

# COACHELLA VALLEY CONSERVATION COMMISSION MEETING AGENDA

THURSDAY, JUNE 12, 2025 10:30 a.m.

Coachella Valley Association of Governments' Conference Room 73-710 Fred Waring Drive, Suite 104
Palm Desert, CA 92260

Members of the public may use the following link for listening access and ability to address the CVCC when called upon:

https://us02web.zoom.us/j/81613157827?pwd=IEndifJ7Nh2ee7LLRH8iVNpAvceC2b.1

Dial In: +1 669 900 9128 US Webinar ID: 816 1315 7827 Password: 704443 Public comment is encouraged to be emailed to the CVCC prior to the meeting via email to <a href="mailto:cvag@cvag.org">cvag@cvag.org</a> by 5:00 pm on the day prior to the Commission meeting. Members of the public joining the meeting by Zoom can also provide comment by using the "raise hand" feature or hitting \*9 on the phone keypad.

As a convenience to the public, CVCC provides a call-in option and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Please note that, in the event of a technical issue disrupting the call-in or internet-based options, the meeting will continue unless otherwise required by law.

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

1.	CALL TO ORDER	<ul><li>Mayor Pro</li></ul>	Tem Gary	<sup>,</sup> Gardner, C	Chair, City o	f Desert Hot S	Springs
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2.	ROLL	<b>CALL</b>
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Α.	Member Roster	D.C.
Δ	Memner Roster	P5
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- 3. PLEDGE OF ALLEGIANCE
- 4. AGENDA MODIFICATIONS (IF ANY)
- 5. PUBLIC COMMENTS ON AGENDA ITEMS

This is the first of two opportunities for public comment. Any person wishing to address the Coachella Valley Conservation Commission on items appearing on this agenda may do so at this time. At the discretion of the Chair, comments may be taken at the time items are presented. Please limit comments to 3 minutes.

## 6. <u>COMMISSION CHAIR/DIRECTOR ANNOUNCEMENTS</u>

## 7. CONSENT CALENDAR

- A. Approve the minutes of the April 10, 2025, meeting
- B. Authorize the Executive Director to execute a contract with Dokken Engineering to conduct the Interstate 10 Wildlife Crossing Improvement Feasibility Study at a cost not to exceed \$187,070 through February 28, 2026

**P6** 

P11

## 7. 1 ITEMS HELD OVER FROM CONSENT CALENDAR

8.	DIS	3CL	JSSI	ON A	AC1	<b>TION</b>
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A.	Acquisition of one parcel in the Upper Mission Creek/Big Morongo Canyon Conservation Area – Diana Rosas, Coachella Valley Mountains Conservancy	P82
	Recommendation: Approve Resolution 2025-04 for acquisition of one parcel consisting of approximately 3.16+/- acres in the Upper Mission Creek/Big Morongo Canyon Conservation Area at a cost not to exceed \$75,000, plus closing and transaction-related costs not to exceed \$3,500; and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition	
В.	Fiscal Year 2025-26 Agency-Wide, Programs, and Individual Funds Budget – Claude Kilgore	P87
	Recommendation: Approve Resolution 2025-05 and adopt the CVCC Annual Budget for Fiscal Year 2025-26	
C.	Continued coordination with the University of California - Tony Quiroz	P118
	<ul> <li>Recommendation: As part of the CVCC's continued work with the University of California:</li> <li>1. Authorize the Chair to execute a Master Research Agreement with the UC Regents allowing CVCC to continue to engage in contracts with UC; and</li> </ul>	
	<ol> <li>Authorize the Executive Director to execute a contract with UC Riverside's Center for Conservation Biology to implement biological monitoring for the period from July 1, 2025, to June 30, 2026, at a cost not to exceed \$261,960</li> </ol>	
D.	Legislative Efforts to Dedicate the Bump and Grind – Emmanuel Martinez	P134
	<b>Recommendation</b> : Provide staff direction on Riverside County Supervisor V. Manuel Perez's efforts to dedicate part of the Bump and Grind Trail in memory of former Assemblymember Brian Nestande	
E.	Contract for Illegal Dumpsite and Encampment Cleanup and Disposal Services – Tony Quiroz	P136
	Recommendation: Authorize the Executive Director to execute a contract with American Integrated Services to provide dumpsite and encampment cleanup and disposal services for the period from July 1, 2025, to March 31, 2027, at a not-to-exceed amount of \$249,234	

## 9. <u>INFORMATION</u>

Α.	Attendance Record	P231
В.	CVCC's Unaudited Financial Reports through March 31, 2025	P232
C.	CVCC's Quarterly Investment Report through March 31, 2025	P234
D.	Automatic Cost-of-Living Adjustment to Administrative Fees for Project Reviews	P23
E.	Update on North Shore Ranch acquisition in the Coachella Valley Stormwater Channel and Delta Conservation Area	P237
F.	Contracts under Executive Director's signing authority	P239
G.	Coachella Valley Association of Governments' Meeting Calendar for Fiscal Year 2025-26	P241
Н.	Update on Reinstatement of Tipping Fees	P242

## 10. PUBLIC COMMENTS ON NON-AGENDA ITEMS

This is the second opportunity for public comment. Any member of the public wishing to address the Commission on items of general interest within the purview of this Commission may do so at this time. Please limit comments to 2 minutes.

## 11. ANNOUNCEMENTS

The next meeting of the **Coachella Valley Conservation Commission** will be held on Thursday, September 11, 2025, at 10:30 a.m. The meeting is expected to be held at the Colorado Regional Water Quality Control Board, 73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260. CVCC staff will confirm the location closer to the meeting date.

The next meeting of the **Coachella Valey Association of Governments' General Assembly** will be held on Monday, June 30, 2025, at 6 p.m. at the Westin Rancho Mirage Golf Resort & Spa, 71333 Dinah Shore Dr., Rancho Mirage, 92270.

## 12. ADJOURN

## Coachella Valley Conservation Commission Member Roster 2024 - 2025



City of Cathedral City	Councilmember Ernesto Gutierrez
City of Coachella	Mayor Steven Hernandez
Coachella Valley Water District	Board Member Anthony Bianco
City of Desert Hot Springs	Mayor Pro Tem Gary Gardner, Chair
Imperial Irrigation District	Director Alex Cardenas
City of Indian Wells	Mayor Pro Tem Dana Reed
City of Indio	Mayor Pro Tem Elaine Holmes, Vice Chair
City of La Quinta	Mayor Linda Evans
Mission Springs Water District	Director Amber Duff
City of Palm Desert	Mayor Pro Tem Evan Trubee
City of Palm Springs	Mayor Ron deHarte
City of Rancho Mirage	Councilmember Michael O'Keefe
Riverside County	Supervisor Jose Medina - District 1 Alternate: Councilmember Stephanie Virgen, Coachella Supervisor Karen Spiegel — District 2 Alternate: Councilmember Kathleen Fitzpatrick, La Quinta Supervisor Chuck Washington — District 3 Alternate: Mayor Jan Harnik, Palm Desert Supervisor V. Manuel Perez — District 4 Alternate: Mayor Scott Matas, Desert Hot Springs Supervisor Yxstian Gutierrez — District 5 Alternate: Councilmember Ben Guitron, Indio

# Coachella Valley Conservation Commission Meeting Minutes April 10, 2025



The audio file for this committee can be found at: http://www.cvaq.org/audio.htm

- 1. CALL TO ORDER The meeting was called to order by Chair Gary Gardner, City of Desert Hot Springs Mayor Pro Tem, at 11:00 a.m. in the CVAG Conference Room, Suite 104, in Palm Desert. Zoom videoconferencing was available from Riverside County Administrative Building in Riverside, CA.
- 2. ROLL CALL Roll call was taken and it was determined that a quorum was present.

# Members Present Councilmember Ernesto Gutierrez\* Mayor Steven Hernandez

Mayor Pro Tem Gary Gardner, *Chair* 

Director Alex Cardenas\*
Mayor Pro Tem Dana Reed
Councilmember Oscar Ortiz

Mayor Linda Evans Director Amber Duff

Mayor Pro Tem Evan Trubee

Mayor Ron deHarte

Councilmember Michael O'Keefe Councilmember Stephanie Virgen\* Councilmember Kathleen Fitzpatrick

Mayor Jan Harnik

Supervisor V. Manuel Perez

## Agency

City of Cathedral City City of Coachella

City of Desert Hot Springs Imperial Irrigation District City of Indian Wells

City of Indio

City of La Quinta

Mission Springs Water District

City of Palm Desert City of Palm Springs City of Rancho Mirage

Riverside County – District 1 Riverside County – District 2 Riverside County – District 3 Riverside County – District 4

#### **Members Not Present**

Director Anthony Bianco Supervisor Yxstian Gutierrez Coachella Valley Water District Riverside County – District 5

\*arrived at Item 6

#### 3. PLEDGE OF ALLEGIANCE

Chair Gardner led the Commission in the Pledge of Allegiance.

4. AGENDA MODIFICATIONS (IF ANY)

None.

## 5. PUBLIC COMMENTS ON AGENDA ITEMS

#### 6. COMMISSION CHAIR / DIRECTOR COMMENTS

Chair Gardner and Executive Director Tom Kirk announced that CVCC was awarded a CalRecycle grant in the amount of \$500,000 to focus on cleaning up and trash removal on conservation land.

Mr. Kirk announced that Proposition 4 was passed in November's ballot and includes wildfire prevention funding. CVAG will be advocating for funds from that proposition to backfill the funds that the Coachella Valley Mountains Conservancy had previously been set to receive but then retracted due to State budget issue.

#### 7. CONSENT CALENDAR

- A. Approve the minutes of the February 13, 2025, meeting
- B. Receive and file a 2.03 percent inflationary adjustment to the Local Development Mitigation Fee for Fiscal Year 2025-26, to take effect July 1, 2025
- C. Receive and file the Local Development Mitigation Fee Annual and Five-Year Report for Fiscal Year 2023-24 in fulfillment of the reporting requirements of the Mitigation Fee Act
- D. Appoint Doug Evans of Cathedral City and Ray Schneider of Highland to atlarge positions on the Trails Management Subcommittee, and appoint Scott Collins of Palm Springs as an alternate member

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY DIRECTOR DUFF TO APPROVE THE CONSENT CALENDAR ITEMS.

THE MOTION CARRIED WITH 15 AYES AND 2 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
<b>Board Member Anthony Bianco</b>	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Aye
Councilmember Oscar Ortiz	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Aye
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Supervisor Yxstian Gutierrez	Absent

### 7.1 ITEMS HELD OVER FROM CONSENT CALENDAR

None

#### 8. DISCUSSION / ACTION

## A. 2024 Annual Report

Program Manager Peter Satin presented the staff report.

Brief member discussion ensued throughout the presentation with Mr. Satin answering questions from the Commission as he presented the PowerPoint presentation.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY COUNCILMEMBER FITZPATRICK TO REVIEW AND ACCEPT THE 2024 ANNUAL REPORT ON THE COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

THE MOTION CARRIED WITH 15 AYES AND 2 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
Board Member Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Aye
Councilmember Oscar Ortiz	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Aye
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Supervisor Yxstian Gutierrez	Absent

#### B. Acquisition of two parcels in the Desert Tortoise and Linkage Conservation Area

Coachella Valley Mountains Conservancy Associate Director Diana Rosas presented the staff report.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY COUNCILMEMBER ORTIZ TO APPROVE RESOLUTION 2025-03 FOR ACQUISITION OF TWO PARCELS CONSISTING OF APPROXIMATELY +/-60.0 ACRES IN THE DESERT TORTOISE AND LINKAGE CONSERVATION AREA AT A COST NOT TO EXCEED \$84,500, PLUS CLOSING AND TRANSACTION RELATED COSTS NOT TO EXCEED \$3,000; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY CONTRACTS AND TAKE SUCH OTHER ACTIONS AS NECESSARY FOR THE ACQUISTION

#### THE MOTION CARRIED WITH 15 AYES AND 2 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
<b>Board Member Anthony Bianco</b>	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Aye
Councilmember Oscar Ortiz	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Aye
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Supervisor Yxstian Gutierrez	Absent

## C. Development of the CVCC's Conservation Ranger Program

Conservation Ranger Coordinator Will Steichen presented the staff report and outlined the development of the ranger program.

Member discussion ensued with Commissioners asking questions regarding requirements for future rangers and other program details.

No action was taken as this was an information only item.

#### 9. INFORMATION

- A. Attendance Record
- B. Update on Reinstatement of Tipping Fees
- C. CVCC's Unaudited Financial Reports through December 31, 2024
- D. CVCC's Quarterly Investment Report through December 31, 2024
- E. Conflict of Interest Guidance

#### 10. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

#### 11. ANNOUNCEMENTS

The next Coachella Valley Conservation Commission meeting will be held on Thursday, May 8, 2025, at 10:30 a.m. at the Coachella Valley Association of

Governments' conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

## 12. ADJOURN

Chair Gardner adjourned the meeting at 11:58 a.m.

Respectfully submitted,

Elysia Regalado Management Analyst

# Coachella Valley Conservation Commission June 12, 2025



#### **STAFF REPORT**

Subject: Contract with Dokken Engineering for Interstate 10 Wildlife Crossing Improvement

**Feasibility Study** 

Contact: Tony Quiroz, Conservation Management Analyst (tquiroz@cvag.org)

Recommendation: Authorize the Executive Director to execute a contract with Dokken Engineering to conduct the Interstate 10 Wildlife Crossing Improvement Feasibility Study at a cost not to exceed \$187,070 through February 28, 2026

<u>Background</u>: The CVCC is seeking to improve wildlife connectivity along Interstate 10, Highway 111, and the railroad corridor by developing scientifically supported recommendations. In 2024, CVCC received funding from the California Department of Fish and Wildlife, Local Assistance Grant and 30x30 programs for the project titled "Wildlife Connectivity Assessment for Interstate 10 and Closely Associated Transportation Infrastructure in the Banning Pass." The study will focus on 12 existing culverts and bridges along I-10/Highway 111 as biological corridors, measuring wildlife movement and identifying factors influencing the use of these structures.

In May 2025, CVCC issued a request for proposals for firms who could develop design plans and preliminary cost estimations for improvements and retrofits to existing wildlife undercrossing structures. CVCC received three proposals by the May 12, 2025 deadline. An evaluation panel comprised of staff from CVCC, University of California (UC), Davis, and the Nature Conservancy received and reviewed these proposals. Staff is recommending the CVCC award this contract to Dokken Engineering.

Dokken Engineering will collaborate with CVCC, Caltrans, Riverside County's Department of Transportation, The Nature Conservancy, and researchers from UC Davis and University of California, Los Angeles to develop design plans, specification outlines, and cost estimates for noise/light abatement, barrier fencing, vegetative cover/habitat restoration, new crossing designs, or other improvements or retrofits. Preliminary cost estimates for these design improvements will be provided, along with attending meetings with affected landowners to present design concepts and incorporate feedback. Deliverables include detailed design plans, a Project Study Report-Equivalent, preliminary cost estimates, and updated design concepts reflecting landowner feedback.

Staff is now recommending the Executive Director be authorized to execute a contract with Dokken for the work. This recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying changes prior to execution.

<u>Fiscal Analysis</u>: The recommended contract is for a cost not-to-exceed amount of \$187,070. This will be funded from the Management and Monitoring Program budget and will be fully reimbursed by the California Department of Fish and Wildlife grant. The cost for the feasibility study is included in the CVCC's proposed Fiscal Year 2025-26 budget.

Attachment: Contract, scope of work and budget

#### PROFESSIONAL SERVICES CONTRACT

#### between

# COACHELLA VALLEY CONSERVATION COMMISSION (CVCC) and DOKKEN ENGINEERING

THIS AGREEMENT is made and effective as of **June 12**, **2025** between the Coachella Valley Association of Governments ("CVCC") and Dokken Engineering ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

## 1. TERM

This Agreement shall commence on **July 1, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **February 28, 2026** unless sooner terminated or extended pursuant to the provisions of this Agreement. CVCC shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVCC, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

## 2. SERVICES

Consultant shall perform **PROFESSIONAL ENGINEERING SERVICES** consistent with the provisions of the Request for Proposals for the proposed **Interstate 10 Wildlife Crossing Improvement Feasibility Study**, released on April 3, 2025 (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") 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 herein or 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 Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated

herein by reference: Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal)

## 3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$187,070 without a written amendment.

## 4. <u>PERFORMANCE</u>

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. 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 submit informal progress reports to CVCC's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVCC, describing the state of work performed. The purpose of the reports is to allow CVCC 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.

The Consultant's Project Manager shall meet with the CVCC Project Manager as needed.

#### 5. PAYMENT

- (a) If independent and separate Work Orders are contemplated, CVCC shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.
- (c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVCC.
- (d) A formal report of tasks performed and tasks in process, in a form acceptable to CVCC, shall be attached to each invoice.
  - (e) Consultant shall invoice no less frequently than monthly and submit

invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written description. The description shall provide detail about the types of activities and specific accomplishments during the period for which the payment is being made. CVCC shall only make payments in the form of Electronic Fund Transfer (EFT).

- (f) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.
- (g) Upon approval by CVCC's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVCC disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

## 6. <u>INSPECTION OF WORK</u>

Consultant shall permit CVCC the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

## 7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVCC. 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 hereinbelow.

## 8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) CVCC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVCC. If CVCC suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CVCC shall pay Consultant only for work that has been accepted by CVCC. Work in process will not be paid unless CVCC agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant

to this Section, Consultant will submit a final invoice to CVCC. Payment of the final invoice shall be subject to approval by the CVCC Project Manager as set out above.

## 9. <u>DEFAULT OF CONSULTANT</u>

- (a) 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, CVCC 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.
- (b) As an alternative to notice of immediate termination, the CVCC 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 upon it 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, CVCC 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.

## 10. OWNERSHIP OF DOCUMENTS

- (a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVCC or its designees at reasonable times to such books and records; shall give CVCC the right to examine and audit said books and records; shall permit CVCC to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- (b) Unless the RFP 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 CVCC and may be used, reused, or otherwise disposed of by CVCC without the permission of Consultant. With respect to computer files, Consultant shall make available to CVCC, at Consultant's

office and upon reasonable written request by CVCC, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## 11. <u>INDEMNIFICATION FOR PROFESSIONAL LIABILITY</u>

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVCC, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

## 12. INSURANCE

- (a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.
- (b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVCC with a certificate and endorsement verifying such coverage. 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 and endorsements evidencing insurance coverage as required 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 CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVCC may, in addition to any other remedies it may have, terminate this Agreement.
- (c) Consultant's insurance coverage shall be primary insurance as respects CVCC, its member agencies, and any other interested and related party designated

by CVCC 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 CVCC, 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 CVCC.

- (d) 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.
- (e) Evidence of all insurance coverage shall be provided to CVCC prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVCC, 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.

## 13. INDEPENDENT CONTRACTOR

- (a) Consultant is and shall at all times remain as to CVCC 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 CVCC, 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 CVCC or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVCC or its members, or bind CVCC or its members in any manner except as expressly authorized by CVCC.
- (b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVCC shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVCC shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 14. 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. CVCC, 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 not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

## 15. UNDUE INFLUENCE

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 CVCC 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 CVCC 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 CVCC to any and all remedies at law or in equity.

## 16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVCC, 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.

## 17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVCC's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the CVCC Task Manager or unless requested by the CVCC 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 CVCC. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVCC notice of such court order or subpoena.
  - (b) Consultant shall promptly notify CVCC 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 thereunder or with respect to any project or property of CVCC or its members. CVCC 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 CVCC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVCC's right to review any such response does not imply or mean the right by CVCC to control, direct, or rewrite said response.

(c) 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.

## 18. NOTICES

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:

To CVCC: Executive Director

CVCC

74-199 El Paseo, Suite

100

Palm Desert, CA 92260

To Consultant: Michael Greer, PE, TE

Project Manager

Dokken Engineering 1450 Frazee Road, Suite 100 San Diego, CA 92108

## 19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVCC.

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 members of

the project team without prior written approval by CVCC.

## 20. MANAGEMENT

CVCC's Executive Director shall represent CVCC in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

## 21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVCC before subcontracting any services related to this Agreement. CVCC reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

## 22. LICENSES

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.

## 23. GOVERNING LAW

CVCC 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, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVCC Executive Director or designee. Consultant shall give CVCC 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 CVCC with a statement supporting the claim. CVCC 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.

## 24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVCC shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVCC written

assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVCC to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVCC shall be subject to any unsatisfied lien or claim arising out of this Agreement.

## 25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. 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.

## 26. FORCE MAJEURE

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.

## 27. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

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.

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.

This amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY CONSERVATION COMMISSION	1
Зу:	
Tom Kirk, Executive Director	
DOKKEN ENGINEERING	

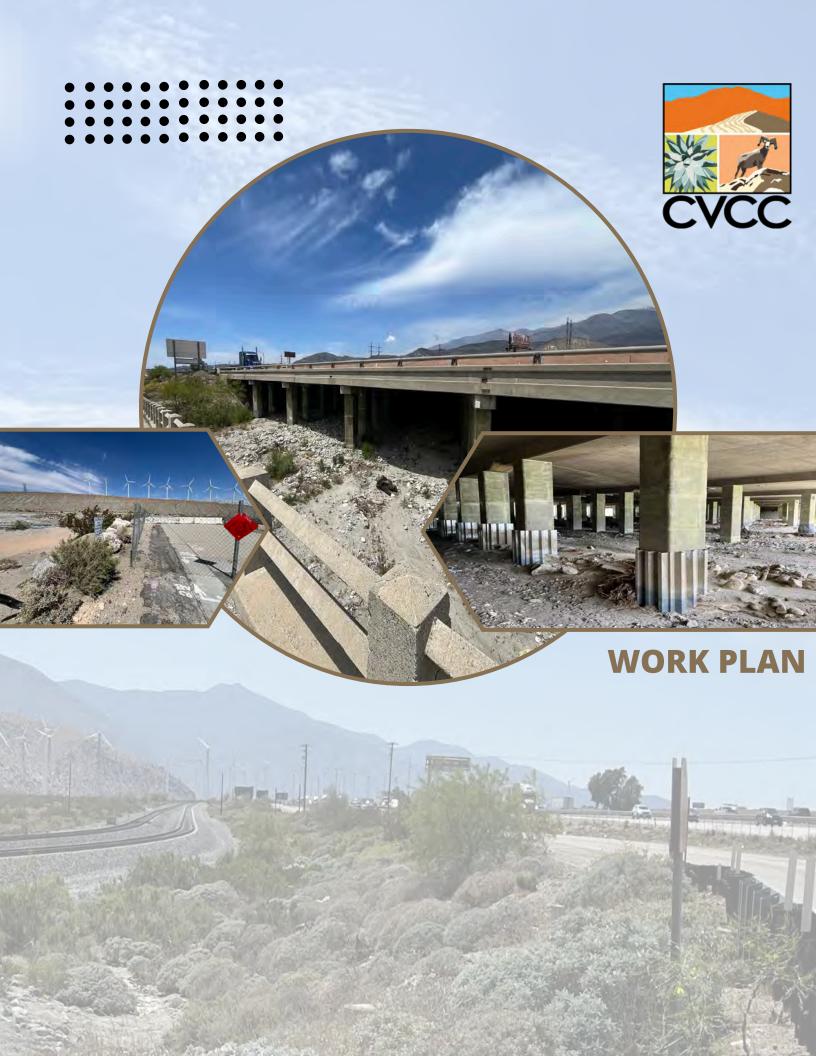
John A. Klumenes, Jr., President

## **EXHIBIT "A"**

## **SCOPE OF WORK**

See following pages.





#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



## 4. WORK PLAN

#### **PROJECT UNDERSTANDING**

We understand that CVCC is seeking a well-qualified team to provide professional engineering services for the development of a Feasibility Study for an Interstate 10 (I-10) Wildlife Crossing Improvement as described in the RFP and illustrated on the RFP Attachment A: Project Location Map. The proposed study will focus on the twelve (12) existing culverts and bridges along I-10 and Highway 111, analyzing how they could potentially operate as biological corridors. As such, our team will provide CVCC with the necessary wildlife connectivity and biological expertise to develop this phase of the project.

We understand the investigation area to be approximately 40 square miles with a westerly boundary near the Banning Municipal Airport and the easterly boundary near the Whitewater River as it crosses I-10. We have thoroughly read the RFP, researched available planning and construction documents, visited the project site, and collaborated as a preliminary design group to identify the following key project challenges as summarized in this table then further elaborated on below.

#### **CVCC CHALLENGE**

#### **DOKKEN SOLUTIONS**

#### **BENEFIT TO CVCC**

#### **Multi-Stakeholder Coordination Efforts**

The alignments of the potential biological corridors and ultimate wildlife crossing locations require input from multiple stakeholders and property owners to find the best fit. The project team will need to obtain input from various property owners and community groups to ensure all voices are heard in the design process. Understanding the needs of each stakeholder and listening to their concerns will help ensure the finished product is acceptable to all.

We will establish the project coordination list to include all stakeholders with whom CVCC would like to obtain input, including community and area development groups, as well as conservancy groups and adjacent property owners. We will leverage our extensive knowledge of these agencies and groups and relationships. Establishing open lines of communication early helps build trust and ensures all parties know where to go to provide input on potential issues. We will organize focus meetings as requested to provide input on the latest project developments and alternatives.

Our proactive approach to communication with stakeholders using easy-to-read, large-scale exhibits will enable our team to resolve questions in a timely manner and minimize miscommunication regarding project goals and proposed improvements. We have well established relationships with many of the key project stakeholders, including UPRR, Caltrans, and the County of Riverside. Our structures, R/W, and environmental engineers and environmental partners work with these agencies regularly.

#### **Potential Right of Way and Utility Impacts**

Wildlife crossings in this area have the potential to create utility conflicts with existing infrastructure and other facilities. Overhead electrical and buried high-pressure gas along I-10 have existed for years. Fiber optic will soon be added. To minimize impacts to existing private property features requires effective communication with utility and property owners to ensure cooperation throughout the planning, design, bidding and construction processes.

Our proactive planning, mapping, and communication relevant to conflict resolution ensures that improvements minimize impacts. We create clear exhibits to depict potential impacts to property owners. We will leverage experience gained through partner experiences on the US-101/Monterey and SR-62 projects related to situating structures over/under existing UPRR and transmission infrastructure. Our designers collaborate regularly to avoid conflicts where possible and design around existing infrastructure where practicable.

Our team provides utility and right of way coordination services consistent with federally approved processes on all projects to ensure there are no delays prior to or in construction. We have extensive experience coordinating design alternatives that protect existing utilities. Our environmental partner has direct experience coordinating UPRR and Caltrans reviews on similar projects, thus we understand their concerns and will coordinate potential impacts with CVCC and stakeholders early.

#### Structures, Drainage and Storm Water Quality Management Considerations

Potential overcrossing locations will be evaluated as part of the preliminary engineering phase of design. Coordinating new overcrossings with the railroad is complex, at best. Modifying existing crossings must consider the topography of the area, which can Our team of civil and structural engineers have developed concept alternatives and cost analyses for various structure types and uses of bridges and culverts for local agencies, Caltrans, and UPRR. We can quickly develop concepts and cost estimates to accurately evaluate the best designs for each scenario, including

The Dokken team's previous and ongoing experience working with local agencies, UPRR, Caltrans, and ecology scientists allows for informed direct collaboration and a thorough understanding of permitting agency requirements and needs for wildlife movement.



#### REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### **CVCC CHALLENGE**

significantly impact not only wildlife permeability, but also water flow and runoff patterns, potentially leading to increased erosion, sedimentation, and the risk of localized flooding. Effective management of stormwater is essential to mitigate risks and ensure long-term corridor stability.

#### **DOKKEN SOLUTIONS**

alternate structure crossing and span lengths, or alternative footing designs considering geotechnical considerations. Our structures and drainage designers will work closely with CVCC scientists to identify cost-effective solutions that maintain existing drainage patterns while meeting requirements for water quality treatment and wildlife permeability.

#### **BENEFIT TO CVCC**

We have a proven track record of developing cost-effective solutions to challenging structures projects. With clear communication and open collaboration, our team excels at identifying structures and drainage design options that minimize impacts to existing infrastructure and gain timely agency approvals.

### Landscape and Architectural Integration with Wildlife

The addition of biological corridors and wildlife crossings within this already built-up environment must integrate the data on wildlife movement and habitat potential (provided by CVCC) with existing and potential new crossing infrastructure. Overall aesthetics of improvements should represent the desert region and indigenous population while maintaining valuable resources as well as emergency access and connectivity.

The Dokken team will provide spatial topographic analysis to link the CVCC science data with the existing facilities and proposed wildlife crossing improvements. Working together with CVCC with stakeholder input, we will develop overall site planning to conduct and connect adjacent wildlife to/from existing and potential core habitats through intermediate habitat enhancement infrastructure that blends with the environment and respects the indigenous history of the region.

Our team's recent experience working together with local agencies, ecology scientists, and area stakeholders to enhance wildlife permeability while reducing mortality rates will streamline the alternatives process to meet the project schedule. Working collaboratively with stakeholder input provides a sense of 'ownership' which increases community support for these wildlife connectivity improvements.

## **Incorporating Habitat Restoration and Wind Considerations**

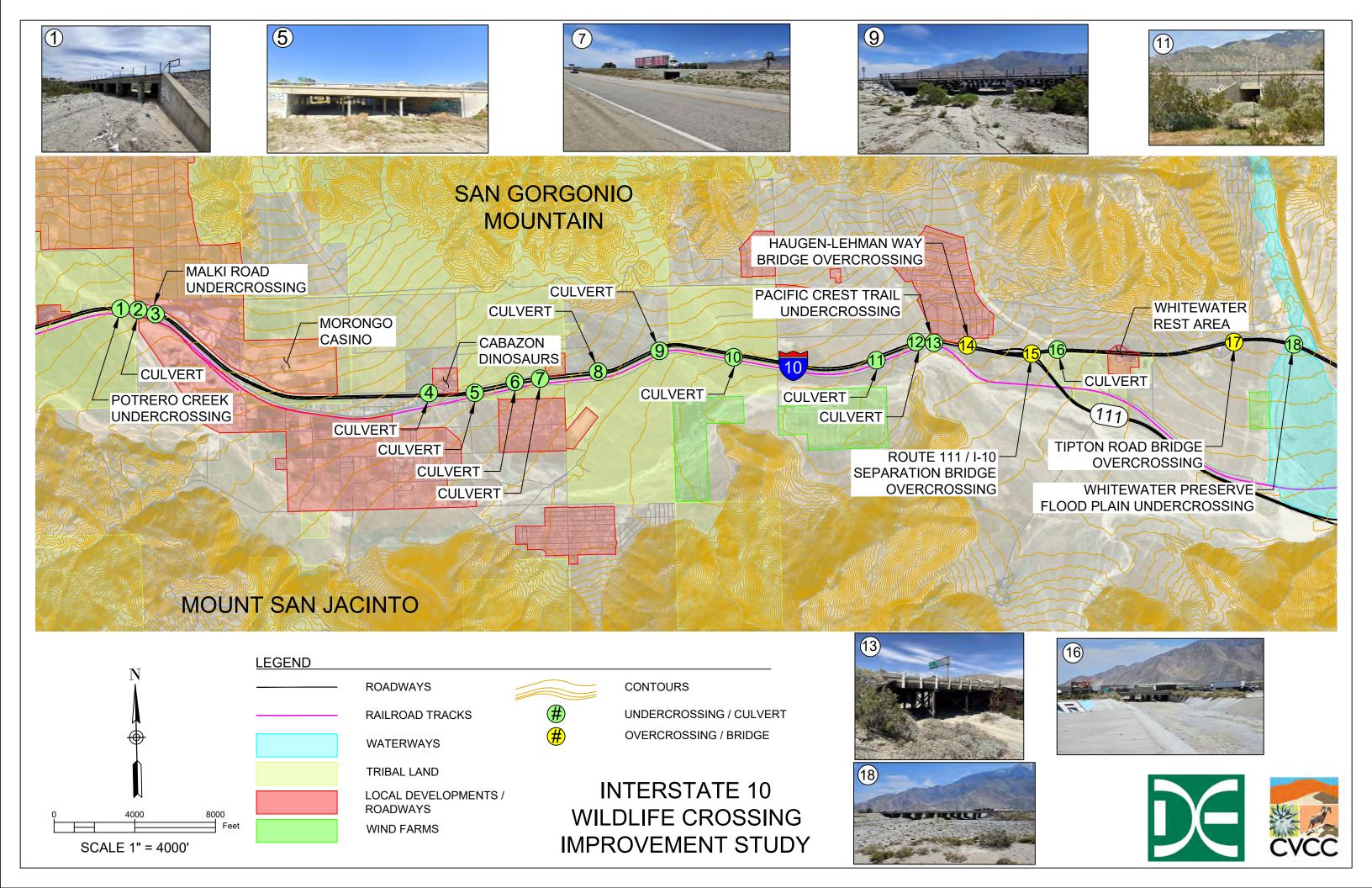
Vegetative cover, on lights, and noise mitigation berms leading to a new structure, and on the structure if an overcrossing is considered. Due to the limited soil depth, greater soil temperature variances, and reduced potential to hold water, vegetation can be difficult to grow on structures. High winds in the region can make it difficult to maintain micro-structure and could lead to wind-blown debris.

