Hours and Fee:	**$55,977.57**	**$20,702.17**	**$36,022.78**	**$15,298.62**	**$4,330.39**	**$86,833.74**	**$18,035.32**	**$114,411.25**	**$109,859.67**	**$53,952.28**	**$97,161.84**	**$36,297.37**	**$27,284.82**	**$56,735.94**

Michael Baker
INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Price, Dan	Tung, Dorothy	Mosquera, Jessica	Turner, Kyle	Lozano, Andres	Lim Raymond	Chen, Zhe	Shivalah, Darshan	Yuan, Yiting	Capiello, Jeanette	Minegar, Peter	Gonzales, Alicia	Gleason, Renee	Christie, David
	Classification	Civil Associate	Civil Associate	Senior Structures Engineer	Structural Engineer	Assistant Structural Engineer	Senior Designer	AQ / GHG / Energy / Noise QA/QC	Environmental Specialist	Environmental Specialist	Graphic Artist	Technical Manager	QA/QC	Senior Environmental Specialist	Planner
Task No.	Task Description	$ 128.39	$ 136.80	$ 214.94	$ 193.06	$ 130.55	$ 169.30	$ 147.18	$ 140.18	$ 91.16	$ 130.80	$ 306.96	$ 159.53	$ 144.43	$ 115.45
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	0	0	0	0	0	0	0	0	0	0	8	2	16	16
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)												2	8	16
5.3.2	Public Scoping Meeting											8		8	
5.4	Preparation of the EIR/EIS	0	0	0	0	0	0	0	0	0	0	32	56	260	240
5.4.1	Administrative Draft EIR/EIS Preparation											8	24	100	100
5.4.2	Screencheck Draft EIR/EIS Preparation											8	16	80	60
5.4.3	Circulation of Draft EIR/EIS and Public Notification											8	8	40	40
5.4.4	Final EIR/EIS Preparation											8	8	40	40
5.5	Regulatory Coordination, Consultation and Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	176
5.5.1	USACE 404 Authorization														80
5.5.2	401 Water Quality Certification														32
5.5.3	CDFW 1602 Streambed Alteration Agreement														40
5.5.4	Resource Agency Coordination														24
5.6	Environmental Task Management	0	0	0	0	0	0	0	0	0	0	6	0	0	0
5.6.1	Coordination Meetings											6			
5.6.2	Public Hearings														
5.6.3	Environmental Tasks Management														
6.0	**ROADWAY**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Preliminary Engineering														
6.1	Roadway Geometrical Approval Drawings (30% Plans)														
	Final Plans, Specifications and Estimates														
6.2	60% Roadway Plans, Specifications and Estimates														
6.3	90% Roadway Plans, Specifications and Estimates														
6.4	Final Contract Bid Documents														
7.0	**TRAFFIC CONTROL**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.1	Traffic Control Plans														
8.0	**STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**	0	0	689	357	180	968	0	0	0	0	0	0	0	0
8.1	Bridge Type Selection			182	70	0	192								
8.2	65% PS&E			330	187	117	504								
8.3	Structures Quality Control			0	0	0	0								
8.4	95 % PS&E			127	72	45	194								
8.5	100% PS&E			25	14	9	39								
8.6	Final PS&E			25	14	9	39								
9.0	**UTILITIES**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9.1	Utility Coordination														
9.2	Utility Potholing														
10.0	**GEOTECHNICAL**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.1	Preliminary Foundation Report														
10.2	Geotechnical Investigation														
10.3	Laboratory Testing														
10.4	Geotechnical Engineering Analyses														
11.0	**POST DESIGN SERVICES**	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.1	Services During Bidding														
11.2	Construction Services														
	Subtotal Hours:	1,140	620	689	357	180	968	41	405	110	40	58	58	300	456
	Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:														
	Escalation (From 10-H1):														
	Total Hours and Fee:	$146,359.01	$84,813.55	$148,091.92	$68,923.64	$23,499.05	$163,884.12	$6,034.29	$56,773.97	$10,027.64	$5,232.01	$17,803.58	$9,252.78	$43,328.93	$52,644.94

Michael Baker
INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Perine, Krista	Swim, Jacob	Tapia, Alex	Beherec, Marc	Kim, Monte	vanRensselaer, Max	Young, Marcel	Perez, Jon	Cotham, Ana	Popp, Art	Millington, Tom	Winkleman, Ryan	Nees, Matt	Eubanks, Kyle
	Classification	Planner	Traffic Planner	Assistant Traffic Planner	Cultural Project Manager	Cultural	Cultural	Field Archaeologist	GIT	Editor	Biologist Lead	Biologist	Biologist	Survey Party Chief	Designer
Task No.	Task Description	$ 94.38	$ 140.02	$ 111.92	$ 160.17	$ 162.83	$ 99.93	$ 72.87	$ 136.02	$ 97.30	$ 204.03	$ 163.78	$ 170.94	$ 163.53	$ 138.79
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	8	0	0	0	0	0	0	0	0	0	0	0	0	0
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)														
5.3.2	Public Scoping Meeting	8													
5.4	Preparation of the EIR/EIS	220	0	0	0	0	0	0	0	0	0	0	0	0	0
5.4.1	Administrative Draft EIR/EIS Preparation	80													
5.4.2	Screencheck Draft EIR/EIS Preparation	60													
5.4.3	Circulation of Draft EIR/EIS and Public Notification	40													
5.4.4	Final EIR/EIS Preparation	40													
5.5	Regulatory Coordination, Consultation and Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.5.1	USACE 404 Authorization														
5.5.2	401 Water Quality Certification														
5.5.3	CDFW 1602 Streambed Alteration Agreement														
5.5.4	Resource Agency Coordination														
5.6	Environmental Task Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.6.1	Coordination Meetings														
5.6.2	Public Hearings														
5.6.3	Environmental Tasks Management														
6.0	**ROADWAY**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Preliminary Engineering														
6.1	Roadway Geometrical Approval Drawings (30% Plans)														
	Final Plans, Specifications and Estimates														
6.2	60% Roadway Plans, Specifications and Estimates														
6.3	90% Roadway Plans, Specifications and Estimates														
6.4	Final Contract Bid Documents														
7.0	**TRAFFIC CONTROL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
7.1	Traffic Control Plans														
8.0	**STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
8.1	Bridge Type Selection														
8.2	65% PS&E														
8.3	Structures Quality Control														
8.4	95 % PS&E														
8.5	100% PS&E														
8.6	Final PS&E														
9.0	**UTILITIES**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
9.1	Utility Coordination														
9.2	Utility Potholing														
10.0	**GEOTECHNICAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
10.1	Preliminary Foundation Report														
10.2	Geotechnical Investigation														
10.3	Laboratory Testing														
10.4	Geotechnical Engineering Analyses														
11.0	**POST DESIGN SERVICES**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
11.1	Services During Bidding														
11.2	Construction Services														
	Subtotal Hours:	**228**	**104**	**312**	**30**	**30**	**80**	**39**	**39**	**40**	**70**	**620**	**240**	**120**	**120**
	Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:														
	Escalation (From 10-H1):														
	Total Hours and Fee:	**$21,518.73**	**$14,561.67**	**$34,920.30**	**$4,805.07**	**$4,885.02**	**$7,994.57**	**$2,841.62**	**$5,304.73**	**$3,891.80**	**$14,281.97**	**$101,542.20**	**$41,025.49**	**$19,623.35**	**$16,655.36**

Michael Baker INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Blair, Jason "Jay"	Perez, Marlena	Nguyen, Dung "Sam"	Beck, Richard	Tidwell, Timothy	Parent, John	Phaneuf, Ryan	Nakagawa, April	Ming, Trina	Mapes, Lauren	McPherson, James	Total Michael Baker Hours	Total Michael Baker Fee
	Classification	Survey Technician	Project Manager-Highway	Civil Associate	Program Manager	Senior Biologist	Associate Biologist	Associate Biologist	Associate Biologist	Assistant Biologist	Assistant Biologist	Senior GIS Analyst		
Task No.	Task Description	$ 129.08	$ 166.83	$ 99.93	$ 356.15	$ 162.94	$ 124.22	$ 120.97	$ 116.50	$ 100.76	$ 86.61	$ 144.04		
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	0	0	0	0	0	0	0	0	0	0	0	74	$13,010.67
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)												30	$4,080.06
5.3.2	Public Scoping Meeting												44	$8,930.61
5.4	Preparation of the EIR/EIS	0	0	0	0	0	0	0	0	0	0	0	930	$130,855.64
5.4.1	Administrative Draft EIR/EIS Preparation												360	$50,060.69
5.4.2	Screencheck Draft EIR/EIS Preparation												256	$36,356.77
5.4.3	Circulation of Draft EIR/EIS and Public Notification												154	$21,416.91
5.4.4	Final EIR/EIS Preparation												160	$23,021.27
5.5	Regulatory Coordination, Consultation and Permitting	0	0	0	0	0	0	0	0	0	0	0	613	$112,383.29
5.5.1	USACE 404 Authorization												240	$42,507.82
5.5.2	401 Water Quality Certification												97	$17,768.16
5.5.3	CDFW 1602 Streambed Alteration Agreement												112	$20,106.36
5.5.4	Resource Agency Coordination												164	$32,000.95
5.6	Environmental Task Management	0	0	0	0	0	0	0	0	0	0	0	113	$23,928.26
5.6.1	Coordination Meetings												25	$5,698.85
5.6.2	Public Hearings												48	$10,645.66
5.6.3	Environmental Tasks Management												40	$7,583.74
6.0	**ROADWAY**	**0**	**115**	**574**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,304**	**$456,360.80**
	Preliminary Engineering												0	$0.00
6.1	Roadway Geometrical Approval Drawings (30% Plans)		40	200									1,124	$155,504.64
	Final Plans, Specifications and Estimates												0	$0.00
6.2	60% Roadway Plans, Specifications and Estimates		45	222									1,239	$169,858.01
6.3	90% Roadway Plans, Specifications and Estimates		20	100									662	$91,960.82
6.4	Final Contract Bid Documents		10	52									279	$39,037.34
7.0	**TRAFFIC CONTROL**	**0**	**0**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**180**	**$26,558.09**
7.1	Traffic Control Plans			60									180	$26,558.09
8.0	**STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,726**	**$540,342.92**
8.1	Bridge Type Selection												532	$107,582.88
8.2	65% PS&E												1,341	$259,575.24
8.3	Structures Quality Control												120	$30,779.11
8.4	95 % PS&E												521	$101,078.35
8.5	100% PS&E												106	$20,663.67
8.6	Final PS&E												106	$20,663.67
9.0	**UTILITIES**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**152**	**$22,046.82**
9.1	Utility Coordination			40									152	$22,046.82
9.2	Utility Potholing												0	$0.00
10.0	**GEOTECHNICAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**$5,133.18**
10.1	Preliminary Foundation Report												16	$4,170.95
10.2	Geotechnical Investigation												0	$0.00
10.3	Laboratory Testing												0	$0.00
10.4	Geotechnical Engineering Analyses												4	$962.24
11.0	**POST DESIGN SERVICES**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**464**	**$97,728.79**
11.1	Services During Bidding												144	$31,433.78
11.2	Construction Services												320	$66,295.01
	Subtotal Hours:	**176**	**155**	**674**	**17**	**50**	**304**	**40**	**50**	**100**	**184**	**94**	**18,462**	**$3,157,831.23**
	Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:													**$45,785.00**
	Escalation (From 10-H1):													**$139,543.64**
	Total Hours and Fee:	**$22,717.92**	**$25,858.84**	**$67,354.29**	**$6,054.50**	**$8,147.25**	**$37,763.26**	**$4,838.94**	**$5,825.21**	**$10,076.50**	**$15,935.85**	**$13,539.87**	**18,462**	**$3,343,159.86**

Michael Baker
INTERNATIONAL

Coachella Valley Association of Governments (CVAG)
Western Coachella Valley Flood and Blowsand Road Improvements Project, Phase One
Fee Worksheet - August 16, 2022

Michael Baker International, Inc.

	Name	Cogstone Resource Management		Contech Engineered Solutions		Monument		Earth Mechanics		Total Subconsultant(s)		Total Michael Baker Team Hours	Michael Baker Total Team Fee
	Classification												
Task No.	Task Description	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	74	$13,010.67
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	30	$4,080.06
5.3.2	Public Scoping Meeting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	44	$8,930.61
5.4	Preparation of the EIR/EIS	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	930	$130,855.64
5.4.1	Administrative Draft EIR/EIS Preparation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	360	$50,060.69
5.4.2	Screencheck Draft EIR/EIS Preparation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	256	$36,356.77
5.4.3	Circulation of Draft EIR/EIS and Public Notification	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	154	$21,416.91
5.4.4	Final EIR/EIS Preparation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	160	$23,021.27
5.5	Regulatory Coordination, Consultation and Permitting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	613	$112,383.29
5.5.1	USACE 404 Authortzation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	240	$42,507.82
5.5.2	401 Water Quality Certification	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	97	$17,768.16
5.5.3	CDFW 1602 Streambed Alteration Agreement	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	112	$20,106.36
5.5.4	Resource Agency Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	164	$32,000.95
5.6	Environmental Task Management	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	113	$23,928.26
5.6.1	Coordination Meetings	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	25	$5,698.85
5.6.2	Public Hearings	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	48	$10,645.66
5.6.3	Environmental Tasks Management	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	40	$7,583.74
6.0	**ROADWAY**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**3,304**	**$456,360.80**
	Preliminary Engineering	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
6.1	Roadway Geometrical Approval Drawings (30% Plans)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1,124	$155,504.64
	Final Plans, Specifications and Estimates	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
6.2	60% Roadway Plans, Specifications and Estimates	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1,239	$169,858.01
6.3	90% Roadway Plans, Specifications and Estimates	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	662	$91,960.82
6.4	Final Contract Bid Documents	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	279	$39,037.34
7.0	**TRAFFIC CONTROL**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**180**	**$26,558.09**
7.1	Traffic Control Plans	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	180	$26,558.09
8.0	**STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**2,726**	**$540,342.92**
8.1	Bridge Type Selection	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	532	$107,582.88
8.2	65% PS&E	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1,341	$259,575.24
8.3	Structures Quality Control	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	120	$30,779.11
8.4	95 % PS&E	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	521	$101,078.35
8.5	100% PS&E	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	106	$20,663.67
8.6	Final PS&E	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	106	$20,663.67
9.0	**UTILITIES**	**0**	**$0.00**	**0**	**$0.00**	**605**	**$72,123.88**	**0**	**$0.00**	**605**	**$72,123.88**	**757**	**$94,170.70**
9.1	Utility Coordination	0	$0.00	0	$0.00	560	$66,200.02	0	$0.00	560	$66,200.02	712	$88,246.83
9.2	Utility Potholing	0	$0.00	0	$0.00	45	$5,923.87	0	$0.00	45	$5,923.87	45	$5,923.87
10.0	**GEOTECHNICAL**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**1,150**	**$202,350.05**	**1,150**	**$202,350.05**	**1,170**	**$207,483.24**
10.1	Preliminary Foundation Report	0	$0.00	0	$0.00	0	$0.00	160	$30,814.48	160	$30,814.48	176	$34,985.43
10.2	Geotechnical Investigation	0	$0.00	0	$0.00	0	$0.00	260	$42,057.68	260	$42,057.68	260	$42,057.68
10.3	Laboratory Testing	0	$0.00	0	$0.00	0	$0.00	260	$42,456.60	260	$42,456.60	260	$42,456.60
10.4	Geotechnical Engineering Analyses	0	$0.00	0	$0.00	0	$0.00	470	$87,021.29	470	$87,021.29	474	$87,983.53
11.0	**POST DESIGN SERVICES**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**50**	**$11,006.92**	**50**	**$11,006.92**	**514**	**$108,735.72**
11.1	Services During Bidding	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	144	$31,433.78
11.2	Construction Services	0	$0.00	0	$0.00	0	$0.00	50	$11,006.92	50	$11,006.92	370	$77,301.94
	Subtotal Hours:	**223**	**$19,948.19**	**0**	**$0.00**	**2,083**	**$219,794.16**	**1,200**	**$213,356.98**	**3,506**	**$453,099.33**	**21,968**	**$3,610,930.56**
	Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:		**$2,976.25**		**$200,000.00**		**$375,750.00**		**$62,000.00**		**$640,726.25**		**$686,511.25**
	Escalation (From 10-H1):		**$119.69**		**$0.00**		**$9,396.20**		**$10,774.53**		**$20,290.42**		**$159,834.05**
	Total Hours and Fee:	**223**	**$23,044.13**	**0**	**$200,000.00**	**2,083**	**$604,940.36**	**1,200**	**$286,131.50**	**3,506**	**$1,114,116.00**	**21,968**	**$4,457,275.86**

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Cogstone Resource Management, Inc.

Project No.: CVAG Contract No. TBD Date 8/12/2022

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Program Director	Molly Valasik	8	$ 52.11	$ 416.88
Principal Investigator for Paleontology III	Eric Scott	6	$ 46.67	$ 280.02
Principal Investigator for Paleontology II	Kim Scott	16	$ 40.23	$ 643.68
Task Manager/Principal Investigator for A	John Gust	58	$ 37.45	$ 2,172.10
Archaeology Supervisor	Sandy Duarte	79	$ 32.50	$ 2,567.50
Paleontology Supervisor	Kelly Vreeland	24	$ 31.03	$ 744.72
GIS Specialist	Logan Freeberg	24	$ 29.96	$ 719.04
Technical Editor	Debbie Webster	8	$ 33.00	$ 264.00
	Total Hours	223		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 7,807.94

b) Anticipated Salary Increases (see page 2 for sample) $ 46.85

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] $ 7,854.79

INDIRECT COSTS

d) Fringe Benefits (Rate 31.98%) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] $ 2,511.96

f) Overhead (Rate 92.65%) g) Overhead [(c) x (f)] $ 7,277.46

h) General and Administrative (Rate 7.63%) i) Gen & Admin [(c) x (h)] $ 599.32

Caltrans Acceptance ID: L2021-1466

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 10,388.74

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (J)] x fixed fee: 10.00% $ 1,824.35

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	250	Mile	$0.625	$156.25
Cultural Records Search (EIC)	10	Hour	$185.00	$1,850.00
Certified Mail	18	Stamp	$5.00	$90.00
Paleontological Records Search (NHMLAC)	2	Quad	$290.00	$580.00
Paleontological Records Search (WSC)	2	Quad	$150.00	$300.00
<List other direct cost>				$0.00
<List other direct cost>				$0.00
<List other direct cost>				$0.00
<List other direct cost>				$0.00

l) **TOTAL OTHER DIRECT COSTS** $2,976.25

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

n) **TOTAL OTHER DIRECT COSTS** INCLUDING SUBCONSULTANTS [(l) + (m)] $2,976.25

TOTAL COST [(c) + (j) + (k) + (n)] $ 23,044.13

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Cogstone Resource Management, Inc. Contract No.: TBD Date: 8/12/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate		**5 year Contract Duration**
$ 7,807.94	/	223	=	$ 35.01		Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	$ 35.01	+	3%	=	$ 36.06	Year 2 Avg Hourly Rate
Year 2	$ 36.06	+	3%	=	$ 37.15	Year 3 Avg Hourly Rate
Year 3	$ 37.15	+	3%	=	$ 38.26	Year 4 Avg Hourly Rate
Year 4	$ 38.26	+	3%	=	$ 39.41	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	80.0%	*	223	=	178.4	Estimated Hours Year 1
Year 2	20.0%	*	223	=	44.6	Estimated Hours Year 2
Year 3	0.0%	*	223	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	223	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	223	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	223.0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	$ 35.01	*	178.4	=	$ 6,246.35	Estimated Hours Year 1
Year 2	$ 36.06	*	44.6	=	$ 1,608.44	Estimated Hours Year 2
Year 3	$ 37.15	*	0.0	=	$ -	Estimated Hours Year 3
Year 4	$ 38.26	*	0.0	=	$ -	Estimated Hours Year 4
Year 5	$ 39.41	*	0.0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 7,854.79	
			Direct Labor Subtotal before Escalation	=	$ 7,807.94	
			Estimated Total of Direct Labor Salary Increase	=	**$ 46.85**	Transferred to page 1

Notes:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (i.e., $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Molly Valasik Title*: CEO/CFO

Signature: Molly Valasik Date of Certification (mm/dd/yyyy): 8/12/2022

Email: mvalasik@cogstone.com Phone Number: 714-974-8300

Address: 1518 W. Taft Avenue, Orange, CA 92865

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Cultural and paleontological resources services.

Coachella Valley Association of Governments (CVAG)

Western Coachella Valley Flood and Blowsand Road Improvement Project, Phase One

Fee Proposal - August 16, 2022

Cogstone Resource Management

	Name	Molly Valasik	Eric Scott	Kim Scott	John Gust	Sandy Duarte	Kelly Vreeland	Logan Freeberg	Debbie Webster	Total Cogstone Resource Management Hours	Total Cogstone Resource Management Fee
	Classification	Program Director	Principal Investigator for Paleontology III	Principal Investigator for Paleontology II	Manager/Principal Investigator for Archaeology	Archaeology Supervisor	Paleontology Supervisor	GIS Specialist	Technical Editor		
Task No.	Task Description	$133.13	$119.24	$102.78	$95.68	$83.03	$79.28	$76.54	$84.31		
5.0	ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING	8	6	16	58	79	24	24	8	223	$19,948.19
5.1	Project Initiation and Project Description	0	0	0	0	0	0	0	0	0	$0.00
5.1.1	Project Initiation for Environment Work Plan									0	$0.00
5.1.2	Literature/Record Research and Project Description									0	$0.00
5.2	Technical Studies	8	6	16	58	79	24	24	8	223	$19,948.19
5.2.1	Air Quality Analysis									0	$0.00
5.2.2	Greenhouse Gas Emissions									0	$0.00
5.2.3	Energy Assessment									0	$0.00
5.2.4	Noise Study Report									0	$0.00
5.2.5	Cultural Resources Assessment	8	6	16	58	79	24	24	8	223	$19,948.19
5.2.6	Transportation									0	$0.00
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report									0	$0.00
5.2.8	Water Quality Assessment Report									0	$0.00
	Subtotal Hours for both Phases:	8	6	16	58	79	24	24	8	223	$19,948.19
	Other Direct Costs:										$2,976.25
	Escalation (From 19-H1):										$119.69
	Total Hours and Fee:	$1,065.07	$715.41	$1,644.51	$5,548.41	$6,559.69	$1,902.66	$1,837.85	$674.48	223	$23,044.13

Coachella Valley Association of Governments (CVAG)

Western Coachella Valley Flood and Blowsand Road Improvement Project, Phase One

Fee Proposal - August 16, 2022

Contech Engineered Solutions

	Name	Not Applicable	Total Contech Engineered Solutions Hours	Total Contech Engineered Solutions Fee
	Classification			
Task No.	Task Description	$0.00		
	Subtotal Hours for both Phases:	0	0	$0.00
	Other Direct Costs / Design Fee:			$200,000.00
	Escalation (From 10-H1):			$0.00
	Total Hours and Fee:	$0.00	0	$200,000.00

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Monument

Project No.: CVAG Contract No.: TBD Date: 8/16/2022

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PIC	Joey Mendoza*	46	$ 108.17	$ 4,975.82
PM	Kim Bibolet*	168	$ 80.32	$ 13,493.76
Sr. Agent	July Yokogawa	308	$ 46.08	$ 14,192.64
Agent	Tim McCloud	564	$ 32.03	$ 18,064.92
Utility Manager	Curtis Bibolet	333	$ 65.72	$ 21,884.76
Utility Coordinator	Haben Woldermariam	294	$ 35.71	$ 10,498.74
Analyst	Tiffany McCloud	370	$ 29.81	$ 11,029.70
	Total Hours	2,083		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 94,140.34

b) Anticipated Salary Increases (see page 2 for sample) $ 4,024.50

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] $ 98,164.84

INDIRECT COSTS

d) Fringe Benefits (Rate 59.29%)

e) **TOTAL FRINGE BENEFITS** [(c) x (d)] $ 58,201.93

f) Overhead (Rate 52.96%)

g) Overhead [(c) x (f)] $ 51,988.10

h) General and Administrative (Rate)

i) Gen & Admin [(c) x (h)] $ -

Caltrans Acceptance ID: D2020-0689

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 110,190.03

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10.00% $ 20,835.49

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	2400	Mile	$0.625	$1,500.00
Printing and Reprographics				$500.00
Travel (Flight, Hotel, Rental Car, Per Diem)				$0.00
Potholing				$27,000.00
Appraisal				$236,250.00
Review Appraisal				$110,500.00

l) **TOTAL OTHER DIRECT COSTS** $375,750.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

n) **TOTAL OTHER DIRECT COSTS** INCLUDING SUBCONSULTANTS [(l) + (m)] $375,750.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 604,940.36

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Monument Contract No. TBD Date 8/16/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate		**5 year Contract Duration**
$ 94,140.34	/	2,083	=	$ 45.19		Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	$ 45.19	+	5%	=	$ 47.45	Year 2 Avg Hourly Rate
Year 2	$ 47.45	+	5%	=	$ 49.83	Year 3 Avg Hourly Rate
Year 3	$ 49.83	+	5%	=	$ 52.32	Year 4 Avg Hourly Rate
Year 4	$ 52.32	+	5%	=	$ 54.93	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	25.0%	*	2083	=	520.8	Estimated Hours Year 1
Year 2	65.0%	*	2083	=	1354.0	Estimated Hours Year 2
Year 3	10.0%	*	2083	=	208.3	Estimated Hours Year 3
Year 4	0.0%	*	2083	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	2083	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	2083.0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	$ 45.19	*	520.8	=	$ 23,535.09	Estimated Hours Year 1
Year 2	$ 47.45	*	1354.0	=	$ 64,250.78	Estimated Hours Year 2
Year 3	$ 49.83	*	208.3	=	$ 10,378.97	Estimated Hours Year 3
Year 4	$ 52.32	*	0.0	=	$ -	Estimated Hours Year 4
Year 5	$ 54.93	*	0.0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 98,164.84	
			Direct Labor Subtotal before Escalation	=	$ 94,140.34	
			Estimated Total of Direct Labor Salary Increase	=	**$ 4,024.50**	Transferred to page 1

Notes:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (i.e., $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Joey Mendoza Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 8/16/2022

Email: jmendoza@monumentrow.com Phone Number: 949-378-0687

Address:

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Assumes 62 parcels, 24 ownerships, Assumes 10 rights of entries will be obtained, Assumes 45 appraisals/reviews will be required, Assumes BLM and Coachella Valley Conservation Commission will require yellowbook appraisals, Assumes eminent domain coordination for 3 private property owners, Assumes 18 potholes at $1,500 each, Assumes 16 utility owners are in the project area, Assumes 7 utility facilities will be in conflict, Assumes 1 Utility Agreement will be needed.

Coachella Valley Association of Governments (CVAG)

Western Coachella Valley Flood and Blowsand Road Improvement Project, Phase One

Fee Proposal - August 16, 2022

Monument

	Name	Joey Mendoza*	Kim Biboiet*	July Yokogawa	Tim McCloud	Curtis Biboiet	Haben Woldemariam	Tiffany McCloud	Total Monument Hours	Total Monument Fee
	Classification	PIC	PM	Sr. Agent	Agent	Utility Manager	Utility Coordinator	Analyst		
Task No.	Task Description	$252.55	$187.53	$107.59	$74.78	$153.44	$83.37	$69.60		
3.0	RIGHT-OF-WAY	46	168	308	564	20	28	352	1,478	$147,670.28
3.1	Project Management	18	96						114	$22,548.50
3.2	Right-of-Way Cost Estimates and Data Sheets	4	8		16	8	12	12	60	$6,770.12
3.3	Appraisal Reports								0	$0.00
3.4	Appraisal Review								0	$0.00
3.5	Right of Entry Permits		4		28		8		40	$3,511.00
3.6	Acquisition and Negotiation	20	40	300	400			300	1,060	$95,620.15
3.7	Escrows Coordination				96			24	120	$8,849.45
3.8	Right-of-Way Certification	4	12		24	12		8	60	$7,453.36
3.9	Eminent Domain Support		8	8				8	24	$2,917.69
9.0	UTILITIES	0	0	0	0	313	274	18	605	$72,123.88
9.1	Utility Coordination					282	260	18	560	$66,200.02
9.2	Utility Potholing					31	14		45	$5,923.87
	Subtotal Hours for both Phases:	46	168	308	564	333	294	370	2,083	$219,794.16
	Other Direct Costs:									$375,750.00
	Escalation (From 10-H1):									$9,396.20
	Total Hours and Fee:	$11,617.30	$31,504.56	$33,136.27	$42,177.07	$51,095.44	$24,511.93	$25,751.59	2,083	$604,940.36

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Earth Mechanics, Inc. (EMI)

Project No.: CVAG Contract No.: TBD Date: 8/15/2022

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Alahesh Thurairajah	170	$ 93.00	$ 15,810.00
Senior Engineer/Geologist	0	250	$ 62.00	$ 15,500.00
Sr. Project Geologist	0	160	$ 55.10	$ 8,816.00
Project Engineer/Geologist	0	230	$ 48.70	$ 11,201.00
Senior Technician	0	160	$ 47.50	$ 7,600.00
Sr. Staff Engineer	0	230	$ 46.10	$ 10,603.00
Principal Engineer	0	0	$ 84.20	$ -
Sr. Project Engineer	0	0	$ 59.90	$ -
Staff Engineer	0	0	$ 41.00	$ -
Technician	0	0	$ 22.10	$ -
	Total Hours	1,200		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 69,530.00

b) Anticipated Salary Increases (see page 2 for sample) $ 3,511.27

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] $ 73,041.27

INDIRECT COSTS

d) Fringe Benefits (Rate 88.05%) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] $ 64,312.83

f) Overhead (Rate 90.91%) g) Overhead [(c) x (f)] $ 66,401.81

h) General and Administrative (Rate 0.00%) i) Gen & Admin [(c) x (h)] $ -

Caltrans Acceptance ID: D2020-0689

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 130,714.65

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10.00% $ 20,375.59

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	4400	Mile	$0.625	$2,750.00
Drill Rig Rental	10	Day	$4,500.00	$45,000.00
Traffic Control	5	Day	$1,750.00	$8,750.00
Permits	1	LS	$2,000.00	$2,000.00
R-Value Tests	14	Test	$250.00	$3,500.00

l) **TOTAL OTHER DIRECT COSTS** $62,000.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

n) **TOTAL OTHER DIRECT COSTS** INCLUDING SUBCONSULTANTS [(l) + (m)] $62,000.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 286,131.50

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Earth Mechanics, Inc. (EMI) Contract No.: TBD Date: 8/15/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	
$ 69,530.00	/	1,200	=	$ 57.94	**5 year Contract Duration** Year 1 avg Hourly rate

2. Calculate hourly rate for all years (Increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	$ 57.94	+	5%	=	$ 60.84	Year 2 Avg Hourly Rate
Year 2	$ 60.84	+	5%	=	$ 63.88	Year 3 Avg Hourly Rate
Year 3	$ 63.88	+	5%	=	$ 67.07	Year 4 Avg Hourly Rate
Year 4	$ 67.07	+	5%	=	$ 70.43	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	1200	=	240.0	Estimated Hours Year 1
Year 2	60.0%	*	1200	=	720.0	Estimated Hours Year 2
Year 3	20.0%	*	1200	=	240.0	Estimated Hours Year 3
Year 4	0.0%	*	1200	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	1200	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	1200.0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	$ 57.94	*	240.0	=	$ 13,906.00	Estimated Hours Year 1
Year 2	$ 60.84	*	720.0	=	$ 43,803.90	Estimated Hours Year 2
Year 3	$ 63.88	*	240.0	=	$ 15,331.37	Estimated Hours Year 3
Year 4	$ 67.07	*	0.0	=	$ -	Estimated Hours Year 4
Year 5	$ 70.43	*	0.0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 73,041.27	
			Direct Labor Subtotal before Escalation	=	$ 69,530.00	
			Estimated Total of Direct Labor Salary Increase	=	**$ 3,511.27**	Transferred to page 1

Notes:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (i.e., $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Alaheswaran Thurairajah, PE, GE Title*: President

Signature: [signature] Date of Certification (mm/dd/yyyy): 8/15/2022

Email: A.Thurairajah@earthmech.com Phone Number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