Our team of engineers will work with our biological and habitat restoration partners to devise structure design alternatives that will maximize insulated soil and water retention for plant species, while still adhering to stringent structure loading thresholds. Wind breaks attached to the structure will be implemented to effective block while also acting as a canvas for potential architectural enhancements through a combination of shape, color, and texture.

Our team's depth of knowledge regarding species' ecology, structures design, and experience designing planting plans for native species in very difficult desert biomes will give the restoration effort the greatest chance for success while minimizing wind-blown debris. The benefit is that plant growth can occur at the fastest rate possible in this environment and thus help facilitate greater use of the structure, sooner.

These five key challenges have the potential to delay the project development process by creating bottlenecks where key decisions need to be made unless there is clear communication between project stakeholders and decision makers. The new wildlife crossing locations (bridges, culverts, or a combination thereof) shall be designed to accommodate, plan to relocate, or modify the existing overhead power lines and drainage structures along the corridor. We have further developed a Project Overview Exhibit, **included on the next page**, to illustrate potential alignments, key project features, including identification of federal lands and potential structure locations. Next, we'll further elaborate on the key challenges with some of our relevant project experience along with proposed design and coordination solutions.





#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### **ENVIRONMENTAL COORDINATION WITH CVCC FOR WILDLIFE CONNECTIVITY**

We understand that recommendations for wildlife connectivity design improvements will be provided by the UC Davis team. As such, there is limited need for biological input. The Dokken team is supported by Dudek to assist in wildlife connectivity planning, permitting, habitat restoration, Coachella Valley MSHCP, and serving as a biological liaison between the CVCC team and the engineers to ensure that the UCD team's recommendations are implemented with minimal revision. The Dokken team will prepare the Preliminary Environmental Assessment Report (PEAR), working with the CVCC and engineering teams to derive the project description, purpose and need statement, description of work, risks and assumptions, document and the project schedule. The PEAR will additionally cover anticipated environmental approvals, special environmental considerations, anticipated environmental commitments, permits and approvals, PEAR technical summaries, and checklist. Our team is uniquely qualified to provide environmental support in this area for the following reasons:

- Dudek houses California's largest team of biologists and habitat restoration staff and Dokken also has in-house environmental services to help oversee Dudek's work. With Dudek, the Dokken team well understands the ecological needs for all vertebrate and all special-status invertebrate species in the project area. Habitat restoration staff have planned, designed, prepared construction plan, performed design-build restoration, and installed and monitored many hundreds of acres of habitat throughout southern California. Dudek's Transportation Ecology Practice focuses on planning and providing full biological, permitting, documentation, light/noise mitigation, and habitat restoration for wildlife connectivity projects throughout California, and is currently working on large-scale projects throughout the state, including preparing a wildlife connectivity recommendations analysis of the nearby State Route 62 for desert bighorn sheep, puma, black bear, desert tortoise and more for Caltrans.
- The collaborative Dokken team also brings extensive experience working with all relevant agencies, municipalities, water districts, and Riverside County in and around the study area. We have long-standing relationships with CVAG and CVCC and Dudek has been actively involved with the CVMSHCP and neighboring Western Riverside MSHCP (WRMSHCP) since their inception. Dudek authored the WRMSHCP and has provided consistency review services for the RCA for over 21 years. This depth of involvement means we have a comprehensive understanding of both MSHCPs, including their nuances and how regulatory agency interpret and implement them. Our team also currently holds several environmental or biological on-call contracts with Caltrans District 8 (Riverside and San Bernardino), Riverside County, RCA, Riverside County Flood and Water Conservation District, San Bernardino County, California Department of Fish and Wildlife, local cities and Tribes and more. These long-standing relationships give direct access to critical resource data and agency insights, allowing us to efficiently deliver high-quality, compliant work.





**Ecosystem Connectivity** 



### LANDSCAPE AND ARCHITECTURAL INTEGRATION WITH WILDLIFE

The creation of new biological corridors and wildlife crossings must integrate the data on wildlife movement and habitat potential (provided by CVCC) with both existing infrastructure (that can be improved) and best potential new crossing infrastructure. The Dokken team's architect has multi-decade experience in the design and implementation/construction of numerous habitat restoration projects in a diverse array of urban interface and wildland habitat types-riparian, coastal lagoon and terrestrial- including three previous wildlife crossing projects with multiple crossing strategies and structure types (underpass, viaduct, overpass and long-span stream bridges). As a team, we are experienced in urban and heavily used recreational landscapes and can develop design responses to address the potential impacts from these adjacent land uses,



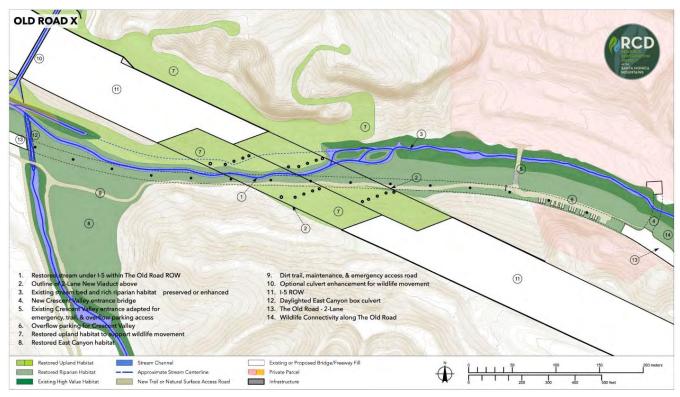
#### REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

# Interstate 10 Wildlife Crossing Improvements Feasibility Study



such as the whitewater rest area or OHV use. Our team is experienced in scaling habitats from large patches, to reduce linking and approach landscapes to micro-topography threaded habitat to allow for multiple target species to utilize connecting habitat infrastructures over time, at the pace and scale appropriate to their size, type and life-cycle habits. We do so by being expert in collaboration with ecological experts. We help our science design collaborators to turn their research and data synthesis into effective design parameters and follow those parameters closely and creatively.

The Dokken team will provide spatial topographic analysis to link the CVCC science data with the existing facilities and proposed wildlife crossing improvements. We will utilize this 3-dimensional data to connect intermediate landscape infrastructure seamlessly with elevated or below grade crossing elements, identifying appropriate gradients, and addressing sound and light impacts with site-specific topographic and vegetation forms to create unimpeded line of sight, "line of dark", "line of quiet", and line of smell. Exhibits like the one below will be developed to illustrate the various habitats proposed.



Linkage from core habitats, patches or stepping stones through strategic species-appropriate enhancements and sound/light-isolating architectural features to and from the crossings includes threading multiple micro habitats over/under the bridges, viaduct or underpass landscapes, while including the seamless function and aesthetics of the crossing barriers/facades. Our team's Connectivity Architect has decades of experience in the design and implementation/construction of numerous habitat restoration projects in a diverse array of urban interface and wildland habitat types- riparian, coastal lagoon and terrestrial-including three previous wildlife crossing projects with multiple crossing strategies and structure types (underpass, viaduct, overpass and long-span stream bridges). The Dokken team's architectural and engineering collaboration can produce innovative solutions to cater to specific needs and cost parameters, considering phased and layered crossing strategies when necessary or optimal. Working collaboratively with input from CVCC, local agencies, ecology scientists, and stakeholders, we will develop overall site planning to conduct and connect adjacent wildlife to/from existing and potential core habitats through intermediate habitat enhancement infrastructure to the I-10 right-of-way zone and crossing locations that blend with the environment and respect the indigenous history of the region to gain momentum and project support.

Depending on the targeted species, it may be important to include vegetative cover leading to the new structure, directional fencing, on light and noise mitigation berms, and similar habitat on the structure if an overcrossing. Additionally, whether an undercrossing or overcrossing, it is becoming more apparent that micro-structure is important to provide cover for smaller species, that may move through/over or even live on the structure. Due to the limited soil depth, greater soil temperature variances, and reduced potential to hold water, vegetation can be difficult to grow on structures. Also, rain and wind can make it difficult to maintain micro-structure. High winds experienced in the region (as evidenced by our previous project experiences and the multiple wind farms throughout the I-10 corridor within the project area) lead to blow sands and other wind-blown debris that could be exacerbated by including habitat on an overcrossing type passage structure. Additionally,



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



local air quality, specifically Particulate Matter 10 (PM10) emissions, issues require that Fugitive Dust Control Plans are prepared for every project with appropriate mitigation recommended to maintain compliance.

Our team of engineers and architects will work with our biological and habitat restoration partners to devise structure that will maximize insulated soil and water retention for plant species and help retain habitat on the approaches and structure, while still adhering to stringent structure loading thresholds for overcrossing type passages. The plant palette, micro-



Construction of the I-5 Wildlife Crossing in the Newhall Pass

structure, and distribution on the structure (e.g., rocks, piles of sticks) will be determined by the ultimate suite of focal species, their ecological needs, and wind-blown resistance. Likewise, the need and type of vegetation to be planted on the berms and areas leading to the structure will be determined by the species keeping in mind the high wind considerations. For example, puma would like more cover, while desert bighorn sheep would like less. Depending on the width of the structure, both may be able to be accommodated. Our team's depth of knowledge regarding species' ecology, and experience designing planting plans for native species in very difficult desert biomes will give the restoration effort the greatest chance for success.

Our habitat restoration team is

experienced with developing successful desert restoration plans that utilize appropriate species and consider micro-habitat needs of those plants. This experience gives us the knowledge to save and stockpile the top few inches of soil from the work zone to later use that as the final layer in the restoration zones, so that plant growth can occur at the fastest rate possible in this environment. This facilitates greater use of the crossing at a reduced plant establishment timeline. Our structures team

is experienced with heavy load requirements and structures design considering the strong winds along the I-10 desert region and successfully integrated structural appurtenances on overcrossing type structures that are wind resistant. The Dokken team believes a wind break will provide an opportunity to provide a canvas for potential architectural enhancements through a combination of shape, color, material, and texture. We will work quickly collaboratively with scientists, and engineers to stakeholders, develop buildable and maintainable solutions that facilitate the safe and sustainable passage of wildlife across this busy corridor, supporting the longterm health of the populations.



I-5 Wildlife Crossing in the Newhall Pass Post-Construction



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### STRUCTURES, DRAINAGE AND STORM WATER QUALITY MANAGEMENT CONSIDERATIONS

#### **Potential Structure Locations:**

### **New Overcrossing Structure Alternatives**

An overcrossing type wildlife passage structure is anticipated to span over I-10, existing UPRR tracks, and frontage roads. Our team will develop structure design alternatives that meet Caltrans and UPRR requirements. These requirements typically include that structures fully span UPRR right-of-way to accommodate future track expansion while maintaining a minimum vertical clearance of 23'-6" over existing and future track grades and utilizing construction methods that do not require cast-in-place construction over the existing tracks. Over Caltrans facilities, cost effective cast-in-place construction and placement of intermediate supports in the existing I-10 median are allowed with a minimum of 16'-6" vertical clearance over the interstate. Future UPRR track expansion and replacement of the existing Railroad Avenue bridges and associated alignment changes must be considered with each evaluated overcrossing type passage alternative.

#### **Existing Bridges as Biological Corridors**

Utilizing one of the existing bridge crossings may be feasible, dependent on target species. Terraforming the existing approach topography and implementation of directional fencing would be necessary to encourage movement through these narrow corridors. The existing Potrero Creek Caltrans and Railroad bridges are multi-span structures supported by concrete pier walls, with maximum vertical clearances of approximately 8 feet. Additional crossings adjacent to the Potrero Creek bridges have limited to adequate vertical clearance, though the Caltrans bridge has heavy vegetation and soil slopes underneath that may limit wildlife usage.



The Caltrans and Railroad Avenue (frontage road) bridge crossings adjacent to Seminole Road have approximately five feet (5-ft) of vertical clearance. During a site visit in preparation for this proposal, we noted that the frontage road bridge exhibited a buildup of soil at the piers that minimize the potential crossing width, as well as a failed exterior timber girder that needs immediate repair. The railroad bridge crossing at this location is a short single span facility that only has two feet (2-ft) of vertical clearance. The two crossings at and adjacent to the Pacific Crest Trail have adequate vertical clearance for all target species. Our site visit revealed that the trail runs below the vehicle and railroad bridges, and the

western most cell of the railroad bridge is utilized as a maintenance vehicle route to access area wind turbines and would not be suitable for wildlife.

### **Existing Culverts as Biological Corridors**

Utilizing existing culverts as one or more wildlife crossings may be feasible but are limited to smaller target species. Most of the existing culverts observed are single cell concrete boxes running under I-10, with one observed triple cell box culvert. Most of the culverts had limited vertical clearance on the order of 4-5 feet, and had limited soil cover under I-10, making for a high road noise crossing location. The adjacent frontage road vertical grade is lower than I-10, acting as low water crossings. To provide safe passage for wildlife, the frontage road would need to be raised with a culvert installed with directional fencing to avoid wildlife-vehicle collisions.

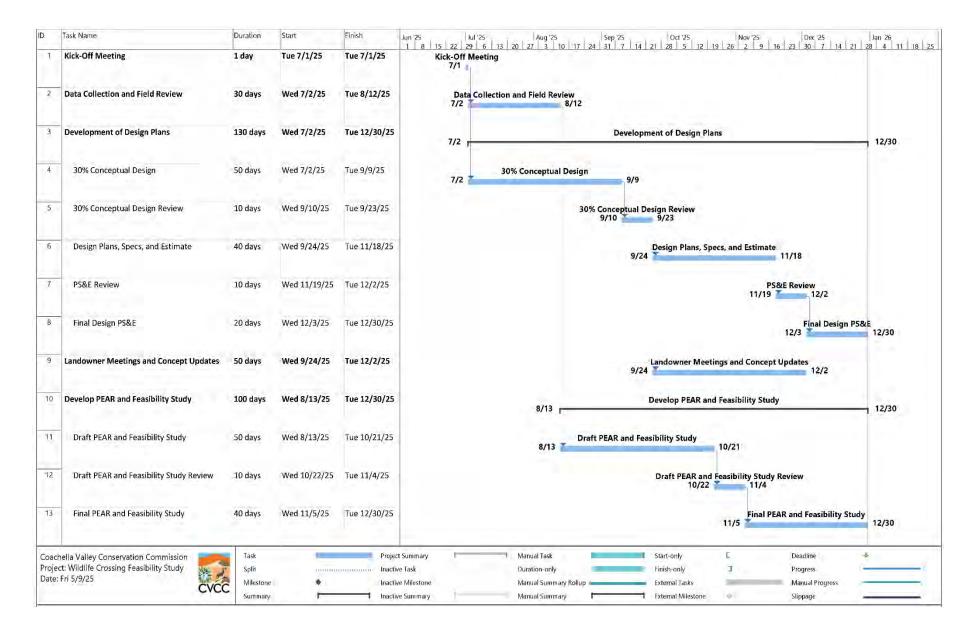


To establish a metric for determining when it's not worth trying to expand studies on a particular alternative we'll develop rubrics for evaluation with science team input on type and relative importance/weighting of evaluation criteria to achieve a prioritized list of projects or project combinations, with multiple and location-specific potential funding sources.

DOKKEN



#### **PROJECT SCHEDULE**





#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### SCOPE OF WORK

#### TASK 1 – DEVELOPMENT OF DESIGN PLANS AND SPECIFICATION OUTLINES

#### **Subtask 1.1 PDT Meetings and Team Coordination**

Dokken will organize, attend, and facilitate meetings to provide progress updates and coordination between stakeholders including CVCC, UC Davis staff, partnering organizations and technical disciplines. For each meeting, The Dokken Team will provide meeting notices, agenda, and materials, and prepare meeting minutes. At a minimum, the following meetings are anticipated for this project:

- Kickoff Meeting: Within 15 days of Notice to Proceed (NTP), Dokken will organize a kickoff meeting (likely remote
  to improve attendance, or in person as determined by CVCC) with all key personnel, design team members, agency
  and stakeholder representatives on the project.
- Project Development Team Meetings: The Project meetings will serve as the primary forum for reviewing the status
  of the project, reviewing document submittals, and identifying and resolving project design issues. Attendees are
  anticipated to include CVCC, UC Davis, Caltrans, Dokken Engineering, and consultant task leads. Throughout the
  anticipated duration of the project, through December 2025, Dokken plans to hold approximately twelve (12) bimonthly Project Development Team (PDT) Meetings.

#### **Subtask 1.2 Project Administration**

Dokken will monitor and control the progress of proposed services as follows: Setup a project accounting system; Prepare Monthly Progress Reports; Prepare a Quality Control Plan; Prepare, monitor, and adjust CPM Schedule monthly.

#### Subtask 1.3 Data Collection, Field Review, and Utility Inventory

Dokken will coordinate with CVCC and UC Davis staff to collect and review available as built data for use and reference associated with the project improvements. Dokken will create a Utility Coordination Matrix to track contact information and communication with utility companies. Our proven utility coordination process matches the state and federally approved processes and involves sending out As-Built Request Letters (a.k.a. Letter No. 1's or A-Letters) to research all existing utility infrastructure including franchise utilities. We will also consider service points of connection (i.e. recycled or potable water service for new irrigation lines; electrical service for new irrigation, lighting, and monitoring equipment; and telecommunications for cameras and connectivity) as needs are identified by the project development team.

Dokken will conduct a thorough field review of existing conditions along the proposed corridor, that consists, but is not limited to collecting the following:

- Twelve existing drainage culverts/bridges under the railroad and I-10 for potential crossing location alternatives
- All roadway features including curb lines, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways, bus pads, and sidewalk and pavement conditions
- Signing and striping, street lighting, traffic signal, handholes, manholes, power poles, and other aboveground utilities
- Existing housing tracts and local area developments that might hinder wildlife mobility
- Other field conditions that might affect a design decision

#### **Subtask 1.4 Development of Design Plans**

The Dokken Team will prepare a basis of design memo to describe the technical approach for designing all aspects of the project, including specifics related to approach and departure grades, minimum vertical clearances, anticipated vegetation and other pertinent design features with significant cost implications. Detailed design plans will be developed for:

- noise/light abatement (5 sites),
- directional fencing (~20 miles of right-of-way),
- vegetative cover/habitat restoration (5 sites),
- new crossing designs (3 locations), and
- associated improvements (i.e., jump-outs and cattle guard) or retrofits

Proposed culvert or structure cross location designs will be adequately developed to 30% concept designs to begin utility conflict identification with proposed resolutions. Conceptual design exhibits and draft basis of design memo will be submitted to CVCC for review, allowing two weeks for comments to be provided, before meeting to review comments with preliminary responses and moving forward with development of the final concept plans.



#### REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### **Subtask 1.5 Development of Specifications Outline**

The Dokken Team will prepare a detailed specifications outline to guide the construction phase of the wildlife crossing improvement project. This outline will define the technical requirements, materials, performance standards, construction methods, and environmental safeguards necessary to ensure the successful delivery of a wildlife crossing that meets ecological, safety, and regulatory objectives. A draft specifications outline will be developed and provided to CVCC for review with the draft concept exhibits, then finalized upon receipt of review comments and resubmitted with final concept plans.

<u>Task 1 Deliverables:</u> Meeting Notices, Agendas, Minutes; Monthly Progress Reports; Project Schedule with Updates; Existing Utility Base Map; Aerial and Topographic Mapping with 2-ft Contours; Field Notes and Photo Log; Draft/Final Concept Plans; Draft/Final Specifications Outline

#### TASK 2 – PRELIMINARY COST ESIMATION

#### **Subtask 2.1 Preliminary Cost Estimates By Alternative**

The Dokken Team will collaborate on identifying potential bid items and required staged construction activities, developing itemized quantities, and researching current unit costs to produce accurate engineer's estimates. The unit costs for construction items shall be based on current bids from CVCC and CVAG, our team's project archives, and Caltrans' Office Engineer data and construction cost database. These estimates, to be developed for each alternative, will account for noise and light abatement, directional fencing, vegetative cover and habitat restoration, new crossing structures, and associated improvements or retrofits such as jump-outs and cattle guards.

<u>Task 2 Deliverables:</u> Draft/Final Preliminary Cost Estimates for Each Alternative

#### TASK 3 – ATTEND MEETINGS WITH AFFECTED LANDOWNERS TO PRESENT DESIGN CONCEPTS AND RECEIVE FEEDBACK

#### Subtask 3.1 Landowner Meetings and Design Concept Exhibit Updates

The Dokken Team will coordinate diagnostic review meetings with UPRR, Caltrans, and County of Riverside to review preferred alignments and potential right-of-way impacts. Reviewed scientific data along with input collected from the PDT, CVCC, and UC Davis teams will be presented in review meetings coordinated to discuss the impacts to operations and the logistics of constructing preferred alternatives that cross railroad and freeway right of way boundaries.

<u>Task 3 Deliverables:</u> Updated Design Concept Exhibits Reflecting Landowner Feedback; Documentation of Changes Made Based on Feedback

#### TASK 4 – DRAFT/FINAL PEAR AND FEASIBILITY STUDY

#### Subtask 4.1 Draft/Final PEAR

The Dokken Team will review the findings of CVCC ecology team and coordinate with the engineering team to develop the Preliminary Environmental Analysis Report (PEAR). The PEAR will include a preliminary assessment of environmental effects that identifies baseline environmental constraints and issues (biology, cultural resources, hazardous materials, etc) that may affect the design, cost, schedule, and delivery of different alternatives and the expected level of environmental analysis that will be required for compliance with CEQA/NEPA during the Project Approval and Environmental Document (PA&ED) phase. The PEAR will be included as an attachment to the PSR Equivalent document.

The Dokken Team will also coordinate with agencies to determine if any of California's new streamlined regulatory processes ("Cutting Green Tape") could be applied to this project, which could reduce the cost and schedule for environmental documentation and permitting associated with the project. We will summarize these results along with the recommended environmental steps and the anticipated level of environmental documentation in the PEAR. It is our team's experience that these types of projects typically do not require additional traffic studies due to the purpose and need for the structure and because this is not a mitigation measure, that SERP would apply. That means that typically only biological and cultural studies would be needed. Our team has a history of coordinating with the District 8 staff regarding biological issues and wildlife connectivity projects, so could be a good CVCC partner. The team would coordinate with Caltrans District 8 to determine the level of NEPA documentation needed. Our team's extensive experience and exceptionally relevant recent experience with all of the important regional stakeholders will ensure CVCC understands the potential environmental considerations moving forward into the next phase of this wildlife crossing.



#### REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### Subtask 4.2 Draft Feasibility Study (PSR Equivalent Document)

Dokken will identify three (3) alternatives for crossing locations in the Banning Pass to be analyzed within a Feasibility Study that will be prepared to document the project background, decisions made, alternatives under consideration, and project cost. The study will also summarize the alternatives for noise/light abatement at five sites, directional fencing covering approximately 20 miles of right-of-way, vegetative cover/habitat restoration at five sites), and associated improvements such as jump-outs and cattle guards or other necessary retrofits. Preliminary Concept Exhibits for each Alternative will be used to ensure proposed designs are on the correct path towards detailed designs as related to preliminary layout of proposed curb ramps, bulb-outs, traffic signal modifications, drainage modifications, water quality treatment improvements, and potential utility conflicts. The study will include a discussion of the following items:

- Project Background
- Alternatives Considered
- Existing Facility Deficiencies
- Schedule to Deliver Project
- Constructability Concerns
- Traffic Management
- Staged Construction
- Potential Utility Conflicts
- Potential Right of Way Impacts, including Access Control
- Basis of Design Worksheet Identifying Non-Standard Design Features
- Storm Water Requirements / Construction General Permit Risk Level Assessment
- Preliminary Cost Estimate (using square footage cost factors for quantities)
- 11x17, Scaled Exhibits of Each of the Three (3) Alternatives
- Environmental Assessment / PEAR Summary
- Grant Funding Opportunities

To ensure that the geometrics and estimates are realistic, and reflect the latest industry standard of practice, we will utilize the latest version of the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, California Manual of Uniform Traffic Control Devices (CA MUTCD), and local agency standards as necessary to meet requirements.

#### **Subtask 4.3 Final Feasibility Study**

Following CVCC's review of the Draft Feasibility Study, we will prepare the Final Feasibility Study. The Final Feasibility Study will document the preferred alternative and discuss why the other alternative(s) were rejected.

Task 4 Deliverables: Draft/Final PEAR; Draft/Final Feasibility Study



## **EXHIBIT "B"**

## PRICE FORMULA

See following pages.





#### **SUBMITTED BY:**



Michael Greer, PE, TE, Project Manager 1450 Frazee Road, Suite 100 San Diego, CA 92108 (858) 514-8377 mgreer@dokkenengineering.com SUBMITTED TO:
COACHELLA VALLEY CONSERVATION
COMMISSION
Allen McMillen
Management Analyst II
procurement@cvag.org

May 12, 2025

Coachella Valley Conservation Commission Attention: Kathleen Brundige Director of Conservation 74199 El Paseo, Suite 100 Palm Desert, CA 92260

RE: Request for Proposals for Professional Engineering for Interstate 10 Wildlife Crossing Improvement Feasibility Study

Dear Ms. Brundige and Selection Committee,

#### **PRIMARY CONTACT**

Michael Greer, PE, TE Project Manager Dokken Engineering 1450 Frazee Road, Suite 100 San Diego, CA 92108

Tele: (858) 514-8377 Mobile: (858) 276-9726

E-Mail: mgreer@dokkenengineering.com

Dokken Engineering is a multi-disciplinary firm with a well-balanced team of experienced engineers in the fields of roadway, structures, drainage, traffic, electrical, environmental, utilities and right-of-way engineering. We have assembled a robust team of engineers and wildlife connectivity experts with experience on similar projects and a thorough understanding of the challenges and complexities involved with coordinating the analysis of design alternatives for these potential wildlife crossing locations. We understand that there will be multiple crossing locations proposed that traverse several communities, jurisdictional boundaries, biologically diverse environments, and have invested interest from multiple agencies and stakeholders. With improvements proposed within the Banning Pass, across the railroad tracks and Interstate 10 (I-10), both UPRR and Caltrans are key members of the stakeholder group. Additional key stakeholders include County of Riverside with nearby communities of Cabazon, Mons, and Whitewater as well as the Morongo Band of Mission Indians, who are anticipated to contribute input regarding potential biological alignments and crossing locations for several wildlife species.

To evaluate design alternatives and provide support for CVCC, we have developed a team that has a proven track record with the ability to complete alternative analysis and cost estimation accurately, effectively, and on schedule. Michael Greer, our Project Manager, recently worked with CVAG to complete the Varner Road Bypass Feasibility Study, which analyzed various alternatives of traffic improvements along a 21-mile corridor that would allow Varner Road to operate as the de facto bypass to I-10 in the event of closure incidents between Palm Drive and Golf Center Parkway. His total wealth of experience as a registered Professional Engineer (PE), Traffic Engineer (TE), and Construction Inspector, gives Mike the insight needed to deliver a variety of alternative solutions to complex project challenges including structures type selection, utility relocation impacts and alternatives, alternative alignment analysis, while incorporating constructability considerations and concerns. Leading our structures design team will be Senior Engineer Charles Tornaci, who has worked with Mike at Dokken for over fifteen years and has the necessary wildlife crossing experience, an incredible understanding of structure types, and a cost-effective approach to design to ensure proposed alternatives are feasible and constructible. Our team has recent and relevant experience developing alternative designs for wildlife crossings with members of Dokken as well as our subconsultants working on projects that have been developed from concept designs through construction. The table below lists the subconsultants we've teamed with for this project and experience they offer CVCC.

Subconsultant	Contact Person	Mailing Address	Phone Number	Email Address	Relationship	
Dudek	Brock Ortega	605 3 <sup>rd</sup> Street Encinitas, CA 92024	(760) 479-4254	bortega@dudek.com	Environmental Subconsultant	
New West Land	Clark Stevens	21060 Winfield Road Topanga, CA 90290	(310) 614-6636	clark@newwestland.com	Architectural Subconsultant	

Dokken Engineering is a prequalified vendor for CVCC and CVAG, with extensive project experience in the western portion of the Coachella Valley and ongoing projects with the Cities of Beaumont and Palm Springs, including environmental permitting, planning, as well as preliminary engineering and final design. We coordinate project alternative reviews, diagnostic meetings, and on-site field reviews with CPUC and UPRR staff and recommend engaging these stakeholders, as well as Caltrans, early in the preliminary engineering process to understand their area-specific requirements thoroughly. In addition to the adjacent projects identified in the RFP—such as expansions of the railroad and Cabazon Mine facilities, replacement of the Railroad Avenue bridges, and the I-10 Bypass—we also recognize several design constraints within the

# **DOKKEN ENGINEERING**



Transportation Solutions from Concept to Construction

corridor. These include continuous traffic on I-10, an active rail line, and persistent high-wind conditions which while great for energy production at the nearby wind turbine farms, can increase construction costs due to no work days and difficult site conditions.

We have visited the project site including each of the twelve culverts to be assessed with potential railroad and freeway crossing location considerations in mind to better understand the surroundings and constraints of each. Within our proposal we've highlighted our team's thoughts on the key project issues or concerns, our team's experience with similar issues, and the solution and benefit our team provides to CVCC. Some of the initial thoughts and considerations our team discussed when evaluating these potential I-10 and UPRR wildlife crossing locations include 1) providing continuous biological corridors that invite species to traverse areas they typically haven't gone before, 2) the likelihood of certain species (namely the Big Horned Sheep) to want to avoid undercrossings that do not offer complete line of sight and sense of security, and 3) need for the engineering team to be able to coordinate efficiently with the scientists involved in providing studies and data. Additional considerations when evaluating alternatives are the preferred structure types horizontal and vertical clearances requirements, and methods of construction by each governing regulatory agency.

Our team has the necessary expertise and available resources to support the development and production of a thorough Feasibility Study that considers various biological corridor alignments and crossing alternatives. Our previous experience in the County of Riverside and Coachella Valley region gives our team valuable insight into the environmental, geotechnical, and socio-economic considerations and constraints, as well as local design standards and preferences to be considered. We acknowledge the archaeological, biological, and cultural sensitivity of the surrounding unimproved areas, which contain valuable resources, and we are committed to working to ensure their preservation and protection. We understand the needs of our clients and have the experience, depth of resources, and available sub-consultant bench (if needed) to deliver this project initiation phase and future phases of the project for CVCC.

Our proposal details the similar services we have provided for other public agencies across the state, and **we would like to share that knowledge, experience, and dedication with you.** Our team is accustomed to delivering and managing concurrent and varied tasks to coordinate and deliver the components of a comprehensive project study report with project development support. We have a long-standing history of meeting demanding schedules with complex projects, including recently with CVAG on complex corridor scoping documents.

Dokken Engineering has a proven track record of successfully identifying and securing grant funding by aligning project goals with available opportunities. Our deep understanding of funding programs and proactive strategy enable us to consistently obtain financial support for diverse engineering projects—delivering innovative solutions that drive progress for our clients and their communities.

Dokken Engineering's mission is to provide superior service to our clients. We pride ourselves on being responsive and flexible, which results in projects being delivered on time and within budget. Thank you for the opportunity to submit this proposal, where you'll note our team aligns well to successfully deliver CVCC's project goals. If you have any questions, please contact our Project Manager, Michael Greer, PE, TE at (858) 514-8377 or <a href="mailto:mgreer@dokkenengineering.com">mgreer@dokkenengineering.com</a>. John A. Klemunes, Jr., PE our company President, is authorized to negotiate with CVCC on behalf of Dokken Engineering.

We acknowledge receipt of the Addendum dated April 21, 2025, and have included the signed addendum in the appendix.

The information and rates provided in this Statement of Qualifications (SOQ) shall remain valid for a period of not less than 180 days from the date of submittal, specifically November 12, 2025.

Dokken Engineering does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will pursue the work. The signees below attest that all information submitted with this proposal is true and correct.

Sincerely,

**DOKKEN ENGINEERING** 

Michael Greer, PE, TE Project Manager

mgreer@dokkenengineering.com

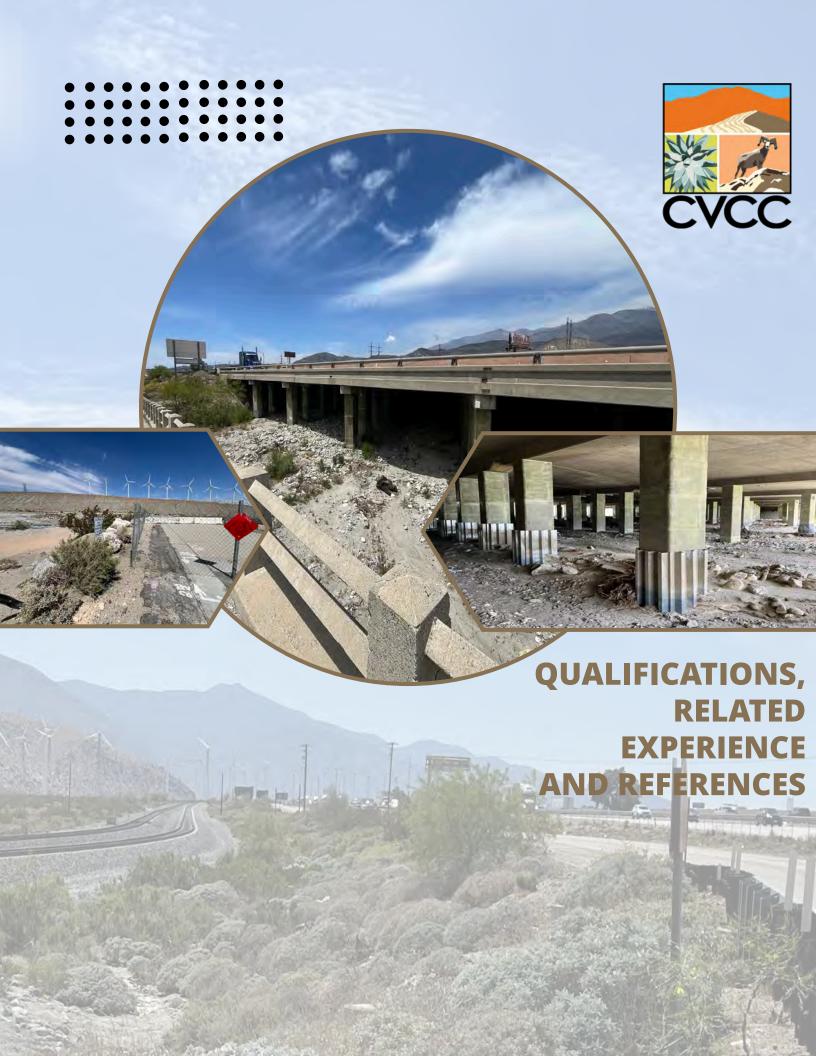
Mark Tarrall, PE Principal-in-Charge

mtarrall@dokkenengineering.com

ohn A. Klemunes, Jr. PE

President

jklemunes@dokkenengineering.com





## 2. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

#### 2.1 ABOUT DOKKEN ENGINEERING

Founded in 1986, Dokken Engineering (Dokken) is a multi-discipline, professional services firm specializing in all phases of project development and delivery, including preliminary engineering, environmental documents, feasibility studies, PSR-PDSs, PA&EDs, PS&Es, and design support during bidding and construction. During the past 39 years, we have developed an exceptional depth of experience and expertise having engineered and obtained environmental compliance and project approval on more than 3,000 infrastructure projects, including more than 2,000 federally funded projects. Dokken almost exclusively works with public agencies, including CVAG, CVWD, County of Riverside, City of Indio, City of Palm Springs, City of Palm Desert, and other cities, counties, municipal and joint agencies in Southern California.

Many of our staff have experience working previously for and directly with local agencies or resource agencies. Through this combined experience, we can better understand the circumstances of our clients' projects and meet their needs by developing the best approach and innovative solutions for project delivery. As a result of our collective experience, we save our clients valuable time and money in delivering their projects.

We employ a diverse group of over 160 civil, structural, traffic, hydraulics/ hydrology, and drainage designers, as well as environmental planners, community outreach experts, funding, and right-of-way specialists, who together provide seamless and cost-effective project delivery. Having worked on many projects that have required s similar scope of work, we understand the complexities and challenges that may occur in the delivery of the Interstate 10 Wildlife Crossing Improvements Feasibility Study project. Due to our size, and our in-house services, we can immediately provide a team of professionals to meet your project's schedule needs.

Dokken Engineering's performance is measured by our ability to successfully deliver quality infrastructure projects throughout southern California and serving a variety of public agency clients. The majority of Dokken's clients are repeat clients! This attests to our abilities and history of providing quality services, meeting schedules, and remaining within budgets. Dokken has a long, distinguished history of delivering award-winning projects that have been completed throughout California and the southern California region. No other firm has a greater record of professional civil engineering project success than Dokken Engineering. But don't take our word for it, call our references.

#### 2.2 FINANCIAL CONDITION

Dokken is a growing, financially responsible firm with the majority of our business coming from repeat clients. Dokken is financially sound and has no long-



#### **HEADQUARTERS:**

110 Blue Ravine Road, Suite 200 Folsom, CA 95630 *113 Employees* 

#### **Branch Offices:**

1450 Frazee Road, Suite 100 San Diego, CA 92108 *41 Employees* 

101 Pacifica, Suite 350 Irvine, CA 92618 1 Employee

2192 Civic Center Drive Redding, CA 96001 7 Employees

Organization Form: CA Corporation Employees in San Diego Office: 45 Year of Incorporation: 1986 Total No. of Employees: 162

#### Firm Capabilities & Expertise:

- Project Management
- Street Improvements
- Roadway/Highway Design
- Structures
- Stormwater
- Water/Sewer
- Street Lighting
- Street Lighting
- Signing/Striping
- Erosion Control
- Hydrology/Hydraulics
- Active Transportation
- Traffic Control Plans
- Grant Writing
- NEPA/CEQA
- Environmental Permits
- Right of Way Acquisition & Relocation Assistance

www.dokkenengineering.com

term debt. We promptly pay our subconsultants and vendors, evidenced by our Class 1 credit ratings with Dun & Bradstreet (DUNS #15-020-9971). For all our years in business, we have maintained insurance coverage that exceeds industry standards through reputable insurance companies with the highest A.M. Best ratings. As a California Corporation for the past 39 years, there are no planned or anticipated changes in our business organization or operations.

Dokken meets all of Caltrans' A&E Consultant Audit and Review Process requirements and successfully navigates the audit and review process with every one of our projects subject to Caltrans oversight. We have our financial statements and overhead rate voluntarily audited annually by an independent CPA to expedite the Caltrans audit process and to ensure that our financials and indirect cost rate comply with all Federal funding rules. Also, our accounting staff and independent auditors regularly attend Caltrans Audits and Investigations training sessions to ensure that we are up to date with the latest requirements. Sound financial management is a service area of excellence that we provide to CVCC and all our clients.





#### 2.3 EXPERIENCE PERFORMING SIMILAR WORK

The Dokken team offers outstanding experience and technical competence and has successfully delivered projects similar in nature to the I-10 Wildlife Crossing Improvements Feasibility Study project. The following examples highlight our ability to provide services similar in size, scope, and complexity. Together, with the technical specialties of our subconsultants, the Dokken team assures CVCC that our proven management and quality services will continue to be provided.



A civilian ecology group, the Chileno Valley Newt Brigade (CVNB), has identified a 0.8 mile stretch of Chileno Valley Road in the coastal ranchlands of Marin County where California Newt [Taricha torosa] and Red Legged Frog [Rana draytonii] crossings and mortality have been documented at a high rate. Dokken Engineering is working with the

CVNB and United States Geological Survey (USGS) in partnership with funding and support from the California Department of Fish and Wildlife to initiate a corridor enhancement project consisting of appending exiting culvert crossings and constructing new crossing structures under the existing road to reduce road-based mortality rates and maintain connectivity between upland and wetland breeding habitats for migratory newts, the California Red-Legged Frog, and other amphibians and reptiles (e.g. Arboreal Salamander [Aneides lugubrious], Pacific Tree Frog [Pseudacris regilla], Western Pond Turtle [Actinemys marmorota], Rough-skinned Newt [Taricha granulosa], and California Slender Salamander [Batrachoseps attenuates] which have been documented in the area) crossing to and from their natural habitat in the hills above Chileno Valley Road to their natural breeding grounds at the edge of Laguna Lake. The Dokken Team is providing a Feasibility Study that can be utilized to obtain future funding of engineering design, permitting, and construction that could be implemented by the Marin County Department of Public Works.

Dokken Engineering conducted a Town Hall meeting with USGS and CVNB where the project was presented to community stakeholders including property owners and representatives from Marin County Department of Transportation to receive vital feedback on concerns about project impacts and construction activities that may affect access and operations to the area dairy farms and livestock ranches. In support of the Feasibility Study, the Dokken Team prepared a Preliminary Environmental Assessment to provide a complete scoping of environmental concerns, impacts, constraints, level of environmental documents and extent of technical studies and landowner/local agency involvement required.

Dokken's Right-of-Way team prepared a Preliminary Right-of-Way Assessment utilizing available GIS parcel data to prepare an exhibit identifying approximate property limits, temporary and permanent easement requirements and impact costs. A Preliminary Geotechnical Evaluation was prepared to detail geological conditions in the proposed area of improvements to identify geotechnical constraints that may impact potential development. Dokken Engineering is currently working with USGS to develop four alternative design concepts to mitigate crossing mortality rates along the 0.8 mile long corridor utilizing a multitude of different crossing configurations. The results of the alternatives analysis will be summarized along with the environmental, right-of-way, and geotechnical assessments in the Feasibility Study to address the probable success

# CHILENO VALLEY NEWT PASSAGE PROJECT

Marin County, CA

#### CHENT:

Chileno Valley Newt Bridgade c/o Marin Link P.O. Box 1103 Inverness, CA 94937

#### REFERENCE:

Jerry Meral, PhD (415) 717-8420 jerrymeral@gmail.com

#### SCOPE OF SERVICES:

- **Cost Estimates**
- **Agency Coordination**
- **Preliminary Environmental** Assessment
- Preliminary Right-of-Way Assessment
- **Preliminary Geotechnical** Assessment
- **Engineering Alternatives Analysis**
- **Feasibility Study**

#### **PROJECT PERSONNEL:**

Charles Tornaci



rate (efficacy) of reducing road mortality, identify landowner, utility, and local agency impacts (including drainage and vehicular road safety), required level of environmental documentation, preliminary cost estimates for environmental studies, design, constructions costs, and local agency support for each alternative.







the United States In partnership with Geological Survey Western (USGS) Ecological Research Center, Dokken Engineering provided engineering evaluation, concept exhibits and renderings, and cost estimates in support of research conducted to assess the permeability of new passage designs for amphibians and other small animal species which are at high risk

for mortality due to impacts from vehicular roads within their habitat. Dokken worked closely with USGS biologists in consultation with Caltrans to develop concepts elevated road segment (ERS) road passage systems, utilizing ecological research to best determine crossing spacings, opening heights, solid barrier fencing and turnaround barriers, overhang lips, and open tops to enhance the permeability of small wildlife over wide stretches of roadway as an alternative to below grade tunnels that may require significant grading and drainage improvements and project footprint to make passage entrances accessible. Concepts were developed for elevated short span bridges and culverts with natural ground bottoms consistent with surrounding habitat and reticulated steel grate open tops to safely support vehicular and bicycle traffic while providing an open environment to allow the passages to be wetted during rain events when many migratory amphibians make large scale movements between breeding and upland habitats to encourage movement through the Dokken Engineering provided a concept evaluation report crossings. summarizing the key design elements for ERS passage concepts, documenting project approval components, design, construction and maintenance considerations, and comparative costs. Dokken Engineering's work was published by the Nevada Department of Transportation within the USGS report "Research to Inform Passage Spacing for Migratory Amphibians and to Evaluate Efficacy and Designs for Open Elevated Road Segment (ERS) Passages" in 2022.

RESEARCH FOR PASSAGE
SPACING FOR MIGRATORY
AMPHIBIANS AND
EVALUATION FOR OPEN
ELEVATED ROAD
SEGMENT PASSAGES
United States

#### CLIENT:

United States Geological Survey Western Ecological Research Center 4165 Spruance Road, Suite 200 San Diego, CA 92101

#### REFERENCE:

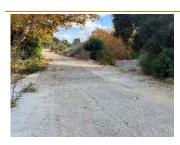
Cheryl Brehme (619)225-6427 cbrehme@usgs.gov

#### **SCOPE OF SERVICES:**

- Cost Estimates
- Agency Coordination
- Engineering Alternatives Analysis
- Concept Exhibits and Renderings
- Evaluation Report

#### **PROJECT PERSONNEL:**

Charles Tornaci



Dokken prepared a Feasibility Study for CVAG to evaluate alternatives that would allow Varner Road to operate as the de facto bypass to I-10 during closure incidents. This project will support the future phases of project approval, design, and identification of grant funding opportunities. The 21-mile segment along Varner Road that was evaluated began at

Palm Drive on the west end and terminated at Avenue 42 on the east end. In total there were 16 Study Intersections evaluated for potential safety related capacity improvements at signalized intersections.

Dokken coordinated with traffic analysis and ITS engineers to evaluate existing and proposed future traffic volumes to identify proposed improvements that would improve operations at key intersections during times of increased traffic due to adjacent system (namely I-10) closure events. We evaluated pre and post Storm Hilary closure event traffic patterns as well as predicted potential future traffic patterns based on closure event locations. Through development of this feasibility study, our team and project manager gained valuable knowledge into I-10 traffic patterns and likely closure scenarios. We coordinated with the CV Sync engineering team to locate traffic equipment at study intersections in ideal locations considering future corridor widening plans. In doing so, we evaluated utility, right of way, and potential environmental impacts associated with proposed improvements and developed cost estimates to assist with planning.

# VARNER ROAD BYPASS FEASIBILITY STUDY

Coachella Valley, CA

#### CLIENT:

CVAG

74-199 El Paseo, Suite 100 Palm Desert, CA 92260

#### REFERENCE:

Mark Lancaster (760) 346-1127 MLancaster@cvag.org

#### **SCOPE OF SERVICES:**

- Feasibility Study
- Alternative Analysis

#### **PROJECT PERSONNEL:**

- Michael Greer
- Justin Thornber
- Jena Addenbrooke







Dudek served as a prime consultant for the Caltrans Morongo Basin SR-62 Wildlife Movement and Habitat Connectivity project. Dudek's work on the California State Route 62/Morongo Basin Wildlife Movement Study and Recommendations Report helped Caltrans District 8 identify specific tactics to reduce Wildlife/Vehicle Collisions of large, important,

or rare species.

Dudek used camera, track, and roadkill data along with light and noise studies and site-specific evaluations to identify key areas, issues, and solutions for future remediation purposes where needed. The team performed road mortality studies, animal sign studies, and a year and a half of wildlife camera photo and video collection at and near existing waterway-crossing structures. The team evaluated appropriate measures to reduce or eliminate road mortality, including the design of two wildlife overpasses and improvements to existing structures. The team also evaluated noise and light indirect effects on wildlife use and proposed several measures to reduce these effects. This was augmented by UAS (drone) overflights and obtained video and still imagery of wildlife trails and focal species (i.e., desert bighorn sheep, mule deer, and mountain lion) within the flight viewshed. The 2021 recommendation report was immediately used to begin securing funding and resulted in multiple presentations at International Conference on Ecology and Transportation and the Wildlife Society Western Section conferences.

Dokken provided preliminary engineering, environmental services, final PS&E and construction support for the new grade separation and roadway crossing Union Pacific Railroad, Highway 111 (SR-111) and Hammond Road in the Community of Mecca. We continued to support the County of Riverside through construction by providing design support and visiting the site numerous times to ensure staged construction plans could be implemented without issue.



The new bypass in Caltrans District 8 begins approximately 1,500 feet west of Grapefruit Boulevard at SR-111 and extends south, connecting to a realigned Lincoln Street. The road then extends further to the east over the UPRR, existing SR-111, and Hammond Road, connecting to the intersection of Avenue 66 and Dale Kiler Road. This complex bypass and structure design consists of approximately 1.2 miles of two-lane roadway and an 800-ft long bridge with sufficient width to allow an ultimate four-lane roadway cross section in the future. The project also realigned Lincoln Street to a westerly ramp, containing a signalized intersection, and connecting to Grapefruit Boulevard/SR-111. Our team provided utility conflict resolution and right of way engineering support to help minimize impacts to existing utilities and adjacent properties. This critical \$38M project completed construction in Spring 2022.

# STATE ROUTE 62 WILDLIFE CONNECTIVITY STUDY

Morongo Basin, CA

#### **CLIENT:**

Caltrans District 8 464 W 4<sup>th</sup> Street San Bernardino, CA 92401

#### REFERENCE:

Reyna Baeza-Oregel (949) 279-9367 reyna.baeza-oregel@dot.ca.gov

#### **SCOPE OF SERVICES:**

- Wildlife Movement & Habitat Connectivity Assessment
- Steering Committee Support
- Multi-Agency Coordination
- Data Analysis and Report

#### **PROJECT PERSONNEL:**

Brock Ortega

# AVENUE 66 GRADE SEPARATION

Mecca, CA

#### **CLIENT:**

County of Riverside 4080 Lemon Street Riverside, CA 925001

#### REFERENCE:

John Ashlock (951) 955-1511 jashlock@rivco.org

#### SCOPE OF SERVICES:

- Feasibility Study with Design Alternative Analysis
- Draft/Final PS&E
- Construction Support

#### **PROJECT PERSONNEL:**

- Michael Greer, PE, TE
- Charles Tornaci, PE
- Kris Kofoed, PE



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### 2.4 EXPERIENCE WITH JURISDICTIONAL GOVERNMENT AGENCIES AND PRIVATE ENTITIES

Over the past 39 years, Dokken has provided Feasibility Studies, PSRs, and PRs, Environmental Support, Plan/Calc Reviews, PS&Es, and Construction Support on nearly 70 projects within the Inland Empire, Coachella Valley, & surrounding areas. The following table highlights some of our project experience with the various agencies that may have jurisdiction over the approval of the work specified in the RFP.

AGENCY	PROJECT			
	Avenue 66 Realignment			
	I-95/Avenue 66 Interchange			
	Grapefruit Blvd/Ave 62 Traffic Signal & Railroad Crossing Improvements			
	Grapefruit Blvd/SR-111 & 4 <sup>th</sup> Street Pedestrian and Roadway Improvement Project			
	I-215/Scott Road Interchange			
	Market Street Bridge Replacement			
	Rice Road and Leon Road Bridge at Salt Creek Channel			
	I-15/Limonite Interchange			
	Route 91 Widening			
RIVERSIDE COUNTY	Seminole Drive Extension			
RIVERSIDE COUNTY	Temescal Canyon Road Realignment			
	Temescal Canyon Road Widening			
	Thousand Palms Canyon Road Widening			
	Van Buren Boulevard Bridge Replacements			
	I-10/Portola Avenue Interchange			
	Airport Boulevard Bridge Replacement over Whitewater River			
	Capella Street Reconstruction			
	El Nido Avenue Phase II Sidewalk Project – CEQA Environmental Services			
	Skyview Road Pedestrian Bridge – Biological & Cultural Resources			
	Thermal & Oasis Communities Active Transportation Improvements			
	Varner Road Feasibility Study			
CVAG	CV Sync Phase 3			
	CV Link Mecca North Shore Extension Project			

While we understand that submittals will not be specifically reviewed by Caltrans for this PSR-PDS development process, there will be proposed improvements within Caltrans right-of-way that will ultimately gain approvals through the encroachment permit process. Pending funding sources, there will likely be involvement from Caltrans during the preparation of final project approvals and environmental documentation. Ultimately, Caltrans will review and approve the proposed improvements within their right-of-way at such locations including proposed crossings of Interstate 10 and SR 111.

Our staff works regularly with State and Federal agencies to obtain concurrence with the most innovative concepts and cost-effective solutions. Since approximately 90% of our projects involve Caltrans coordination, we have established relationships with staff in Caltrans Districts 1, 2, 3, 5, 6, 8, 9, 10, 11 and 59. Dokken has delivered **over 70 projects in Caltrans District 8,** including PSR-PDS documents, Project Reports, and other project scoping documents in the PID and PA&ED phases of design. We are actively involved in numerous projects that require Caltrans approval and/or their involvement. Our services on these projects include initial feasibility studies, Project Study Reports (PSR, PSR-PDS), Project Reports (PSR/PR, PR), environmental documents, Encroachment Permits, Modified Access Reports (MAR), Concept Approval Reports (CAR)/Roundabout Non-Conforming Features Reports, Storm Water Data Reports (SWDR) and preparation of final design documents (PS&E) for bid.

We also regularly work with County of Riverside functional groups from planning through construction. We have established strong working relationships with County staff and have an intimate knowledge and understanding of the processes, procedures, and expectations for project delivery. Internally, we have collected and utilized numerous project delivery directives/checklists so our staff can accurately complete every report, obtain approvals and achieve the major milestones without numerous iterations. We are also well-versed in expected review schedules so we can provide deliverables with the proper lead times. As a result of this experience, our team can hit the ground running without the need for extensive training.

#### **Experience with Federal & State Requirements**

Every Dokken Engineering project requires coordination and compliance with State and Federal regulations. Our team has extensive experience working with Caltrans, Federal Highway Administration, and Federal and State Resource Agencies. Our team understands the Caltrans and FHWA project development process and has obtained invaluable insight into the local agency side of project funding, programming, authorization paperwork, and Federal regulations that apply to local agency project delivery with Caltrans local assistance oversight. We will use these skills and knowledge (from the delivery of over



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



3,000 projects, including more than 2,500 federally funded projects) to ensure projects are successfully delivered and compliant with oversight agency requirements.

Because Dokken is focused on transportation projects in California and routinely performs federally funded work, our accounting procedures and calculated overhead rates completely conform to California and Federal requirements. We are routinely audited by Caltrans for conformance with these requirements and our overhead is very established and steady. We maintain a financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. We will certify that all costs included in the contract are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 and that the fee proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31. Our demonstrated financial responsibilities, and familiarity with federal cost principles, are some of our strengths.

In addition to our understanding of the Caltrans process, John Klemunes, our President, is a former FHWA employee and has applied his federal experience in developing project delivery and funding solutions to assist clients in the timely completion of their projects. John has prepared and guided the preparation of numerous funding applications for local agencies through Caltrans Local Assistance and has been able to secure these funds to deliver their projects. John has successfully delivered projects with Federal Funds and understands the requirements to deliver a project on time and within budget.

All projects with even minimal federal funding must follow federal processes. Therefore, to obtain project approval for funding and develop Plans, Specifications, and construction cost Estimate (PS&E) the project must follow standard Caltrans and FHWA requirements. This includes compliance with the NEPA. Caltrans will be the NEPA lead agency (delegated from FHWA) for this project and the County will be the CEQA lead agency. Dokken in-house environmental staff has extensive experience with both NEPA and CEQA policies and procedures. We are prepared to address project impacts by including reasonable avoidance and minimization solutions early in the project design phase.

The flow chart to the right demonstrates our understanding of the Caltrans Local Assistance Process and the paperwork required when federal funds are involved. There is a specific process that Caltrans requires each agency to follow. Since our team has a proven track record of project delivery, we intimately know the steps in this process, from when exhibits need to be submitted to when FHWA holds all additional funding requests to close out their fiscal year. Through our years of experience, our team has developed several lessons learned, which has made us successful in delivering projects with federal funds.

- Engage local assistance for concurrence with the strategy to ensure they concur when the CON Request for Authorization (RFA) is submitted.
- Have Right of Way (ROW) RFA reviewed by the District BEFORE the NEPA CE is signed. This streamlines the approval process by meeting with the District near the end of the Environmental process to make sure they understand the project and the ROW needs.
- Have CON RFA reviewed by District BEFORE PS&E and ROW Certs are submitted. This step includes meeting with the District near the end of design to ensure they understand the project.
- Prepare the utility paperwork in Caltrans format and meet early with CT District Local Assistant utility coordinator. These sound simple, but when these steps are skipped, projects will drag on or change course severely which will further delay the project.

# FEDERAL AUTHORIZATION (E-76) FOR PE PROJECT DEVELOPMENT • EXHIBIT 6A PES FORM • EXHIBIT 7B FIELD REVIEW FEDERAL AUTHORIZATION (E-76) FOR R/W • EXHIBIT 13B R/W CERTIFICATION • EXHIBIT 14D NOTICE TO OWNER • EXHIBIT 14E REPORT OF INVESTIGATION • EXHIBIT 14F UTILITY AGREEMENT FEDERAL AUTHORIZATION (E-76) FOR CONSTRUCTION ADVERTISE, AWARD, CONSTRUCT PROJECT

#### **Various Grant Funding and Financing Programs Experience**

Dokken's experienced staff members, many of whom are former public agency employees, provide the creative financial strategies needed to assist our clients in meeting their transportation needs and goals. These strategies range from phasing project delivery and aligning costs with available revenue, to identifying and pursuing new and creative revenue sources. We are experienced in a variety of funding mechanisms, including traditional federal, state and local funding sources, as well as revenue bonds, impact fees and grants.





Our engineers have an impressive history in assisting local agencies with funding acquisition through state and federal programs, such as FHWA Grant Programs, STIP programs, HBP, SB1, and other local funding programs. Dokken's experienced staff members offer the following funding support services:

**Research and Grant Narratives** – We can illustrate the need for the project. For example, a Class I bike path; an improved interchange; analyze traffic or demographic data, and then organize the data to make a compelling case for the necessity of the project.

**Engineering Estimates** – Dokken's engineers can produce accurate construction cost estimates so that funders will scrutinize to ensure the project's readiness and deliverability.

**Environmental Services** – Dokken's environmental staff can consult on the level of environmental documentation necessary, provide a list of potential species, make a case for aesthetics, and/or prepare a preliminary habitat restoration strategy that further enhances the grant narrative.

**Design** – Our engineers and graphics team can create renderings, illustrative maps, and exhibits that help grant review committees visualize projects.

**Right of Way Estimates** – Our right of way team can produce estimates on necessary permanent acquisitions or temporary easements that are, at times, grant requirements or necessary figures to acquire the next phase of funding.



#### HIGHWAY SAFETY IMPROVEMENT **PROGRAM** 0 Program of STATE HIGHWAY 8 SAFETY MPROVEMENT PROJECTS Program of LOCAL HIGHWAY SAFETY MPROVEMENT PROJECTS RAILROAD-HIGHWAY GRADE CROSSING PROGRAM

#### **Application Assistance**

Many of the federal programs have specific timelines based upon available funds. An example is the Highway Safety Improvement Program (HSIP) and the Active Transportation Program (ATP). The application is due for the HSIP program usually in late Spring and the ATP applications are due late Summer of every year. The Call for Project notifications is usually in the Spring of every year. It should also be noted that the ATP projects can be funded either by the State or the Federal program. Other funds such as CMAQ are usually from a County Call for projects program.

We will work with CVAG to determine your needs, type of projects and expected results. This allows us to determine which current program to apply for funds. We have been very successful in obtaining funds for local agencies such as Palm Springs, Palm Desert, Rancho Mirage, San Diego, Vista, Menifee, Modesto, Chico, Elk Grove, El Dorado County, Town of Apple Valley, Norwalk, Downey, Signal Hill, and Seal Beach. Our approach is to determine the fundability of the project using the Application matrix such as the Benefit to Cost ratio. If this ratio is high compared to previous projects approval, then we would recommend moving forward with the application process. If not, then we will search for other funding opportunities.

What sets our Dokken team apart from the others is our ten-key approach. Our ten-key approach to grant writing involves: thorough research on potential funders, clearly defining the problem and need, establishing specific and measurable goals, outlining a detailed methodology, creating a realistic budget, demonstrating community impact, highlighting your organization's expertise, tailoring your proposal to each funder, meticulously proofreading, and actively following up after submission; ensuring your proposal aligns with the funder's priorities while effectively communicating your project's value and feasibility. Since we are engineers and not just Grant Writers, we understand the complexity of merging the project description to the application and developing concept plans. We prepare all the required documents in-house such as accident type and locations maps, labeled concept plans of proposed improvements, develop realistic cost estimate, assess traffic data, and prepare the application. This approach allows input from CVCC without placing a burden on agency resources to prepare the required documentation. Finally, we will contact Caltrans Local Assistance to notify them that we are submitting an application and briefly discuss the merit of the project. Caltrans Local Assistance will commonly provide valuable feedback on the draft application that we will incorporate into the final submittal.





#### **Successful Grant Projects**

In this challenging and competitive economic environment, Dokken provides the guidance, experience and creativity needed to identify, program, allocate and obligate funds, allowing critical projects to get built. The following list of projects are examples of Dokken's work in strategizing, preparing, and obtaining funding and/or grants for public agency projects:

I-805 at Palm Ave, City of San Diego, CA — Dokken prepared the 2023 Bridge Investment Program grant application from the Infrastructure Investment and Jobs Act (IIJA) for this I-805 at Palm Avenue interchange in San Diego. The City has been awarded a \$24M to fund significant upgrades to the bridge structure, including new carpool lanes, expanded left-turn lanes, improved pedestrian and bicycle access, and overall seismic resiliency improvements. This was the largest grant from this year's cycle awarded to the State of California.



- SR99 − 20<sup>th</sup> Street Pedestrian/Bicycle Overcrossing, City of Chico, CA Dokken prepared the 2019 ATP Small Urban and Rural Component Cycle 4 grant application for the City of Chico to request construction funding for this project. The City was awarded funding under this grant in January 2019 worth a total of \$12.3M.
- San Pablo Ave, City of Palm Desert, CA Dokken prepared the 2018 Active Transportation Program (ATP) grant application for the City of Palm Desert. The City received \$3.2M from the Riverside County Transportation Commission for the construction of Phase 2 of the project.
- ➡ El Dorado Trail Project, El Dorado County, CA Dokken prepared the 2017 Congestion Mitigation and Air Quality Program (CMAQ) grant application for the El Dorado Class 1 Trail Project. The City was awarded \$1M for construction of these improvements.



- → Ray Lawyer Dr. Park & Ride Lot at US 50, El Dorado County Transit Authority, County of El Dorado, CA Dokken prepared the 2017 Congestion Mitigation and Air Quality Program (CMAQ) grant application for the Ray Lawyer Drive Park and Ride Lot. The City was awarded \$722K for the construction of these improvements.
- → City of Modesto TIGER Grant Application for SR 132 Phase 1 In 2017, Dokken prepared a TIGER Grant application for the City of Modesto. This was a national grant program open to all states. The City was awarded \$9M under this funding grant, which was the only project in the State of California that was awarded funding under this grant cycle.
- Paseo Santa Fe Streetscape, City of Vista, CA Dokken provided grant writing assistance to the City of Vista to secure project funding through the California's Proposition One Water Quality Grant in 2017. The City received \$2.8M for the construction of Phase 2 of Paseo Santa Fe.
- → Yucca Loma Road Class I Path Project, Town of Apple Valley, CA Dokken prepared the 2014 Safe Routes to School Grant Application via Cycle 1 of the Active Transportation Grant application process. The Town was awarded \$2M for the construction of these safe routes to school improvements.



#### 2.5 REFERENCES

#### **MARK LANCASTER**

Assistant Director of Transportation
Coachella Valley Assn. of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
(760) 346-1127
mlancaster@cvag.org

#### **JOHN ASHLOCK**

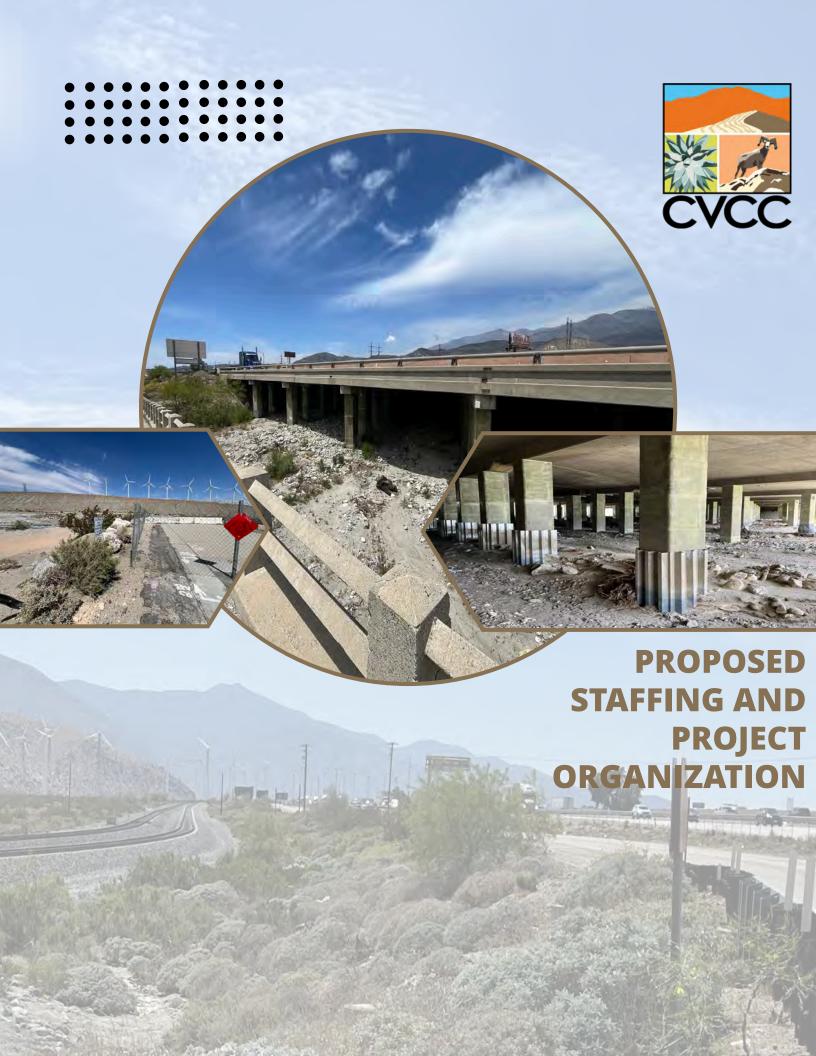
Senior Civil Engineer County of Riverside 4080 Lemon Street Riverside, CA 925001 (951) 955-1511 jashlock@rivco.org

#### **CHERYL BREHME**

#### **Biologist**

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## 3. PROPOSED STAFFING AND PROJECT ORGANIZATION

#### **3.1 PROJECT PERSONNEL**

To meet the CVCC's needs for this project, we have organized a team that has a proven track record and availability to deliver the project. The team is put together to give CVCC the maximum flexibility possible to meet all of the contract's needs. The following table summarizes the education, experience, and applicable professional credentials of our proposed personnel.