541330 - Geotechnical Engineering
541380 - Laboratory Testing

Coachella Valley Association of Governments (CVAG)

Western Coachella Valley Flood and Blowsand Road Improvement Project, Phase One

Fee Proposal - August 16, 2022

Earth Mechanics

Name		Alahesh Thurairajah										Total Earth Mechanics Hours	Total Earth Mechanics Fee
Classification		Principal	Senior Engineer / Geologist	Sr. Project Geologist	Project Engineer / Geologist	Senior Technician	Sr. Staff Engineer	Principal Engineer	Sr. Project Engineer	Staff Engineer	Technician		
Task No.	Task Description	$285.38	$190.25	$169.08	$149.44	$145.76	$141.46	$258.37	$183.81	$125.81	$67.82		
10.0	**GEOTECHNICAL**	**150**	**230**	**160**	**220**	**160**	**230**	**0**	**0**	**0**	**0**	**1,150**	**$202,350.05**
10.1	Preliminary Foundation Report	30	50	40	40							160	$30,814.48
10.2	Geotechnical Investigation	20	20	40	40		140					260	$42,057.68
10.3	Laboratory Testing	20	40		20	160	20					260	$42,456.60
10.4	Geotechnical Engineering Analyses	80	120	80	120		70					470	$87,021.29
11.0	**POST DESIGN SERVICES**	**20**	**20**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**50**	**$11,006.92**
11.1	Services During Bidding											0	$0.00
11.2	Construction Services	20	20		10							50	$11,006.92
Subtotal Hours for both Phases:		**170**	**250**	**160**	**230**	**160**	**230**	**0**	**0**	**0**	**0**	**1,200**	**$213,356.98**
Other Direct Costs:													**$62,000.00**
Escalation (From 10-H1):													**$10,774.53**
Total Hours and Fee:		**$48,513.93**	**$47,562.68**	**$27,052.42**	**$34,370.94**	**$23,321.06**	**$32,535.94**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**1,200**	**$286,131.50**

CVAG-22-XXX

AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF CATHEDRAL CITY

THIS AGREEMENT is made and entered into this 26 day of September 2022, by and between the **Cathedral City ("Agency")**, and the **Coachella Valley Association of Governments**, a California joint powers agency, **("CVAG")**, and is made with reference to the following background facts and circumstances:

RECITALS

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects and corridors throughout the Coachella Valley to be of regional importance. This project is included in the 2016 Transportation Project Prioritization Study (TPPS) document; and,

Approval of a highway financing measure by the voters of Riverside County in November of 1988, as well as the approval of an extension of Measure A by the voters in November of 2002, has created a source of funds with which to construct such projects; and,

CVAG by agreement with its member agencies and with the Riverside County Transportation Commission ("RCTC"), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee “TUMF” Fee Ordinance to increase the collected TUMF Fee, effective January 1, 2007; and,

Under CVAG's policy of funding eligible projects with member jurisdictions, effective January 1, 2007, the responsible jurisdiction(s) will be responsible for paying Twenty-five Percent (25%) of the Project costs (the Local Share), as well as any ineligible project costs, and CVAG will be responsible for Seventy-five Percent (75%) of eligible Project costs (the Regional Share). **Design and Engineering of Date Palm Drive from I-10 to Varner Road and Varner Road from Mountain View Road to Date Palm Drive. The estimated design and engineering cost of the said segments is $1,769,140.85. Cathedral City’s share of the Project cost is not-to-exceed $442,285.21** being 25% of the anticipated Local Share of the Project costs.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The program embodied in this agreement for the reimbursement of funds by CVAG shall apply only to those regional arterial projects that have heretofore been identified in CVAG's Transportation Project Prioritization Study or specifically authorized by CVAG's Executive Committee. The Project was specifically approved by CVAG's Executive Committee as consistent with the TPPS on 30 September 2019 and is therefore eligible.

2. At the December 7, 2020, meeting, the CVAG Executive Committee considered the findings from the "Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley." The Flood and Blowsand assessment prioritized projects that would best fit the needs of the Western Coachella Valley during a flooding or emergency event. CVAG Transportation and Executive Committees in April 2021 prioritized improvements on North Indian Canyon Road (from Sunrise Parkway to Palm Station Road).

2. The Project is described as and consists of the following: **Design and Engineering of Road and Bridge Improvements of Date Palm Drive from I-10 to Varner Road and Varner Road from Mountain View Road to Date Palm Drive.** These services will hereinafter be referred to as the "Project".

3. The scope of work of the Project is more particularly described in Exhibit "A", entitled "Scope of Services " attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in Exhibit "B" - "Estimate of Cost", attached hereto and made a part hereof. The cost estimates include amount CVAG shall pay to outside consultants in connection with the Project. The amount of the Jurisdiction One-Quarter and the CVAG Three-Quarters shall be calculated by reference to the cost estimates as shown on Exhibit "B" unless amended pursuant to the provisions of Paragraph 6.

4. It is the agreement between CVAG and Agency that of the total estimated cost of the project will be approximately $1,769,140.85, CVAG' Regional Share will equal $1,326,855.64 and City of Cathedral City Local Share shall be $442,285.21.

5. Agency agrees to Pay reimbursement for its proportional share of only those costs which are eligible for reimbursement to CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.

6. CVAG shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, CVAG shall submit invoices to Agency requesting reimbursement of the proportionate share of those eligible costs associated with the Project. Each invoice shall be accompanied by detailed consultants' invoices, or other demands for payment addressed to CVAG, and documents evidencing CVAG's payment of the invoices or demands for payment. CVAG shall also submit a Project

Completion Report, in a form acceptable to Agency.

6.1 Upon receipt of an invoice from CVAG, Agency may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by Agency to CVAG within thirty (30) days.

6.2 If a post-payment audit or review indicates that Agency has Provided reimbursement to CVAG in an amount in excess of its proportionate share of eligible costs, or has provided reimbursement of ineligible Project costs, CVAG shall reimburse Agency for the excess or ineligible payments within thirty (30) days of notification by Agency.

7. Prior to any final payment to CVAG by Agency, a final report shall be submitted to Agency by CVAG containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility.

8. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG and Agency will in good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Non-substantive changes may be made to this agreement subject to CVAG's General Counsel's approval.

9. CVAG shall maintain an accounting of all funds received from Agency pursuant to this Agreement in accordance with generally accepted accounting principles. CVAG agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by the CVAG on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. CVAG shall permit Agency, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. Agency shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

10. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and CVAG shall provide Agency with immediate notice thereof.

11.1 Any warranty, representation, statement, report, or certificate made or delivered to Agency by CVAG or any of CVAG's officers, employees, or agents now or hereafter which is incorrect, false, untrue, or misleading in any material respect.

11.2 CVAG shall fail to pay, perform, or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,

11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Agency; entry of a court order which enjoins, restrains or in any way prevents Agency from paying sums owed to creditors.

11. No waiver of any Event of Default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

12. This Agreement is made and entered into for the sole protection and benefit of CVAG and Agency and no third person shall have any right of action under this Agreement.

13. It is the intent of the Agency and CVAG that the Project be represented as being funded by Measure "A"/TUMF funds. All public notices, news releases, and documents shall indicate that the Project is being cooperatively developed by the Agency, RCTC, and CVAG using Measure "A"/TUMF funds.

14. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute Agency as a party to the construction or in ownership or a partner or joint ventures with CVAG as to the Project. The Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the Agency related to the Project or taken in the performance of this Agreement or any agreement entered into by Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless the Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and

expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this Agreement.

15. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by Agency. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights or remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse Agency from full and timely performance in accordance with the terms of this Agreement.

16. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, Agency covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement.

17. CVAG warrants that all aspects of the Project shall be undertaken in compliance with all applicable local, state, and federal rules, regulations, and laws.

18. This Agreement may not be assigned without the express written consent of Agency first being obtained.

19. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

20. No officer or employee of CVAG shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by CVAG or for any amount with may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.

21. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding from TUMF and/or Measure "A" monies.

22. No officer or employee of CVAG shall have any personal interest, direct or

indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.

23. CVAG warrants that the funds received by Agency pursuant to this Agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

24. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **Cathedral City:**
John Corella, Director of Engineering/Public Works
City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, CA. 92234
Telephone: (760) 7700327

If to **CVAG**:
CVAG
Jonathan Hoy
Director of Transportation
73-710 Fred Waring Drive
Palm Desert, CA 92260
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

25. This Agreement and the exhibits herein contain the entire agreement between the parties and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

26. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

28. Time is of the essence in this Agreement, and each provision hereof in which time is an element.

29. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.

30. CVAG warrants that the execution, delivery, and performance of this Agreement and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

31. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

ATTEST:

By: _____
Charlie McClendon, City Manager

CITY OF Cathedral City

By: _____
Ernesto M. Gutierrez, Mayor

ATTEST:

By: _____
Tom Kirk, Executive Director

CVAG

By: _____
Steven Hernandez, Chair

CVAG-22-XXX

EXHIBIT "A"

.

AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF CATHEDRAL CITY
SCOPE OF SERVICES

The Scope of Services for this Project includes:

Design and Engineering of Date Palm Drive from I-10 to Varner Road and Varner Road from Mountain View Road to Date Palm Drive.

See attached scope document from Michael Baker International

CVAG-22-XXX

EXHIBIT "B"

AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF CATHEDRAL CITY
COST ESTIMATES
FOR

Design and Engineering of Date Palm Drive from I-10 to Varner Road and Varner Road from Mountain View Road to Date Palm Drive

The total estimated cost of the Project is $1,769,140.85. CVAG agrees to pay 75% of the qualified project costs estimated as not-to-exceed $1,326,855.64.

The City of Cathedral City agrees to pay no more than $442,285.21 which represents 25% of remaining qualified project costs beginning October 1, 2022. Payments may be billed retroactively for services rendered, properly invoiced, and paid by CVAG.

See attached cost document from Michael Baker International

CVAG-22-XXX

AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF PALM SPRINGS

THIS AGREEMENT is made and entered into this 26 day of September 2022, by and between the **City of Palm Springs ("Agency")**, and the **Coachella Valley Association of Governments**, a California joint powers agency, **("CVAG")**, and is made with reference to the following background facts and circumstances:

RECITALS

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects and corridors throughout the Coachella Valley to be of regional importance. This project is included in the 2016 Transportation Project Prioritization Study (TPPS) document; and,

Approval of a highway financing measure by the voters of Riverside County in November of 1988, as well as the approval of an extension of Measure A by the voters in November of 2002, has created a source of funds with which to construct such projects; and,

CVAG by agreement with its member agencies and with the Riverside County Transportation Commission ("RCTC"), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee “TUMF” Fee Ordinance to increase the collected TUMF Fee, effective January 1, 2007; and,

Under CVAG's policy of funding eligible projects with member jurisdictions, effective January 1, 2007, the responsible jurisdiction(s) will be responsible for paying Twenty-five Percent (25%) of the Project costs (the Local Share), as well as any ineligible project costs, and CVAG will be responsible for Seventy-five Percent (75%) of eligible Project costs (the Regional Share). **Design and Engineering of Indian Canyon Drive Road and Bridge Improvements Project from Sunrise Parkway to Palm Station Road. The estimated design and engineering cost of the Project is $2,695,490.73. City’s share of the project cost is not-to-exceed $673,872.68** being 25% of the anticipated Regional Share of the Project costs.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The program embodied in this agreement for the reimbursement of funds by CVAG shall apply only to those regional arterial projects that have heretofore

been identified in CVAG's Transportation Project Prioritization Study or specifically authorized by CVAG's Executive Committee. The Project was specifically approved by CVAG's Executive Committee as consistent with the TPPS on 30 September 2019 and is therefore eligible.

2. At the December 7, 2020, meeting, the CVAG Executive Committee considered the findings from the "Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley." The Flood and Blowsand assessment prioritized projects that would best fit the needs of the Western Coachella Valley during a flooding or emergency event. CVAG Transportation and Executive Committees in April 2021 prioritized improvements on North Indian Canyon Road (from Sunrise Parkway to Palm Station Road).

2. The Project is generally described as and consists of the following: **Design and Engineering of Indian Canyon Drive Road and Bridge Improvements Project from Sunrise Parkway to Palm Station Road Project.** These services will hereinafter be referred to as the "Project".

3. The scope of work of the Project is more particularly described in Exhibit "A", entitled "Scope of Services " attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in Exhibit "B" - "Estimate of Cost", attached hereto and made a part hereof. The cost estimates include amount CVAG shall pay to outside consultants in connection with the Project. The amount of the Jurisdiction One-Quarter and the CVAG Three-Quarters shall be calculated by reference to the cost estimates as shown on Exhibit "B" unless amended pursuant to the provisions of Paragraph 6.

4. It is the agreement between CVAG and Agency that of the total estimated cost of the project will be approximately $2,695,490.73, CVAG' Regional Share will equal $2,021,618.05 and City of Palm Springs Local Share shall be $673,872.68.

5. Agency agrees to Pay reimbursement for its proportional share of only those costs which are eligible for reimbursement to CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.

6. CVAG shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, CVAG shall submit invoices to Agency requesting reimbursement of the proportionate share of those eligible costs associated with the Project. Each invoice shall be accompanied by detailed consultants' invoices, or other demands for payment addressed to CVAG, and documents evidencing CVAG's payment of the invoices or demands for payment. CVAG shall also submit a Project Completion Report, in a form acceptable to Agency.

6.1 Upon receipt of an invoice from CVAG, Agency may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by Agency to CVAG within thirty (30) days.

6.2 If a post-payment audit or review indicates that Agency has Provided reimbursement to CVAG in an amount in excess of its proportionate share of eligible costs, or has provided reimbursement of ineligible Project costs, CVAG shall reimburse Agency for the excess or ineligible payments within thirty (30) days of notification by Agency.

7. Prior to any final payment to CVAG by Agency, a final report shall be submitted to Agency by CVAG containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility.

8. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG and Agency will in good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Non-substantive changes may be made to this agreement subject to CVAG's General Counsel's approval.

9. CVAG shall maintain an accounting of all funds received from Agency pursuant to this Agreement in accordance with generally accepted accounting principles. CVAG agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by the CVAG on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. CVAG shall permit Agency, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. Agency shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

10. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and CVAG shall provide Agency with immediate notice thereof.

11.1 Any warranty, representation, statement, report, or certificate made or delivered to Agency by CVAG or any of CVAG's officers, employees, or agents

now or hereafter which is incorrect, false, untrue, or misleading in any material respect.

11.2 CVAG shall fail to pay, perform, or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,

11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Agency; entry of a court order which enjoins, restrains or in any way prevents Agency from paying sums owed to creditors.

11. No waiver of any Event of Default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

12. This Agreement is made and entered into for the sole protection and benefit of CVAG and Agency and no third person shall have any right of action under this Agreement.

13. It is the intent of the Agency and CVAG that the Project be represented as being funded by Measure “A”/TUMF funds. All public notices, news releases, and documents shall indicate that the Project is being cooperatively developed by the Agency, RCTC, and CVAG using Measure “A”/TUMF funds.

14. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute Agency as a party to the construction or in ownership or a partner or joint ventures with CVAG as to the Project. The Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the Agency related to the Project or taken in the performance of this Agreement or any agreement entered into by Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless the Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this Agreement.

15. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by Agency. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights or remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse Agency from full and timely performance in accordance with the terms of this Agreement.

16. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, Agency covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement.

17. CVAG warrants that all aspects of the Project shall be undertaken in compliance with all applicable local, state, and federal rules, regulations, and laws.

18. This Agreement may not be assigned without the express written consent of Agency first being obtained.

19. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

20. No officer or employee of CVAG shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by CVAG or for any amount with may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.

21. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding from TUMF and/or Measure "A" monies.

22. No officer or employee of CVAG shall have any personal interest, direct or indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest

of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.

23. CVAG warrants that the funds received by Agency pursuant to this Agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

24. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **City of Palm Springs:**
Joel Montalvo, City Engineer
City of Palm Springs
3200 East Taquitz Canyon Way
Palm Springs, CA 92262
Telephone: (760) 322-8339

If to **CVAG**:
CVAG
Jonathan Hoy
Director of Transportation
73-710 Fred Waring Drive
Palm Desert, CA 92260
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

25. This Agreement and the exhibits herein contain the entire agreement between the parties and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

26. If any term, provision, condition, or covenant of this Agreement, or the

application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

28. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.

29. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.

30. CVAG warrants that the execution, delivery, and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

31. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

ATTEST:

By: _____
Teresa Gallavan, City Manager

CITY OF PALM SPRINGS:

By: _____
Lisa Middleton, Mayor

ATTEST:

By: _____
Tom Kirk, Executive Director

CVAG

By: _____
Steven Hernandez, Chair

CVAG-22-XXX

EXHIBIT "A"

AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF PALM SPRINGS
SCOPE OF SERVICES

The Scope of Services for this Project includes:

Design and Engineering of Indian Canyon Drive Road and Bridge Improvements Project from Sunrise Parkway to Palm Station Road.

See attached scope document from Michael Baker International

CVAG-22-XXX

EXHIBIT "B"

AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF PALM SPRINGS
COST ESTIMATES
FOR

Design and Engineering of Indian Canyon Drive Road and Bridge Improvements Project from Sunrise Parkway to Palm Station Road.

The total estimated cost of the Project is $2,695,490.73. CVAG agrees to pay 75% of the qualified project costs estimated as not-to-exceed $2,021,618.05.

The City of Palm Springs agrees to pay no more than $673,872.68, which represents 25% of the qualified project costs beginning October 1, 2022. Payments may be billed retroactively for services rendered, properly invoiced, and paid by CVAG.

See attached cost document from Michael Baker International

ITEM 8B

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Amendment No. 2 to the Reimbursement Agreement for the Avenue 48 between Van Buren Street and Dillon Road Widening Project**

Contact: Eric Cowle, Transportation Engineer (ecowle@cvag.org)

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement between CVAG, the County of Riverside and the City of Coachella for the Avenue 48 Between Van Buren Street and Dillon Road Widening Project, adding an amount not to exceed $3,450,000, with CVAG's share of $2,587,500, for the construction phase and extending the time trigger to commence construction to August 31, 2023; and authorize the Executive Director and/or legal counsel to make clarifying changes before execution

Transportation Committee: Concurs (Meeting of August 29)

Background: At its September 2016 meeting, the CVAG Executive Committee received a request from Coachella Mayor Steven Hernandez to bring forward an existing project for Avenue 48 in Coachella. The Mayor's request was made in large part as a response to accidents in the area, particularly two pedestrian fatalities that had occurred on Avenue 48 and Luzon Street several days earlier. The Executive Committee considered the project at their December 5, 2016 meeting and approved an agreement with the County of Riverside to perform preliminary engineering and preparation of necessary environmental documentation for the stretch of Avenue 48 between Van Buren Street and Dillon Road.

This segment of Avenue 48 is within the top ten percent of CVAG's 2016 Transportation Project Prioritization Study (TPPS) with 13 points, tying it for the tenth ranked project overall. These proposed roadway improvements will provide two lanes in each direction and include bicycle and pedestrian facilities. The northern portion of the project is within the County of Riverside's jurisdiction, and the southern portion is within the City of Coachella. The County of Riverside is the lead agency for this project.

The initial reimbursement agreement was executed on June 20, 2017 authorizing $600,000 for the Preliminary Engineering and Environmental Design (PAED) phase. Amendment Number One was executed on April 27, 2021 and provided for an additional $650,000 for final design and right-of-way (ROW) acquisition. Amendment Number One also established a construction commencement date of August 31, 2022.

Riverside County has experienced delays in design, in part due to coordination with the Imperial Irrigation Department with respect to undergrounding of power lines. There also have been unexpected delays in right of way acquisition amid the COVID-19 pandemic.

The final design and right-of-way acquisition activities are underway, and the County is preparing for the construction phase of the project. Amendment Number Two is requested to provide an additional $3,450,000 for construction of the Avenue 48 widening project. The County is also requesting that the time trigger for commencing construction be extended to August 31, 2023. CVAG staff supports the County's request and is recommending approval of Amendment Number 2.

Fiscal Analysis: Amendment Number 2 will bring the total project cost to $4.7 million. The breakdown of the project cost by phase is shown below:

PAED – Original Agreement	$ 600,000
Final Design – Amendment Number 1	$ 350,000
ROW – Amendment Number 1	$ 300,000
Construction – Amendment Number 2	$3,450,000
Total Revised Budget	$4,700,000

The $3,450,000 being authorized for the construction phase of the project will be split into $2,587,500 as CVAG's regional share (75%), $431,250 as the County's share (12.5%) and $431,250 as the City of Coachella's share (12.5%). CVAG has regional transportation funds available to cover CVAG's share of $2,587,500.

Attachments:

Letter from County of Riverside
Project location map
Amendment Number 2 to the Reimbursement Agreement

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mark Lancaster
Director of Transportation

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and Development

Transportation Department

April 19, 2022

Tom Kirk
Executive Director
Coachella Valley Association of Governments (CVAG)
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

RE: Request for Revised Project Budget to Include Construction, Construction Management/Inspection, and Construction Survey and Request for Time Extension to Begin Construction for the Avenue 48 Widening Project

Dear Mr. ~~Kirk~~ Tom,

The County of Riverside (County) and CVAG have entered into a reimbursement agreement for Avenue 48 between Van Buren Street and Dillon Road Widening Project (Project) which will add one westbound lane and two eastbound lanes with a raised median between Van Buren Avenue to Dillon Road. Additionally, bike lanes and sidewalks will be constructed on each side of Avenue 48. The initial Reimbursement Agreement was executed on June 20, 2017 for the PA/ED phase of the project in the amount of $600,000; $450,000 regional share and $150,000 local share. On April 27, 2021 Amendment Number One to the Reimbursement Agreement between the County, CVAG and the City of Coachella (City) further divided the local share of the PA/ED so that the $150,000 would be split evenly between County and City. Amendment Number One also provided funding for Final Design Phase in the amount of $350,000 and Right of Way Phase in the amount of $300,000. The additional $650,000 were split into $487,500 as the regional share, and both the City and County contributing $81,250 for the local share. Amendment Number One also established a construction commencement date of August 31, 2022.

The County had tried to commit to maintaining the project schedule, but due to unforeseen circumstances is no longer able to commence construction by August 31, 2022.The County is in the process of completing the Final Design and partially complete with the Right of Way Phase. The Project has experienced delays in Final Design due to additional coordination with Imperial Irrigation District (IID) for the undergrounding of the power lines along the south side within the Project limits. A development in this area was initially conditioned to perform this work, but due to the developer having financial issues and recent bankruptcy filing, the work needed to be incorporated into the Project. In addition, the Project's Right of Way activities have also been delayed due to said design changes and issues with reaching and communicating with property owners for Temporary Construction Easements (TCE) and Permit to Enter and Construct (PEC) presented by COVID-19. Due to social distancing requirements and COVID-19 concerns, it has been difficult to coordinate in-person meetings which are typical for Right of Way activities.

With the final design nearing completion and right of way activities underway, the County is preparing for the construction phase of the project. The County respectfully requests an Amendment Number Two to the Reimbursement Agreement in the amount of $3,450,000 for the Construction, Construction Management/Inspection, and Construction Surveying. The new project budget after Amendment Number Two will be $4,700,000. The breakdown of the project costs by phase is shown below:

1.	Preliminary Engineering/Environmental Clearance	$600,000
2.	Final Design	$350,000
3.	Right-of-Way (13-PEC and 4-TCE)	$300,000
4.	Construction	$2,750,000
5.	Construction Management Inspection	$500,000
6.	Construction Survey	$200,000
	Total/Revised Budget	**$4,700,000**

Amendment Number Two funding for Construction, Construction Management/Inspection, and Construction Surveying will be split into $2,587,500 as the regional share along with the City and County each contributing $431,250 for the local share. In addition, the County respectfully requests a one (1) year time extension to commence construction by August 31, 2023.

Thank you for your consideration to approve the updated project budget and time extension. Please feel free to contact me at mlancaster@rivco.org or at 951-955-6740 if you have further questions.

Best regards,

Mark Lancaster
Director of Transportation

4080 Lemon Street, 8th Floor · Riverside, CA 92501 · (951) 955-6740
P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3198


Unincorporated
Riverside County
City of Indio
Lingayan Ave
Luzon Ave
Bataan St
Indio Blvd
Avenue 48
Van Buren St
Dillon Rd
City of Coachella
Frederick St
0
0.03
0.07
0.13 Miles
N

AMENDMENT NUMBER TWO
TO THE
REIMBURSEMENT AGREEMENT
BETWEEN
CVAG, THE COUNTY OF RIVERSIDE AND CITY OF COACHELLA
FOR THE
AVENUE 48 WIDENING PROJECT BETWEEN VAN BUREN STREET AND DILLON ROAD

This **AMENDMENT NUMBER TWO** is made and entered into this 26th day of September 2022, by and between the **Coachella Valley Association of Governments**, a California joint powers agency **(CVAG)**, the **City of Coachella (City)** and the **County of Riverside (County)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated December 5, 2016 for the Avenue 48 Widening Project between Van Buren and Dillon Road.

1. **This Amendment Number Two extends the time trigger to commence construction to August 31, 2023.**

2. **This Amendment Number Two authorizes reimbursement for an amount not-to-exceed $3,450,000 for the construction phase with the following split:**

CVAG Regional Share (75%):	**$2,587,500**
City of Coachella (12.5%):	**$ 431,250**
County of Riverside (12.5%):	**$ 431,250**
Total Not-to-Exceed:	**$3,450,000**

3. **The total amount payable under this Agreement shall not exceed $4,700,000.**

Original Agreement - PAED	December 5, 2016	$ 600,000
Amendment Number 1 – Final Design	April 27, 2021	$ 300,000
Amendment Number 1 – Right-of-Way	April 27, 2021	$ 350,000
Amendment Number 2 - Construction	September 26, 2022	$ 3,450,000
Total Amount Not to Exceed		**$ 4,700,000**

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Two to be executed by their duly authorized representatives on this date:

ATTEST

By: _____
Clerk of the Board of Supervisors

COUNTY OF RIVERSIDE

By: _____
Chair of the Board of Supervisors

ATTEST

By: _____
Gabriel Martin, City Manager

CITY OF COACHELLA

By: _____
Steven Hernandez, Mayor

ATTEST

By: _____
Tom Kirk, CVAG Executive Director

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Steven Hernandez, CVAG Chair

DRAFT

ITEM 9a

2021/2022 EXECUTIVE COMMITTEE ATTENDANCE ROSTER

CVAG JURISDICTION	JUL	AUG	SEP	OCT	NOV(Dec)	DEC	JAN	FEB	MAR	APR	MAY(JUN)	JUN
Blythe	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Cathedral City	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Coachella	-	-	✓	-		-	-	✓	-	✓	✓	✓
Desert Hot Springs	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Indian Wells	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Indio	-	-	✓	-	✓	-	-	✓	-	✓		✓
La Quinta	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Palm Desert	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Palm Springs	-	-	✓	-		-	-	✓	-	✓	✓	✓
Rancho Mirage	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Riverside County	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Agua Caliente Band of Cahuilla Indians	-	-	✓	-	✓	-	-		-	✓	✓	✓
Cabazon Band of Mission Indians	-	-	✓	-		-	-	✓	-		✓	✓
Torres Martinez Desert Cahuilla Indians	-	-	✓	-	✓	-	-	✓	-		✓	
Twenty-Nine Palms Band of Mission Indians	-	-		-		-	-		-	✓		

Absent	
No Meeting	-
Present	✓

ITEM 9b

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Regional Arterial Program - Project Status Report

9/21/2022

Project Description	Lead Agency	CVAG Funded					Through	Status
		PEng	ENV	PSE	ROW	CON		
Interchanges								
Avenue 50 @ 86S	COA						Environmental	PA & ED underway.
Avenue 50 @ I-10	COA						PSE	PS&E contract under way.
Jackson @ I-10	COR						PSE	Final Env Doc approved by Caltrans. PSE underway by MBI. CVAG approved PS&E funds.
Monroe @ I-10	COR						PSE	Final Env Doc approved by Caltrans. MBI 65% PSE submittal being reviewed. CVAG approved PSE and ROW funds.
Jefferson @ I-10	COR						Construction	Completed. Closing out.
Arterial Links								
Ave. 48 (Jackson St. to Van Buren St.)	COA						Construction	Completed
Ave. 50 (Calhoun St. to Harrison St)	COA						Construction	PA/ED completed. PS&E under way.
Coachella Traffic Signal Conversion	COA						Construction	Completed
Date Palm Drive from I-10 to Varner	CC						PSE	Phase II is completed. The final design for Phase III in underway.
North Indian Canyon Widening	COR						Construction	Completed. Closing out
Monterey Ave Corridor (Gerald Ford to Dinah Shore)	RM						Construction	Completed
Madison Street Widening (Highway 111 to Ave 48)	Indio						ROW	PS&E complete, City moving forwards with ROW.
Jackson Street Widening (Ave 49 to Ave 52)	Indio						PS&E	Environmental filed on October 2021. PSE & ROW underway.
Avenue 50 (Jefferson St to Jackson St)	Indio						Environmental	City procuring consultant.
Bridges								
Avenue 66 Grade Separation over UPRR	COR						Construction	Bridge grand opening celebrated March 12. Awaiting final acceptance for maintanance by Caltrans.
Avenue 44 Bridge over WWR	Indio						Construction	Enviro cleared. Plans are at 99%. Pending permits from CVWD and Caltrans to clear ROW.
Avenue 50 Bridge over WWR	COA						PSE	PS&E underway. Funding agreement amendment approved by CVAG in September 2020.
Cathedral Canyon Bridge	CC						Construction	Construction ongoing.
Date Palm Bridge across WWR	CC						Construction	Completed
Dune Palms Bridge over WWR	LQ						Construction	City constructing project by advancing HBP funding. Construction planned in 2022.
Frank Sinatra Bridge over WWR	RM						Construction	City approved no-build alternative. CVAG terminated the reimbursement agreement with the City.
South Palm Canyon Bridge over Tahquitz Creek	PS						PSE	In final design. Plans submitted for review.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						PSE	In final design. Plans submitted for review.
Indian Canyon (Garnet Incl. RR Crossing)	PS						Construction	Advanced Construction Funding authorized by Caltrans.
Ramon Bridge Widening	PS						Construction	Continuing ROW and utility phase.
Vista Chino Bridge over WWR	PS						PE	Project is in PE phase. Extensive negotiations with SCE for utility relocation.
Interchange Preparation Fund Projects								
Portola @ I-10	COR						ROW	PS&E completed. Clatrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.
Golf Center Parkway @ I-10	Indio						PSR	PSR on hold.
Da Vall Drive @ I-10	CC						PSR	PSR-PDS returned to Caltrans for their review.
Dillon Road @ I-10, SR86, WWR	COA						PSR	PA&E underway.
Jackson @ I-10	COR						PSE	Environmental document complete. PSE underway. CVAG approved PS&E funding.
Monroe @ I-10	COR						ROW	Environmental document complete. PSE and ROW underway. CVAG approved PS&E and ROW funding.
Regional Projects								
CV Sync - Phase 1	CVAG						Construction	Phase I Construction underway on Hwy 111, Ramon & Washington.
CV Sync - Phase 2	CVAG						Construction	Phase II design and environmental documents completed in February for 21 corridors. Bid notice published.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella LQ-La Quinta;

PE = Preliminary Engineering; Env=Environmental; PSE=Plans, Specifications and Estimate; ROW=Right of Way; CON=Construction

ITEM 9c

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Bicycle & Pedestrian Safety Program - Project Status Report

9/21/2022

Bike & Pedestrian Safety Projects Project Description	Lead Agency	CVAG Funded Design	 CON	 Through	Status
Palm Drive Signals and Lighting	DHS			Construction	Project completed.
Palm Canyon Intersection Pedestrian Enhancements	PS			Construction	Construction underway.
S. Palm Canyon, E. Palm Canyon Improvements	PS			Construction	Project completed.
Indian Canyon Intersection Pedestrian Enhancements	PS			Construction	Project completed.
Date Palm Sidewalk Gaps	CC			Construction	Project completed.
Calhoun Street Improvements	Indio			Construction	Project completed.
Vista Chino Signals	PS			Construction	Project completed.
Dinah Shore Mid-Block Crossing	CC			Construction	Project completed.
Palm Canyon Crosswalks	PS			Construction	Project completed.
Avenue 48 Bicycle Lanes	Indio			Construction	Project completed.