,				
PROJECT PERSONNEL ROLE	YEARS EXP.	EDUCATION/LICENSES	EXPERTISE	
KEY STAFF				
Michael Greer, PE. TE Project Manager	17 yrs	<ul> <li>2008, BS Civil Engineering, San Diego State University</li> <li>CA Civil Engineer, #79080</li> </ul>	<ul><li> Project Management</li><li> Active Transportation</li><li> Complete Streets</li></ul>	
Charles Tornaci, PE Project Engineer   Structures	25 yrs	<ul> <li>1999, BS Mechanical Engineering, Cal Poly San Luis Obispo</li> <li>CA Civil Engineer, #66058</li> </ul>	<ul><li>Bridge/Structures Design</li><li>Wildlife Crossings</li><li>Planning Studies</li></ul>	
Justin Thornber, PE Roadway	15 yrs	<ul> <li>2010, BS Civil Engineering, San Diego State University</li> <li>CA Civil Engineer, #88901</li> </ul>	<ul><li>Complete Streets</li><li>Active Transportation</li><li>Construction Support</li></ul>	
Ashley Orsaba-Finders, PE, QSD/P Drainage/Water Quality	18 yrs	<ul> <li>2012, MBA, Drexel University</li> <li>2007, BS Civil Engineering, CSU Sacramento</li> <li>CA Civil Engineer, #77894</li> <li>CA QSD/P, #21380</li> </ul>	<ul><li>Water Resources</li><li>Hydraulics/Hydrology</li><li>Drainage Design</li></ul>	
Chris Aguirre Grant Funding	19 yrs	<ul> <li>2005, MS Community &amp; Regional Development, UC Davis</li> <li>2001, BA Ethnic Studies CSU Sacramento</li> </ul>	<ul><li> Grant Funding</li><li> Public Outreach</li><li> Active Transportation</li></ul>	
Brock Ortega Environmental	34 yrs	<ul> <li>1991, BS Wildlife Biology and Management, Humboldt State University</li> <li>USFWS Federal 10a Survey Permit</li> </ul>	<ul> <li>Mitigation Monitoring</li> <li>Wildlife Biology and Management</li> <li>Ecological Assessment</li> </ul>	
Clark Stevens Architecture/Master Planning	40 yrs	<ul> <li>1989, M.Arch with Distinction, Harvard University</li> <li>1985, BS Architecture, University of Michigan College of Architecture and Urban Design</li> <li>CA Architect, #24913</li> </ul>	<ul> <li>Landscape &amp;         Architectural Design and         Planning</li> <li>Biodiversity and Habitat         Connectivity</li> </ul>	
SUPPORT STAFF				
Mark Tarrall, PE Principal-in-Charge	26 yrs	<ul> <li>1997, MS Civil Engineering, Georgia Tech</li> <li>1996, BS Civil Engineering, Virginia Tech</li> <li>CA Civil Engineer, #71953</li> </ul>	<ul><li> Project Management</li><li> Project Delivery</li><li> Quality Control</li></ul>	
Kris Kofoed, PE Roadway	17 yrs	<ul> <li>2007, BS Civil Engineering, Cal Poly San Luis Obispo</li> <li>CA Civil Engineer, #76736</li> </ul>	<ul><li>Roadway Design</li><li>Project Phasing</li><li>Construction Staging</li></ul>	
Andrew Romero, EIT Roadway	9 yrs	<ul> <li>2014, BS Civil &amp; Environmental Engineering, Cal State Fullerton</li> <li>CA Engineer in Training, #155594</li> </ul>	<ul><li>Roadway Design</li><li>Complete Streets</li><li>Active Transportation</li></ul>	





PROJECT PERSONNEL ROLE	YEARS EXP.	EDUCATION/LICENSES	EXPERTISE	
Jeremy Nottnagel, PE Structures	9 yrs	<ul> <li>2022, MS Civil Engineering, CSU Sacramento</li> <li>2017, BS Civil Engineering, CSU Sacramento</li> <li>CA Civil Engineer, #93270</li> </ul>	<ul><li>Bridge Design</li><li>Seismic Retrofit</li><li>Pedestrian Bridges</li></ul>	
Gabriel Hoxmeier, PE Structures	14 yrs	<ul> <li>2011, MS Civil Engineering, Oregon State University</li> <li>2010, BS Civil Engineering, Oregon State University</li> <li>CA Civil Engineer, #93700</li> </ul>	<ul><li>Bridge Design</li><li>Retaining Wall Design</li><li>Overhead Sign Structures</li></ul>	
<b>Zach Liptak</b> Environmental	13 yrs	<ul> <li>2014, BS Environmental Science, CSU Sacramento</li> <li>FHWA Traffic Noise Model</li> <li>Institute of Noise Control Engineers</li> </ul>	<ul><li>CEQA/NEPA</li><li>Noise &amp; Air</li><li>Environmental Construction Support</li></ul>	
Daniel Lierly, PE, QSD Drainage/Water Quality	12 yrs	<ul> <li>2012, BS Civil Engineering, Cal Poly San Luis Obispo</li> <li>CA Civil Engineer, #C89563</li> <li>CA QSD, #89563</li> </ul>	<ul><li>Hydrology</li><li>Grading &amp; Drainage</li><li>Water Quality</li></ul>	
Jena Addenbrooke, PE Utility Coordination	17 yrs	<ul> <li>2008, BS Civil Engineering, San Diego State University</li> <li>CA Civil Engineer, #82544</li> </ul>	<ul><li> Utility Coordination</li><li> Utility Design</li><li> Stakeholder Coordination</li></ul>	
Matthew Bruno Utility Coordination	7 yrs	• 2018, BS Civil Engineering, San Diego State University	<ul><li>Utility Coordination</li><li>Roadway Design</li><li>ADA Compliance</li></ul>	
Jason Andrews, SR/WA Right of Way	17 yrs	<ul> <li>2003, BS Crimanl Justice, CSU Sacramento</li> <li>CA Licensed Real Estate Salesperson, #01722818</li> </ul>	<ul><li>Negotiations</li><li>Acquisitions</li><li>Eminent Domain Law</li></ul>	
Vanessa Cothran, SR/WA Right of Way	18 yrs	<ul> <li>2011, BA Sociology, CSU Sacramento</li> <li>CA Licensed Real Estate Salesperson, #01788740</li> </ul>	<ul><li>Acquisitions and Relocation</li><li>Negotiations</li><li>Relocation Assistance</li></ul>	
Clara Woodie, PhD Environmental	8 yrs	<ul> <li>2024, PhD Evolution, Ecology, and Organismal Biology, UC Riverside</li> <li>2016, BS Biology, UC Los Angeles</li> </ul>	<ul> <li>Statistical and Mathematical Modeling of Spatial Ecological Dynamics</li> </ul>	
Britney Schultz Environmental	18 yrs	<ul> <li>2007, BS Botany, Humboldt State         University         USFWS Survey Permit         CDFW Plant Voucher Collecting Permit     </li> </ul>	<ul><li>Biological Assessments</li><li>Rare Plant Surveys</li><li>Wildlife Surveys</li></ul>	
Lisa Battiato, CEG Geotechnical	29 yrs	<ul> <li>BS Geology, UC Riverside</li> <li>CA Certified Engineering Geologist, #2316</li> <li>CA Professional Geologist, #7512</li> </ul>	<ul><li>Geotechnical Engineering</li><li>Investigations &amp; Assessments</li></ul>	
Andrew Shoashekan, PE Geotechnical	10 yrs	<ul><li>BS Civil Engineering, Cal State Long Beach</li><li>CA Civil Engineer, #93940</li></ul>	<ul><li>Geotechnical Engineering</li><li>Investigations</li><li>Foundation Inspection</li></ul>	





#### 3.2 SUMMARIZED KEY STAFF RESUMES

## Mike Greer, PE, TE

#### **PROJECT MANAGER**

Mr. Michael (Mike) Greer has 17 years of experience in the management and design of roadways, roundabouts, pedestrian / bicycle facilities, and complete streets in accordance with City, County, Caltrans, and AASHTO standards. He also works on traffic signals, lighting design, and other electrical infrastructure giving him the unique ability to foresee various potential issues related to traffic design. He routinely works on active transportation and intersection improvement projects, including time spent in the field as an inspector, providing him the opportunity to gain valuable knowledge about construction equipment, practices, and techniques. Mike and his team have provided alternative analysis on dozens of projects, and they know what it takes to determine the feasibility and constructability of improvements in various settings.

#### **Relevant Project Experience:**

- San Pablo Avenue Corridor Improvements, Palm Desert, CA
- Varner Road Feasibility Study (Multiple Stakeholder Corridor), CVAG, CA
- Pentz Road Corridor (West Side Pathway and East Side Widening), Town of Paradise, CA
- Indian Canyon Drive Bridge Over UPRR and Roadway Widening with Sewer Main, Palm Springs, CA

### **Charles Tornaci, PE**

#### PROJECT ENGINEER | STRUCTURES

Mr. Chalres Tornaci is Dokken's San Diego structures team leader, both overseeing and performing the structural analysis and design efforts for bridge projects in Southern California. With over 25 years of experience on structural transportation projects, he is very familiar with Caltrans Local Assistance and Division of Structures standards and practices, specializing in innovative and cost-effective design solutions. He has been involved in a wide range of projects involving planning, design, construction, and seismic retrofits of vehicular and pedestrian bridges, retaining walls, and bike trails.

#### **Relevant Project Experience:**

- Chileno Valley Road Newt Crossing, Marin County, CA
- Research for Passage Spacing for Migratory Amphibians and Evaluation for Open Elevated Road Segment Passages, United States
- Vista Canyon Bridge and Road Improvements Project, Santa Clarita, CA

# **Justin Thornber, PE**

#### **ROADWAY**

**Mr. Justin Thornber** has 15 years of demonstrated experience in civil and multi-use pathway design excellence specifically on-site development plans, construction plans, restoration plans, and grading and erosion control plans. Mr. Thornber is proficient using AutoCAD Civil 3D, Microstation Inroads, HydroCAD, ArcMAP, Flowmaster, Bluebeam, and Projectwise.

#### **Relevant Project Experience:**

- San Pablo Avenue Corridor Improvements, Palm Desert, CA
- Varner Road Feasibility Study (Multiple Stakeholder Corridor), CVAG, CA
- McFadden Avenue Protected Bike Lane and Bicycle Boulevard, Santa Ana, CA
- 4<sup>th</sup> Street Safety Improvements, Eureka, CA





# **Ashley Orsaba-Finders, PE, QSD/P**

#### DRAINAGE/WATER QUALITY

Ms. Ashley Orsaba-Finders has over 18 years of experience in project management, civil engineering, site development, environmental engineering, municipal engineering, planning, and GIS analysis. She is experienced in design, hydraulic modeling, planning, drafting and design of civil engineering projects including roadways, water resources, utility design, site design, and pump stations.



#### **Relevant Project Experience:**

- Avenue 66 Grade Separation, Mecca, CA
- Avenue 66 Water Transmission Main, Phase 1A & 1B, Riverside County
- Bear Valley Bridge over the Mojave River, Riverside County, CA

# **Chris Aguirre**

#### **GRANT FUNDING**

Mr. Chris Aguirre is a skilled community engagement professional with a record of success managing large, diverse projects in complex environments. Highly experienced and proficient in public engagement and outreach, he has a unique ability to relate and connect with a wide spectrum of populations. Through his 19 years of experience Chris is able to bridge internal and external objectives and align constituencies inside and outside an organization in pursuit of mutual benefit.

#### **Relevant Project Experience:**

- Menifee Professional Grant Funding/Writing Services 2022 RAISE Grant, Menifee, CA
- Dog Bar Road over Bear River Bridge Replacement, Nevada County, CA
- 4<sup>th</sup> Street Safety Improvements, Eureka, CA

# **Brock Ortega (Dudek)**

#### **ENVIRONMENTAL**

**Mr. Brock Ortega** has more than 34 years of experience as a wildlife ecologist and project manager/project director. Mr. Ortega brings extensive expertise and a knowledge-based and commonsense approach to his project teams in many areas, including wildlife connectivity, mitigation monitoring, permitting issues related to threatened or endangered species, wildlife biology and management, ecological assessment, environmental impact assessment and mitigation, habitat remediation, endangered species management plan authorship, and project management.

#### **Relevant Project Experience:**

- State Route 62 Wildlife Connectivity Study, Riverside and San Bernardino Counties, CA
- Improving Light and Soundscapes for Wildlife Use of Highway Crossing Structures, Temecula, CA
- Mid-Century Parkway, Riverside County Integrated Project, Riverside County, CA

# **Clark Stevens, Architect (New West Land Company)**

#### ARCHITECTURE/MASTER PLANNING

Mr. Clark P. Stevens, Architect is a conservationist and architect for culturally and ecologically critical places. He is both the Principal of New West Land Company, Inc which he created in 1998, and Director of Resource Design for the Resource Conservation District of the Santa Monica Mountains (RCDSMM), having served also as its Executive Officer from 2009 to 2024, directing a staff of conservation biologists and environmental designers there along with his architectural and planning staff at NWLCo. Over the last 25 years, he designed conservation-based inhabitation and restoration plans in nine western States, three Hawaiian Islands and two provinces of Italy.

#### **Relevant Project Experience:**

- Interstate 5 Newhall Pass Wildlife Passage Project, Los Angeles County, CA
- I-101 Liberty Canyon Wildlife Passage Project Phase 1, Agoura Hills/LA County, CA
- I-101 Liberty Canyon Wildlife Overpass, Agoura Hills/LA County, CA





#### 3.3 KEY PERSONNEL AND SUBCONTRACT WORK

The Dokken team is fully capable of handling the workload and has the ability to staff the I-10 Wildlife Crossing Improvements Feasibility Study project. We have a stellar performance record and are proud of our reputation of being responsive and proactively solving project challenges. To meet CVCC's needs for this project, we have organized a team that has a proven track record and availability to deliver the project. The following chart provides the availability of the key staff.

NAME ROLE	YEARS W/FIRM	CURRENT LOCATION	CURRENT ASSIGNMENTS	COMMITMENT TIME	AVAILABILITY
Michael Greer, PE. TE Project Manager	17 yrs	San Diego	<ul> <li>Varner Road Feasibility Study (Draft submitted, Preparing Final Document)</li> <li>CV Link Mecca North Shore Extension Project</li> <li>Indian Canyon Drive over UPRR CON Support</li> </ul>	15% 15% 10%	60%
Charles Tornaci, PE Project Engineer   Structures	25 yrs	San Diego	<ul> <li>CV Link Mecca North Shore Extension Project</li> <li>Split Rock Avenue Bridge</li> <li>Vista Canyon Bridge</li> <li>Binney Junction UPRR Floodgate</li> </ul>	10% 10% 10% 15%	55%
Justin Thornber, PE Roadway	7 yrs	San Diego	<ul> <li>EDCTA Bus Parking Lot Improvements</li> <li>Circulation Improvement Program, Phase IV</li> <li>Sierra Highway Bridges over Santa Clara River</li> </ul>	25% 15% 10%	50%
Ashley Orsaba-Finders, PE, QSD/P Drainage/Water Quality	7 yrs	Folsom	<ul> <li>CVWD Valley View Trunk Sewer</li> <li>Bear Creek Levee Repairs</li> <li>Other Projects</li> </ul>	15% 15% 40%	30%
Chris Aguirre Grant Funding	6 yrs	Folsom	<ul> <li>Cedar Lane Safe Routes to School</li> <li>JPA SE Connector Segment D2</li> <li>Truxel Bridge Concept Feasibility</li> </ul>	25% 20% 15%	40%
Brock Ortega Environmental 33 yrs		Encinitas	<ul> <li>I-8 Wildlife Connectivity Project</li> <li>Caltrans</li> <li>I-5 Siskiyou Wildlife Connectivity Project</li> </ul>	20% 25% 20%	35%
Clark Stevens Architecture/Master Planning  20 yrs  Topanga		Topanga	<ul> <li>Various Planning &amp; Design for RCDSMM</li> <li>Land Planning Hawaii, Custom Residential Design, Idaho and California</li> </ul>	75% 10%	15%

#### **Subcontract Work**

To supplement our in-house resources, we use trusted subconsultants that we have established working relationships with and who have experience in the required project technical areas. For this project, we have included the following subconsultants with expertise in environmental, architecture/master planning, and geotechnical:

#### **DUDEK**

#### **Role:** Environmental

Dudek is an environmental, planning, and engineering consulting firm founded in 1980. With offices nationwide their experts deliver projects that help clients address challenges related to infrastructure, planning, and the environment, to drive project progress and create lasting results. Their knowledge and experience with the diverse natural resources of California is vital to the success of our environmental practice.

#### **GEOCON, INC.**

#### Role: Geotechnical

Geocon, a California-based engineering consulting firm founded in 1971, offers comprehensive geotechnical, geologic, construction inspection, and environmental services, including in-house laboratory testing and environmental remediation contracting. With six strategically located offices in Southern California and a team of over 300 experienced professionals, Geocon efficiently handles projects of all sizes.

#### **NEW WEST LAND COMPANY, INC.**

#### Role: Architecture/Master Planning

New West Land Company, Inc. (NWLCo) was founded in California and Montana by architect, land planner, and resource conservationist Clark Stevens in 2006 to provide integrated, conservation-based design and planning services in ecologically and culturally critical landscapes. NWLCo designs place-appropriate strategies for conservation purchases, inhabitation and restoration, integrating habitation and habitat.





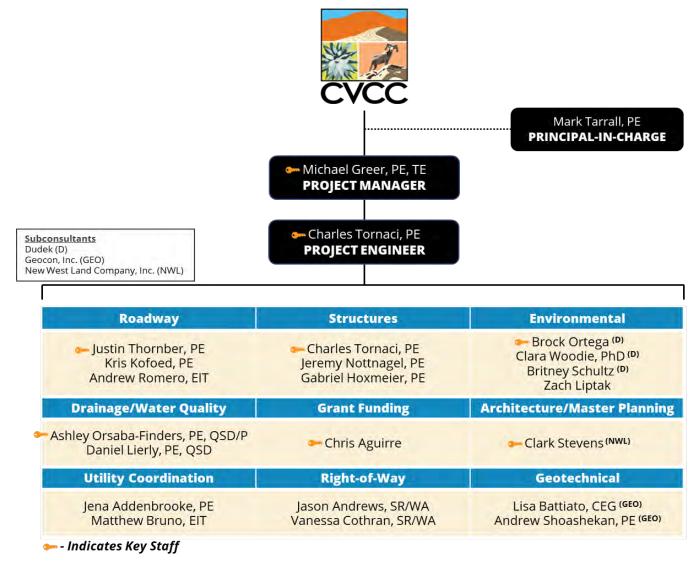
#### 3.4 PROJECT ORGANIZATIONAL CHART

Leading our team and coordinating our team's resources is Project Manager, Michael Greer, PE, TE. Michael brings 17 years of experience in providing civil engineering services for public agency projects. His time-sensitive approach to managing projects has resulted in expedited project completion, the quick restoration of traffic flow, and adherence to project budgets, schedules, and goals. Michael will be directly responsible for project management and the coordination of all technical work to make sure that project issues and action items are addressed.

"Michael and his team have been awesome to work with, both during design development and construction. They have impressed management with Project Report writing and development of PS&E packages for construction. They take initiative, are responsive and tackle all challenges timely and efficiently."

- Caren Coonrod, Design Chief, Caltrans District 1

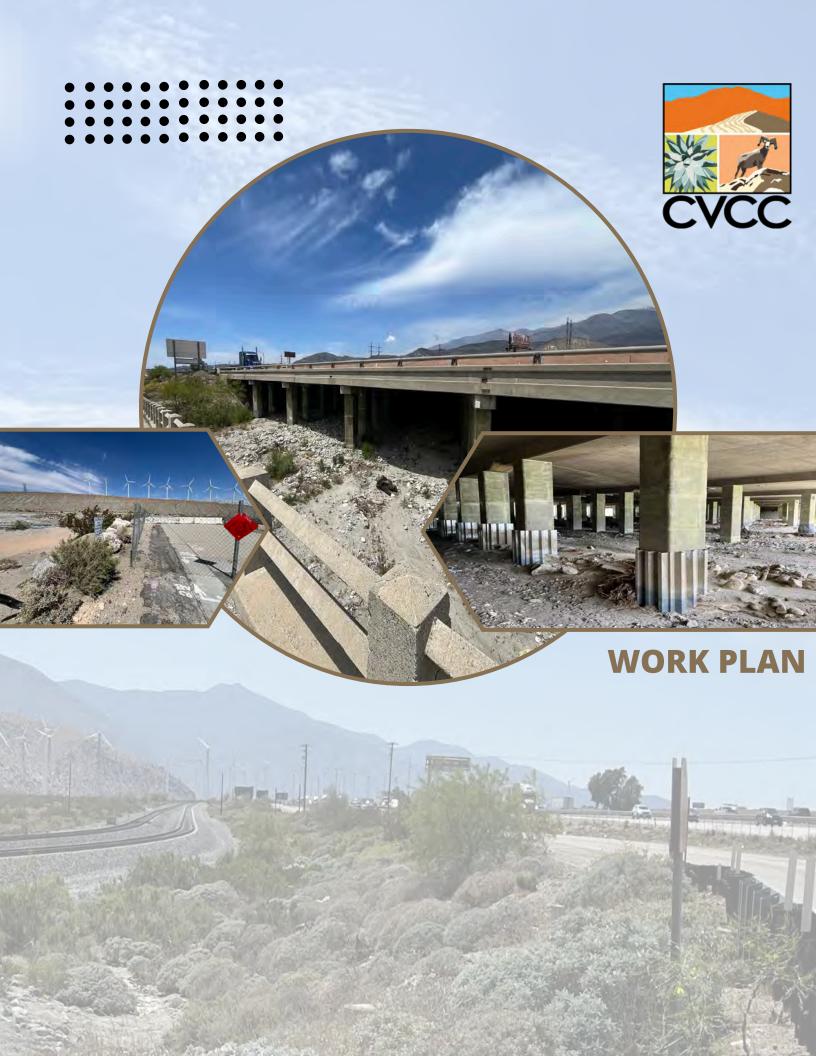
Dokken has assembled a highly qualified team to deliver the I-10 Wildlife Crossing Improvements Feasibility Study project. The following organization chart visually represents the structure of our proposed team and relationship between our Project Manager, key staff, and support staff.



#### **3.5 KEY PERSONNEL STATEMENT**

The Dokken team's key personnel shall be available to the extent proposed for the duration of the project. No person designated as "key" to the project shall be removed or replaced without the prior written consent of CVCC.







#### 4. WORK PLAN

#### **PROJECT UNDERSTANDING**

We understand that CVCC is seeking a well-qualified team to provide professional engineering services for the development of a Feasibility Study for an Interstate 10 (I-10) Wildlife Crossing Improvement as described in the RFP and illustrated on the RFP Attachment A: Project Location Map. The proposed study will focus on the twelve (12) existing culverts and bridges along I-10 and Highway 111, analyzing how they could potentially operate as biological corridors. As such, our team will provide CVCC with the necessary wildlife connectivity and biological expertise to develop this phase of the project.

We understand the investigation area to be approximately 40 square miles with a westerly boundary near the Banning Municipal Airport and the easterly boundary near the Whitewater River as it crosses I-10. We have thoroughly read the RFP, researched available planning and construction documents, visited the project site, and collaborated as a preliminary design group to identify the following key project challenges as summarized in this table then further elaborated on below.

#### **CVCC CHALLENGE**

#### **DOKKEN SOLUTIONS**

#### **BENEFIT TO CVCC**

#### **Multi-Stakeholder Coordination Efforts**

The alignments of the potential biological corridors and ultimate wildlife crossing locations require input from multiple stakeholders and property owners to find the best fit. The project team will need to obtain input from various property owners and community groups to ensure all voices are heard in the design process. Understanding the needs of each stakeholder and listening to their concerns will help ensure the finished product is acceptable to all.

We will establish the project coordination list to include all stakeholders with whom CVCC would like to obtain input, including community and area development groups, as well as conservancy groups and adjacent property owners. We will leverage our extensive knowledge of these agencies and groups and relationships. Establishing open lines of communication early helps build trust and ensures all parties know where to go to provide input on potential issues. We will organize focus meetings as requested to provide input on the latest project developments and alternatives.

Our proactive approach to communication with stakeholders using easy-to-read, large-scale exhibits will enable our team to resolve questions in a timely manner and minimize miscommunication regarding project goals and proposed improvements. We have well established relationships with many of the key project stakeholders, including UPRR, Caltrans, and the County of Riverside. Our structures, R/W, and environmental engineers and environmental partners work with these agencies regularly.

#### **Potential Right of Way and Utility Impacts**

Wildlife crossings in this area have the potential to create utility conflicts with existing infrastructure and other facilities. Overhead electrical and buried high-pressure gas along I-10 have existed for years. Fiber optic will soon be added. To minimize impacts to existing private property features requires effective communication with utility and property owners to ensure cooperation throughout the planning, design, bidding and construction processes.

Our proactive planning, mapping, and communication relevant to conflict resolution ensures that improvements minimize impacts. We create clear exhibits to depict potential impacts to property owners. We will leverage experience gained through partner experiences on the US-101/Monterey and SR-62 projects related to situating structures over/under existing UPRR and transmission infrastructure. Our designers collaborate regularly to avoid conflicts where possible and design around existing infrastructure where practicable.

Our team provides utility and right of way coordination services consistent with federally approved processes on all projects to ensure there are no delays prior to or in construction. We have extensive experience coordinating design alternatives that protect existing utilities. Our environmental partner has direct experience coordinating UPRR and Caltrans reviews on similar projects, thus we understand their concerns and will coordinate potential impacts with CVCC and stakeholders early.

#### Structures, Drainage and Storm Water Quality Management Considerations

Potential overcrossing locations will be evaluated as part of the preliminary engineering phase of design. Coordinating new overcrossings with the railroad is complex, at best. Modifying existing crossings must consider the topography of the area, which can Our team of civil and structural engineers have developed concept alternatives and cost analyses for various structure types and uses of bridges and culverts for local agencies, Caltrans, and UPRR. We can quickly develop concepts and cost estimates to accurately evaluate the best designs for each scenario, including

The Dokken team's previous and ongoing experience working with local agencies, UPRR, Caltrans, and ecology scientists allows for informed direct collaboration and a thorough understanding of permitting agency requirements and needs for wildlife movement.



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### **CVCC CHALLENGE**

significantly impact not only wildlife permeability, but also water flow and runoff patterns, potentially leading to increased erosion, sedimentation, and the risk of localized flooding. Effective management of stormwater is essential to mitigate risks and ensure long-term corridor stability.

#### **DOKKEN SOLUTIONS**

alternate structure crossing and span lengths, or alternative footing designs considering geotechnical considerations. Our structures and drainage designers will work closely with CVCC scientists to identify cost-effective solutions that maintain existing drainage patterns while meeting requirements for water quality treatment and wildlife permeability.

#### **BENEFIT TO CVCC**

We have a proven track record of developing cost-effective solutions to challenging structures projects. With clear communication and open collaboration, our team excels at identifying structures and drainage design options that minimize impacts to existing infrastructure and gain timely agency approvals.

#### Landscape and Architectural Integration with Wildlife

The addition of biological corridors and wildlife crossings within this already built-up environment must integrate the data on wildlife movement and habitat potential (provided by CVCC) with existing and potential new crossing infrastructure. Overall aesthetics of improvements should represent the desert region and indigenous population while maintaining valuable resources as well as emergency access and connectivity.

The Dokken team will provide spatial topographic analysis to link the CVCC science data with the existing facilities and proposed wildlife crossing improvements. Working together with CVCC with stakeholder input, we will develop overall site planning to conduct and connect adjacent wildlife to/from existing and potential core habitats through intermediate habitat enhancement infrastructure that blends with the environment and respects the indigenous history of the region.

Our team's recent experience working together with local agencies, ecology scientists, and area stakeholders to enhance wildlife permeability while reducing mortality rates will streamline the alternatives process to meet the project schedule. Working collaboratively with stakeholder input provides a sense of 'ownership' which increases community support for these wildlife connectivity improvements.

#### **Incorporating Habitat Restoration and Wind Considerations**

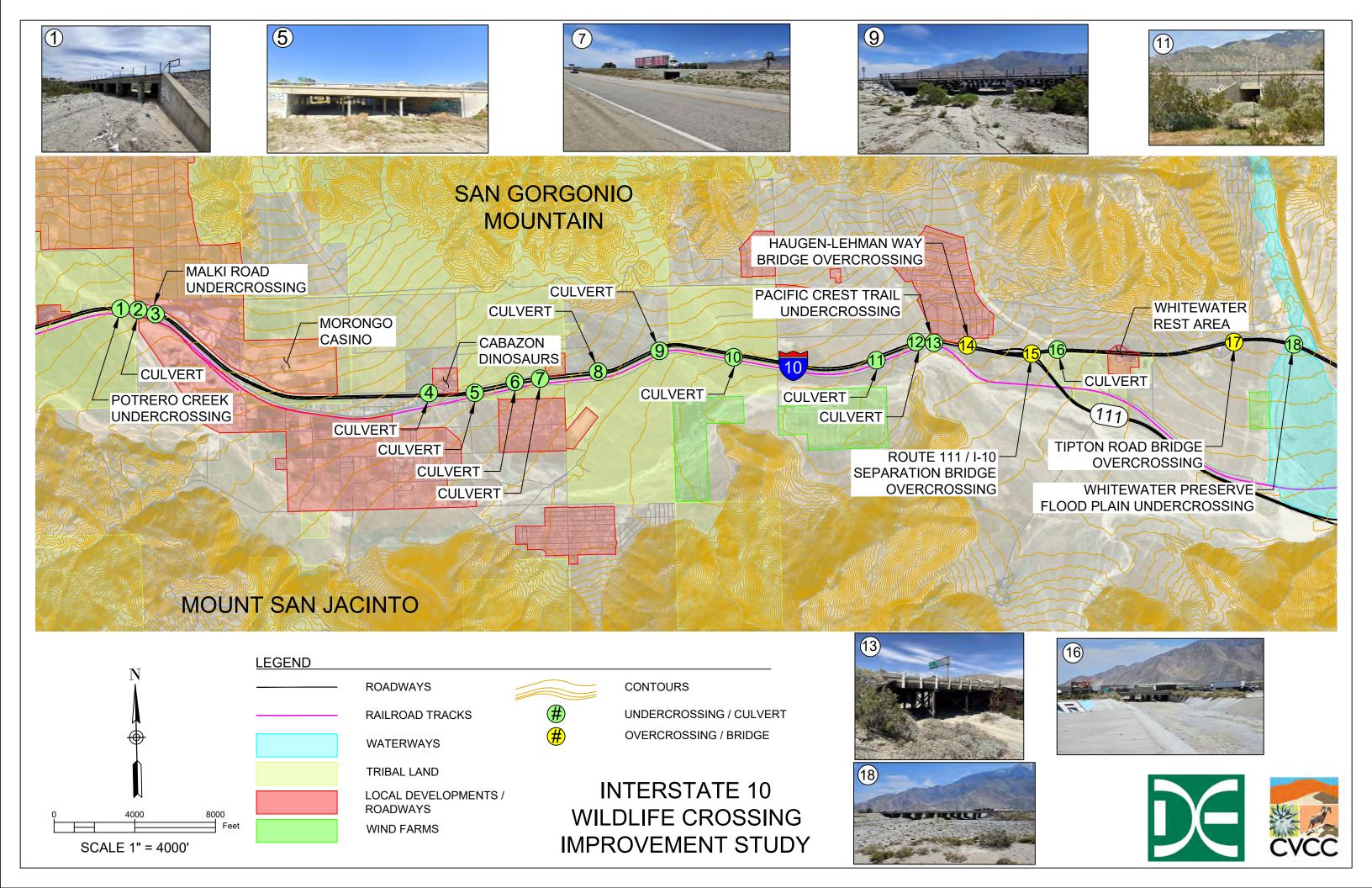
Vegetative cover, on lights, and noise mitigation berms leading to a new structure, and on the structure if an overcrossing is considered. Due to the limited soil depth, greater soil temperature variances, and reduced potential to hold water, vegetation can be difficult to grow on structures. High winds in the region can make it difficult to maintain micro-structure and could lead to wind-blown debris.

Our team of engineers will work with our biological and habitat restoration partners to devise structure design alternatives that will maximize insulated soil and water retention for plant species, while still adhering to stringent structure loading thresholds. Wind breaks attached to the structure will be implemented to effective block while also acting as a canvas for potential architectural enhancements through a combination of shape, color, and texture.

Our team's depth of knowledge regarding species' ecology, structures design, and experience designing planting plans for native species in very difficult desert biomes will give the restoration effort the greatest chance for success while minimizing wind-blown debris. The benefit is that plant growth can occur at the fastest rate possible in this environment and thus help facilitate greater use of the structure, sooner.

These five key challenges have the potential to delay the project development process by creating bottlenecks where key decisions need to be made unless there is clear communication between project stakeholders and decision makers. The new wildlife crossing locations (bridges, culverts, or a combination thereof) shall be designed to accommodate, plan to relocate, or modify the existing overhead power lines and drainage structures along the corridor. We have further developed a Project Overview Exhibit, **included on the next page**, to illustrate potential alignments, key project features, including identification of federal lands and potential structure locations. Next, we'll further elaborate on the key challenges with some of our relevant project experience along with proposed design and coordination solutions.







#### **ENVIRONMENTAL COORDINATION WITH CVCC FOR WILDLIFE CONNECTIVITY**

We understand that recommendations for wildlife connectivity design improvements will be provided by the UC Davis team. As such, there is limited need for biological input. The Dokken team is supported by Dudek to assist in wildlife connectivity planning, permitting, habitat restoration, Coachella Valley MSHCP, and serving as a biological liaison between the CVCC team and the engineers to ensure that the UCD team's recommendations are implemented with minimal revision. The Dokken team will prepare the Preliminary Environmental Assessment Report (PEAR), working with the CVCC and engineering teams to derive the project description, purpose and need statement, description of work, risks and assumptions, document and the project schedule. The PEAR will additionally cover anticipated environmental approvals, special environmental considerations, anticipated environmental commitments, permits and approvals, PEAR technical summaries, and checklist. Our team is uniquely qualified to provide environmental support in this area for the following reasons:

- Dudek houses California's largest team of biologists and habitat restoration staff and Dokken also has in-house environmental services to help oversee Dudek's work. With Dudek, the Dokken team well understands the ecological needs for all vertebrate and all special-status invertebrate species in the project area. Habitat restoration staff have planned, designed, prepared construction plan, performed design-build restoration, and installed and monitored many hundreds of acres of habitat throughout southern California. Dudek's Transportation Ecology Practice focuses on planning and providing full biological, permitting, documentation, light/noise mitigation, and habitat restoration for wildlife connectivity projects throughout California, and is currently working on large-scale projects throughout the state, including preparing a wildlife connectivity recommendations analysis of the nearby State Route 62 for desert bighorn sheep, puma, black bear, desert tortoise and more for Caltrans.
- The collaborative Dokken team also brings extensive experience working with all relevant agencies, municipalities, water districts, and Riverside County in and around the study area. We have long-standing relationships with CVAG and CVCC and Dudek has been actively involved with the CVMSHCP and neighboring Western Riverside MSHCP (WRMSHCP) since their inception. Dudek authored the WRMSHCP and has provided consistency review services for the RCA for over 21 years. This depth of involvement means we have a comprehensive understanding of both MSHCPs, including their nuances and how regulatory agency interpret and implement them. Our team also currently holds several environmental or biological on-call contracts with Caltrans District 8 (Riverside and San Bernardino), Riverside County, RCA, Riverside County Flood and Water Conservation District, San Bernardino County, California Department of Fish and Wildlife, local cities and Tribes and more. These long-standing relationships give direct access to critical resource data and agency insights, allowing us to efficiently deliver high-quality, compliant work.





**Ecosystem Connectivity** 



#### LANDSCAPE AND ARCHITECTURAL INTEGRATION WITH WILDLIFE

The creation of new biological corridors and wildlife crossings must integrate the data on wildlife movement and habitat potential (provided by CVCC) with both existing infrastructure (that can be improved) and best potential new crossing infrastructure. The Dokken team's architect has multi-decade experience in the design and implementation/construction of numerous habitat restoration projects in a diverse array of urban interface and wildland habitat types-riparian, coastal lagoon and terrestrial- including three previous wildlife crossing projects with multiple crossing strategies and structure types (underpass, viaduct, overpass and long-span stream bridges). As a team, we are experienced in urban and heavily used recreational landscapes and can develop design responses to address the potential impacts from these adjacent land uses,

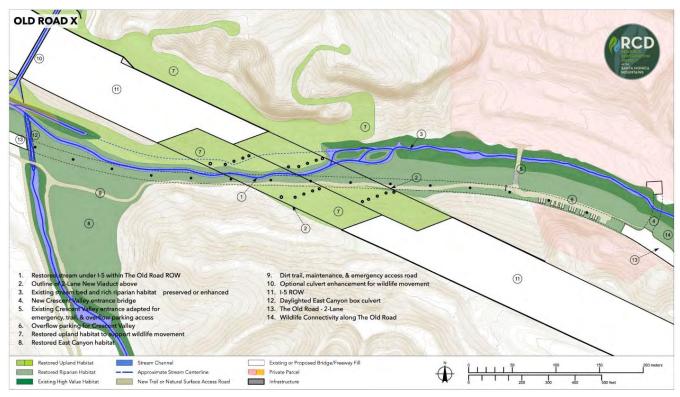


# Interstate 10 Wildlife Crossing Improvements Feasibility Study



such as the whitewater rest area or OHV use. Our team is experienced in scaling habitats from large patches, to reduce linking and approach landscapes to micro-topography threaded habitat to allow for multiple target species to utilize connecting habitat infrastructures over time, at the pace and scale appropriate to their size, type and life-cycle habits. We do so by being expert in collaboration with ecological experts. We help our science design collaborators to turn their research and data synthesis into effective design parameters and follow those parameters closely and creatively.

The Dokken team will provide spatial topographic analysis to link the CVCC science data with the existing facilities and proposed wildlife crossing improvements. We will utilize this 3-dimensional data to connect intermediate landscape infrastructure seamlessly with elevated or below grade crossing elements, identifying appropriate gradients, and addressing sound and light impacts with site-specific topographic and vegetation forms to create unimpeded line of sight, "line of dark", "line of quiet", and line of smell. Exhibits like the one below will be developed to illustrate the various habitats proposed.



Linkage from core habitats, patches or stepping stones through strategic species-appropriate enhancements and sound/light-isolating architectural features to and from the crossings includes threading multiple micro habitats over/under the bridges, viaduct or underpass landscapes, while including the seamless function and aesthetics of the crossing barriers/facades. Our team's Connectivity Architect has decades of experience in the design and implementation/construction of numerous habitat restoration projects in a diverse array of urban interface and wildland habitat types- riparian, coastal lagoon and terrestrial-including three previous wildlife crossing projects with multiple crossing strategies and structure types (underpass, viaduct, overpass and long-span stream bridges). The Dokken team's architectural and engineering collaboration can produce innovative solutions to cater to specific needs and cost parameters, considering phased and layered crossing strategies when necessary or optimal. Working collaboratively with input from CVCC, local agencies, ecology scientists, and stakeholders, we will develop overall site planning to conduct and connect adjacent wildlife to/from existing and potential core habitats through intermediate habitat enhancement infrastructure to the I-10 right-of-way zone and crossing locations that blend with the environment and respect the indigenous history of the region to gain momentum and project support.

Depending on the targeted species, it may be important to include vegetative cover leading to the new structure, directional fencing, on light and noise mitigation berms, and similar habitat on the structure if an overcrossing. Additionally, whether an undercrossing or overcrossing, it is becoming more apparent that micro-structure is important to provide cover for smaller species, that may move through/over or even live on the structure. Due to the limited soil depth, greater soil temperature variances, and reduced potential to hold water, vegetation can be difficult to grow on structures. Also, rain and wind can make it difficult to maintain micro-structure. High winds experienced in the region (as evidenced by our previous project experiences and the multiple wind farms throughout the I-10 corridor within the project area) lead to blow sands and other wind-blown debris that could be exacerbated by including habitat on an overcrossing type passage structure. Additionally,





local air quality, specifically Particulate Matter 10 (PM10) emissions, issues require that Fugitive Dust Control Plans are prepared for every project with appropriate mitigation recommended to maintain compliance.

Our team of engineers and architects will work with our biological and habitat restoration partners to devise structure that will maximize insulated soil and water retention for plant species and help retain habitat on the approaches and structure, while still adhering to stringent structure loading thresholds for overcrossing type passages. The plant palette, micro-



Construction of the I-5 Wildlife Crossing in the Newhall Pass

structure, and distribution on the structure (e.g., rocks, piles of sticks) will be determined by the ultimate suite of focal species, their ecological needs, and wind-blown resistance. Likewise, the need and type of vegetation to be planted on the berms and areas leading to the structure will be determined by the species keeping in mind the high wind considerations. For example, puma would like more cover, while desert bighorn sheep would like less. Depending on the width of the structure, both may be able to be accommodated. Our team's depth of knowledge regarding species' ecology, and experience designing planting plans for native species in very difficult desert biomes will give the restoration effort the greatest chance for success.

Our habitat restoration team is

experienced with developing successful desert restoration plans that utilize appropriate species and consider micro-habitat needs of those plants. This experience gives us the knowledge to save and stockpile the top few inches of soil from the work zone to later use that as the final layer in the restoration zones, so that plant growth can occur at the fastest rate possible in this environment. This facilitates greater use of the crossing at a reduced plant establishment timeline. Our structures team

is experienced with heavy load requirements and structures design considering the strong winds along the I-10 desert region and successfully integrated structural appurtenances on overcrossing type structures that are wind resistant. The Dokken team believes a wind break will provide an opportunity to provide a canvas for potential architectural enhancements through a combination of shape, color, material, and texture. We will work quickly collaboratively with scientists, and engineers to stakeholders, develop buildable and maintainable solutions that facilitate the safe and sustainable passage of wildlife across this busy corridor, supporting the longterm health of the populations.



I-5 Wildlife Crossing in the Newhall Pass Post-Construction





#### STRUCTURES, DRAINAGE AND STORM WATER QUALITY MANAGEMENT CONSIDERATIONS

#### **Potential Structure Locations:**

#### **New Overcrossing Structure Alternatives**

An overcrossing type wildlife passage structure is anticipated to span over I-10, existing UPRR tracks, and frontage roads. Our team will develop structure design alternatives that meet Caltrans and UPRR requirements. These requirements typically include that structures fully span UPRR right-of-way to accommodate future track expansion while maintaining a minimum vertical clearance of 23'-6" over existing and future track grades and utilizing construction methods that do not require cast-in-place construction over the existing tracks. Over Caltrans facilities, cost effective cast-in-place construction and placement of intermediate supports in the existing I-10 median are allowed with a minimum of 16'-6" vertical clearance over the interstate. Future UPRR track expansion and replacement of the existing Railroad Avenue bridges and associated alignment changes must be considered with each evaluated overcrossing type passage alternative.

#### **Existing Bridges as Biological Corridors**

Utilizing one of the existing bridge crossings may be feasible, dependent on target species. Terraforming the existing approach topography and implementation of directional fencing would be necessary to encourage movement through these narrow corridors. The existing Potrero Creek Caltrans and Railroad bridges are multi-span structures supported by concrete pier walls, with maximum vertical clearances of approximately 8 feet. Additional crossings adjacent to the Potrero Creek bridges have limited to adequate vertical clearance, though the Caltrans bridge has heavy vegetation and soil slopes underneath that may limit wildlife usage.



The Caltrans and Railroad Avenue (frontage road) bridge crossings adjacent to Seminole Road have approximately five feet (5-ft) of vertical clearance. During a site visit in preparation for this proposal, we noted that the frontage road bridge exhibited a buildup of soil at the piers that minimize the potential crossing width, as well as a failed exterior timber girder that needs immediate repair. The railroad bridge crossing at this location is a short single span facility that only has two feet (2-ft) of vertical clearance. The two crossings at and adjacent to the Pacific Crest Trail have adequate vertical clearance for all target species. Our site visit revealed that the trail runs below the vehicle and railroad bridges, and the

western most cell of the railroad bridge is utilized as a maintenance vehicle route to access area wind turbines and would not be suitable for wildlife.

#### **Existing Culverts as Biological Corridors**

Utilizing existing culverts as one or more wildlife crossings may be feasible but are limited to smaller target species. Most of the existing culverts observed are single cell concrete boxes running under I-10, with one observed triple cell box culvert. Most of the culverts had limited vertical clearance on the order of 4-5 feet, and had limited soil cover under I-10, making for a high road noise crossing location. The adjacent frontage road vertical grade is lower than I-10, acting as low water crossings. To provide safe passage for wildlife, the frontage road would need to be raised with a culvert installed with directional fencing to avoid wildlife-vehicle collisions.

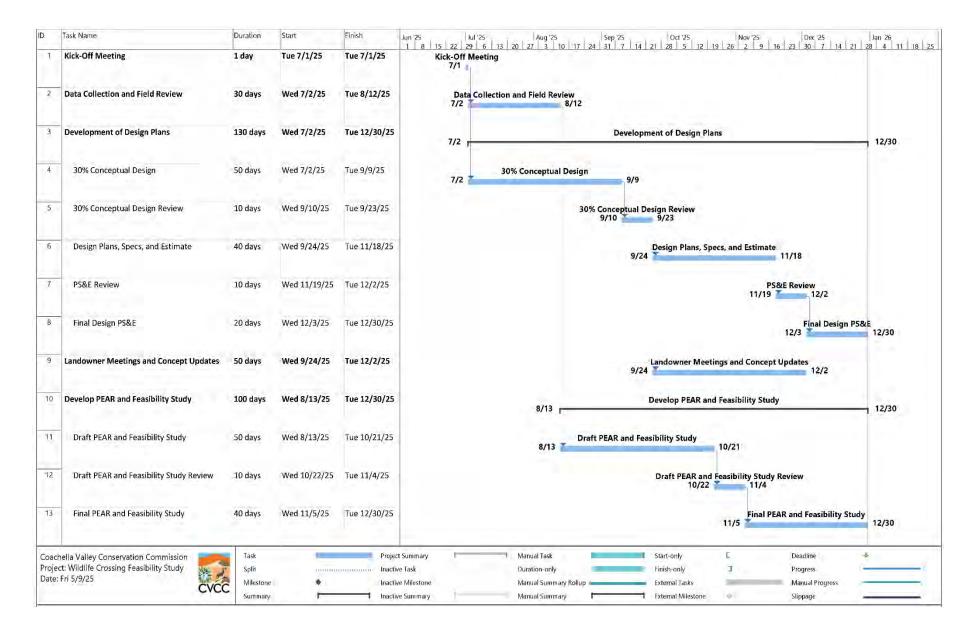


To establish a metric for determining when it's not worth trying to expand studies on a particular alternative we'll develop rubrics for evaluation with science team input on type and relative importance/weighting of evaluation criteria to achieve a prioritized list of projects or project combinations, with multiple and location-specific potential funding sources.

DOKKEN



#### **PROJECT SCHEDULE**







#### SCOPE OF WORK

#### TASK 1 – DEVELOPMENT OF DESIGN PLANS AND SPECIFICATION OUTLINES

#### **Subtask 1.1 PDT Meetings and Team Coordination**

Dokken will organize, attend, and facilitate meetings to provide progress updates and coordination between stakeholders including CVCC, UC Davis staff, partnering organizations and technical disciplines. For each meeting, The Dokken Team will provide meeting notices, agenda, and materials, and prepare meeting minutes. At a minimum, the following meetings are anticipated for this project:

- Kickoff Meeting: Within 15 days of Notice to Proceed (NTP), Dokken will organize a kickoff meeting (likely remote
  to improve attendance, or in person as determined by CVCC) with all key personnel, design team members, agency
  and stakeholder representatives on the project.
- Project Development Team Meetings: The Project meetings will serve as the primary forum for reviewing the status
  of the project, reviewing document submittals, and identifying and resolving project design issues. Attendees are
  anticipated to include CVCC, UC Davis, Caltrans, Dokken Engineering, and consultant task leads. Throughout the
  anticipated duration of the project, through December 2025, Dokken plans to hold approximately twelve (12) bimonthly Project Development Team (PDT) Meetings.

#### **Subtask 1.2 Project Administration**

Dokken will monitor and control the progress of proposed services as follows: Setup a project accounting system; Prepare Monthly Progress Reports; Prepare a Quality Control Plan; Prepare, monitor, and adjust CPM Schedule monthly.

#### Subtask 1.3 Data Collection, Field Review, and Utility Inventory

Dokken will coordinate with CVCC and UC Davis staff to collect and review available as built data for use and reference associated with the project improvements. Dokken will create a Utility Coordination Matrix to track contact information and communication with utility companies. Our proven utility coordination process matches the state and federally approved processes and involves sending out As-Built Request Letters (a.k.a. Letter No. 1's or A-Letters) to research all existing utility infrastructure including franchise utilities. We will also consider service points of connection (i.e. recycled or potable water service for new irrigation lines; electrical service for new irrigation, lighting, and monitoring equipment; and telecommunications for cameras and connectivity) as needs are identified by the project development team.

Dokken will conduct a thorough field review of existing conditions along the proposed corridor, that consists, but is not limited to collecting the following:

- Twelve existing drainage culverts/bridges under the railroad and I-10 for potential crossing location alternatives
- All roadway features including curb lines, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways, bus pads, and sidewalk and pavement conditions
- Signing and striping, street lighting, traffic signal, handholes, manholes, power poles, and other aboveground utilities
- Existing housing tracts and local area developments that might hinder wildlife mobility
- Other field conditions that might affect a design decision

#### **Subtask 1.4 Development of Design Plans**

The Dokken Team will prepare a basis of design memo to describe the technical approach for designing all aspects of the project, including specifics related to approach and departure grades, minimum vertical clearances, anticipated vegetation and other pertinent design features with significant cost implications. Detailed design plans will be developed for:

- noise/light abatement (5 sites),
- directional fencing (~20 miles of right-of-way),
- vegetative cover/habitat restoration (5 sites),
- new crossing designs (3 locations), and
- associated improvements (i.e., jump-outs and cattle guard) or retrofits

Proposed culvert or structure cross location designs will be adequately developed to 30% concept designs to begin utility conflict identification with proposed resolutions. Conceptual design exhibits and draft basis of design memo will be submitted to CVCC for review, allowing two weeks for comments to be provided, before meeting to review comments with preliminary responses and moving forward with development of the final concept plans.



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### **Subtask 1.5 Development of Specifications Outline**

The Dokken Team will prepare a detailed specifications outline to guide the construction phase of the wildlife crossing improvement project. This outline will define the technical requirements, materials, performance standards, construction methods, and environmental safeguards necessary to ensure the successful delivery of a wildlife crossing that meets ecological, safety, and regulatory objectives. A draft specifications outline will be developed and provided to CVCC for review with the draft concept exhibits, then finalized upon receipt of review comments and resubmitted with final concept plans.

<u>Task 1 Deliverables:</u> Meeting Notices, Agendas, Minutes; Monthly Progress Reports; Project Schedule with Updates; Existing Utility Base Map; Aerial and Topographic Mapping with 2-ft Contours; Field Notes and Photo Log; Draft/Final Concept Plans; Draft/Final Specifications Outline

#### TASK 2 – PRELIMINARY COST ESIMATION

#### **Subtask 2.1 Preliminary Cost Estimates By Alternative**

The Dokken Team will collaborate on identifying potential bid items and required staged construction activities, developing itemized quantities, and researching current unit costs to produce accurate engineer's estimates. The unit costs for construction items shall be based on current bids from CVCC and CVAG, our team's project archives, and Caltrans' Office Engineer data and construction cost database. These estimates, to be developed for each alternative, will account for noise and light abatement, directional fencing, vegetative cover and habitat restoration, new crossing structures, and associated improvements or retrofits such as jump-outs and cattle guards.

<u>Task 2 Deliverables:</u> Draft/Final Preliminary Cost Estimates for Each Alternative

#### TASK 3 – ATTEND MEETINGS WITH AFFECTED LANDOWNERS TO PRESENT DESIGN CONCEPTS AND RECEIVE FEEDBACK

#### Subtask 3.1 Landowner Meetings and Design Concept Exhibit Updates

The Dokken Team will coordinate diagnostic review meetings with UPRR, Caltrans, and County of Riverside to review preferred alignments and potential right-of-way impacts. Reviewed scientific data along with input collected from the PDT, CVCC, and UC Davis teams will be presented in review meetings coordinated to discuss the impacts to operations and the logistics of constructing preferred alternatives that cross railroad and freeway right of way boundaries.

<u>Task 3 Deliverables:</u> Updated Design Concept Exhibits Reflecting Landowner Feedback; Documentation of Changes Made Based on Feedback

#### TASK 4 – DRAFT/FINAL PEAR AND FEASIBILITY STUDY

#### Subtask 4.1 Draft/Final PEAR

The Dokken Team will review the findings of CVCC ecology team and coordinate with the engineering team to develop the Preliminary Environmental Analysis Report (PEAR). The PEAR will include a preliminary assessment of environmental effects that identifies baseline environmental constraints and issues (biology, cultural resources, hazardous materials, etc) that may affect the design, cost, schedule, and delivery of different alternatives and the expected level of environmental analysis that will be required for compliance with CEQA/NEPA during the Project Approval and Environmental Document (PA&ED) phase. The PEAR will be included as an attachment to the PSR Equivalent document.

The Dokken Team will also coordinate with agencies to determine if any of California's new streamlined regulatory processes ("Cutting Green Tape") could be applied to this project, which could reduce the cost and schedule for environmental documentation and permitting associated with the project. We will summarize these results along with the recommended environmental steps and the anticipated level of environmental documentation in the PEAR. It is our team's experience that these types of projects typically do not require additional traffic studies due to the purpose and need for the structure and because this is not a mitigation measure, that SERP would apply. That means that typically only biological and cultural studies would be needed. Our team has a history of coordinating with the District 8 staff regarding biological issues and wildlife connectivity projects, so could be a good CVCC partner. The team would coordinate with Caltrans District 8 to determine the level of NEPA documentation needed. Our team's extensive experience and exceptionally relevant recent experience with all of the important regional stakeholders will ensure CVCC understands the potential environmental considerations moving forward into the next phase of this wildlife crossing.



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### Subtask 4.2 Draft Feasibility Study (PSR Equivalent Document)

Dokken will identify three (3) alternatives for crossing locations in the Banning Pass to be analyzed within a Feasibility Study that will be prepared to document the project background, decisions made, alternatives under consideration, and project cost. The study will also summarize the alternatives for noise/light abatement at five sites, directional fencing covering approximately 20 miles of right-of-way, vegetative cover/habitat restoration at five sites), and associated improvements such as jump-outs and cattle guards or other necessary retrofits. Preliminary Concept Exhibits for each Alternative will be used to ensure proposed designs are on the correct path towards detailed designs as related to preliminary layout of proposed curb ramps, bulb-outs, traffic signal modifications, drainage modifications, water quality treatment improvements, and potential utility conflicts. The study will include a discussion of the following items:

- Project Background
- Alternatives Considered
- Existing Facility Deficiencies
- Schedule to Deliver Project
- Constructability Concerns
- Traffic Management
- Staged Construction
- Potential Utility Conflicts
- Potential Right of Way Impacts, including Access Control
- Basis of Design Worksheet Identifying Non-Standard Design Features
- Storm Water Requirements / Construction General Permit Risk Level Assessment
- Preliminary Cost Estimate (using square footage cost factors for quantities)
- 11x17, Scaled Exhibits of Each of the Three (3) Alternatives
- Environmental Assessment / PEAR Summary
- Grant Funding Opportunities

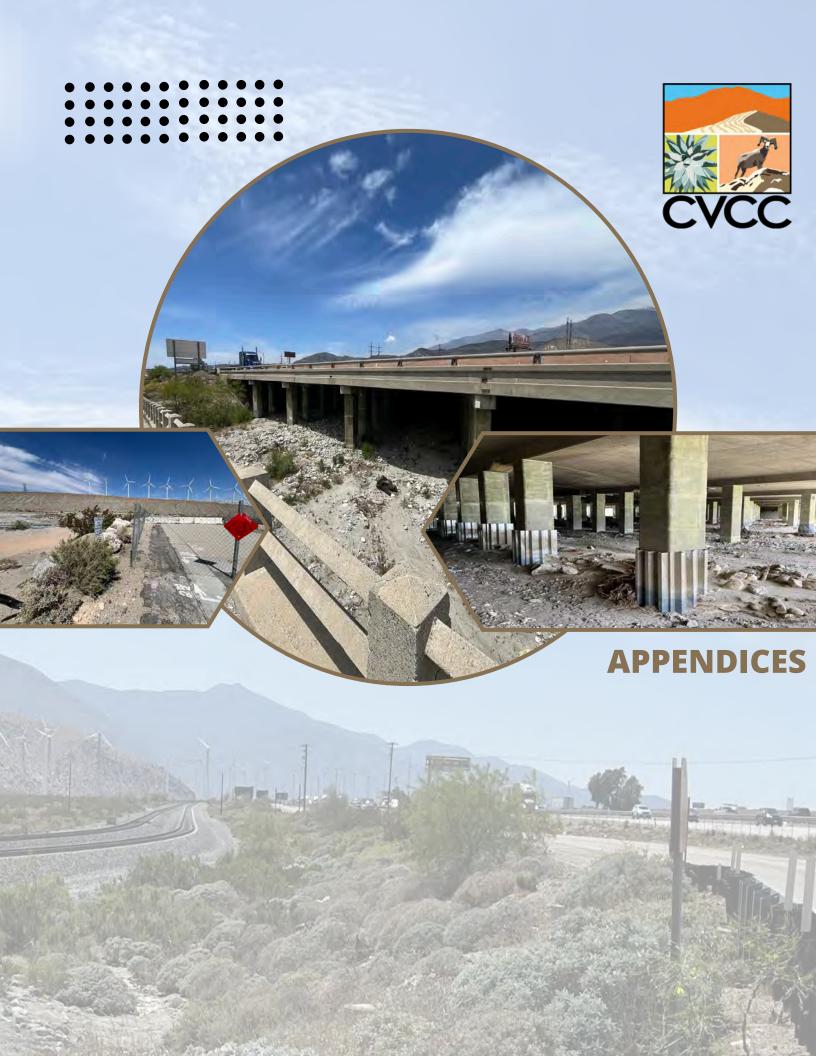
To ensure that the geometrics and estimates are realistic, and reflect the latest industry standard of practice, we will utilize the latest version of the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, California Manual of Uniform Traffic Control Devices (CA MUTCD), and local agency standards as necessary to meet requirements.

#### **Subtask 4.3 Final Feasibility Study**

Following CVCC's review of the Draft Feasibility Study, we will prepare the Final Feasibility Study. The Final Feasibility Study will document the preferred alternative and discuss why the other alternative(s) were rejected.

Task 4 Deliverables: Draft/Final PEAR; Draft/Final Feasibility Study







# **5. APPENDICES**

#### **5.1 RECENT AND RELEVANT PROJECTS**

- <u>ChilenoValleyRoadNewtPassage\_DraftPEAR\_2024-10.pdf</u>
- MigratoryAmphibiansPassage\_NDOT-ResearchReport\_2022-07.pdf



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#### Interstate 10 Wildlife Crossing Improvements Feasibility Study



#### **5.2 LITIGATION**

Dokken does not have any pending bankruptcies, liens, stop payment notices, judgments, or foreclosures filed in the past five years. Below is a list of litigation, dispute resolutions, or other formal proceedings that occurred in the last five years in which Dokken was involved in some way. No client has terminated a contract with Dokken for breach of contract, nor has Dokken ever filed a claim against a public agency.

#### • Papich Construction Co., Inc. v. City of Dinuba

#### Project: Avenue 416/El Monte Way Widening

Dokken provided engineering and right of way acquisition services to the City from 2009 through the end of construction in 2017. At the end of construction, the City was sued by Papich, the construction contractor, for delay damages. The City tendered the defense to Dokken, citing a duty to defend clause. Dokken denied the tender, citing contract language that did not require an upfront duty to defend when the negligence of others caused the underlying delay damages. The City settled with Papich in 2018 for \$3.8M and then sued Dokken and the construction management firm for breach of contract for not accepting the tender of defense. Dokken maintained it had justification for denying the tender as it did not cause delays. The court approved settlement in 2021, with the construction management firm paying 85% of the settlement and Dokken paying the remainder.

• San Diego Gas & Electric Company (SDG&E) v. Avar Construction, Inc., et al

#### Project: SR-163/Friars Road Interchange

Dokken Engineering provided engineering design and environmental services for traffic and safety improvements in the area surrounding SR-163 and Friars Road in San Diego, CA. During construction in 2018, Avar Construction, a drilling sub-contractor, struck a 20-inch high-pressure gas line owned by SDG&E. In 2021 SDG&E filed a claim against Avar and others alleging damages of approximately \$1.1m. Avar subsequently filed a cross-complaint against all the parties involved, including Dokken Engineering. The claim settled in mediation in 2022 and Dokken Engineering contributed 5% of the settlement amount. 85% of the settlement was paid jointly by the general contractor and drilling sub-contractor, as it was their responsibility to positively locate the gas line during construction.

• RNR Construction v. Dokken Engineering

#### Project: NVIDIA Phase 2 - STE Bridge

Dokken Engineering provided engineering design services as a sub-contractor to RNR Construction for a pedestrian bridge in Santa Clara County. In 2022, RNR Construction made numerous allegations against Dokken Engineering regarding the engineering services provided. Dokken Engineering denied the allegations and the matter was settled in early 2024 in mediation.





#### 5.3 PROJECT TEAM RESUMES





#### **EDUCATION**

2008, BS Civil Engineering San Diego State University

#### **REGISTRATION**

California Professional Civil Engineer, #C79080

California Professional Traffic Engineer, #TR 2845

#### **EXPERIENCE**

17 Years (All w/Dokken)

#### **AFFILIATIONS**

American Society of Civil Engineers (ASCE)

Institute of Transportation Engineers (ITE)

#### **AREAS OF EXPERTISE**

- Project Management
- Roadway/ADA Design
- Pavement Management
- Utility/ROW Coordination
- Traffic Signals & Lighting
- Ramp Metering Systems
- Transit Station Amenities
- Roundabout Design
- Green Streets
- Traffic Monitoring/ Count Stations
- Interconnection and Fiber Optic Networks

## MICHAEL GREER, PE, TE PROJECT MANAGER

Mr. Michael Greer designs roadways, roundabouts, pedestrian/bicycle facilities, and complete streets in accordance with City, County, Caltrans, and AASHTO standards. He is an expert on traffic signals, lighting design, and electrical infrastructure giving him the unique ability to foresee various potential issues related to design. Michael has worked in the field as a Roadway Inspector and Assistant Resident Engineer, allowing him the opportunity to gain valuable knowledge about construction equipment, practices, and techniques. As **Project Manager**, Michael will ensure sufficient resources are available to complete all assigned tasks on schedule, within budget, and to CVAG's satisfaction. He will be available to meet with and present to CVAG leadership/stakeholders, assist with funding and obtain project approvals.

#### **EXPERIENCE**

San Pablo Streetscape Improvements, Phase 1 & 2, Palm Desert, CA | Project Engineer responsible for the design and preparation of plans for the roadway (including pedestrian and roundabout), traffic electrical (including lighting and signal modifications), and traffic control (including signing and striping) improvements portions of this road-diet project. Roundabout Validation Reports, City Council Study Session on Roundabouts, and Position Paper on the Use of Roundabouts versus Stop Control at Intersections were specifically prepared.

Pentz Road Corridor (West Side Pathway and East Side Widening), Town of Paradise, CA | Project Manager providing preliminary engineering, environmental support, and final PS&E for the widening of Pentz Road in the Town of Paradise. The westerly roadway widening project will accommodate a multi-use path for bikes and peds, path lighting, complete drainage system with new mainline, and minimize impacts to adjacent properties using keystone retaining walls. The easterly roadway widening project will accommodate a two-way center turn lane, providing safe access to residents and business along the corridor.

Inland Rail Trail, San Diego County, CA | Project Engineer for this 7-mile Class I bikeway project located within North County Transit District (NCTD) Sprinter rail line right-of-way. The overall purpose of the IRT project is to provide a safe bikeway facility separated from motorized vehicles that will traverse the Cities of Vista, San Marcos, and the County of San Diego. The design includes three bridge structures, approximately one mile of retaining walls, landscaping, traffic signal plan modifications, extensive analysis of water quality, off-site drainage, signing and striping, and minor street adjustments at each crossing.

Saugus Phase I: Bouquet Canyon Trail to Central Park, Santa Clarita, CA | Project Manager for the Public Outreach and PS&E development of the Bouquet Canyon Trail through Central Park. Design improvements for this one-mile trail include conversion of an existing maintenance access road to a multi-use pathway, minimal utility relocations/adjustments, specially designed railings and loge pole fencing brackets, as well as privacy screening along existing fencing to remain.

McFadden Avenue Protected Bike Lane & Bicycle Boulevard, Santa Ana, CA | Project Manager for the PS&E of this project which will reconfigure the existing four and five lane roadway segments to a three-lane configuration with protected bike lanes in each direction. Improvements include upgraded signalized intersections with separated bicycle lane detection and leading pedestrian intervals, high visibility crosswalks, and bulb-outs. Coordination with the railroad for improved signalization of train arrivals was necessary because of the high volume of pedestrians and cyclists.