Project Description	Lead Agency	Grant Design	 App	 CON	Status
CV Link	CVAG				Construction ongoing in multiple cities. Additional groundbreakings forthcoming.
ATP - Arts & Music Line	CVAG				Under design, application submitted for ATP Cycle 6 funding.
ATP - DHS CV Link Extension	DHS				Under design, application submitted for ATP Cycle 6 funding.
ATP - Cathedral City Downtown Connectors	CC				In ROW acquisition phase.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella; LQ-La Quinta; DHS-Desert Hot Springs

ITEM 9d

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Status of I-10 Interchange Projects**

Contact: Gustavo Gomez, Transportation Management Analyst (ggomez@cvag.org)

Recommendation: Information

Background: Attached is the latest status for Interstate 10 interchange projects as of August 2022:

Completed

1) Indian Canyon @ I-10 (Mar '12)
2) Gene Autry/Palm Drive @ I-10 (Mar '12)
3) Date Palm Drive @ I-10 (May '14)
4) Monterey Avenue Ramp @ I-10 (Apr '15)
5) Bob Hope/Ramon @ I-10 (Sep '11)
6) Jefferson Street @ I-10:
   Post-construction closeout underway

Monroe @ I-10
Final environmental document approved by Caltrans. PS&E phase began April 2021 and is ongoing. ROW acquisition funding has been approved by CVAG for City of Indio.

Jackson @ I-10
Environmental document was approved in September 2021. CVAG approved funding for PS&E. PS&E phase started in May 2022 and work is ongoing.

Avenue 50 @ I-10
PS&E contract underway.

Avenue 50 @ SR 86
PA&ED completed in May 2019. Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020. PA&ED underway.

Dillon Road @ I-10 @ SR 86
PA&ED underway. Caltrans Approved Preliminary Environmental Study (PES) on July 13, 2020.

Portola @ I-10
County completed PS&E, and obtained Caltrans approval to shelve the project in April 2022. Per CVAG approval in June 2022, project being suspended.

Golf Center Parkway @ I-10
PSR on hold.

Da Vall Drive @ I-10
Intersection Control Evaluation submitted to Caltrans.

Fiscal Analysis: Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources. There is no additional fiscal impact.

ITEM 9e

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Feedback from Members on the Continued Use of Virtual Meetings**

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Information

Background: All meetings of CVAG's standing committees are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq*.), and must be open and public so that any member of the public may attend and participate in the meetings.

Starting in March 2020, CVAG, along with many of its member jurisdictions, began having committee meetings via video/ teleconferencing in place of in-person meetings due to the COVID-19 pandemic. This has proven to be an efficient way to conduct business for CVAG and its sister agencies – the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE) – which collectively cover an expansive geographic area across eastern Riverside County. Meetings have been well attended, leading to thoughtful and robust conversations on policies, projects and programs. The use of both videoconference and telephone access has also fostered public engagement, as people can join the meetings from a convenient location instead of driving to CVAG's Palm Desert conference room.

In May and June 2021, CVAG staff provided information to its committees that it would be seeking feedback from members on meeting formats that could be implemented this fiscal year, including exploring the options of continuing with at least some form of videoconferencing. The 2021 survey of CVAG's members found overwhelming support for continuing with virtual meetings. In September 2021, the CVAG Executive Committee authorized the Chair and/or the Executive Director to advocate for Brown Act changes that would allow regional agencies such as CVAG to continue utilizing virtual meetings. With the passage of Assembly Bill 361, CVAG, CVCC and DCE have also made findings that support the continued use of virtual meetings.

Over the summer 2022, CVAG staff circulated another survey to elected officials to gauge the interest in continued use of virtual meetings. The survey was simplified for members' ease, and designed for staff to identify if there was any particular committee where the members preferred a change. CVAG received responses from 33 elected officials who were asked for insight on the committees on which they serve. A total of 58 responses were recorded for the standing CVAG committees and CVCC, and 50 of them – or more than 86 percent – were for continuing virtual meetings. Only eight of the responses indicated a preference for in-person meetings, which equated to no more than a couple of votes per committee. Because DCE has only a two-member Board, staff solicited feedback outside of the poll.

The results were more split for the General Assembly, which includes the elected representatives of every member jurisdiction. The General Assembly meets annually, historically on the last Monday in June, to adopt a CVAG's budget as well as elect a Chair and Vice Chair. Of those who replied, 13 preferred virtual meetings and 11 preferred in-person meetings.

Finally, the poll asked elected officials about what meeting format would be most beneficial for their constituents. Of those who responded, 24 respondents – or more than 70 percent – indicated they prefer virtual meetings for their constituents.

Staff would also note that the use of virtual meetings has generally promoted good attendance, and there has not been any meetings rescheduled due to lack of quorum. Virtual meetings have also created less impact to member schedules and made it easier for them to attend during the workday. The public also benefited from virtual meeting attendance, given they didn't have to drive to CVAG's Palm Desert office during their busy day.

Given the feedback, CVAG staff anticipates continued use of Zoom for its meetings and will work with the Chair of the Executive Committee about options for the 2023 General Assembly meeting, which will be a celebration of CVAG's 50th anniversary.

Fiscal Analysis: There are no additional costs to CVAG hosting virtual meetings. Committee members are paid the same stipends as they would in person.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
INVESTMENT REPORT
For June 30, 2022

Description	Carrying Amount	% of Total	Fair Market Value		% of Total	Interest Rate Yield
CASH AND INVESTMENTS UNDER THE DIRECTION OF CVAG						
County of Riverside Treasury	$ 25,786,924	45.41%	$ 25,299,036	[a]	45.25%	1.05%
Local Agency Investment Fund (LAIF)	$ 30,572,890	53.83%	$ 30,179,277	[b]	53.98%	0.99%
Wells Fargo - Imprest Checking	$ 313,841	0.55%	$ 313,841		0.56%	N/A
Wells Fargo - Payroll Checking	$ 116,143	0.20%	$ 116,143		0.21%	N/A
Petty Cash	$ 300	0.00%	$ 300		0.00%	N/A
Subtotal	$ 56,790,099	100.00%	$ 55,908,597		100.00%	
CASH AND INVESTMENTS HELD IN TRUST BY CVAG						
California Asset Management Program	$ 15,148,485	100.00%	$ 15,148,485	[c]	100.00%	1.40%
Subtotal	$ 15,148,485	100.00%	$ 15,148,485		100.00%	
Overall Total	$ 71,938,583		$ 71,057,081			

Note:
[a] Source of Market Values - County of Riverside Treasurer's Pooled Investment Fund Monthly Report - June 2022. Paper Gain/(Loss) was (1.892)%. Fair market value does not include accrued interest.

[b] Source of Market Values - LAIF, State of California Pooled Money Investment Account Market Valuation - June 2022.

[c] California Asset Management Program accounts will close in August 2022.

I hereby certify that the investment portfolio of the Coachella Valley Association of Governments (CVAG) complies with the California Government Sections pertaining to the investment of agency funds. CVAG's written Investment Policy is more stringent than the requirements of California law, as this policy requires diversty of investments. The policy also states that no more than 55% of the total investment portfolio will be invested in a single security type or with a single financial institution, with the exception of LAIF, whereby CVAG has the option of investing up to the maximum allowable by LAIF.

The investment portfolio provides CVAG the ability to meet its expenditure requirements.

Submitted by:

Claude T. Kilgore, CPA
Director of Finance/Administration

ITEM 9g

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Update on Property Assessed Clean Energy (PACE) Program**

Contact: Elizabeth Barnwell, Management Analyst (ebarnwell@cvag.org)

Recommendation: **Information**

Background: Property Assessed Clean Energy (PACE) programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their homes and businesses, with little or no money out of pocket. Financing for these improvements is paid back through a lien placed on the property and collected through the annual tax bill.

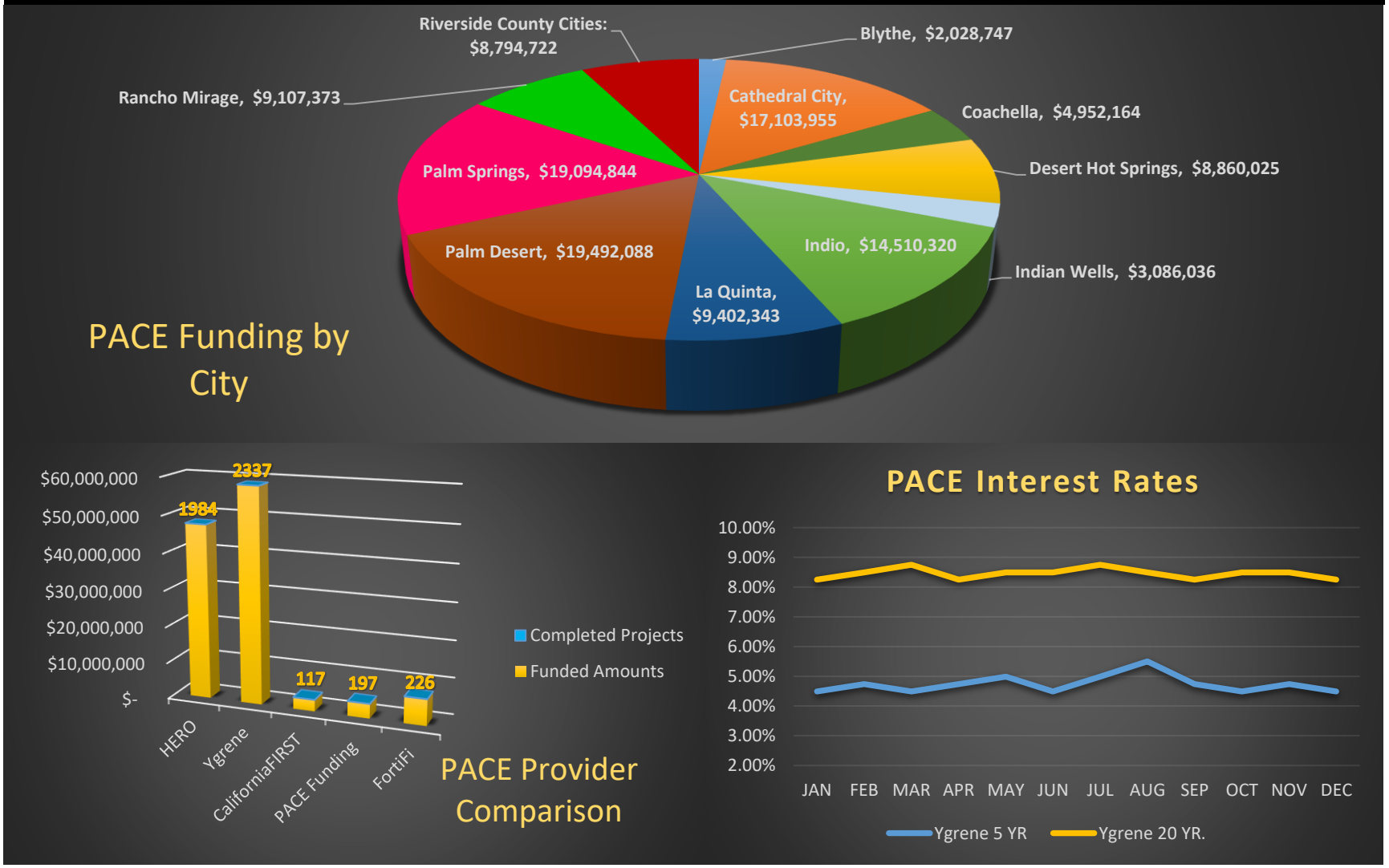
The attached report details the PACE activity through August 2022. While PACE providers continue to provide services in the Coachella Valley and in the City of Blythe, the Energy and Environmental Resources Committee should anticipate a slowing down or drop in the program. Ygrene Energy Fund (Ygrene), the primary provider of local PACE services, recently notified CVAG staff that it has stopped accepting new residential PACE originations as of August 15, 2022. Ygrene also notified CVAG that it will continue to accept new commercial applications as well as service existing residential and commercial accounts. According to Ygrene, the decision is due to current economic conditions and will continue until further notice. However, the company will actively monitor economic conditions and re-evaluate the viability of its residential PACE program as economic conditions change. Ygrene has assured CVAG staff that there will be no disruption or suspension of service to any residential property owner who is currently serviced by them.

CVAG will continue to monitor and report on the status of the PACE residential and commercial PACE providers that operate in CVAG's member jurisdictions.

Fiscal Analysis: There is no cost associated with this update. CVAG's staff time spent on these programs is recovered by a participation fee collected from each provider.

Attachment:
PACE Report for Activities through August 31, 2022

CVAG PACE REPORT



CARS REMOVED FROM ROAD:	**41583**
JOBS CREATED:	**1058**

Other PACE providers have interest rate ranges from 5.99%-10.98%

Updated for August 31, 2022

ITEM 9h

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Update on Inland Regional Energy Network Agreements, Governance and Programs**

Contact: David Freedman, Program Manager (dfreedman@cvag.org)

Recommendation: Information

Background: As previously reported to the Energy & Environmental Resources Committee, CVAG has been collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Associated Governments (SANBAG) on creating a new joint Regional Energy Network for the Inland Empire, known as Inland Regional Energy Network or I-REN. The California Public Utilities Commission (CPUC) approved the I-REN application and business plan in November 2021. Following the recommendation from the Energy & Environmental Resources Committee, the CVAG Executive Committee's approval at its June 27 meeting of the draft I-REN Programs and Budgets Agreement (Programs Agreement), Memorandum of Agreement (MOA), and Governance & Operations Charter (Charter). This staff report provides an update on I-REN agreements, governance, and programs,

I-REN Agreements

Staff at WRCOG worked over the summer with SoCalGas – which the CPUC designated as the fiscal and contracting agent for I-REN – to finalize the Programs Agreement. CVAG staff has been actively engaged with WRCOG and its legal counsel in reviewing and providing comments on the draft Programs Agreement for WRCOG to relay to SoCalGas, to ensure that I-REN retains operational flexibility for the benefit of the member jurisdictions of the three Councils of Government (COGs).

The Programs Agreement establishes the fiscal authority of SoCal Gas and defines how I-REN funds are to be transferred from one agency to another, setting out the roles and deliverables of SoCalGas and WRCOG in invoicing, reporting and payments. The WRCOG Executive Committee approved the Programs Agreement at its September 12 meeting. SANBAG's Board of Directors is expected to consider the Programs Agreement at its next meeting, on October 5.

Additionally, the staffs of the three COGs have reached agreement on the I-REN governance structure, as detailed the MOA and Charter. The MOA, together with the Charter, is an exhibit to the Programs Agreement and will be considered by the WRCOG and SANBAG governing bodies at the same time as the Programs Agreement.

I-REN Governance

I-REN will be governed by a new Executive Committee, which will hold open and public meetings on a quarterly basis and consist of representatives from each member COG. The I-REN Executive Committee will have the final responsibility to make all executive decisions regarding overall I-REN prioritization, managing portfolio-level budgets, program design, authorizing relevant CPUC

regulatory filings, and authorizing of any procurements. WRCOG will serve as I-REN Administrative Lead COG and manage I-REN on a day-to-day basis.

Each member COG will have three votes on the I-REN Executive Committee. At its June 27 meeting, the Executive Committee confirmed the consensus from the Energy & Environmental Resources Committee to allow the Energy & Environmental Resources Committee to review and provide direction on all items being considered at the I-REN Executive Committee, and delegate voting on such items to the Energy & Environmental Resources Committee Chair, or, in the Chair's absence, to the Vice Chair and then to the Executive Director or his designee.

The I-REN Executive Committee is expected to have its first meeting in mid-November 2022, and CVAG staff anticipates providing the agenda items to the Energy & Environmental Resources Committee at its November 10 meeting. The agenda will include approval of agreements for consultants to assist in carrying out I-REN's programs (which are detailed below). More information on other agenda items and the identity of the WRCOG and SANBAG designees to the I-REN Executive Committee will be available following approval of the Programs Agreement, MOA, and Charter by their respective governing bodies. Once a narrower date range for the I-REN Executive Committee meeting is available, staff will consult with the Energy & Environmental Resources Committee Chair and Vice Chair to determine their availability. WRCOG, like CVAG, is currently meeting virtually pursuant to AB 361, and that practice is expected to apply to the I-REN Executive Committee.