#### **EDUCATION**

1999, BS Mechanical Engineering Cal Poly, San Luis Obispo

#### **REGISTRATION**

California Professional Civil Engineer, #C66058

#### **EXPERIENCE**

25 Years (All w/Dokken)

#### **AFFILIATIONS**

American Society of Civil Engineers (ASCE)

#### **AREAS OF EXPERTISE**

- Bridge Design
- Structure Design
- Project Management
- Retaining & Sound Wall Design
- Quantity Calculation
- Advance Planning Studies
- Structures Analysis
- Seismic Analysis
- Construction Staging
- Cost Estimating
- Highway Bridge Program

# CHARLES TORNACI, PE PROJECT ENGINEER | STRUCTURES

Mr. Charles Tornaci is Dokken's San Diego structures team leader, both overseeing and performing the structural analysis and design efforts for bridge projects in Southern California. With over 25 years of experience on structural transportation projects, he is very familiar with Caltrans Local Assistance and Division of Structures standards and practices, specializing in innovative and cost-effective design solutions. He has been involved in a range of projects involving planning, design, construction, and seismic retrofits of vehicular and pedestrian bridges, retaining walls, stairways, and bike trails.

#### **EXPERIENCE**

Chileno Valley Newt Passage Project, Marin County, CA | Project Manager responsible for the feasibility study for the Newt Valley Passage Project in Marin County. Dokken is working with the CVNB and USGS in partnership with funding and support from the California Department of Fish and Wildlife to initiate a corridor enhancement project consisting of appending exiting culvert crossings and constructing new crossing structures under the existing road to reduce road-based mortality rates and maintain connectivity between upland and wetland breeding habitats for migratory newts, the California Red-Legged Frog, and other amphibians and reptiles which have been documented in the area crossing to and from their natural habitat in the hills above Chileno Valley Road to their natural breeding grounds at the edge of Laguna Lake.

Research for Passage Spacing for Migratory Amphibians and Evaluation for Open Elevated Road Segment Passages, United States | Project Manager for the engineering evaluation, concept exhibits and renderings, and cost estimates in support of research conducted to assess the permeability of new passage designs for amphibians and other small animal species which are at high risk for mortality due to impacts from vehicular roads within their habitat. Dokken worked closely with USGS biologists in consultation with Caltrans to develop concepts elevated road segment (ERS) road passage systems. Provided a concept evaluation report summarizing key design elements for ERS passage concepts, documenting project approval components, design, construction and maintenance considerations, and comparative costs.

Main Avenue Bridge, Sacramento, CA | Structures Design Engineer for a two-stage, single frame, seven-span, 813' long, 82' wide, four-lane bridge crossing over Steelhead Creek, and spanning over existing UPR tracks. Design restraints included meeting UPR horizontal and vertical clearance guidelines, keeping traffic open along the existing Main Avenue Bridge, and avoiding existing underground fiber optic lines. Special narrow continuous footings were designed to clear fiber optic lines. All supports were founded on 24" CIDH concrete piles, with abutment piles fixed to the footings to resist lateral soil forces.

SR-78 Eastbound Auxiliary Lanes, San Marcos, CA | Project Engineer and Structures Design Engineer responsible for the PS&E to widen the existing 4-span 360-foot-long reinforced concrete box girder bridge carrying SR-78 over Mission Road, NCTD railway tracks, and the Inland Rail Trail. Design consisted of widening the existing structure by 30 feet using a thinner cast-in-place prestressed concrete box girder structure to accommodate the temporary vertical clearance requirements over the NCTD railway tracks, seismic retrofit of the existing rocker bearings, and the repair of spalled abutment concrete. Design challenges included an accelerated schedule (start of project to full Caltrans approved PS&E in 5 months), coordination for work within NCTD railway right-of-way, as well as keeping the Inland Rail Trail open during all hours for pedestrian traffic.









EDUCATION

2010, BS Civil Engineering San Diego State University

#### **REGISTRATION**

California Professional Civil Engineer, #C88901

#### **EXPERIENCE**

15 Years (7 w/Dokken)

#### JUSTIN THONBER, PE

#### ROADWAY

**Mr. Justin Thornber** has a demonstrated history of civil and multi-use pathway design excellence specifically on-site development plans, construction plans, restoration plans, and grading and erosion control plans. Mr. Thornber is proficient using AutoCAD Civil 3D, Microstation Inroads, HydroCAD, ArcMAP, Flowmaster, Bluebeam, and Projectwise.

#### **EXPERIENCE**

Pentz Road Corridor (West Side Pathway and East Side Widening), Town of Paradise,

**CA** | Project Engineer providing preliminary engineering, environmental support, and final PS&E for the widening of Pentz Road in the Town of Paradise. The westerly roadway widening project will accommodate a multi-use path for bikes and peds, path lighting, complete drainage system with new mainline, and minimize impacts to adjacent properties using keystone retaining walls. The easterly roadway widening project will accommodate a two-way center turn lane, providing safe access to residents and business along the corridor.

San Pablo Corridor Improvements, Phase 1 & 2, Palm Desert, CA | Mr. Thornber was responsible for preparing the ATP cycle 4 grant application for San Pablo Avenue. He designed the driveways and curb ramps along the San Pablo corridor and developed the cost estimate separated by funding source to aid with funding decisions. He reduced construction cost by recommending grind and overlay work, instead of full depth removal, between Royal Palm Drive and Fred Waring Drive.





**EDUCATION** 

2012, MBA Drexel University

2007, BS Civil Engineering CSU Sacramento

#### **REGISTRATION**

California Professional Civil Engineer, #C77894

CA QSD/QSP, #21380

#### **EXPERIENCE**

18 Years (7 w/Dokken)

#### ASHLEY ORSABA-FINDERS, PE Drainage/Water Quality

Ms. Ashley Orsaba-Finders is a Senior Engineer and Project Manager with 18 years of experience in project management, civil engineering, site development, environmental engineering, municipal engineering, planning, GIS analysis, and construction administration. She is experienced in civil design, hydraulic modeling, project management, construction administration, GIS mapping, financial tracking and analysis, project scheduling, planning, drafting, and design of civil engineering projects including drainage, utility design, water tanks, roadways, site design, and pump stations.

#### **EXPERIENCE**

Avenue 66 Water Transmission Main, Phase 1A & 1B, Riverside, CA | Design Engineer. During the construction of the Avenue 66 Grade Separation project, utility relocations performed by IID impacted an existing 12" waterline running along Hammond Road. Ashley assisted with the design of the relocation plans for approximately 825' of waterline, including incorporating the upsizing of the existing line from 12" to 18".

Avenue 66 Grade Separation Over SR-111/UPRR, Mecca, CA | Drainage Engineer. Ashley was a drainage engineer for the Avenue 66 Grade Separation over SR-111 and UPRR project for the County of Riverside and Caltrans. This effort included the compilation of two separate Drainage Reports, one County and one Caltrans, and the design and analysis of retention basins, detention basins, ditches, pipelines, inlets, and culverts.



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study







#### **EDUCATION**

2005, MS Community & Regional Development UC Davis

2001, BA Ethnic Studies CSU Sacramento

#### **EXPERIENCE**

19 Years (6 w/Dokken)

# CHRIS AGUIRRE GRANT FUNDING

**Mr. Chris Aguirre** is a skilled community engagement professional with a record of success managing large, diverse projects in complex environments. Highly experienced and proficient in public engagement and outreach, he has a unique ability to relate and connect with a wide spectrum of populations. Through his 19 years of experience Chris is able to bridge internal and external objectives and align constituencies inside and outside an organization in pursuit of mutual benefit.

#### **EXPERIENCE**

Menifee Professional Grant Funding/Writing Services – 2022 RAISE Grant, Menifee, CA | In 2022, the City of Menifee applied for a RAISE grant to acquire funding for the Scott Road/Bundy Canyon Road Project. The RAISE grant program is a competitive grant for the USDOT to invest in road, rail, and transit projects to reach national objectives. Chris was responsible for preparation of grant content, coordination with project engineers, and attended project meetings to move the grant forward and coordinate tasks, action items, and deliverables.

Dog Bar Road over Bear River Bridge Replacement, Nevada County, CA | This project will replace Dog Bar Road bridge with a 2-lane CIP box girder directly upstream from the current bridge. The new bridge will provide sufficient width and include a larger curve radius to accommodate large vehicles. Chris facilitated public meetings, managed agency coordination efforts, and drafted the IS/MND, which was finalized in August of 2021. The NEPA CE was also acquired in August of the same year.

### DUDEK



#### **EDUCATION**

1991, BS Wildlife Biology and Management Humboldt State University

#### **REGISTRATION**

USFWS Federal 10a Survey Permit, No. TE 813545-5

#### **EXPERIENCE**

34 Years (33 w/Dudek)

#### **BROCK ORTEGA**

#### **ENVIRONMENTAL**

**Mr. Brock Ortega** has more than 34 years of experience as a wildlife ecologist and project manager/project director. Mr. Ortega brings extensive expertise and a knowledge-based and common-sense approach to his project teams in many areas, including wildlife connectivity, mitigation monitoring, permitting issues related to threatened or endangered species, wildlife biology and management, ecological assessment, environmental impact assessment and mitigation, habitat remediation, endangered species management plan authorship, and project management.

#### **EXPERIENCE**

State Route 62 Wildlife Connectivity Study, Riverside and San Bernardino Counties, CA | Project manager and lead biologist for a 2-year wildlife connectivity study with a focus on desert bighorn sheep, mule deer, black bear, mountain lion, and desert tortoise.

Improving Light and Soundscapes for Wildlife use of Highway Crossing Structures, Temecula, CA | Assisted in a traffic noise and light study conditions alongside I-15 across Temecula Creek and southward for ~1 mile. Project team worked closely with The Nature Conservancy and Caltrans on planning wildlife crossing projects in the area.

Mid-County Parkway, Riverside County Integrated Project, Riverside County, CA | Served as the lead biologist responsible for siting and design of at least 15 major and minor wildlife undercrossing and 3 wildlife overcrossings to accommodate reserves in western Riverside County and listed species Later reviewed other iterations for Metropolitan Water District of Southern California.



#### Interstate 10 Wildlife Crossing Improvements Feasibility Study







#### **EDUCATION**

1989, M.Arch with Distinction Harvard University

Graduate School of Design (GSD)

1985, BS Archictecture University of Michigan College of Architecture and Urban Design

#### **REGISTRATION**

California Architect #24913

#### **EXPERIENCE**

40 Years (20 w/NWLCo)

# CLARK STEVENS, ARCHITECT, NCARB ARCHITECTURE/MASTER PLANNING

Mr. Clark P. Stevens, Architect is a conservationist and architect for culturally and ecologically critical places. He is both the Principal of New West Land Company, Inc which he created in 1998, and Director of Resource Design for the Resource Conservation District of the Santa Monica Mountains (RCDSMM), having served also as its Executive Officer from 2009 to 2024, directing a staff of conservation biologists and environmental designers there along with his architectural and planning staff at NWLCo. Over the last 25 years, he designed conservation-based inhabitation and restoration plans in nine western States, three Hawaiian Islands and two provinces of Italy.

#### **EXPERIENCE**

Interstate 5 Newhall Pass Wildlife Passage Project, Los Angeles County, CA | Connectivity/biodiversity analysis and Wildlife Crossing Feasibility study (complete) and 65% Final Design for Wildlife Crossing and Approach Landscapes (ongoing). Project Director, Lead Architect/Master Planner (For RCDSMM).

I-101 Liberty Canyon Wildlife Passage Project Phase 1, Agoura Hills/LA County, CA | Wildlife Passage Master Plan for 20 acres of habitat restoration with combination of landscape-scale wildlife bridge, under-crossing at existing interchange, and associated tunnel element, and Final Design, permitting and installation of 6-acre approach landscape and wildlife underpass (completed, 2019). Project Director, Lead Architect (For RCDSMM).

**I-101 Liberty Canyon Wildlife Overpass, Agoura Hills/LA County, CA |** Architectural design of approach landscape and wildlife overpass (bridge) for CalTrans PID and PAED phases (30% final design level). Project Director, Lead Architect (For RCDSMM).

#### **5.4 CHANGES TO PROFESSIONAL SERVICES CONTRACT**

Dokken Engineering does not take any exceptions to CVAG's Standard Professional Services Agreement. Dokken Engineering will comply with the contract terms and conditions delineated in the RFP.

#### 5.5 ACKNOWLEDGEMENT OF ADDENDUM

The signed addendum is included in the following pages.





# REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES FOR INTERSTATE 10 WILDLIFE CROSSING IMPROVEMENT FEASIBILITY STUDY

#### **ADDENDUM**

Addendum Date: April 21, 2025

**Purpose:** This addendum supplements, amends, and takes precedence over the original

Request for Proposal (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have on their scope of services and cost for their submitted

proposal response.

Note: All requirements of the RFP documents remain unchanged except as cited

herein.

Please note the deadline for submitting proposals has been extended one

week. Proposals are due by 2:00 p.m. on May 12, 2025.

#### **Questions & Requests:**

The following are clarifications and responses to the questions received by the Coachella Valley Conservation Commission (CVCC) as of 2:00 p.m. on April 18, 2025.

1. **Question:** Is CVCC looking for a California PE to lead this study or would a wildlife biologist with connectivity experience be preferred?

<u>Response</u>: CVCC would prefer a Professional Engineer to lead this study. CVCC will provide technical support from a qualified wildlife biologist for this project.

2. **Question:** What is your anticipated budget for the scope of work outlined in this contract?

**Response**: The budget for this RFP project is \$187,500.

3. **Question**: May you please provide a list of stakeholders and landowners already identified in the project area (if available)?

Response: The stakeholders and landowners in the project area include: Coachella Valley Water District, Riverside County Flood Control District, Union Pacific Railroad, State of

California, Coachella Valley Conservation Commission, Bureau of Land Management, Metropolitan Water District, Non-Profit, Tribal Land, and Private landowners.

4. **Question:** Is the fee proposal part of the 25-page limit?

Response: The fee proposal will not count toward the 25-page limit for the technical proposal.

5. **Question**: Can we use 11x17 pages for the schedule? Will it count as 2 pages?

**Response**: Yes, 11x17 page size can be used for the schedule and will count as 1 page.

6. **Question:** Can you clarify the requirements of the Project Study Report-Equivalent (PSRE) in Task 1, Deliverable 2? Should it follow the format and requirements of "Appendix L - Preparation Guidelines for Project Study Report" in the Caltrans Project Development Procedures Manual? This may be important to get Caltrans to review, provide feedback and approve to move to the next phase.

<u>Response</u>: Yes, it is important to follow Caltrans guidance and practice closely in order to not delay project progression.

7. **Question:** Can you clarify if Deliverable 1 in Task 1 is detailed design plans, conceptual design plans, or design plans at a 30% level?

Response: Deliverable 1 for Task 1 is to produce conceptual designs of all elements listed in the Deliverable (Detailed design plans for noise/light abatement, directional fencing, vegetative cover/habitat restoration, new crossing designs, or other improvements or retrofits).

8. **Question:** For Deliverable 3 in Task 1, can you clarify if the intent is to provide renderings and/or illustrative exhibits of the proposed design alternatives? What is the difference between Deliverable 1 and 3 in Task 1?

<u>Response</u>: Deliverable 1 shows conceptual designs and renderings of all crossing improvement elements. Deliverable 3 shows 30% designs for new crossings only.

9. **Question**: Is there an anticipated budget range for this study?

Response: The budget for this RFP project is \$187,500. (Same as Question 2.)

10. Question: Noise studies are typically needed to define abatement type, heights and costs, etc. which typically takes place after the PSR feasibility phase during the environmental phase and can be a costly item for a 20-mile corridor. Can you please confirm whether noise studies are expected and the extent or if the extents of abatement should be proposed based on generic rules of thumbs and precedents for the purpose of this feasibility study?

**Response**: A validated traffic noise model in GIS will be available to the engineering contractor.

11. **Question:** What is the level of detail needed for the Preliminary Environmental Assessment (PEAR) component of the Project Study Report?

<u>Response</u>: Identification of risk, assumptions, and information/resources needed to complete a PA&ED for the eventual project. This could include the likelihood and method for pursuing a SERP and using DEER process.

12. **Question:** May the Coachella Valley Conservation Commission please grant a two-week extension to the proposal submittal due date?

<u>Response</u>: CVAG will grant a one-week extension to the deadline for receipt of proposals. <u>Proposals are due by 2:00 p.m. on May 12, 2025</u>.

RFP Section IV.A. Selection Schedule is updated as follows:

ACTION	DATE
<ol> <li>Release of Request for Proposals: Post to <a href="https://cvmshcp.org/proposals">https://cvmshcp.org/proposals</a></li> </ol>	April 3, 2025
<ul><li>2. Deadline to Email Questions</li><li>Email to <u>procurement@cvag.org</u></li></ul>	April 18, 2025
<ul><li>Responses to Questions via Addendum</li><li>Post to <a href="https://cvmshcp.org/proposals">https://cvmshcp.org/proposals</a></li></ul>	April 22, 2025
<ul><li>4. Deadline for Receipt of Proposals</li><li>• Email to <u>procurement@cvag.org</u></li></ul>	May 5, 2025 (2:00p.m. PDT) May 12, 2025 (2:00 p.m. PDT)
5. Evaluation of Proposals	<del>May 6, 2025 to May 19, 2025</del> May 13, 2025 to May 23, 2025
6. Finalist Interviews ( <i>Proposers are to hold these dates until confirmed</i> )	<del>May 20 - 21, 2025</del> <b>May 27-28, 2025</b>
7. Expected Contract Award	June 12, 2025
8. Expected Start Date	July 1, 2025

13. **Question:** Task 1 in Section G identifies that new crossing designs will be required for 3 locations. Have the locations of the new crossings been determined?

**Response**: The three locations of the new crossing designs will be established by the start of the contract.

14. **Question:** Is there wildlife crash data and/or wildlife roadkill data available for I-10 and Highway 111 through the study area?

Response: Yes.

Continued on next page.

15. **Question:** Should the fee proposal be its own separate file or included with the proposal response (one file)?

Response: As indicated in Section III A. General, Proposals shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as "Interstate 10 Wildlife Crossing Infrastructure Feasibility Study Proposal" to procurement @cvag.org. Proposals shall consist of both a technical proposal and a separate fee proposal and are to be submitted (emailed) in one email submission as two separate attachments.

**Acknowledgement: Proposers must acknowledge** receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included with your

submitted proposal response.

	Shit Klemunes by		NA 40, 0005
Authorized Signature:	18hil Clemunes My	Date:	May 12, 2025

Company: Dokken Engineering



								DOKKI	EN ENGINE	ERING							
TASK DESCRIPTION	Mark Tarrall, PE Principal in Charge	Michael Greer, PE, TE* Project Manager	Charles Tornaci, PE* Project Engineer		Ashley Orsaba-Finders, PE, QSD/P* Drainage/Water Quality Lead	Chris Aguirre* Grant Funding	Senior Engineer 2	Associate Engineer 2	Assistant Engineer 2	Senior CAD	CAD / Detailer	Senior Environmental Planner 2	Senior Right of Way Agent	Senior Appraiser	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
BILLING RATES*	\$365	\$295	\$295	\$225	\$265	\$175	\$265	\$195	\$150	\$245	\$155	\$205	\$195	\$175			
TASK 1 – DEVELOPMENT OF DESIGN PLANS AND SPECIFICATION OUTLINES	2	30	37	50	18		24	68	32	16	32	10			319	\$10,000	\$81,865
1.1 PDT Meetings and Team Coordination		12	12	6	6							6			42		\$11,250
1.2 Project Administration	1	6	3												10		\$3,020
1.3 Data Collection, Field Review, and Utility Inventory		2	2	4	2		4	4				4			22		\$5,270
1.4 Development of Design Plans	1	8	16	32	8		16	64	32	16	32				225	\$10,000	\$57,165
1.5 Development of Specifications Outline		2	4	8	2		4								20		\$5,160
TASK 2 - PRELIMINARY COST ESIMATION		2	4	8	2		4	8	16				4	8	56		\$11,300
2.1 Preliminary Cost Estimates By Alternative		2	4	8	2		4	8	16				4	8	56		\$11,300
TASK 3 – ATTEND MEETINGS WITH AFFECTED LANDOWNERS TO PRESENT DESIGN CONCEPTS AND RECEIVE FEEDBACK		2	2	4	2		2	4	8		4				28		\$5,740
3.1 Landowner Meetings and Design Concept Exhibit Updates		2	2	4	2		2	4	8		4				28		\$5,740
TASK 4 – DRAFT/FINAL PEAR AND FEASIBILITY STUDY	2	18	37	38	12	3	12	12	48	6	12	8			208		\$46,900
4.1 Draft/Final PEAR			1	2								8			11		\$2,385
4.2 Draft Feasibility Study (PSR Equivalent Document)	1	12	24	24	8	2	8	8	32	4	8				131		\$29,555
4.3 Final Feasibility Study	1	6	12	12	4	1	4	4	16	2	4				66		\$14,960
TOTAL HOURS	4	52	80	100	34	3	42	92	104	22	48	18	4	8	611		
TOTAL COST	\$1,460	\$15,340	\$23,600	\$22,500	\$9,010	\$525	\$11,130	\$17,940	\$15,600	\$5,390	\$7,440	\$3,690	\$780	\$1,400		\$10,000	\$145,805

<sup>\*</sup>Billing Rates will be adjusted in January of each Calendar year by 5%, rounded to the nearest multiple of \$5.



	•																				y 12, 2025
		New W	est Land	Company								Dudek									
TASK DESCRIPTION	Principal Architect/ Connectivity Planner	Project Designer/CAD Tech	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Principal Ecologist	Biologist / Data Analyst	CEQA Specialist	Biologist	MSHCP Specialist	Restoration Specialist	Cultural Specialist	GIS Specialist	Publications Specialist	Editorial Specialist	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
BILLING RATES*	\$220	\$100				\$300	\$175	\$165	\$195	\$220	\$165	\$195	\$185	\$115	\$145						
TASK 1 - DEVELOPMENT OF DESIGN PLANS AND SPECIFICATION OUTLINES	30	60	90		\$12,600	3	15	15	5	5	5	2	5			55		\$10,215	464	\$10,000	\$104,680
1.1 PDT Meetings and Team Coordination																			42		\$11,250
1.2 Project Administration																			10		\$3,020
1.3 Data Collection, Field Review, and Utility Inventory																			22		\$5,270
1.4 Development of Design Plans	20	40	60		\$8,400	2	5	10	5	5	5	2	5			39		\$7,340	324	\$10,000	\$72,90!
1.5 Development of Specifications Outline	10	20	30		\$4,200	1	10	5								16		\$2,875	66		\$12,23!
TASK 2 - PRELIMINARY COST ESIMATION																			56		\$11,300
2.1 Preliminary Cost Estimates By Alternative																			56		\$11,300
TASK 3 – ATTEND MEETINGS WITH AFFECTED LANDOWNERS TO PRESENT DESIGN CONCEPTS AND RECEIVE FEEDBACK	5		5		\$1,100	1	2	2								5		\$980	38		\$7,820
3.1 Landowner Meetings and Design Concept Exhibit Updates	5		5		\$1,100	1	2	2								5		\$980	38		\$7,820
TASK 4 – DRAFT/FINAL PEAR AND FEASIBILITY STUDY	17	27	44		\$6,440	2	4	20	4	4	4	2	2	4	2	48	\$1,500	\$9,930	300	\$1,500	\$63,270
4.1 Draft/Final PEAR	6	12	18		\$2,520	2	4	20	4	4	4	2	2	4	2	48	\$1,500	\$9,930	77	\$1,500	\$14,83
4.2 Draft Feasibility Study (PSR Equivalent Document)	8	10	18		\$2,760														149		\$32,31!
4.3 Final Feasibility Study	3	5	8		\$1,160														74		\$16,120
TOTAL HOURS	52	87	139			6	21	37	9	9	9	4	7	4	2	108			858		
TOTAL COST	\$11,440	\$8,700			\$20,140	\$1,800	\$3,675	\$6,105	\$1,755	\$1,980	\$1,485	\$780	\$1,295	\$460	\$290		\$1,500	\$21,125		\$11,500	\$187,070

Billing Rates will be adjusted in January of each Calendar year by 5%, rounded to the nearest multit:

## Coachella Valley Conservation Commission June 12, 2025



#### STAFF REPORT

Subject: Acquisition of one parcel in the Upper Mission Creek/Big Morongo Canyon

**Conservation Area** 

Contact: Diana Rosas, Coachella Valley Mountains Conservancy (drosas@cvmc.ca.gov)

Recommendation: Approve Resolution 2025-04 for acquisition of one parcel consisting of approximately 3.16+/- acres in the Upper Mission Creek/Big Morongo Canyon Conservation Area at a cost not to exceed \$75,000, plus closing and transaction-related costs not to exceed \$3,500; and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition

<u>Background</u>: The Upper Mission Creek/Big Morongo Canyon (UMC/BMC) Conservation Area contains a total of approximately 29,440 acres, serves as a wildlife movement corridor, and has critical biological and watershed significance for several covered species under the Coachella Valley Multiple Species Habitat Conservation Plan (the Plan), including the burrowing owl, Coachella Valley round tailed ground squirrel, desert tortoise, LeConte's thrasher, little San Bernardino mountains linanthus, and Palm Springs pocket mouse. Conservation objectives for the UMC/BMC Conservation Area include conserving a total of 10,810 acres of contiguous habitat and effective linkages and, as of the 2024 CVCC Annual Report, 7,603 acres have been conserved in this area. As CVCC staff and Acquisition Managers review Plan acquisition progress, the UMC/BMC Conservation Area continues to be a priority area for the importance of the biological corridor and linkages as well as for advancing the goals and objectives of the Plan.

In March 2025, an appraisal report was completed for targeted properties in the UMC/BMC Conservation Area. The fair market value of the properties was determined, and contingent offer letters were sent to potential willing sellers. The property owner accepted the contingent offer and executed an Agreement for the Purchase and Sale of Real Estate with the CVCC for the following parcels:

1. APN 664-050-013 totaling approximately 3.16+/- acres, for a purchase price of \$75,000, (or \$23,734 per acre), plus closing and transaction related costs not to exceed \$3,500.

The parcel is located west of Indian Canyon Drive, south of Mission Lakes Boulevard in the City of Desert Hot Springs. The parcel is directly adjacent to other parcels already owned by CVCC. Acquiring the parcel will significantly help staff manage this conservation area for illegal dumping. Additionally, the parcel contains significant conservation value and will help advance the goals and objectives of the Plan by maintaining the wildlife corridor for the conservation area. The parcel will also contribute to the 30x30 Initiative to conserve 30% of California's lands and water by 2030.

The purchase price of the parcel is consistent with other recent conservation purchases in the area. The purchase agreement is contingent upon: (1) approval by the CVCC; (2) the sellers' ability to provide the CVCC an owner's policy of title insurance subject only to such exceptions as may be

accepted in writing by the CVCC; and (3) a site inspection demonstrating that there are no hazardous materials or hazardous conditions on the property, and (4) removal of all debris by close of escrow by seller(s) or at sellers' expense.

Staff recommends the CVCC approve Resolution 2025-04 and authorize the purchase of the property for use as part of the Plan reserve system with recreational options, consistent with habitat values in perpetuity to advance the Plan's goals and objectives.

**<u>Fiscal Analysis</u>**: The cost of the purchase is \$75,000, with closing costs not to exceed \$3,500. Funding for this purchase is available in CVCC's Land Acquisition Fund.

The purchase price of the parcel is consistent with other recent conservation purchases in the area. However, staff would note that this parcel's zoning and proximity to the roadway and infrastructure makes it highly developable and also factors into the appraisal.

#### Attachments:

- 1. Resolution 2025-04
- 2. Property location map

Resolution No: 2025-04

# A RESOLUTION OF THE COACHELLA VALLEY CONSERVATION COMMISSION AUTHORIZING ACQUISITION OF APN 664-050-013

WHEREAS, the Coachella Valley Conservation Commission ("Commission") is a public agency of the State of California formed by a Joint Exercise of Powers Agreement; and

WHEREAS, the Commission implements the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan ("Plan"); and

WHEREAS, the primary means of conservation under the Plan is acquisition of land from willing sellers; and

WHEREAS, APN 664-050-013 consisting of approximately 3.16+/- acres, as further described in Exhibit A (the "Property"), is within the Upper Mission Creek/Big Morongo Canyon Conservation Area of the Plan, containing biological resources such as important plant or wildlife habitat or hydrologic features, cultural resources, significant scenic attributes, and recreational options consistent with habitat values; and

WHEREAS, the owner has accepted a contingent offer for the Commission to purchase the Property at the fair market value determined by an appraisal; and

WHEREAS, acquisition of the Property would advance the goals and objectives of the Plan; and

NOW, THEREFORE, be it resolved that the Commission approves the purchase of the Property using the Land Acquisition Fund at the appraised fair market value of \$75,000, plus closing and transaction related costs estimated not to exceed \$3,500.00; and

FURTHER, the Commission hereby authorizes the Executive Director to negotiate and execute all necessary contracts and documents and take such other actions as necessary to effect the acquisition of the Property.

The foregoing Resolution was passed by the Coachella Valley Conservation Commission this 12th day of June 2025.

APPROVED:	
Gary Gardner	Tom Kirk
Chair	Executive Director

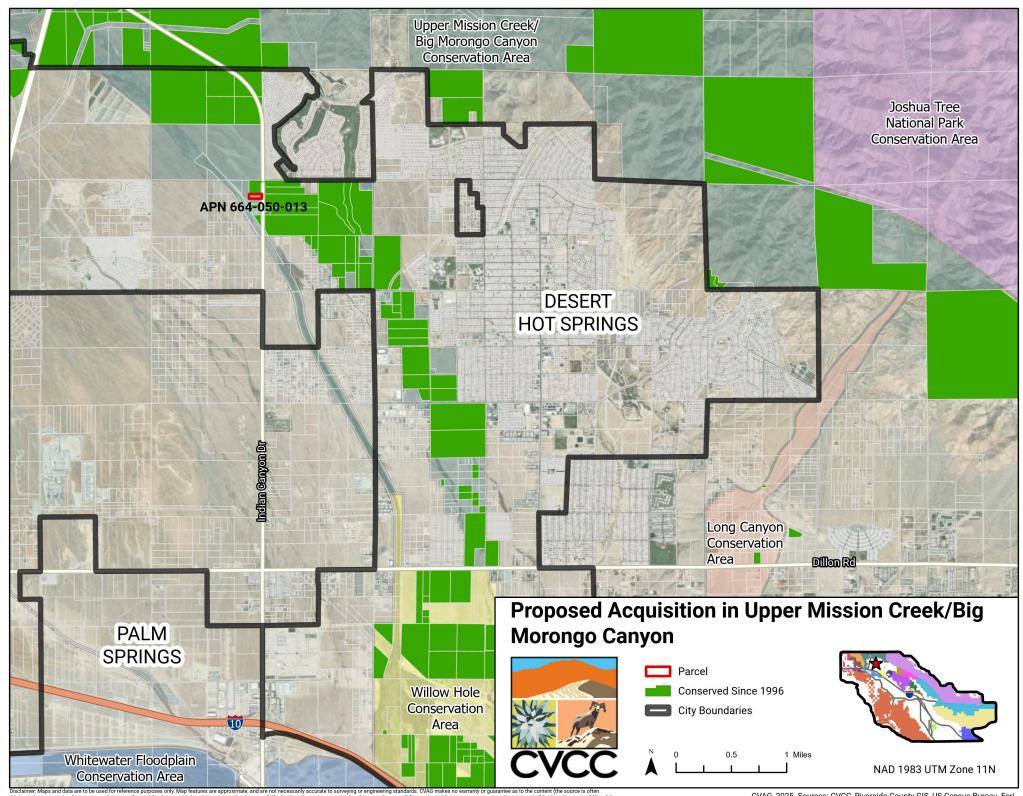
#### Exhibit A

#### Legal Description of Real Property to be Acquired

The land referred to herein is situated in the State of California, County of Riverside and described as follows.

SEC 27 TWN 02S RNG 04E Brief Description: 3.16 ACRES M/L IN POR NE 1/4 OF SEC 27 T2S R4E FOR TOTAL DESCRIPTION SEE ASSESSORS' MAPS.

APN: 664-050-13



## Coachella Valley Conservation Commission June 12, 2025



#### STAFF REPORT

Subject: Fiscal Year 2025-26 Draft Agency-Wide, Programs, and Individual Funds

Budget

Contact: Claude Kilgore, CVCC Auditor (ckilgore@cvag.org) and

Jiajing Cheng, Accountant (<u>icheng@cvag.org</u>)

<u>Recommendation</u>: Approve Resolution 2025-05 and adopt the CVCC Annual Budget for Fiscal Year 2025-26

**CVCC Finance Committee**: Concurred (Meeting of May 29)

<u>Background</u>: The CVCC Finance Committee has historically met to review the preliminary budget and provide feedback and comments that staff can include as the budget is finalized. This year's budget uses the same fiscally conservative budget approach that CVCC has always maintained. This includes use of grant funding wherever possible and the CVCC is expecting nearly \$840,000 thousand in grants for fiscal year 2025–26. Most of these grant funds will be allocated for management and monitoring activities, such as cleanup and abatement of reserve lands and monitoring of protected species. Additionally, the CVCC has been awarded a two-year Wildlife Connectivity Assessment for Interstate 10 and closely associated transportation infrastructure in the Banning pass. This represents the largest non-acquisition grant since the inception of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), funded by the California Department of Fish and Wildlife's 30×30 grant.

The Fiscal Year 2025-26 Budget estimates \$7 million for the purchase of land within the conservation areas of the CVMSHCP, an increase from previous years. The increase in the Land Acquisition budget accounts for specifically targeted parcels remaining in the Upper Mission Creek and Whitewater Floodplain where appraisals have been initiated due to willing sellers. These acquisitions target some of the few remaining parcels in these Conservation Areas which are crucial for maintaining Conservation Objectives and Rough Step compliance. CVCC revised its Acquisition Policy in the last year to provide greater flexibility in identifying targets in more rural areas in response to rising land costs near the urban-wildland interface where acquisition efforts have traditionally been concentrated. Parcels in these more rural areas will be appraised in Fiscal Year 2025-26 for the next round of targeted acquisitions.

The general and administrative budget estimates were sensitive to unknown and continued inflationary factors in the coming fiscal year. All overhead expenditures were evaluated line-by-line, and projected price increases were applied for fiscally conservative budgetary practices. The budget also anticipates continued investment in an Enterprise Resource Planning system (ERP) that CVAG is launching in July 2025 to overhaul and streamline its financial systems. The new ERP will allow CVCC to fully integrate its contracting, grants management, accounts payable/receivable, chart of accounts, and financial reporting systems. As the new system is implemented, staff will conduct a comprehensive reassessment and reconfiguration of the current Chart of Accounts for CVCC. Several accounting funds will be eliminated and converted to

projects or programs, or consolidated into other funds to better track revenues to expenditures and better align with the financial components of the CVMSHCP. This will enable more effective reporting and create a dynamic data set rather than the current linear structure. Staff expect these changes to be reflected in the Fiscal Year 2026-27 Budget, which will significantly differ from the current budget.

The Fiscal Year 2025-26 budget anticipates an Overall Agencywide deficit of approximately \$4 million for the Commission. This is mostly attributable to increased projected land acquisitions drawing down on available balances accumulated in previous years in the Land Acquisition Fund. This deficit is natural for an agency such as CVCC which invests in long-term assets using previously accumulated funds. The remaining balance in the Land Acquisition fund is projected to be about \$15 million at the end of the budgeted year. However, the increase in management and monitoring and overall operational costs is also causing a 2025-26 deficit of over \$600,000 in the Endowment Fund. This shortfall is challenging as the Endowment Fund is expected to grow each year to sustain the CVMSHCP through its full 75-year lifetime. CVCC staff continues to actively seek external funding sources and conduct analyses to address the gap left by key funding sources originally expected in the CVMSHCP, which were not fulfilled, such as the Eagle Mountain landfill.

At the May 29 meeting, CVCC presented the CVCC's draft budget for Fiscal Year 2025-26 to the CVCC Finance Committee and highlighted budget areas of significance. Based on the feedback and direction provided, staff has finalized the budget and is recommending it for adoption. The budget covers the period July 1, 2025 through June 30, 2026.

**Fiscal Analysis:** The fiscal analysis is included within the budget line items.

#### **Attachments**:

- 1. Resolution 2025-05
- 2. CVCC Draft Fiscal Year 2025-26 Budget

#### **RESOLUTION NO. 2025-05**

# A RESOLUTION OF THE COACHELLA VALLEY CONSERVATION COMMISSION CONFIRMING THE ADOPTION OF THE 2025-26 FISCAL YEAR ANNUAL BUDGET

WHEREAS, the 2025-26 fiscal year annual budget takes a fiscally conservative approach implementing the Coachella Valley Multiple Species Habitat Conservation Plan; and
WHEREAS, the State permit from California Fish and Game for the MSHCP/NCCP has been issued; and
<b>WHEREAS</b> , the Federal permit from the United States Fish and Wildlife Service for the MSHCP/NCCP has been issued; and
WHEREAS, this budget would cover the fiscal year July 1, 2025, through June 30, 2026.
NOW THEREFORE BE IT RESOLVED as follows:
<ol> <li>The Coachella Valley Conservation Commission adopts the 2025-26 Fiscal Year Annual Budget.</li> </ol>
PASSED AND ADOPTED, by the Coachella Valley Conservation Commission, County of Riverside, State of California on June 12, 2025.
Gary Gardner Tom Kirk Chair Executive Director





#### CVCC

City of Cathedral City
City of Coachella
City of Desert Hot Springs
City of Indian Wells
City of Indio
City of La Quinta
City of Palm Desert
City of Palm Springs
City of Rancho Mirage
County of Riverside
Coachella Valley Water District
Imperial Irrigation District
Mission Springs Water District



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#### From the Executive Director

#### TO THE HONORABLE MEMBERS OF THE COMMISSION

Riverside County Board of Supervisors; Mayors and City Council Members from the Cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage; and Members from the Mission Springs Water District, Coachella Valley Water District, and Imperial Irrigation District

JUNE 12, 2025

■ he Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) provides an innovative pathway to meet the requirements of federal and State endangered species laws while promoting enhanced opportunities for recreation, tourism, and job growth. As the agency responsible for implementing the Plan, the CVCC has made an impressive effort to meet the requirements of preserving more than 240,000 acres of open space and protecting 27 species. October 2025 will mark the 17th year of implementation since the state and federal permits were issued.

The MSHCP has offered a streamlined development permitting process to our member agencies, permittees, and developers in exchange for land conservation in 21 priority habitat conservation areas. CVCC provides the administrative oversight for coordinating funding from fee programs and the endowment for land acquisition, stewardship, and biomonitoring efforts over an area of approximately 1.1 million acres, which allows us to enhance and maintain biological diversity and ecosystem processes while safeguarding the desert's natural heritage for future generations.

The budget, presented here for your review and approval, reflects our commitment to the Permit requirements and sets the stage for how CVCC will continue to acquire, monitor, and steward our conservation lands in the future.

By the end of 2024, the CVCC and its partners have protected 104,451 acres throughout the reserve system, with reserve assembly just under 50% complete. As we continue to acquire property for habitat and conservation, and the number of acres

owned by the CVCC continues to grow, the staff time and expenses necessary to ensure effective management of these lands to achieve conservation goals increase. This ongoing challenge of higher management costs requires us to be creative in planning long-term partnerships and cost-effective strategies for the future. This year, we plan to implement a Nexus Study for Local Development Mitigation Fees alongside one for the TUMF fees for CVAG. We continue to rely on the Coachella Valley Association of Governments to provide staffing, allowing the CVCC to limit overhead costs for administration and finance. In the last couple of years, CVCC also created a dedicated team to address the biological monitoring and land management needs of the MSHCP. This staffing arrangement has long proven efficient and successful and was recently used as a model for our counterparts in western Riverside County when they consolidated their resources with the Riverside County Transportation Commission.

CVCC continues to strengthen our existing partnerships with local non-profits and other organizations this year, including Friends of the Desert Mountains, Oswit Land Trust, UC Riverside, The Living Desert, and Southern California Mountains Foundation-Urban Conservation Corps. These partnerships help ensure we have resources for the ever-increasing land management responsibilities and educational outreach that come with managing lands on the wildland-urban interface. Management of invasive species, such as tamarisk, Saharan mustard, fountain grass, and stinknet, continues to be a priority, as is active mesquite restoration in reserve lands.

With the completion of the La Quinta Peninsular bighorn sheep fence last year, CVCC has approximately 20 miles of existing fencing and signage that need to be actively monitored and managed. Management of assets such as fencing, signage, and boulders to control illegal activity and development of trailheads and interpretational materials to promote positive recreational use continue to be priorities in the coming fiscal year. CVCC lands have been vulnerable to encampments, illegal dumping, shooting, and off-highway vehicle use. I appreciate that the Commission has found creative solutions to this, including the recent partnership with the Coachella Valley Desert and Mountains Recreation and Conservation Authority (CVDMRCA) to utilize resources from Desert Recreation District to repair and maintain existing fencing, signage, and boulders on CVCC lands as well as remove illegal dumping debris. This partnership will continue to be valuable as we implement our newest CalRecycle grant; CalRecycle awarded CVCC \$500,000 to clean up and abate illegal dumping and vehicles at 15 sites in and around Desert Hot Springs. Our partnerships also continue with local law enforcement, including Desert Hot Springs Police, the CVDMRCA, and the Coachella Valley Mountains Conservancy, as we work to launch a ranger cadet training program this fiscal year and hire four new rangers to patrol areas of high vandalism and illegal activity.

Biological monitoring activities continue to gather important data on covered species, including tracking Peninsular bighorn sheep use patterns around the recently completed La Quinta fence, initiating studies for the genetic analysis of small mammals, and remote tracking of wildlife migration patterns through the Coachella Valley using technological innovations, and assessing connectivity under Interstate 10. The information gathered through the biological monitoring program helps to better manage reserve lands and ensure the survival of the 27 plant and animal species the Plan

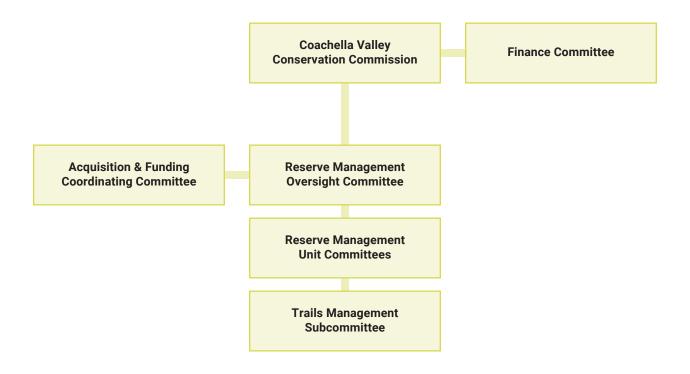
is charged with protecting. Additionally, CVCC will continue to implement the 30×30 grant program, which will proactively identify threats to connectivity and complete connectivity design recommendation options for future Caltrans and County projects along the Banning Pass section of Interstate 10 within Riverside County.

We are also looking for opportunities to secure state funding for much-needed stewardship funds. While we've utilized opportunities under state bonds such as Propositions 1, 84, and 68 for land acquisition and larger capital projects in the past, state and federal resources are not currently designed to provide long-term funding opportunities for management or stewardship of conservation lands over time, which will continue to be an ongoing challenge as the State attempts to meet federally-mandated conservation acquisition goals. You have my commitment to look for creative, cost-saving solutions, including working with CVAG on the current redesign of Indian Canyon's low-water crossing to make sure we balance the frustrating closures from flooding and blowsand while maintaining the sand transport that is critical for fringed toe lizards and other species. We will also continue to look for the most cost-effective opportunities to ensure the CVCC protects all its properties as key habitat areas for the species and habitats protected under the Plan.

CVCC's origins stem from CVAG's own commitment to protecting the environment. The work the Commission accomplishes will ensure these generations of Coachella Valley residents can also enjoy these natural resources.

Tom Kirk **Executive Director** Coachella Valley Conservation Commission

# **CVCC**Policy Committee Structure



#### Fiscal Overview

The Fiscal Overview provides a detailed overview of the Coachella Valley Conservation Commission's accounting funds and program descriptions for fiscal year 2025–26. It covers various funds such as the Management & Monitoring Fund, General Administration Fund, Land Acquisition Fund, and several endowments, highlighting their revenue sources, expenditures, and specific conservation initiatives.

#### Management & Monitoring Fund

The Management & Monitoring Fund of the Coachella Valley Conservation Commission (CVCC or Commission) includes revenue and expenditures associated with implementing the land management and biological monitoring programs for the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). These programs are supported by revenues provided by Local Development Mitigation Fees (LDMF) and by various agencies, including the Coachella Valley Association of Governments (CVAG), Coachella Valley Water District (CVWD), Imperial Irrigation District (IID), Mission Springs Water District (MSWD), and the California Department of Transportation (Caltrans) to support implementation and the Endowment. Grants and other funding supplement these contributions when available.

A mix of CVAG staff and numerous consultants administers the management and monitoring programs. The coordination of biological monitoring and land management programs is overseen by the Director and supported by a Program Manager, a Management Analyst, and a Program Specialist. The Management Analyst supports the management and monitoring priorities of the CVCC and works closely with partner agencies to complete tasks outlined in the Annual Work Plan as approved by the Commission. CVCC also shares costs with CVAG for a mapping and database management analyst and a staff member to process and manage Local Development Mitigation Fee collections. A Conservation Ranger Coordinator was in August of 2024 to develop a ranger program and ordinance for enforcement on CVCC and partner agency conservation lands. This position is primarily funded through a grant from the Coachella Valley Mountains Conservancy's Climate Resiliency and Community Action Program through fiscal year 2027–28.

Other monitoring and management tasks are completed through contracts with consultants from research institutions, including the University of California Riverside's Center for Conservation Biology (UCR), Southern California Mountains Foundation's Urban Conservation Corps (UCC), The Living Desert, and the University of California Davis, along with other consultants as needed. In 2025-26, CVCC plans to continue studying the aeolian sand species and focused surveys on small mammal and burrowing owl conservation genetics. Several studies will be implemented through the California Department of Fish and Wildlife's (CDFW) Local Assistance Grants and its Natural Community Conservation Planning (NCCP) 30×30 Grant. These include a detailed analysis of corridor undercrossings beneath Interstate 10 and establishing two new grant agreements. One agreement will fund Motus towers, a collaborative network of automated radio telemetry towers that enable simultaneous tracking of numerous small flying animals, such as birds, bats, and large insects, across multiple spatial scales. The second Local Assistance Grant will support the genetic analysis of small mammals at undercrossings along Interstate 10.

Agreements with the City of Desert Hot Springs Police Department and with the Coachella Valley Desert and Mountains Recreation and Conservation Authority will continue to provide enforcement to better manage illegal activity on conservation lands and support the objectives of the Land Management Program. The budget allocates funding for training in collaboration with UCC and Desert Recreation District to initiate the first cadre of four part-time ranger cadets starting in the spring of 2026.

As the number of acres owned by the CVCC continues to grow, the staff time and expenditures necessary to ensure effective management of these lands to achieve conservation goals increase. CVCC continues to acquire property for habitat and conservation, and staff anticipates additional resources and higher management costs will need to be included in this budget and future budgets. Management of illegal dumping, camping, off-road vehicles, and dogs in areas in which they are a threat are primary

concerns on reserve lands. This year's budget includes equipment needs, including patrol trucks and off-road vehicles for remote areas to support enforcement. CVCC's Land Management Program Specialist inspects assets and monitors land management needs on CVCC parcels. Management of assets such as fencing, signage, and boulders to control illegal activity and development of trailheads and interpretational materials to promote positive recreational use continue to be priorities in 2025–26. As part of the ongoing effort to streamline operations this year, CVCC will continue to upgrade the ArcGIS Online database and integrate the asset database into the Electronic Asset Management system that CVAG has brought on board for programs such as CV Link and CV Sync.

#### General Administration Fund

The General Administration Fund includes the expenses related to the administration of the CVMSHCP. The primary source of revenue for this fund is fees on the importation of waste into landfills in Riverside County, which are commonly called "tipping fees," as well as investment income. CVAG provides administrative and project staff through a contract with CVCC. This fund supports many of the costs of the CVAG contract, including personnel costs of direct CVCC staff and support staff like accounting, contracts and procurement, clerking, graphic design, and executive leadership. Other expenses supported by this fund include general liability insurance, meeting attendance stipends for CVCC members, legal counsel, and most other general and administrative expenses that do not directly tie to specific fund/cost-center, such as project review and consultation for projects undertaken or otherwise authorized by CVMSHCP Permittees.

The agreement with CVAG has been amended several times over the years, most recently in an amendment approved by the CVCC and the CVAG Executive Committee in June 2023. The amended agreement sets a not-to-exceed contract amount based on the annual budget. The updated agreement to the CVAG/CVCC staffing arrangement aimed to simplify language to be consistent with similar arrangements and included automatic renewals with the option for either party to cancel the agreement with due notice as well as updating the not-to-exceed amount each year based on the adopted budgets by CVAG and CVCC. The budget also includes conference and staff training and contributions to the National Habitat Conservation Plan Coalition and the

California Habitat Conservation Planning Coalition for their assistance with CVMSHCP funding and implementation issues. CVAG/CVCC staff are focused on securing long-term funding to support, maintain, manage, monitor, and operate the CVMSHCP, particularly as staff costs rise due to ongoing management and monitoring requirements. In the spring of 2024, staff met with the CVCC Finance Committee to discuss the potential of membership contributions to help offset increasing costs. Other alternative funding sources were outlined at the meeting, as detailed in Section 5.0 - Costs of and Funding for Plan Implementation of the CVMSHP, including establishing a parcel tax or benefit assessment districts. These discussions were paused in anticipation of reinstating tipping fees from the Coachella/ Indio Waste Transfer Authority, a primary funding source for CVCC operations. These tipping fees have recently been reinstated, addressing some funding gaps. Looking ahead to 2025-26, CVCC/CVAG staff plan to continue seeking external funding sources and may revisit these discussions with the Finance Committee as the year progresses, depending on the availability of external funding options for longterm sustainability.

#### Land Acquisition Fund

The Land Acquisition Fund supports the acquisition of lands by the CVCC on behalf of the Local Permittees to meet the goals of the CVMSHCP. Land acquisition expenditures include the purchase price of property acquired from willing sellers and costs associated with acquisition (appraisals, title, closing costs), land improvement costs (fencing, clean-up), and administrative costs for the land acquisition program. The land acquisition program is mainly supported by the Local Development Mitigation Fee and regional infrastructure mitigation contributions. The CVCC continues to contract with the Coachella Valley Mountains Conservancy to manage land acquisitions. A portion of the Land Acquisition Fund is used for CVCC staff costs, including a Program Specialist II - Fee Compliance, whose position is split with CVAG, and administrative expenses related to land acquisition.

The Land Acquisition Fund balance includes a mix of LDMF and non-LDMF Agency Mitigation Fees from agencies such as CVAG and Caltrans, as further described in the Budget Overview. In some fiscal years, expenditures exceed revenues based on land acquisition activities.

#### MSHCP Endowment

An endowment has been established to fund the Biological Monitoring Program and the Land Management Program, including adaptive management, in perpetuity. This Endowment is created through contributions from various agencies related to the mitigation of covered activities. For five years, beginning with permit issuance, CVWD contributed about \$3,5 million, and IID contributed \$525 thousand to the Endowment Fund for a total of about \$4.1 million. CVWD and IID completed their mitigation contributions in 2012–13. MSWD completed its mitigation contribution of \$350 thousand in September 2020. CVAG has contributed nearly \$9 million to the Endowment since the inception of the CVMSHCP.

#### Coachella Valley Fringe-Toed Lizard Endowment

The CVMSHCP calls for CVCC to assume responsibility for the Coachella Valley Fringe-toed Lizard (CVFTL) endowment, "... which will be incorporated into the MSHCP endowment and earmarked to ensure funding for the Monitoring and Management of the CVFTL and its associated habitat in perpetuity." The Center for Natural Lands Management has been responsible for managing the CVFTL Endowment under the CVFTL Habitat Conservation Plan since The Nature Conservancy transferred that responsibility to them in January 2000. The CVFTL Habitat Conservation Plan was subsumed into the CVMSHCP in October 2008. In May 2009, CNLM informed CVCC of its intent to retain the CVFTL endowment.

#### Management Contingency Fund

Section 8.2.4.2 of the CVMSHCP identifies that CVCC will establish a \$5 million management contingency fund as a subset of the Monitoring and Management Program. The purpose of this fund is to provide the ability to address immediate and/or large-scale Monitoring and Management Program needs on Permittee lands. The process for determining how funds will be used is described in Section 8.2.4.2. The Management Contingency Fund was established and used to pay for the Peninsular Bighorn Sheep Fence, with relevant operating transfers into the Management & Monitoring Fund to cover project expenditures. The fence was completed in March 2024 and reduced the Management Contingency fund balance to approximately \$2.25 million at the end of 2023-24. The fund now continues to grow from investment income.

#### Travertine Point Monitoring Fund

Travertine Point is a proposed project near the Riverside-Imperial County line planned for future development. Through an agreement between CVCC and the Sierra Club, a fund has been established for CVCC to develop and administer an ongoing monitoring program related to protecting cultural resources and other sensitive resources on parcels adjacent to the Travertine Point project. The project developers are required to construct a barrier to protect these resources when the project goes forward. This fund is to be used by CVCC to develop and administer an ongoing monitoring program to ensure the barrier is properly maintained. The fund includes an initial \$500 thousand from the project developer, which was used to establish the Travertine Point Monitoring Fund. All returns on investment are retained in the fund.

#### In-Lieu Fee Program

CVCC is the Program Sponsor for the United States Army Corps of Engineers (USACE) In-Lieu Fee Program (ILFP), which allows organizations that need to mitigate unavoidable impacts to the Waters of the U.S. resulting from activities authorized under the Clean Water Act to do so by paying a fee to CVCC. Using these fees, CVCC has plans to implement habitat restoration or acquisition projects that are pre-approved as mitigation by USACE. The costs of these projects, including endowment, contingency, planning, and staff time, are paid from the In-Lieu Fee Program.

An Enabling Instrument (EI) for an in-lieu fee program was developed in 2014 to provide mitigation opportunities for impacts on the Waters of the United States. Such impacts are authorized by the United States Army Corps of Engineers (USACE) and the Colorado River Basin Regional Water Quality Control Board (RWQCB) through their implementation of the Clean Water Act (CWA).

The intention in sponsoring an ILF program was to complement the conservation objectives of the Plan by providing opportunities to conduct ecological uplift beyond the CVMSHCP's requirements. The CVMSHCP does not provide for the restoration of degraded aquatic resources like wetlands and riparian systems (except for limited removal of tamarisk and acquisition of intact habitat), so the ability to rehabilitate and reestablish such systems would provide "value added" to the habitat conservation goals of the CVMSHCP, and potentially enable acquisition of seriously disturbed lands like



former hunting clubs to create habitat. CVCC anticipated most of its project sites would be within the Coachella Valley Stormwater Channel and Delta and Dos Palmas Conservation Areas.

Upon its establishment, CVCC's ILFP was granted 50 advance credits to generate seed funding for future project sites. CVCC had sold a total of 12.87 advance credits for the ILF program, and funds were held in the separate In-Lieu Fee Fund before USACE notified CVCC in June 2022 that it would be suspending its ability to sell credits, given the lag time between the initial credit sale and the approval of any restoration activities.

Environmental and ecological challenges beyond CVCC's control, in addition to the foundational issue of the region's ecological suitability and significant administrative hurdles in coordinating with the relevant regulatory agencies, provided CVCC with challenges that threatened compatibility with the CVMSHCP. In November 2022, the CVCC approved the closure of the ILFP. Staff will continue to administer the ILF program until it has satisfied its mitigation obligation for the outstanding advance credits.

#### Casey's June Beetle HCP Endowment

Casey's June beetle was listed as a federally endangered species in 2011 due to threats posed by the development of its habitat, habitat fragmentation, and degradation. They have restricted ranges and are adapted to specialized habitats and soil types on 800 acres found within Palm Springs. It was not listed as a Covered Species under the Coachella Valley Multiple Species Habitat Conservation Plan, so a separate Habitat Conservation Plan had to be developed with the U.S. Fish and Wildlife Service.

The Casey's June Beetle Habitat Conservation Plan was completed in 2017 to permit incidental take of the endangered Casey's June Beetle to the Coachella Valley Association of Governments (CVAG) to

develop CV Link, a valley-wide active transportation project. CVAG made an initial deposit to fund the Endowment of around \$160 thousand for the implementation of the initial habitat restoration and the long-term management, enhancement, and monitoring activities on habitat lands. CVCC will hold the conservation easement and manage a dedicated trust account with the non-wasting Endowment to ensure long-term funding for the management of the project lands.

#### **Future Accounting Changes**

CVAG/CVCC personnel have been diligently engaged in selecting and implementing a new enterprise resource planning (ERP) system over the past few years. The new ERP system, Oracle's NetSuite for Government, is projected to be fully operational in 2025–26. This system will facilitate CVCC's comprehensive integration of contracting, accounts payable and receivable, timekeeping, and financial transaction and reporting functions across all accounting funds.

As the new system is implemented, staff will conduct a comprehensive reassessment and reconfiguration of the current Chart of Accounts for CVCC. Several accounting funds will be eliminated and converted to projects or programs, or consolidated into other funds to better track revenues to expenditures and better align with the financial components of the CVMSHCP. This will enable more effective reporting and create a dynamic data set rather than the current linear structure. Staff expect these changes to be reflected in the 2026-27 budget, which will significantly differ from the current budget. These modifications will conform with recommendations and best practices from the Governmental Accounting Standards Board, resulting in a substantially different budget presentation.

### **Budget Overview**

#### REVENUES

#### **Tipping Fees**

Approximately \$325 thousand is projected to be received again from the County of Riverside Waste Management Department for its annual contribution. Pursuant to the agreement executed on May 24, 2005, the County will pay \$1 per ton of the tipping fees generated by Coachella Valley waste received at the County's landfills. Tipping fees from the Coachella/Indio Waste Transfer Station Joint Powers Authority (C/I WTS) have not been received since June 19, 2021, with an average of \$14 thousand per month in arrears.

CVCC staff has worked extensively with the C/I WTS to address the tipping fees in arrears and ensure the prospective fee collection. In September 2024, the C/I WTS voted to authorize using their reserves to pay the amount in arrears. In December 2024, CVCC staff invoiced the C/I WTS for tipping fees in arrears between June 2021 and October 2024 for about \$560 thousand. In May 2025, CVCC staff will invoice another \$100 thousand to the C/I WTS for the period beginning December 1, 2024, and extending through June 30, 2025. This will bring the fiscal year 2024-25 total to about \$660 thousand. Now that that fees have been reinstated, about \$130 thousand has been budgeted from the C/I WTS in 2025-26. Unfortunately, local tipping fees are generating far less than originally anticipated at Plan formation, and alternate funding sources continue to be evaluated by CVCC staff.

#### **Agency Mitigation Fees**

When the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP or Plan) was drafted, it was determined that the Coachella Valley Association of Governments (CVAG) would contribute \$30 million in funds toward the Plan. CVCC is budgeting for CVAG to contribute an additional \$500 thousand total in 2025-26 to the Endowment fund, which will bring its total contribution to the Endowment to over \$9 million, in addition to over \$16 million previously provided for land acquisition.

CVCC also receives land acquisition revenues from transportation and utility providers through agency mitigation fees. These fees are remitted to CVCC as projects and funds are programmed by the implementing agency. CVCC has negotiated a new Advanced Mitigation agreement with the California Department of Transportation (Caltrans) that will increase revenue into the Endowment fund by roughly \$275 thousand in 2025-26. This agreement with Caltrans will generate about \$1.220 million in land acquisition revenue. In conjunction with the associated endowment funds described above, these funds provide for the acquisition and long-term management of conservation property. CVCC prioritizes these monies for large acquisitions or parcels with known management issues that would immediately benefit from the dedicated endowment funding.

#### **Development Mitigation Fees**

CVCC has approved a 2.03% increase to the Local Development Mitigation Fee (LDMF) in 2025-26 because of inflation. LDMF is assessed on all development on previously undisturbed lands, with varying rates based on land use: commercial and industrial development is charged per acre, while residential development is charged based on dwelling unit density.

Development trends in the Coachella Valley have been cooling since an initial surge post-pandemic, including in residential development, which has historically provided the bulk of fee dollars received. Lack of infrastructure, especially electrical utility connections, has stymied multiple major residential projects locally, but across the nation, high interest rates have driven down demand, while a continued labor shortage impacts housing supply. Global economic uncertainty regarding the costs of construction materials and labor availability may further contribute to depressed levels of development both nationwide and here in the Coachella Valley. As a result, CVCC staff predict residential buildout will either remain the same or slightly decrease compared to the previous year.

State priorities to promote infill development over sprawl through incentivizing new housing in already built-out areas may also impact LDMF revenues collected from such development, although these incentives have not always proved efficacious in the Coachella Valley. Developers are increasingly looking at the Coachella Valley as a candidate for large-scale warehouses, fulfillment centers, and other logistics industry facilities; the massive footprint required by these facilities, coupled with their sitting away from existing development, may result in substantial, one-time influxes in revenue. Nonetheless, residential and industrial development patterns tend to be erratic, and CVCC is therefore making a conservative projection of LDMF revenues, assuming stagnant development with a minor adjustment for inflation. This results in a budgeted amount of approximately \$2.575 million in total LDMF revenue, of which about \$2.140 million is allocated specifically for the Land Acquisition Fund and \$440 thousand in LDMF revenue for the Management & Monitoring Fund.

#### **Grants**

CVCC expects to receive grants totaling about \$150 thousand in the form of Local Assistance Grants from the California Department of Fish and Wildlife (CDFW) to assist in the management and monitoring portion of the Plan. CVCC is also the recipient of a \$500 thousand grant from CalRecycle for cleanup and abatement of reserve lands, of which around \$270 thousand is expected in 2025-26. The Coachella Valley Mountains Conservancy's Climate Resiliency and Community Access (CRCA) Program to fund a Law Enforcement Management Analyst position through 2027-28 and anticipates receiving \$125 thousand for 2025-26. Additionally, the two-year Wildlife Connectivity Assessment for Interstate 10 and Closely Associated Transportation Infrastructure in the Banning Pass was awarded to the CVCC, representing the largest non-acquisition grant since the inception of the CVMSHCP, from CDFW 30×30 implementation. Roughly \$300 thousand is budgeted for receipt in 2025-26. Another \$150 thousand in revenue is budgeted to cover Motus tower array costs and small mammal genetics. Total grants expected for 2025-26 are nearly \$840 thousand. CVCC is not expecting any federal or state grants for land acquisition in 2025-26, although it does expect additional agency mitigation fees.

#### Investment Income

As investment income in the form of interest revenue affects all CVAG cost-centers/funds that maintain a fund balance, it is an important budgetary consideration. Lower interest rates generally mean

less investment income for CVAG. According to the Chicago Mercantile Exchange Group's FedWatch Tool, target rate probabilities indicate a strong likelihood of rates between 3.00% and 3.50% by the end of fiscal year 2025–26, indicating a decrease from 2024-25 yields. Given this and many other unknowns, CVAG has used fiscally conservative budgeting techniques to account for a potential decrease in investment income in 2025–26 compared to fiscal year 2024–25.

#### EXPENDITURES

#### CVAG Administrative Reimbursement

The administration & land management reimbursement to CVAG is expected to be approximately \$1.693 million in 2025–26. This amount for the administration contract with CVAG is derived from projected staffing salaries, benefits, administrative overhead, and certain direct costs procured using a purchasing card as developed in CVAG's 2025–26 budget. In 2023–24, the Commission approved an updated agreement to the CVAG/CVCC staffing arrangement, which simplified language to be consistent with similar arrangements and now includes automatic renewals with the option for either party to cancel the agreement with due notice as well as updating the not-to-exceed amount each year based on the adopted budgets by CVAG and CVCC.

The 2025-26 budget anticipates continued investment in the implementation of an enterprise resource planning (ERP) system through CVAG, allowing CVCC to fully integrate its contracting, grants management, accounts payable/receivable, chart of accounts, and financial reporting in the new system, Oracle NetSuite for Government. The upfront costs and investment in this ERP system include many one-time costs, such as ERP implementation consultants, support from the Oracle project team, and temporary staffing to help those implementing the project. The total budgeted direct costs allocated for these efforts from CVAG to CVCC are only about \$35 thousand for 2025-26. These costs will be eliminated once implementation is complete, as projected in early calendar year 2026. Given that CVCC can utilize CVAG resources for the implementation, the overall costs for this needed software are much less than had CVCC procured and implemented a new ERP system on its own.

In 2023-24, CVAG implemented a new performance management system encompassing its staff

assigned to CVCC. The new system establishes a link between annual reviews and merit increases by eliminating the former Step-Pay approach, which generally saw 5% salary increases across the board, and replacing it with a Merit-Pay structure based on an open salary range philosophy with variable percentage salary increases each year for each employee based on performance. In the 2025-26 budget, salary increases, including those for promotions, averaged about 4 percent. A Cost-of-Living Adjustment of 2.9% is also included for all staff. Total 2025-26 personnel costs from CVAG are budgeted at approximately \$1.72 million.

The 2025-26 CVAG administrative reimbursement also includes overhead expenditures like office rent and utilities, office supplies, employee mileage, travel and training, accounting, and other professional services, in addition to direct costs like fence repair equipment, storage space rent, and other items that are used by CVCC staff through a purchasing card. The overhead budget estimates were sensitive to unknown and continued inflationary factors in the coming fiscal year. All overhead expenditures were evaluated line-by-line, and projected price increases were applied for fiscally conservative budgetary practices.

The budgeted CVAG administrative reimbursement per CVCC accounting fund is broken out approximately as follows: \$132 thousand of the cost is projected for the Land Acquisition Fund, \$873 thousand is reported in the General Administration Fund, \$677 thousand is reported in the Management & Monitoring Fund, \$11 thousand is reported in the In-Lieu Fee Fund. By maintaining the administrative relationship with CVAG, the Commission will continue to benefit from lower operational costs compared to operating independently because they are spread across the broad number of programs managed by CVAG.