I-REN Programs

I-REN has three program sectors approved by the CPUC: Public sector, Workforce Education & Training sector, and Codes & Standards sector. Initially, CVAG is leading the developing and implementing I-REN's Codes & Standards sector, and WRCOG and SANBAG will share lead responsibility for developing and implementing the other two sectors.

To assist it in carrying out its programs, I-REN will be engaging consultants for the Public and Codes & Standards sectors, as well as a marketing consultant who will work on all I-REN programs. On August 9, WRCOG launched RFPs that were developed with input from CVAG and SANBAG staff. Prospective consultants had to submit proposals by September 16, 2022. Staff from the three COGs are now jointly evaluating and interviewing these consultants and recommending proposed awardees for approval by the I-REN Executive Committee in November.

I-REN will carry out Workforce Education & Training programs using staff resources from the three COGs. Another consultant may later be engaged for that program on an as-needed basis. Initially, I-REN will assess the current training marketplace in the Inland Empire and conduct a gap analysis identifying regional needs, including from students' perspective. Workforce Education & Training will also include an internship program, starting with the 2023-24 academic year. It is anticipated that the interns will work directly with the member jurisdictions of the three COGs on energy efficiency projects.

I-REN continues to receive ongoing administrative support for its implementation plan from Frontier Energy (Frontier), who prepared I-REN's Business Plan approved by the CPUC in November 2021. WRCOG, on behalf of I-REN, carried out an RFP for an implementation plan advisor shortly after the CPUC approved I-REN's Business Plan. Although Frontier was the sole proposer for the project, staff from the three COGs evaluated Frontier's proposal and determined that it conformed to the RFP. Frontier is also expected to submit a proposal in response to the Codes & Standards RFP and was excluded from preparation of that RFP.

Although a formal launch of I-REN programs will occur in the fall following approval of the Programs Agreement, MOA and Charter and selection of the consultants, CVAG staff has already begun Codes & Standards sector programming, including hosting a webinar in July on the SolarAPP+ automated

solar permit platform and the California Energy Commission (CEC)'s California Automated Permit Processing (CalAPP) Program. It provides funding to assist local governments establish online solar permitting through the adoption of an automated permitting software such as SolarAPP+. CVAG member cities with a population less than 50,000 can be awarded up to $40,000 from the CEC, and those with a population of 50,000 to 99,999 can be awarded up to $60,000. Riverside County as the solar permitting agency for unincorporated areas can be awarded up to $100,000. As of September 1, 2022, $17.6 million of the $20 million CalAPP Program budget remains available. The nearby City of Beaumont is currently piloting SolarAPP+ and is among the initial CalAPP Program awardees.

This funding and training will have even greater importance if Gov. Gavin Newsom supports SB 379. The bill, which passed in the Legislature in late August, will require jurisdictions of a certain size (including all CVAG member cities and Riverside County) to implement an automated online solar permitting system for residential rooftop solar systems such as SolarAPP+. The SB 379 implementation deadline is September 30, 2023, for cities and counties with populations greater than 50,000, and September 30, 2024, for cities with a population of 50,000 or fewer. Upon recommendation of the Energy & Environmental Resources Committee, the CVAG Executive Committee approved a letter of support for SB 379 at its meeting of April 25, 2022. CEC's CalAPP Program flyer is included as an attachment, and the text to SB 379 can be found here: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB379. CVAG staff will continue to work with member jurisdictions to address these new requirements.

CVAG staff plans to organize additional Codes & Standards training sessions in the coming months in order to address key changes in the 2022 California Energy Code, which takes effect on January 1, 2023. Training topics include energy efficiency requirements for indoor cannabis cultivation facilities, solar and battery electric storage requirements for new nonresidential buildings, and heat pump water heater requirements for new residential buildings. CVAG staff will inform the building and permitting departments in CVAG member jurisdictions of these programs, and the resource materials will be posted on I-REN's website, which is currently under development.

As part of I-REN's Codes & Standards Technical Support Program, CVAG staff is providing ongoing technical assistance to the Palm Springs Office of Sustainability on an existing home energy efficiency ordinance that exceeds 2022 Energy Code requirements, as well as on energy efficiency requirements for indoor cannabis cultivation facilities. These measures can serve as templates for other CVAG member jurisdictions wishing to promote energy efficiency.

Fiscal Analysis: There is no cost to CVAG for participation in I-REN. Staff time dedicated to I-REN is covered through the I-REN budget, which is nearly $65.6 million through 2027. This funding comes from customers of Investor-Owned Utilities (IOUs) such as SCE and SoCalGas through the on-bill Public Goods Charge levied by the IOUs. The I-REN Executive Committee will, as part of its budget process, determine amounts to be allocated in furtherance of I-RENs programs.

Attachment: California Energy Commission CalAPP Program flyer

Grant Money For Solar Permitting

Expedite your solar permitting process! Reduce the time and resources needed to review and approve small residential solar installations in your community with money from the California Energy Commission. **Millions of dollars in grant funding** are available to all permitting jurisdictions in California for the adoption of an online, automated solar permitting platform such as SolarAPP+.

The **application window is open now** until May 1, 2023. Funding is reserved on a first-come, first-served basis while money is still available.

Program Highlights:

- **Quick and easy application with electronic submittal**
- **Grants between $40,000–$100,000 based on population of jurisdiction**
- **Grant activities can be reimbursed until May 1, 2027**



The California Automated Permit Processing (CalAPP) Program is administered by the California Energy Commission. The program was funded with $20 million from the California Budget Act of 2021 to support a grant program for California cities and counties to establish online solar permitting. Visit the CalAPP Program webpage at www.energy.ca.gov/calapp for more information.

Questions? Contact the CalAPP team at CalAPP@energy.ca.gov

ITEM 9i

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Overview of the 2022 Air Quality Management Plan**

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Information

Background: In 2015, the U.S. Environmental Protection Agency (EPA) strengthened the National Ambient Air Quality Standards (NAAQS) for ground-level ozone, lowering the primary and secondary ozone standard levels to 70 parts per billion (ppb). The South Coast Air Basin is classified as an "extreme" non-attainment area and the Coachella Valley is classified as a "severe-15" non-attainment area for the 2015 Ozone NAAQS.

Ground-level ozone is an air pollutant that can trigger health problems in humans and damages crops, trees, and other vegetation. Ozone causes difficulty breathing in healthy people and can worsen asthma, emphysema, and other respiratory problems. Ozone is a problem for anyone who spends time outdoors in hot weather when strong sunlight and high temperatures result in harmful ozone concentrations in the air.

The South Coast Air Quality Management District (South Coast AQMD) is now developing the 2022 Air Quality Management Plan to address the requirements for meeting this standard. The plan is envisioned as the blueprint for clean air policy in the four-county South Coast AQMD jurisdiction, and South Coast AQMD is required by federal law to update the plan approximately every three to five years. Earlier this year, South Coast AQMD held a series of scoping meetings to circulate the plan, including a Zoom webinar designed for the Coachella Valley. Public comments were solicited over the summer of 2022.

Sarah Rees, South Coast AQMD's Deputy Executive Officer of Planning, Rule Development, and Implementation, provided an overview of the draft plan at the September meeting of CVAG's Energy and Environmental Resources Committee. The Draft 2022 Air Quality Management Plan includes a variety of strategies, including relying on emissions reductions through economy-wide transition to zero emission technologies when cost-effective and feasible. The draft plan also includes a voluntary reclassification request to "extreme" nonattainment for the Coachella Valley to provide additional time for that area to meet the standard, extending the deadline to 2037. Additional information about the plan can be found here: http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan

Fiscal Analysis: There is no fiscal impact to CVAG for this item.

ITEM 9j

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Update on Colorado River Shortages and Potential Impacts to the Salton Sea**

Contact: Elizabeth Barnwell, Management Analyst (ebarnwell@cvag.org) and Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Information

Background: The Energy & Environmental Resources Committee meeting regularly receives updates on the reduced water inflows to the Salton Sea and the associated public health and environmental impacts that have been a concern and priority for the Coachella Valley. At the September 2022 meeting, Patrick O'Dowd, Executive Director of the Salton Sea Authority, updated the Energy & Environmental Resources Committee on negotiations that have been taking place to address the shortages on the Colorado River and potential impacts to the Salton Sea and surrounding region. Mr. O'Dowd also highlighted the State's work relating to their obligations under the Quantification Settlement Agreement (QSA) and the Authority's efforts and accomplishments at the State and federal level.

As noted in previous presentations, a major contributor to declining water levels at the sea is due to the QSA, a water transfer agreement between the United States, the State of California, Imperial Irrigation District, Coachella Valley Water District, Metropolitan Water District of Southern California and San Diego County Water Authority. The agreement was designed to secure reliable water supply for future generations of Californians.

Signed in 2003, the QSA was executed to settle certain disputes related to the Colorado River between the above-mentioned signatories of the QSA. Specifically, these issues related to the Colorado River's reasonable and beneficial use; the ability to conserve, transfer and acquire conserved Colorado River water; quantification and priorities of the river; and environmental mitigation related to implementation of the QSA. As a result, the QSA allows for more efficient and effective water delivery system for California. The agreement ensured California adhered to its annual Colorado River entitlement of 4.4 million acre-feet. It also helped achieve a balance between growing urban water demand and farming needs. For example, the QSA allows for a water transfer of as much as 200,000 acre-feet a year from the Imperial Valley to coastal San Diego for up to 75 years - the largest agricultural to urban water transfer in the United States. Also, a transfer of 105,000 acre-feet annually between IID and Metropolitan and a transfer of as much as 103,000 acre-feet annually between IID and the Coachella Valley Water District. To help conserve water to make available for transfer and farming, IID was compensated to implement canal lining projects and farm fallowing programs, to name a few.

However, water conservation to meet the requirement of the water transfers have negatively impacted the environmental health of the Salton Sea. Reduced water inflow to the Sea as a result of conservation and water transfers tied to the QSA has accelerated the exposure of dry

playa or lakebed causing an increase of fugitive dust and air quality issues. Furthermore, reduced water inflow has also eliminated critical habitat for more than 400 avian species on the Pacific Flyway

Although the QSA has allowed for more efficient use of Colorado River water and has helped ensure the availability of this water supply, the environmental and public health issues have been challenging. Nonetheless, increased political attention and investment has been made, prompting the State of California to address these challenges. On November 7, 2017, the State Water Board adopted Order WRO 2017-0134, amending revised Order WRO 2002-0013 to incorporate additional conditions that set forth specific restoration milestones to address public health and environmental concerns. This prompted the State to adopt the Salton Sea Management Program, which is a 10-year plan comprised of the following goals:

- meet a short-term goal of 9,000 acres to 12,000 acres of habitat and dust suppression projects; and
- set a medium-term plan to construct 18,000 acres to 25,000 acres of habitat and dust suppression projects.

The California Natural Resources Agency, the California Department of Fish and Wildlife and the California Department of Water Resources are lead agencies implementing the SSMP. Additionally, the agencies are also studying long-term water importation and are undergoing an evaluation of proposals.

Despite the incremental progress, the drought currently facing the western states has exacerbated ongoing concerns regarding water availability. In addition to the impacts this has to potable and farming uses, it further stresses the operating environment under which the Sea is addressed. For example, water levels at Lake Mead – a key water reservoir for Colorado River users -- is at a historic low and approaching dead-pool levels. The Federal Bureau of Reclamation has declared a Tier 2a shortage, which entails significant water cuts to Arizona, Nevada and Mexico. If the droughty worsens, it may have a significant consequence for Colorado River water users, and by extension negative impacts to the Salton Sea.

Fiscal Analysis: There is no cost to CVAG for this presentation.

ITEM 9k

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Regional PM10 Street Sweeping Study**

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Information

Background: The Regional Street Sweeping program is an air quality program focused on addressing PM10 (particulate matter less than 10 microns) by removing sand and entrained dust from regional streets in the Coachella Valley. The program is part of the Coachella Valley's State Implementation Plan (SIP) and is a best available control measure for the Coachella Valley given the area is in non-attainment for PM10. The goal of the program is to improve air quality and public health and safety by decreasing entrained roadway dust from suspending into the air due to vehicular traffic and creating fugitive PM10 emissions.

In September 2021, the Executive Committee approved an agreement with ECORP Consulting, Inc. to conduct an efficiency and effectiveness study of the street sweeping program. The program has been operating since the 1990s, and the study was designed to evaluate sweeping routes, increased traffic areas and growth in and adjacent to the valley's blow sand zone, cost, and other factors to identify the current effectiveness of program and make recommendations to improve its operation.

After the Executive Committee's approval of the ECORP agreement, CVAG staff worked with South Coast Air Quality Management District (SCAQMD) to finalize the agreement for the study. ECORP commenced work in early 2022. In April 2022, the Executive Committee provided the existing sweeping company, M&M Inc, with a six-month extension to allow for the completion study. As a starting point, ECORP utilized the original Strategic Street Sweeping study from 1993 on PM10 in the Coachella Valley to determine significant average daily traffic counts (ADT) for intersection and road stretches, both within and adjacent to the Coachella Valley blowsand area. The blowsand area generally stretches along Interstate 10 from the pass area downwind into the Coachella Valley. To review the current state of PM10, ECORP used wind data and meteorological data in combination with the traffic data aforementioned. Additionally, they analyzed monthly data to identify periods of concern, which are periods of high winds and high PM10 concentrations.

In collaboration with staffs of all the nine Coachella Valley cities and the County of Riverside, ECORP conducted quantitative and qualitative surveys to analyze costing and service data. The data gathered for this analysis also compares street sweeping programs in similar areas and their current best management practices for sweeping in areas with windblown dust. These surveys ultimately serve to help identify areas of concern for each city and the County of Riverside. CVAG staff and ECORP have also coordinated with SCAQMD staff to provide them

an update on the methodology, data collection and pre-liminary findings, to ensure adherence to SCAQMD's grant requirements.

The study is being finalized this month, and ECORP presented preliminary findings and recommendations to the Energy & Environmental Resources Committee when it met on September 15. ECORP and CVAG staff have also consulted with Dr. Emily Nelson, who has been instrumental in these efforts and will also be available to provide information to the committee.

Ultimately, from a broad perspective, the study identifies intersections and roadways which have an increased ADT and are not included in the regional street sweeping program. In addition, any changes to the PM10 concentrations in the Coachella Valley will be included based on current monitoring data and studies. ECORP also conducted a review of current sweeper technology for the study, as well as associated regulatory data, to ensure the sweepers are meeting minimum regulatory requirements and to identify opportunities to use sweepers that exceed minimum requirements, helping to further air quality improvements.

The findings will help determine next steps with the program. The current contract for services is with M&M Sweeping, Inc. and it is set to expire on December 31, 2022. CVAG is currently soliciting proposals from street sweeping companies interested in serving the Coachella Valley starting in 2023. The proposals are due at the end of September, with CVAG staff anticipating presenting the final study and recommending a contract to the Energy & Environmental Resources Committee in November 2022. With the committee's endorsement, the items would be presented to the Executive Committee when it meets in December.

Fiscal Analysis: The total cost of the ECORP study is $28,511, including a 10 percent contingency.

It is funded as part of the $1.15 million grant from SCAQMD, which provides $220,000 per year for five years to support the street sweeping program. Of this amount, $50,000 was allocated for the study. However, years two through five of the grant funding are contingent on completion of the study. Therefore, the grant agreement was bifurcated: one agreement for year-one of the program and a separate agreement for the study and years two through five of the program. For year-one of the grant, CVAG staff has already requested and received $220,000 from SCAQMD for program operation in fiscal year 2021-22. Because the study was less than the grant allocated for the study, the remaining balance will help cover CVAG staff time for managing and implementing the grant and the program.

The Regional PM 10 Street Sweeping Program is funded through various funding sources including Col-Mac (Desert View) funds apportioned to the program by Riverside County, AB 2766 Vehicle Subvention funds received from all nine cities and through the aforementioned grant funds from the SCAQMD. Completion of the efficiency and effectiveness study will allow CVAG to draw down the remaining $880,000 of the SCAQMD grant funds.

ITEM 9I

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Member jurisdictions' contributions to CV Housing First**

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Information

Background: Since 2008, CVAG has funded its regional homelessness programs – first Roy's Desert Resource Center, and then later programs that evolved into CV Housing First – by contributions from member jurisdictions. This process previously involved CVAG staff sending a request to each city and tribe as well as the County of Riverside. Sometimes the jurisdictions approve the request as part of the annual budget; other times, it is done through a separate action. Some have done this based on calendar year, and others on fiscal year – adding to additional record keeping at CVAG.

In 2021, at the recommendation of the CVAG Homelessness Committee, the CVAG Executive Committee authorized the Executive Director to negotiate and execute Memorandums of Understanding (MOU) with member jurisdictions to secure multi-year funding commitments for the CV Housing First program. CVAG staff has since circulated a draft MOU to member jurisdictions for their consideration, which would secure $100,000 a year through at least fiscal year 2023/24. To date, the cities of Palm Desert, Cathedral City and Indian Wells have all voted to support multi-year MOUs. In addition, the City of La Quinta authorized a one-year MOU. The County of Riverside, which has been instrumental in helping CVAG secure additional funds through grants, has an agreement for general fund contributions through fiscal year 2025/2026. CVAG staff will continue to reach out to member jurisdictions to seek their consideration and approval of the funding agreements.

In addition, CVAG has received great news from the Agua Caliente Band of Cahuilla Indians. On August 2, the Tribal Council voted to renew its financial support for the program and provide $25,000 for CV Housing First services.

Fiscal Analysis: The CV Housing First program, including the staffing and program operations, is funded by contributions from member jurisdictions and grants. CVAG's city and tribal member jurisdictions are each asked to contribute $100,000 a year for the operations. Riverside County's contribution through June 2026 is for $359,711 annually.

An unaudited financial report is provided as part of the September agenda packet, showing revenue and expenditures through June 30, 2022. In addition, CVAG staff is providing a status update on the received and outstanding payments for Fiscal Year 2021-22 from member cities, which had all committed to funding the program last fiscal year.

City	FY 21/22	MOU
Cathedral City	$100,000	Approved
Coachella	$100,000	Pending with City
Desert Hot Springs	$100,000	Pending with City
Indian Wells	$100,000	Approved
Indio	Awaiting payment	Pending with City
La Quinta	$100,000	One-year MOU approved
Palm Desert	$100,000	Approved
Palm Springs	Awaiting payment	Pending with City
Rancho Mirage	$100,000	Pending with City

Support for the CV Housing First program, and the transition to in-house operations, has been resounding. The program also has a strong financial backer in the Desert Healthcare District/ Foundation. The recent agreement extended through fiscal year 2021-22 for $500,000, and the District/ Foundation's agreement has a clause that CVAG needs to demonstrate a continued commitment of current funding levels from the CVAG member agencies.

ITEM 9m

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Update on the Navigation Center in the City of Palm Springs**

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Information

Background: In August 2022, Riverside County and the City of Palm Springs announced they were receiving a $19 million grant from the state's Homekey Program to build and operate the Palm Springs Navigation Center. The campus is being designed as a location where shelter, food and the full suite of support services can be co-located to expand the region's network of services for homeless individuals and reduce secondary impacts that can negatively impact quality of life.

As noted in previous updates to the CVAG Homelessness Committee, the navigation center is located on 3.64 acres along McCarthy Road in the City of Palm Springs. The site has three existing buildings totaling 46,760 square feet. The campus will consist of a shelter facility, 80 interim housing units and full wrap-around services that will include behavioral health care, workforce training, linkage to state and county services, and other resources to get unhoused individuals linked to permanent housing. In addition to providing services directly to homeless individuals, a navigation center with comprehensive services has potential to provide services to housed residents such as childcare; assisting individuals with securing health, disability, social security, and other benefits; computer skills, access to internet, employment support and assessments; basic first aid; computer labs; and referrals to other resources. An appropriately sized facility and property could also provide an opportunity to co-locate other services, including the county's mental and/or behavioral health programs, or to have an on-site medical clinic.

With this funding, the city will continue to move forward with design, renovations and construction. Additionally, the funding provides operational dollars for Martha's Village & Kitchen, which has been selected by the city as the center's operator. The anticipated opening of the navigation campus is spring of 2023.

Fiscal Analysis: There is no cost to CVAG for this update. The County and City have secured $30 million for the Palm Springs Navigation Center, including the Homekey funding, $5.7 million from Riverside County Fourth District's federal American Rescue Plan Act funding, and the $5.3 million of Homeless Housing, Assistance and Prevention (HHAP) funds the City contributed to the project.

Attachment: Joint news release from Riverside County and Palm Springs, August 24, 2022

24 August 2022

Palm Springs and Riverside County Awarded $19 Million in State Funding for Navigation Center

PALM SPRINGS – Today, the State of California awarded the City of Palm Springs and Riverside County a $19 million allocation from the Homekey Round 2 program to address homelessness and housing.

V. MANUEL PEREZ
SUPERVISOR, FOURTH DISTRICT

CITY OF PALM SPRINGS

PALM SPRINGS – Today, the State of California awarded the City of Palm Springs and Riverside County a $19 million allocation from the Homekey Round 2 program to address homelessness and housing.

The city and county were co-applicants for the funding to build and operate the Palm Springs Navigation Campus. The navigation campus is a holistic and comprehensive approach to address the city's and western Coachella Valley's unhoused residents.

The campus will consist of a shelter facility, 80 interim housing units and full wrap-around services that will include behavioral health care, workforce training, linkage to state and county services, and other resources to get unhoused individuals linked to permanent housing.

Riverside County has allocated $5.7 million to the Navigation Campus from the Fourth District's federal American Rescue Plan Act funding, and the City of Palm Springs is contributing $5.3 million of Homeless Housing, Assistance and Prevention (HHAP) funds to the project. With today's $19 million state grant, $30 million has been secured for the Palm Springs Navigation Campus.

Riverside County Fourth District Supervisor V. Manuel Perez stated, "I am proud of this successful award of state funding, an effort that was led out of my office and an example of the collaborative work the county and City of Palm Springs have been working on for five years to bring holistic help for our unhoused residents. I am also glad the $5.7 million American Rescue Plan Act allocation from the county, which we propose to increase to a total of $7 million, is acting as matching dollars for this project."

"We couldn't be more grateful and excited about today's announcement of the state's significant investment in the Palm Springs Navigation Center. This funding will allow us to make a significant impact and real time solutions for our homeless residents," said Palm Springs Mayor Lisa Middleton.

With this funding, the city will continue to move forward with design, renovations and construction. Additionally, the funding provides operational dollars for Martha's Village & Kitchen who the city has selected as the operator. The anticipated opening of the navigation campus is spring of 2023.

"Riverside County is excited that the State has awarded Homekey Round 2 funds to the Palm Springs Navigation Center. We are proud to be partners in this holistic effort to bring needed resources to our unhoused residents in the western Coachella Valley," said Riverside County's Director of Housing and Workforce Solutions Heidi Marshall.

Homekey Round 2 continues a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or at risk of homelessness. Administered by the California Department of Housing and Community Development, approximately $1.4 billion (FY 2021-22) in grant funding will be made available to local public entities, including cities, counties, or other local public entities, such as housing authorities or Tribal Entities within California.

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including but not limited to hotels, motels, hostels, single-family homes and multifamily apartments, adult residential facilities, and manufactured housing, and to convert commercial properties and other existing buildings to permanent or interim housing.

###

ITEM 9n

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Update on the State's Community Assistance, Recovery and Empowerment (CARE) Court**

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Information

Background: Since September 2021, the Homelessness Committee's ad hoc committee has been meeting to consider additional approaches to addressing homelessness, particularly for those who are refusing current services. The goal of the ad hoc has been to evaluate optional programs that would be in addition to CV Housing First, then return to the full Homelessness Committee with recommendations. The following members of the Homelessness Committee are on the ad hoc: Cathedral City Councilmember Mark Carnevale, Desert Healthcare District/ Foundation Director Carole Rogers, Indio Mayor Waymond Fermon, Palm Desert Mayor Pro Tem Sabby Jonathan, and Palm Springs Councilmember Christy Holstege, who is chair of the Homelessness Committee.

The ad hoc members have provided regular updates to the Homelessness Committee. This included an update in February 2022, where the ad hoc detailed the exploration of the City of Sacramento's policy proposal to have the City adopt a first-in-the-nation right to housing, which includes an obligation of homeless individuals to accept housing if offered. In April 2022, the ad committee provided an update on Riverside County new sentencing program to help homeless facing criminal prosecution for low-level crimes. The Homeless Outreach Mediation and Education (HOME) program is a collaborative court approach that is being launched in partnership with a number of agencies and organizations, including the county's behavioral health services.

On September 8, the ad hoc committee met to discuss the roll out of Gov. Gavin Newsom's Community Assistance, Recovery and Empowerment (CARE) Court. The CARE Court, which was approved by the Legislature and then signed by the Governor on September 14, will allow courts to order CARE plans, which would require counties to provide comprehensive treatment to the most severely impaired and untreated Californians and hold patients accountable to following their treatment plans. The program will not be for every unhoused individual, but it is designed as a way to address those who have severe mental health issues. As described by the Governor's office, "CARE Court is a paradigm shift; it focuses on providing individuals with mental health and substance use services before they end up cycling through prison, emergency rooms, and encampments. CARE Court prioritizes the sickest Californians, helping many who live on our streets without shelter or medical care."

The roll out of the program will be done in phases starting in 2023, and the details are being finalized. Riverside County is expected to be among one of the first counties to implement the

CARE Court next year. A County-led working group has already started navigating some of the logistics, which will include coordination with existing services – such as CVAG's CV Housing First program – to provide client referrals to the program.

At the recommendation of the ad hoc committee, Greg Rodriguez, Riverside County Housing and Workforce Solutions' Deputy Director for Government Affairs and Community Engagement, provided a briefing to the Homelessness Committee when it met in September 2022.

Fiscal Analysis: There is no cost to CVAG for this update. However, depending on the extent of the ad hoc's scope and analysis in the future, CVAG staff may ask the Homelessness and Executive Committee to consider allocating additional resources beyond staff time.

Attachment: CalMatters' article from September 8, 2022: *California lawmakers approved CARE Court. What comes next?*

HOUSING

California lawmakers approved CARE Court. What comes next?




BY MANUELA TOBIAS AND JOCELYN WIENER
SEPTEMBER 8, 2022



Lawyers address a judge in Madera County Superior Court in Madera on Tuesday, Sept. 29, 2021. Photo by Larry Valenzuela for CalMatters

Listen to this article

IN SUMMARY

Now that Gov. Gavin Newsom's court system for people with severe mental illness cleared the state Legislature, counties face a series of practical questions critical to turning the fuzzy concept into a reality.

In the next two years, California's 58 counties will be tasked with setting up new court systems to address the needs of people with severe mental illness who often languish on the streets.

Gov. Gavin Newsom's Community Assistance, Recovery, and Empowerment (CARE) Court proposal swept through the state Legislature with resounding approval from Democrats and Republicans in both houses on Aug. 31 — only two of the state's 120 legislators voted against it — and is expected to be signed into law by the governor any day. The proposal was authored by Democratic Sens. Tom Umberg of Garden Grove and Susan Talamantes Eggman of Stockton through **Senate Bill 1338**.

Originally, Newsom's proposal — which would compel people with untreated schizophrenia and other severe mental illness into housing and treatment — had a start date of July 1, 2022. But it faced resistance from county officials who said they were unprepared to create and maintain an entire legal apparatus, much less provide the **necessary** services. After months of successful lobbying to slow down the timeline devised by the governor and secure more money for planning, the California State Association of Counties now says it stands ready to help implement the far-reaching proposal.

Under the new timeline, seven counties will have to establish new courts by Oct. 1, 2023, followed by the remaining 51 counties in December 2024. The pilot counties are San Francisco, San Diego, Orange, Riverside, Stanislaus, Tuolumne and Glenn.

The system will **theoretically work like this**: Family, close friends, first responders and behavioral health workers will be able to submit a petition to the court, signed under penalty of perjury, on behalf of a person with untreated schizophrenia spectrum or other psychotic disorders that shows why they qualify for CARE Court. In order to qualify, the person must be either unlikely to survive safely without supervision or be a threat to themselves or others without support. The petition must include either an affidavit from a licensed health care professional who examined them or tried to — or proof the person was recently detained under intensive treatment.

The court would then order a clinical evaluation of the person — and review the evaluation to see if the person qualifies for CARE Court services. If they do, they'll get legal counsel and a "supporter" — an advocate to walk them through the process, as well as a "Care Plan" that can include recommended treatment, medication and housing. Medication can be court-ordered, but not forcibly administered. During 12 months, a participant will have to attend hearings to make sure they're adhering to the plan — and counties are providing the court-ordered services.

Following that year, a person could receive another year of treatment or a graduation plan, which would not be enforceable by the court. If a person received the court-mandated services but failed to complete their treatment, they could be considered by the court for **conservatorship**, though refusing medication alone wouldn't be grounds for failure. The idea is to make it easier for people who need help, but may not be seeking it, to get it before they lose legal autonomy or end up in jail.

"CARE Court is a paradigm shift: providing housing and services in the community, where people can heal - and not behind locked walls of institutions and prisons," Newsom said in a statement on Aug. 30.

This is the governor's latest and boldest strategy to address homelessness, which consistently ranks **at the top of the list** of voter concerns in California — albeit participants don't have to be unhoused to qualify. The governor has previously **pledged to deal with encampments** and dedicated unprecedented budget funding to the issue. But his administration concedes this will only serve a small sliver of the **161,000 Californians who were unhoused** in 2020 — an estimated 7,000 to 12,000 people a year.

Implementing CARE Courts

Counties now face a series of practical questions critical to turning the fuzzy concept into a reality: How will unhoused people get to court? What happens if someone doesn't show up? Which courts will house CARE Court? Which judges will preside? Who will conduct the medical evaluations?

There's about $88 million in this year's budget to help figure it out. The counties will get $57 million for startup costs, with $26 million earmarked for the first seven counties. Farrah McDaid Ting, public affairs director for the California State Association of Counties, said that money would go toward everything from cell phones and transportation to setting up an information sharing system that tracks data on counties' progress. A working group for those first seven courts hasn't yet been pulled together, she said.

The state Department of Health Care Services, the Health and Human Services Agency and the Judicial Branch will get another $31 million to also help set up and coordinate the court system and train staff.

But many of the big questions that swarmed the proposal from the start still linger — such as whether the necessary housing, mental health services or workforce would be available, or whether forcing people to receive treatment is an effective form of help.

The administration's response to many of these concerns is that there's unprecedented funding available through the **last two budgets**, including $1.4 billion to support the behavioral health workforce and $14 billion for housing and clinical residential placements, including **$1.5 billion in bridge housing** for which CARE Court participants would be prioritized.

The staggered start should allow the state's counties to answer some current unknowns, including how many petitions come in and if housing or services are available for them, said Michelle Cabrera, executive director of the County Behavioral Health Directors Association. But with so many unanswered questions, she said, "even estimating how much staff you'll need is a shot in the dark."

Cabrera anticipates the next few months will be devoted to coming up with a framework for how the court will look in those seven counties, including figuring out financing and training and drawing up forms.

"Even estimating how much staff you'll need is a shot in the dark."

CALMATTERS

Orange County officials don't expect their new court to represent a dramatic departure from the status quo — they already operate a drug court and a mental health court — which is partly why they volunteered to go first.

"I think the bulk of the people who are going to be referred are not going to have schizophrenia," said Veronica Kelley, chief of Mental Health and Recovery Services at the Orange County Health Care Agency. "We have many people who are clinically stable, meaning they're not going to hurt themselves or others. They can function, but they still might shout at their voices. They still are experiencing symptoms. So if they are involved in treatment, they're clinically stabilized, they don't qualify for this."

Luke Bergmann, director of behavioral health in San Diego County — another of the first seven counties — says he is especially concerned about the workforce. He worries about what CARE Court will mean for long-term care, which is "already under a lot of stress." He anticipates a substantial uptick in demand for such facilities, including board-and-care homes, where **serious shortages already exist**.

In addition, he says, it is not yet clear who will pay for a lot of the ongoing operational costs of CARE Court. "We don't currently have a good model for how that kind of work should be reimbursed," he said, especially for people insured by Medi-Cal.

The state's Health and Human Services department told CalMatters most CARE Court participants will be either insured by or eligible for Medi-Cal. Those with commercial insurance would be required to reimburse the county for eligible behavioral health care costs. They pointed to nearly $10 billion counties already receive annually for behavioral health care.

Civil rights concerns

Still, advocates worry the court system will backfire.

Eve Garrow, homelessness policy analyst and advocate at the ACLU of Southern California, which opposes the bill, says people who need help the most may avoid the mental health system — or even avoid family members who can file petitions — "because they fear being hauled into court."

Garrow also fears the number of people funneled into conservatorships — which restrict far more aspects of a person's life — will climb. And she believes Black people will be disproportionately impacted because they are more likely to be **over-policed**, **experience homelessness** and **be misdiagnosed with psychotic disorders**.

"The last thing I want to see is a system where, in order to get timely access to the kinds of resources that you need to survive, you have to give up all of your rights and be subjected to a court order," Garrow said.

In fact, civil rights groups argue the program would "unravel decades of progress for people with disabilities to have the same civil rights of everyone else," said Lili Graham, litigation counsel at Disability Rights California. Her group says it plans to sue once the law goes into effect.

"We're outraged. We're horrified. We're ready to file suit."

— LILI GRAHAM, LITIGATION COUNSEL, DISABILITY RIGHTS CALIFORNIA

"We're outraged," Graham said. "We're horrified. We're ready to file suit."

But vehement opposition from similar groups across the country and dozens of other civil rights groups and homelessness advocates — who are now urging Newsom to veto his own bill — was not enough to stop it from flying through both houses.

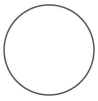
As legislator after legislator took to the microphone on the penultimate day of the legislative session, they spoke to a choice between an imperfect solution and continued inaction.

"I don't think this is a great bill, but it seems to be the best idea that we have, at this point, to try to improve a God awful situation," said Assemblymember Al Muratsuchi, a Democrat from Torrance.

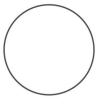
"To walk away and say we can't do anything, to basically say this isn't good enough, is to in a perverse kind of way say, 'We really don't care,'" said Assemblymember Jim Patterson, a Republican from Fresno. Patterson acknowledged casting a vote would not be enough, either.

"This is going to take walking beside these folks, not just today, when we push the button, but next week, next year, perhaps another decade or so."

Learn more about legislators mentioned in this story



D **AL MURATSUCHI**
State Assembly, District 66 (Torrance)
Expand for more about this legislator



R **JIM PATTERSON**
State Assembly, District 23 (Fresno)
Expand for more about this legislator

MORE ON MENTAL HEALTH

CARE Court: Can California counties make it work?

While lawmakers are still gung-ho about Gov. Gavin Newsom's CARE Court, county officials are worried they don't have the resources to implement the idea.

by Jocelyn Wiener and Manuela Tobias JULY 14, 2022

Inmate shuffle: How California bounces around its mentally ill prisoners

One in four California prisoners has a mental illness. The state's solution? Move them around.

by Byrhonda Lyons and Jocelyn Wiener JUNE 2, 2022

© 2022 CALMATTERS.
PROUDLY POWERED BY NEWSPACK BY AUTOMATTIC

ITEM 9o

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Regional Early Action Planning (REAP) 2.0 Program Overview and Next Steps**

Contact: Peter Satin, Regional Planner (psatin@cvag.org)

Recommendation: Information

Background: CVAG has been working to implement two projects that were funded through the first round of the state's Regional Early Action Planning (REAP) grants. This staff report provides an update on the second round of the program – commonly called REAP 2.0. The program was authorized as part of the mid-year revision of the State of California's Fiscal Year 2021-2022 budget, when the California Legislature passed Assembly Bill 140 and the 2021 California Comeback Plan. This legislation allocated $600 million to REAP 2.0, designed to build on the success of REAP 2019 while simultaneously expanding the program focus to integrate the State's housing and climate goals through planning and implementation investments. Funding under REAP 2.0 will prioritize transformative planning and implementation activities that 1) accelerate infill development that facilitates housing supply, choice, and affordability; 2) affirmatively further fair housing; and 3) reduce vehicle miles traveled (VMT). Monies made available through REAP 2.0 must be allocated by June 2024 and expended by June 2026.

REAP 2.0 will be administered regionally by Southern California Association of Governments (SCAG), who have been allocated approximately $246 million for disbursement to eligible applicants. SCAG has developed three programmatic funding areas:

- The first is Early Action Initiatives, which will focus on projects that further SCAG's Sustainable Communities Program, Go Human initiative, and Regional Data Platform, as well as providing funding to the Subregional Partnership Program 2.0 (SRP 2.0), which is detailed below.
- The second program area is the County Transportation Commission (CTC) Partnership Program. It is designed to facilitate the development of transit and other multimodal services to reduce VMT, with particular emphasis on projects that reduce greenhouse gas emissions in accordance with State goals established by SB 375. Funds will be made available to CTCs based on a competitive application process, and will be administered locally by the Riverside County Transportation Commission (RCTC).
- Finally, the Housing and Supportive Infrastructure Program (HSIP) will target infrastructure and utility projects that support housing development and preservation, housing trust funds, and technical assistance to implement eligible projects. Funding under this program will also be based on a competitive application process.

Under SRP 2.0, SCAG will allocate $23 million to subregional councils of governments on a non-competitive basis – making CVAG eligible for up to $541,975. In addition to meeting the three

REAP 2.0 programmatic criteria listed above, projects proposed for SRP 2.0 funding must also fall under at least one of the following uses:

- Land use planning, related studies, and/or programs that result in implementable/adoptable programs and policies required to meet the programs, projects, and commitments in draft, adopted, and/or compliant 6th cycle Housing Elements;
- Outreach supporting programs, projects, or plans required in draft, adopted, and/or compliant 6th cycle Housing Elements and consistent with SCAG's adopted Racial Equity Action Plan;
- Housing strategies for increasing supply and lasting affordability including strategic planning and/or seed funding for subregional housing trust funds and community land trusts;
- Technical assistance to implement eligible activities and uses; and
- Activities otherwise eligible for HSIP.

In order to reserve funding, CVAG will submit a notice of Intent to Apply for Funding to SCAG by the October 14, 2022 deadline. This notice can be non-specific and does not require governing body approval. To secure funding, CVAG must submit completed applications by February 10, 2023 alongside governing body approval. Implementation of the regional strategic plan currently being developed as part of the REAP 2019-funded sustainable revenue stream feasibility study would, based on the current guidelines, qualify for SRP 2.0 funding as a strategy for increasing housing supply and lasting affordability, should CVAG choose to continue the project.

Alternatively, CVAG may choose to pass on submitting a project under SRP 2.0. To be frank, administrative challenges coordinating with SCAG on REAP 2019 activities have taken up extensive staff resources, an experience shared by project implementation partners Lift to Rise. Because of these hurdles and the significant administrative steps that have come with REAP, CVAG staff wants to express its reluctance to accepting SRP 2.0 funding. Staff at Lift to Rise, which has been tracking this funding as a potential investment into the Coachella Valley's affordable housing projects, have also expressed reservations about how SCAG will implement REAP 2.0 given the bureaucratic difficulties that have been experienced to date.

Funds that remain unallocated through SRP 2.0 will be shifted to HSIP and will be earmarked for use within the region for which they were originally intended. This means that, should CVAG pass on any portion of the $541,975, those funds would then be made competitively available under HSIP and prioritized for projects within the CVAG boundary. The guidelines of the HSIP program are still being finalized by SCAG.

In addition to the SRP 2.0 funding, CVAG staff has been closely tracking the availability of other REAP 2.0 funding. This includes coordinating with RCTC staff as they prepare a funding application for a variety of projects under the CTC Partnerships Program, including the planning and design of active transportation projects in the Coachella Valley.

Fiscal Analysis: Should CVAG choose to move forward with an SRP 2.0 application, as much as $541,975 would be available for eligible projects, including project management and staff time.

ITEM 10a

Coachella Valley Association of Governments
Executive Committee
September 26, 2022

STAFF REPORT

Subject: **Federal and State Advocacy Update**

Contact: Emmanuel Martinez, Senior Project Manager (emartinez@cvag.org)

Recommendation: Information

Background: In the last quarter of 2021, CVAG's Executive Committee approved retention of lobbying firms in Washington, D.C., and in Sacramento, to help elevate CVAG's projects and priorities and increase opportunities for outside funding via identification of grants and policy advocacy. The Ferguson Group represents CVAG at the federal level and The Politico Group represents CVAG in Sacramento.

On August 31, the state legislative session concluded shortly after midnight, bringing to an end the 2021-22 the biennial legislative session. Of particular interest to the committee are three bills that proposed to encroach on local control over how local funds are allocated and prioritized for transportation projects. The Executive Committee, at the recommendation of the Transportation Committee, formally adopted an oppose position on these bills, which mirrored the position of the Riverside County Transportation Commission (RCTC).

Two of these bills, AB 2237 and AB 2438, were introduced by Assembly Transportation Chair Laura Freidman. The other bill, AB 1778, was introduced by Assemblymember Christina Garcia. CVAG was not alone in opposing the legislation, and AB 1778 and AB 2237 failed to pass, meaning they are now dead.

Regarding the bills that died, AB 2237 included a concerning provision that would have prohibited state funds to be used for capacity enhancing projects. Although the intent of this legislation was to address highly dense urban areas of the state, the one-size-fits-all approach could have been proven detrimental to the Coachella Valley. Additionally, AB 1778 proposed to link state transportation funds to the California Healthy Places index and would have prevented state funds or state staff time be used to permit projects in the 40th percentile of housing and environmental indicators. If enacted, this bill would have further restricted state funds and open the door to new requirements that could further hinder funding opportunities for the Coachella Valley. CVAG staff sent letters of opposition to these bills and its state lobbying team advocated CVAG's position in coordination with RCTC. Although these bills are now dead, staff anticipates continued efforts related to same in the next legislative cycle.

Unfortunately, AB 2438 did pass both legislative houses and was presented to the Governor. This bill will require state transportation funding program guidelines include strategies from the California Action Plan for Transportation Infrastructure. Specifically, this would apply to the following programs: Interregional Improvement Program, State Highway Operation and Protection Program, Solutions for Congested Corridors program, Trade Corridors Enhancement Program, and the Road Maintenance and

Rehabilitation Program (also known as the Local Partnership Program). The bill also requires the California Department of Transportation to conduct a financial feasibility element to be included in the California Transportation Plan. The Governor has until September 30 to either sign or veto bills. Staff and Politico Group will continue to monitor and report back on relevant outcomes.

In addition to legislation, the Legislature and the Governor agreed on 13 additional budget items on the final day of session, complimenting the $54 billion climate budget. Out of the package $3.9 billion will be dedicated to zero-emission vehicles and associated infrastructure such as charging stations. The Politico Group is reviewing relevant investments in the climate package to identify potential funding opportunities for CVAG, and CVAG's Energy and Environmental Resources Committee has requested additional information come forward for their discussion and consideration.

Lastly, it is important to note that this legislative cycle will mark amongst the highest turnover rates in the state Legislature's history. Due to a variety of reasons, over a quarter of the Legislature's 120 members will not return next year. This may have significant impacts on the policy making and political environment in the next few years.

At the federal level, the Ferguson Group is monitoring funding opportunities and recent actions. This includes a "must-pass" stop gap funding package known as a continuing resolution. This will allow the federal government to stay open pass the September 30 end of fiscal year date. The White House outlined four main asks in its continuing resolution request to Congress, which related to Ukraine, COVID-19, Monkeypox and natural disaster recovery. CVAG staff and its lobbying team will closely monitor the support for natural disaster funding, particularly mitigation funding as it may become a potential source to address the flooding and blowsand in the Western Coachella Valley.

Regarding the flood and blowsand, FEMA has opened up its application for its Building Resilient Infrastructure and Communities (BRIC) grant program. Although CVAG and local cities cannot apply directly, they can apply as sub-applicants to the State which then may be included in the State of California's application. The State has opened up is sub-applicant application process in which it will use to select projects for inclusion in its final application which is due at the end of January 2023. CVAG staff is currently working to submit a Notice of Interest for the flooding and blowsand project, which is the focus of a separate agenda item to the Executive Committee.

Additionally, the Department of Transportation (DOT) released a list of programs included in President Biden's Justice40 Initiative, which aims to deliver 40 percent of the overall benefits of climate, clean energy, and related investments to disadvantaged communities that are marginalized, overburdened, and underserved. The initiative allows DOT to identify and prioritize projects that benefit rural, suburban, tribal, and urban communities facing barriers to affordable, equitable, reliable, and safe transportation. This initiative will impact programs operated by the Federal Highway Administration, the Federal Railroad Administration, Federal Transportation Administration and the Office of the Secretary of Transportation.

Fiscal Analysis: There are no additional costs to CVAG for this report.

SB 6 (Caballero) and AB 2011 (Wicks), which would require cities to approve housing in areas zoned for office, retail, and parking, made it to the Governor's desk. One key difference is that SB 6 would still allow the California Environmental Quality Act (CEQA) to apply. AB 2011 on the other hand, would require cities to ministerially approve, without condition or discretion, such developments. A developer would be able to choose which of the two processes to use.

Cal Cities secured additional flexibility for cities in both bills. However, Cal Cities remains opposed to the measures and is asking the Governor to veto them.

Cal Cities is also requesting a veto for SB 897 (Wieckowski). The measure would make numerous changes to accessory dwelling unit (ADU) law, even though the law has been amended each of the last five years. Most notably, this measure would force cities to allow 25-foot ADUs if they are attached to the primary dwelling. This would effectively create two-story structures.

AB 2097 (Friedman) would significantly restrict parking requirements within one half-mile of public transit, which the bill defines as a high-quality transit corridor with a 15-minute interval or a major transit stop. It would also prohibit a city from imposing parking requirements on certain other housing projects, regardless of how far they are out from transportation. Cal Cities is requesting a veto for AB 2097.

The data-collection bill AB 2752 (Wood) would create an interactive map showing all developed last-mile broadband service connections from the state's open-access, middle-mile broadband project. Last-mile connections are the final connection between an internet company and an end user. Cal Cities is requesting the Governor sign AB 2752, as the additional information would help close the digital divide faster.

Cal Cities is also requesting the Governor's signature for AB 1938 (Freidman). The bill would clarify that cities have the authority to lower their speed limits, as outlined in last year's AB 43 (Friedman, 2021).

Cal Cities is seeking a veto on AB 1685 (Bryan). This measure would require cities to forgive at least $1,500 in parking fines and fees annually for people experiencing homelessness. The measure would significantly increase financial and administrative costs for cities. Moreover, there are already many local and statewide programs in place that reduce the financial burden of these citations.

The Cal Cities-sponsored AB 1985 would give cities an additional two years to comply with SB 1383's (Lara, 2016) procurement requirements. The bill builds on the $180 million secured in the 2022-23 State Budget for the new organic waste recycling regulations.

Lawmakers passed several public safety measures that would be beneficial to cities. Cal Cities is requesting the Governor's signature on AB 1740 (Muratsuchi) and SB 1087 (Gonzalez). The two bills would increase the tracking of catalytic converter sales and outline parameters for who may purchase or possess them. Since 2020, the number of catalytic thefts in California has spiked. However, police officers have few tools to respond, making this a critical measure.

Cal Cities is requesting a veto for SB 1186 (Wiener), a bill that would require all jurisdictions to change their ordinances to allow for the delivery of medicinal cannabis. The measure disregards both the intent of the state's regulatory cannabis framework and the reality that local jurisdictions in California have vastly different needs.

AB 1951 (Grayson) would convert the current state General Fund-only sales and use tax exemption for the purchase of manufacturing equipment into a full exemption, including locally approved tax rates. The measure would create an estimated $2 billion revenue loss for local governments. Notably, the exemption does not have any requirements attached, such as job creation. This bill was vetoed by the Governor.

Similarly, AB 2887 (E. Garcia) would increase the annual sales and use tax exclusion limit by $50 million for eligible alternative energy and advanced manufacturing. The annual local government revenue loss for AB 2887 would exceed $25 million annually for 3 years. Cal Cities is requested a veto but the bill was signed by the Governor.

AB 2622 (Mullin) would extend the sales and use tax exemption provided to local governments for zero-emission transit buses. Cal Cities is requesting the Governor's signature for AB 2622.

Gavin Newsom has until Sept. 30 to sign or veto any bills that reach his desk.