#### Land Acquisition Costs

The 2025-26 budget estimates \$7 million for the purchase of land within the conservation areas of the CVMSHCP. The increase in the Land Acquisition budget accounts for specifically targeted parcels remaining in the Upper Mission Creek and Whitewater Floodplain where appraisals have been

initiated due to willing sellers. These acquisitions target some of the few remaining parcels in these Conservation Areas which are crucial for maintaining Conservation Objectives and Rough Step compliance. CVCC revised its Acquisition Policy in the last year to provide greater flexibility in identifying targets in more rural areas in response to rising land costs near the urban-wildland interface where acquisition efforts have traditionally been concentrated. Parcels in these more rural areas will be appraised in 2025-26 for the next round of targeted acquisitions.

Since 2008, the Coachella Valley Mountains Conservancy (CVMC) has helped manage CVCC's land acquisitions. CVMC supports the CVCC in determining acquisition priorities, identifying purchase opportunities, reviewing bids, assisting with contracts, conducting site inspections, managing title and escrow, tracking funds, handling conservation databases, and coordinating available federal funding. The 2025-26 budget allocates \$88 thousand for land acquisition costs to the CVMC.

#### Management and Monitoring Costs

As the acreage of land acquired and overseen by the Commission increases each year, so do the costs of management and monitoring activities on these lands. The 2025-26 budget assumes various expenditures for vital management and monitoring work such as biological monitoring for various protected species, small mammal trapping and genetic monitoring, mesquite restoration, law enforcement services from the City of Desert Hot Springs, support from ranger cadets, RV abatement and removal, waste removal and disposal fees, fee automation, and database management for about \$1.425 million.

About \$430 thousand has been budgeted for capital outlay such as fencing and trails, off-highway vehicles, trailers and patrol trucks, and equipment like that for the Motus tower array.

As highlighted in the Grants discussion above, nearly \$840 thousand is expected in grant revenue to offset some of these costs.

#### Transfers In/Out

The \$1.2 million Operating Transfer Out of the Endowment Fund and Transfer In for the



Management & Monitoring Fund is calculated such that the Management & Monitoring Fund's Ending Fund Balance of about \$434 thousand is equal to the Fund's budgeted Development Mitigation Fees of \$438 thousand less the Fund's Administrative Fees of roughly \$4 thousand. For US GAAP financial statement reporting purposes, the General Administration and Endowment funds are combined vet presented separately in the budget. A transfer from the Endowment Fund to the General Administration Fund is estimated to be around \$600 thousand to bring the General Administration Fund balance to \$0 for 2025-26.

#### ADDITIONAL COMMENTS

CVCC's budget is unlike most agencies' budgets

#### **Operating Transfers**

Operating transfers constitute cash transfers from a fund receiving revenues to a fund through which expenditures will be or have already been made.

Fund Transfer Out	Fund Transfer Out Fund Transfer In					
10 - Endowment	20 - General Administration	\$599,470				
10 - Endowment	50 - Management & Monitoring	\$1,235,103				
Total Operating Tra	Total Operating Transfers					

mainly because CVCC does not have employees and an office space, where fixed costs are present. With no employees or office space of its own, CVCC's budget will not show any personnel expenditures (e.g., salaries and benefits) or overhead expenditures (e.g., office space). The administration of the

Commission is provided via contract by CVAG, as identified above.

The Management & Monitoring program is funded in part by 17% of the LDMF fees, with the remainder of funding and the funding of the General Administration program fully or partially funded by the Endowment in 2025-26 and all future years. As CVCC continues to acquire land, the costs associated with management and monitoring will continue to rise.

The 2025-26 budget anticipates an Overall Agencywide deficit of approximately \$4 million for the Commission. This is mostly attributable to increased projected land acquisitions drawing down on available balances accumulated in previous years in the Land Acquisition Fund. However, the increase in management and monitoring and overall operational costs is also causing a 2025-26 deficit of over \$600 thousand in the Endowment Fund. This shortfall is daunting as the Endowment fund is expected to grow each year to sustain the CVMSHCP through its full seventy-five-year lifetime.

CVCC continues to actively seek external funding sources and conduct analyses to address the gap left by key funding sources originally expected in the CVMPSHCP, which were not fulfilled, such as the Eagle Mountain landfill. However, if such external funding is not ascertained, Section 5.0 - Costs of and Funding for Plan Implementation of the CVMSHP, allows for the establishment of a parcel tax or benefit assessment districts, among other funding items. CVCC staff anticipate resuming discussions with the Finance Committee and Commission regarding the need for additional funding sources during 2025-26 and, perhaps, revisiting the concept of membership contributions as a more immediate form of relief until other viable and long-term funding sources are identified.

#### **Overall Agency Summary**

The Overall Agency Summary Report summarizes the fiscal year 2025–26 proposed budget. This report compares the proposed budget with the year-end revenue and expenditure estimates for 2024–25, the adopted budget for 2024–25, and the audited financial statements for 2023-24.

	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024–25 Yr. End Est.	FY 2025-26 Budget
Beginning Fund Balance	\$ 40,042,337	\$ 40,193,380	\$ 40,385,764	\$ 41,354,395
Revenues / Funding Source	\$ 6,257,439	\$ 7,496,296	\$ 7,824,142	\$ 7,125,267
Project Reviews	_	-	\$ 5,820	\$ 6,000
Coachella/Indio Waste Transfer Tipping Fees	_	-	\$ 660,895	\$ 132,000
County Tipping Fees	\$ 341,757	\$ 300,000	\$ 300,000	\$ 325,000
Development Mitigation Fees	\$ 3,283,669	\$ 3,139,062	\$ 2,526,186	\$ 2,577,467
Agencies Mitigation Fees	\$ 579,390	\$ 2,079,300	\$ 2,000,024	\$ 2,000,000
Friends of the Desert Mountains	-	\$ 18,000	-	\$ 18,000
Other Revenue	\$ 19,911	\$ 110,857	\$ 43,752	\$ 103,000
Advertising Revenue	\$ 8,342	\$ 3,500	\$ 10,920	\$ 10,442
Gain (Loss) in Investments	\$ 375,305	-	-	-
Grants	\$ 25,611	\$ 721,238	\$ 603,985	\$ 838,509
Investment Income	\$ 1,623,453	\$ 1,124,339	\$ 1,672,561	\$ 1,114,850
Expenditures / Expenditure	\$ 5,914,012	\$ 7,330,770	\$ 6,855,512	\$ 11,167,269
Land Management Costs	\$ 240,081	\$ 288,500	\$ 514,523	\$ 1,186,630
Land Acquisitions	\$ 2,872,963	\$ 3,967,000	\$ 3,922,534	\$ 7,088,674
LDMF Admin Fee	\$ 32,229	\$ 31,391	\$ 25,262	\$ 25,775
CVAG Admin Reimbursement	\$ 1,191,199	\$ 1,683,141	\$ 1,680,736	\$ 1,692,586
Miscellaneous	-	-	\$ 1,082	\$ 1,200
Memberships	-	-	\$ 10,000	\$ 15,000
Office Operations	\$ 24,246	\$ 59,752	\$ 30,279	\$ 38,020
Meeting Attendance Stipends	\$ 7,582	\$ 12,967	\$ 11,672	\$ 13,160
Employee Travel or Training	-	-	-	\$ 20,500
Professional Services	\$ 401,940	\$ 1,278,020	\$ 599,756	\$ 615,424
Capital Outlay	\$ 1,143,772	\$ 10,000	\$ 59,667	\$ 470,300
Operating Transfers	-	-	-	_
Operating Transfers Out	\$ 1,282,483	\$ 1,360,216	\$ 853,351	\$ 1,834,573
Operating Transfers In	(\$ 1,282,483)	(\$ 1,360,216)	(\$ 853,351)	(\$ 1,834,573)
Net Excess (Deficit)	\$ 343,427	\$ 165,526	\$ 968,631	(\$ 4,042,001)
Ending Fund Balance	\$ 40,385,764			

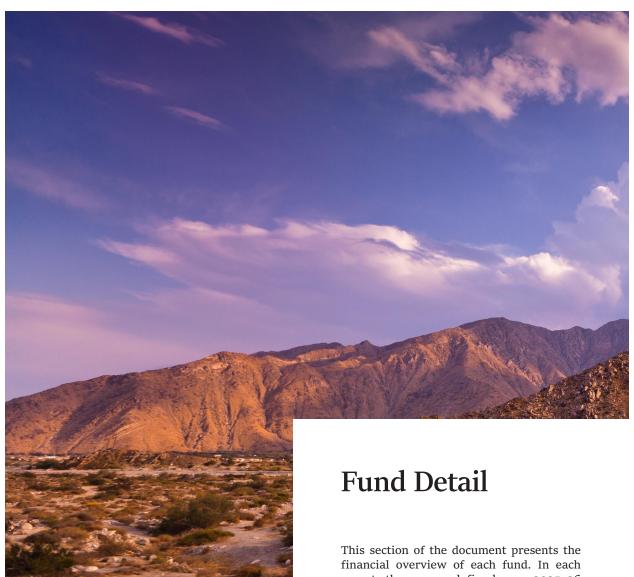
#### **Budget By Programs**

An overview of the financial activities anticipated in each program for fiscal year 2025–26.

	Endowment	General Administration	Land Acquisition	Lizard Endowment
Beginning Fund Balance	\$ 16,597,478	-	\$ 18,654,433	\$ 365,007
Revenues / Funding Source	\$ 1,218,341	\$ 463,000	\$ 4,025,449	\$ 9,985
Investment Income	\$ 440,593	-	\$ 560,900	\$ 9,985
Grants	-	-	-	-
Project Reviews	-	\$ 6,000	-	-
Coachella/Indio Waste Transfer Tipping Fees	-	\$ 132,000	-	-
County Tipping Fees	-	\$ 325,000	-	-
Development Mitigation Fees	-	-	\$ 2,139,298	-
Agencies Mitigation Fees	\$ 777,748	-	\$ 1,222,252	-
Friends of the Desert Mountains	-	-	-	-
Other Revenue	-	-	\$ 103,000	-
Advertising Revenue	-	-	-	-
Expenditures / Expenditure	\$ 1,834,573	\$ 463,000	\$ 7,460,950	-
Non-Personnel	-	\$ 1,062,470	\$ 7,460,950	-
Capital Outlay	-	-	\$ 40,000	-
Professional Services	-	\$ 127,924	\$ 125,000	-
Employee Travel or Training	-	-	-	-
Meeting Attendance Stipends	-	\$ 13,160	-	-
Office Operations	-	\$ 33,520	-	-
Land Management Costs	-	-	\$ 53,000	-
Land Acquisitions	-	-	\$ 7,088,674	-
LDMF Admin Fee	-	-	\$ 21,393	-
CVAG Admin Reimbursement	-	\$ 872,866	\$ 131,683	-
Miscellaneous	-	-	\$ 1,200	-
Memberships	-	\$ 15,000	-	-
Operating Transfers	\$ 1,834,573	(\$ 599,470)	-	-
Operating Transfers In	-	(\$ 599,470)	-	-
Operating Transfers Out	\$ 1,834,573	-	-	-
Net Excess (Deficit)	(\$ 616,233)	-	(\$ 3,435,501)	\$ 9,985
Ending Fund Balance	\$ 15,981,245	-	\$ 15,218,932	\$ 374,992

#### **Budget By Programs** (Continued)

In-Lieu Fee Tota	In-Lieu Fe	Travertine Point Monitoring	Management Contingency	Management & Monitoring	Casey's June Beetle Endowment
\$ 2,101,586 \$ 41,354,39	\$ 2,101,58	\$ 596,106	\$ 2,283,588	\$ 493,817	\$ 262,378
\$ 10,408 \$ 7,125,26	\$ 10,40	\$ 16,308	\$ 62,055	\$ 1,312,544	\$ 7,178
\$ 10,408 \$ 1,114,85	\$ 10,40	\$ 16,308	\$ 62,055	\$ 7,424	\$ 7,178
- \$838,50		-	-	\$ 838,509	-
- \$ 6,00		-	-	-	-
- \$ 132,00		-	-	-	-
- \$ 325,00		-	-	-	-
- \$ 2,577,46		-	-	\$ 438,169	-
- \$ 2,000,00		-	-	-	-
- \$ 18,00		-	-	\$ 18,000	-
- \$ 103,00		-	-	-	-
- \$ 10,44		-	-	\$ 10,442	-
\$ 11,171 \$ 11,167,26	\$ 11,17	-	-	\$ 1,372,574	\$ 25,000
\$ 11,171 \$ 11,167,26	\$ 11,17	-	-	\$ 2,607,677	\$ 25,000
- \$ 470,30		-	-	\$ 430,300	-
- \$ 615,42		-	-	\$ 337,500	\$ 25,000
- \$ 20,50		-	-	\$ 20,500	-
- \$ 13,16		-	-	-	-
- \$ 38,02		-	-	\$ 4,500	-
- \$ 1,186,63		-	-	\$ 1,133,630	-
- \$ 7,088,67		-	-	-	-
- \$ 25,77		-	-	\$ 4,382	-
\$ 11,171 \$ 1,692,58	\$ 11,17	-	-	\$ 676,865	-
- \$1,20		-	-	-	-
- \$15,00		-	-	-	-
-		-	-	(\$ 1,235,103)	-
- (\$ 1,834,573		-	-	(\$ 1,235,103)	-
- \$ 1,834,57		-	-	-	-
(\$ 763) (\$ 4,042,001	(\$ 763	\$ 16,308	\$ 62,055	(\$ 60,030)	(\$ 17,822)
\$ 2,100,823 \$ 37,312,39	\$ 2,100,82	\$ 612,414	\$ 2,345,643	\$ 433,787	\$ 244,556



This section of the document presents the financial overview of each fund. In each report, the proposed fiscal year 2025–26 budget is compared with the audited financial figures for 2023–24, the adopted budget for 2024–25 as well as the estimated yearend figures for 2024–25.



#### 010 - Endowment

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget
BEGINNING FUND BALANCE	\$ 14,749,380	\$ 15,348,038	\$ 15,965,297	\$ 16,597,478
Revenues / Funding Source				
Agencies Mitigation Fees	\$ 579,390	\$ 911,032	\$ 777,748	\$ 777,748
Other Revenue	-	-	\$ 43,500	-
Gain(Loss) in Investments	\$ 144,634	-	-	-
Investment Income	\$ 634,898	\$ 428,185	\$ 664,284	\$ 440,593
Total Revenues / Funding Source	\$ 1,358,922	\$ 1,339,217	\$ 1,485,532	\$ 1,218,341
Expenditures / Expenditure				
Non-Personnel				
Professional Services	-	-	-	-
Total Non-Personnel	-	-	-	-
Operating Transfers				
Operating Transfers Out	\$ 143,006	\$ 1,360,216	\$ 853,351	\$ 1,834,573
Total Operating Transfers	\$ 143,006	\$ 1,360,216	\$ 853,351	\$ 1,834,573
Total Expenditures / Expenditure	\$ 143,006	\$ 1,360,216	\$ 853,351	\$ 1,834,573
Net Excess (Deficit)	\$ 1,215,917	(\$ 21,000)	\$ 632,181	(\$ 616,233)
ENDING FUND BALANCE	\$ 15,965,297	\$ 15,327,038	\$ 16,597,478	\$ 15,981,245



## 020 - General Administration

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget	
BEGINNING FUND BALANCE	\$ 294,895	-	-	-	
Revenues / Funding Source					
Project Reviews	-	-	\$ 5,820	\$ 6,000	
Coachella/Indio Waste Transfer Tipping Fees	-	-	\$ 660,895	\$ 132,000	
County Tipping Fees	\$ 341,757	\$ 300,000	\$ 300,000	\$ 325,000	
Other Revenue	\$ 10,188	-	\$ 251	-	
Gain(Loss) in Investments	\$ 1,731	-	-	-	
Investment Income	\$ 2,816	\$ 3,572	-	-	
Total Revenues / Funding Source	\$ 356,492	\$ 303,572	\$ 966,967	\$ 463,000	
Expenditures / Expenditure					
Non-Personnel					
CVAG Admin Reimbursement	\$ 677,757	\$ 790,740	\$ 871,899	\$ 872,866	
Memberships	-	-	\$ 10,000	\$ 15,000	
Miscellaneous	-	-	-	-	
Office Operations	\$ 24,246	\$ 28,000	\$ 30,279	\$ 33,520	
Meeting Attendance Stipends	\$ 7,582	\$ 12,967	\$ 11,672	\$ 13,160	
Professional Services	\$ 84,808	\$ 102,020	\$ 80,630	\$ 127,924	
Total Non-Personnel	\$ 794,393	\$ 933,726	\$ 1,004,481	\$ 1,062,470	
Operating Transfers					
Operating Transfers In	(\$ 143,006)	(\$ 630,154)	(\$ 37,514)	(\$ 599,470)	
Total Operating Transfers	(\$ 143,006)	(\$ 630,154)	(\$ 37,514)	(\$ 599,470)	
Total Expenditures / Expenditure	\$ 651,388	\$ 303,572	\$ 966,967	\$ 463,000	
Net Excess (Deficit)	(\$ 294,895)	-	-	-	
ENDING FUND BALANCE	-	-	-	-	



## 030 - Land Acquisition

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget	
BEGINNING FUND BALANCE	\$ 18,252,469	\$ 18,785,835	\$ 18,814,285	\$ 18,654,433	
Revenues / Funding Source					
Contributions	-	-	-	-	
Development Mitigation Fees	\$ 2,725,446	\$ 2,605,421	\$ 2,028,074	\$ 2,139,298	
Agencies Mitigation Fees	-	\$ 1,168,268	\$ 1,222,276	\$ 1,222,252	
Other Revenue	\$ 1,472	\$ 103,357	-	\$ 103,000	
Gain(Loss) in Investments	\$ 175,837	-	-	-	
Investment Income	\$ 769,279	\$ 539,979	\$ 836,079	\$ 560,900	
Total Revenues / Funding Source	\$ 3,672,034	\$ 4,417,026	\$ 4,086,428	\$ 4,025,449	
Expenditures / Expenditure					
Non-Personnel					
Land Management Costs	\$ 36,894	\$ 196,000	\$ 28,899	\$ 53,000	
Land Acquisitions	\$ 2,872,963	\$ 3,967,000	\$ 3,922,534	\$ 7,088,674	
LDMF Admin Fee	\$ 26,646	\$ 26,054	\$ 20,967	\$ 21,393	
Miscellaneous	-	-	\$ 1,082	\$ 1,200	
CVAG Admin Reimbursement	\$ 145,342	\$ 133,473	\$ 165,489	\$ 131,683	
Professional Services	\$ 28,372	\$ 84,000	\$ 47,642	\$ 125,000	
Capital Outlay	-	-	\$ 59,667	\$ 40,000	
Total Non-Personnel	\$ 3,110,218	\$ 4,406,527	\$ 4,246,280	\$ 7,460,950	
Total Expenditures / Expenditure	\$ 3,110,218	\$ 4,406,527	\$ 4,246,280	\$ 7,460,950	
Net Excess (Deficit)	\$ 561,816	\$ 10,498	(\$ 159,852)	(\$ 3,435,501)	
ENDING FUND BALANCE	\$ 18,814,285	\$ 18,796,333	\$ 18,654,433	\$ 15,218,932	



### 040 - Lizard Endowment

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget
BEGINNING FUND BALANCE	\$ 332,232	\$ 346,699	\$ 349,983	\$ 365,007
Revenues / Funding Source				
Gain(Loss) in Investments	\$ 3,194	-	-	-
Investment Income	\$ 14,557	\$ 9,645	\$ 15,024	\$ 9,985
Total Revenues / Funding Source	\$ 17,751	\$ 9,645	\$ 15,024	\$ 9,985
Net Excess (Deficit)	\$ 17,751	\$ 9,645	\$ 15,024	\$ 9,985
ENDING FUND BALANCE	\$ 349,983	\$ 356,344	\$ 365,007	\$ 374,992



## 045 - Casey's June Beetle Endowment

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget
BEGINNING FUND BALANCE	\$ 238,886	\$ 249,005	\$ 251,578	\$ 262,378
Revenues / Funding Source				
Conservation Easement Endowment	-	-	-	-
Agencies Mitigation Fees	-	-	-	-
Gain(Loss) in Investments	\$ 2,298	-	-	-
Investment Income	\$ 10,394	\$ 6,746	\$ 10,800	\$ 7,178
Total Revenues / Funding Source	\$ 12,692	\$ 6,746	\$ 10,800	\$ 7,178
Expenditures / Expenditure				
Non-Personnel				
Professional Services	-	\$ 24,000	-	\$ 25,000
Total Non-Personnel	-	\$ 24,000	-	\$ 25,000
Total Expenditures / Expenditure	-	\$ 24,000	-	\$ 25,000
Net Excess (Deficit)	\$ 12,692	(\$ 17,254)	\$ 10,800	(\$ 17,822)
ENDING FUND BALANCE	\$ 251,578	\$ 231,751	\$ 262,378	\$ 244,556



## 050 - Management & Monitoring

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget
BEGINNING FUND BALANCE	\$ 413,647	\$ 454,371	\$ 157,091	\$ 493,817
Revenues / Funding Source				
Coachella/Indio Waste Transfer Tipping Fees	-	-	-	-
Development Mitigation Fees	\$ 558,224	\$ 533,641	\$ 498,112	\$ 438,169
Agencies Mitigation Fees	-	-	-	-
Prop 1 Program	-	-	-	-
Friends of the Desert Mountains	-	\$ 18,000	-	\$ 18,000
Other Revenue	\$ 8,251	\$ 7,500	-	-
Advertising Revenue	\$ 8,342	\$ 3,500	\$ 10,920	\$ 10,442
Grants	\$ 25,611	\$ 721,238	\$ 603,985	\$ 838,509
Investment Income	\$ 12,112	\$ 14,391	\$ 12,623	\$ 7,424
Total Revenues / Funding Source	\$ 612,540	\$ 1,298,270	\$ 1,125,640	\$ 1,312,544
Expenditures / Expenditure				
Non-Personnel				
Land Management Costs	\$ 203,187	\$ 92,500	\$ 485,625	\$ 1,133,630
LDMF Admin Fee	\$ 5,582	\$ 5,336	\$ 4,295	\$ 4,382
Miscellaneous	-	-	-	-
CVAG Admin Reimbursement	\$ 367,273	\$ 746,810	\$ 643,348	\$ 676,865
Office Operations	-	\$ 31,752	-	\$ 4,500
Employee Travel or Training	-	-	-	\$ 20,500
Professional Services	\$ 288,759	\$ 1,068,000	\$ 471,484	\$ 337,500
Capital Outlay	\$ 1,143,772	\$ 10,000	-	\$ 430,300
Total Non-Personnel	\$ 2,008,573	\$ 1,954,398	\$ 1,604,751	\$ 2,607,677
Operating Transfers				
Operating Transfers In	(\$ 1,139,478)	(\$ 730,062)	(\$ 815,837)	(\$ 1,235,103)
Total Operating Transfers	(\$ 1,139,478)	(\$ 730,062)	(\$ 815,837)	(\$ 1,235,103)
Total Expenditures / Expenditure	\$ 869,096	\$ 1,224,336	\$ 788,914	\$ 1,372,574
Net Excess (Deficit)	(\$ 256,556)	\$ 73,934	\$ 336,726	(\$ 60,030)
ENDING FUND BALANCE	\$ 157,091	\$ 528,305	\$ 493,817	\$ 433,787



## 055 - Management Contingency

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget
BEGINNING FUND BALANCE	\$ 3,154,151	\$ 2,357,808	\$ 2,190,272	\$ 2,283,588
Revenues / Funding Source				
Gain(Loss) in Investments	\$ 42,394	-	-	-
Investment Income	\$ 133,204	\$ 91,113	\$ 93,316	\$ 62,055
Total Revenues / Funding Source	\$ 175,599	\$ 91,113	\$ 93,316	\$ 62,055
Expenditures / Expenditure				
Non-Personnel				
CVAG Admin Reimbursement	-	-	-	-
Land Management Costs	-	-	-	-
Total Non-Personnel	-	-	-	
Operating Transfers				
Operating Transfers Out	\$ 1,139,478	-	-	-
Total Operating Transfers	\$ 1,139,478	-	-	-
Total Expenditures / Expenditure	\$ 1,139,478	-	-	-
Net Excess (Deficit)	(\$ 963,879)	\$ 91,113	\$ 93,316	\$ 62,055
ENDING FUND BALANCE	\$ 2,190,272	\$ 2,448,921	\$ 2,283,588	\$ 2,345,643



## 065 - Travertine Point Monitoring

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget
BEGINNING FUND BALANCE	\$ 542,579	\$ 566,207	\$ 571,569	\$ 596,106
Revenues / Funding Source				
Gain(Loss) in Investments	\$ 5,217	-	-	-
Investment Income	\$ 23,773	\$ 15,751	\$ 24,537	\$ 16,308
Total Revenues / Funding Source	\$ 28,990	\$ 15,751	\$ 24,537	\$ 16,308
Net Excess (Deficit)	\$ 28,990	\$ 15,751	\$ 24,537	\$ 16,308
ENDING FUND BALANCE	\$ 571,569	\$ 581,958	\$ 596,106	\$ 612,414



### 070 - In-Lieu Fee

	FY2023/24 Actual	FY2024/25 Budget	FY2024/25 Yr. End Est.	FY2025/26 Budget
BEGINNING FUND BALANCE	\$ 2,064,097	\$ 2,085,416	\$ 2,085,688	\$ 2,101,586
Revenues / Funding Source				
Agencies Mitigation Fees	-	-	-	-
Other Revenue	-	-	-	-
Investment Income	\$ 22,419	\$ 14,956	\$ 15,898	\$ 10,408
Total Revenues / Funding Source	\$ 22,419	\$ 14,956	\$ 15,898	\$ 10,408
Expenditures / Expenditure				
Non-Personnel				
CVAG Admin Reimbursement	\$ 827	\$ 12,119	-	\$ 11,171
Professional Services	-	-	-	-
Total Non-Personnel	\$ 827	\$ 12,119	-	\$ 11,171
Total Expenditures / Expenditure	\$ 827	\$ 12,119	-	\$ 11,171
Net Excess (Deficit)	\$ 21,592	\$ 2,837	\$ 15,898	(\$ 763)
ENDING FUND BALANCE	\$ 2,085,688	\$ 2,088,253	\$ 2,101,586	\$ 2,100,823



# CVCC

74-199 El Paseo, Suite 100 Palm Desert, CA 92260 760 346-1127

Draft

## Coachella Valley Conservation Commission June 12, 2024



#### STAFF REPORT

Subject: Continued coordination with the University of California

Contact: Tony Quiroz, Conservation Management Analyst (<a href="mailto:tquiroz@cvag.org">tquiroz@cvag.org</a>)

**Recommendation**: As part of the CVCC's continued work with the University of California:

- 1. Authorize the Chair to execute a Master Research Agreement with the UC Regents allowing CVCC to continue to engage in contracts with UC; and
- 2. Authorize the Executive Director to execute a contract with UC Riverside's Center for Conservation Biology to implement biological monitoring for the period from July 1, 2025, to June 30, 2026, at a cost not to exceed \$261,960

<u>Background</u>: The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) requires monitoring of covered species, natural communities and ecosystems. Since CVCC began managing the plan, it has worked closely with the University of California (UC) to implement projects in planning and research. With this item, CVCC staff is recommending a renewal of an overarching Master Agreement with UC, as well as a specific contract with UC Riverside.

The Master Research Agreement with UC dates back to 2008. This cooperative arrangement sets the general parameters for contracts that implement projects in planning and research. A second Master Research Agreement was authorized by CVCC in May 2020, and it is set to expire in June 2025. CVCC staff is recommending a third Master Research Agreement that would commence in July 2025 and run through June 2030.

The new Master Research Agreement is similar to the previous agreements, but has been updated with the names of the contract officers and similar details. It will also continue the negotiated indirect cost rate of 10%, a very low rate for an academic institution. Through the years, UC has been contracted to advise on research, monitoring, planning and development of protocols. The UC Riverside's Office of Research has approved the attached Master Research Agreement.

Under the umbrella of this research agreement, CVCC staff is recommending the Executive Director be authorized to execute a contract with UC Riverside's Center for Conservation Biology for biological monitoring through June 30, 2026. The Center has expertise in developing scientific monitoring protocols for the CVMSHCP as well as peer-reviewed research on covered species. These surveys continue to provide CVCC staff and land management partners with critical information to assess threats and stressors to covered species and if the CVMSHCP is currently meeting conservation goals and objectives. Tasks for the scope of work are prioritized each year through the CVCC's Reserve Management Unit Committee (RMUC) and the Reserve Management Oversight Committee (RMOC). These committees include members from wildlife agencies, professional biologists, land managers and other interested stakeholders, who collectively help advise CVCC on issues pertaining to the covered species. They discuss

monitoring protocols, the annual work plan, and vetting of completed monitoring activities. Their recommendations are supported as Monitoring Program budget priorities.

As part of the proposed scope of work for Fiscal Year 2025-26, UCR will continue to implement a comprehensive monitoring program to assess species distributions, habitat conditions, and ecological stressors. Major efforts include:

- Aeolian Sand Species Monitoring: Continue long-term monitoring of species including the Coachella Valley fringe-toed lizard, flat-tailed horned lizard, round-tailed ground squirrel, Palm Springs pocket mouse, Coachella Valley milkvetch, and giant sand-treader cricket. Surveys will assess population dynamics, invasive species threats (e.g., Sahara mustard), and climate change impacts across core conservation areas.
- California Fan Palm Oasis Inventory: Launch an inaugural inventory and condition assessment of desert fan palm oases. The study will evaluate biodiversity, invasive species impacts, hydrological shifts, and fire history, with a focus on sites impacted by recent wildfires.
- Jerusalem Cricket surveys: Expand monitoring of the Coachella Valley Jerusalem cricket to eastern margin (including Windy Cove and the Whitewater Floodplain) to assess potential range contractions and evaluate population stability in the Snow Creek region.

UCR's Center for Conservation Biology is currently under contract but needs additional time to finish the tasks identified for Fiscal year 2024-25. To complete the work, the Executive Director authorized a no-cost extension until December 31, 2025, which is noted in a separate, informational agenda item.

CVCC staff is recommending approval of the Master Research Agreement and agreement with UC Riverside's Center for Conservation Biology. The recommended authorization would also allow the Executive Director and/or Legal Counsel to make minor changes and revisions for clarification purposes.

<u>Fiscal Analysis</u>: There is no fiscal impact to the Master Research Agreement, which only sets the general parameters for contracts between the CVCC and UC. Each individual project would need approval of CVCC. The 2025 Master Research Agreement limits overhead to 10 percent through Fiscal Year 2029-30.

The recommended contract with UCR's Center for Conservation Biology is for a cost not-to-exceed amount of \$261,960. This will be funded from the Management and Monitoring Program budget, and the cost for the monitoring program is included in the CVCC's proposed Fiscal Year 2025-26 budget.

#### Attachments:

- 1. UC Master Research Agreement
- 2. Contract with UCR, including research project schedule, scope of work and budget

#### RESEARCH AGREEMENT

#### **BETWEEN**

#### THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

#### AND

#### THE COACHELLA VALLEY CONSERVATION COMISSION

This Agreement is entered into and is effective this 1<sup>st</sup> day of July, 2025 by and between The Regents of the University of California on behalf of its Riverside campus, a California Corporation, hereinafter called "University", and the Coachella Valley Conservation Commission, hereinafter called "CVCC".

#### **RECITALS**

- A. The Coachella Valley Conservation Commission is engaged in regional conservation planning and research projects.
- B. CVCC desires to retain University from time to time to assist CVCC with various regional conservation planning and research projects.

#### **TERMS**

#### Scope of Work, Budget and Final Report

The work to be performed under this Agreement shall be in accordance with the Scope of Work and Budget for each research project as described in any Research Project Schedule (RPS) subsequently adopted by the parties pursuant to the following procedures: CVCC's Representative may, from time to time, request that the University perform certain work pursuant to the terms of this Agreement by writing to the University's Technical Director. The University's Principal Investigator (PI) shall submit a formal proposal to the CVCC Representative through the University's Office of Research. Said formal proposal shall be in the form of a Research Project Schedule (RPS), the format for which shall be as illustrated by the form attached hereto as Exhibit A. Each RPS shall thereafter be incorporated into this Agreement upon execution of the RPS by both parties. A final report summarizing the work performed under each RPS shall be prepared and provided to CVCC within ninety (90) days after completion of the work set forth in the corresponding RPS.

#### II. <u>Performance</u>

The work to be performed under each RPS adopted pursuant to this Agreement shall be performed within the time period for performance specified in the corresponding RPS.

#### III. Maximum Amount and Payment

For the performance of work in each RPS adopted hereunder, CVCC shall reimburse University for all direct costs incurred by the University, together with reimbursement for all indirect costs at the rate of ten percent (10%) of total direct costs. The total direct costs for each research project shall be specified in the RPS thereof. The total amount to be paid pursuant to each RPS adopted under this agreement shall not exceed the maximum amount specified in the corresponding RPS.

Payment for each RPS adopted hereunder that is funded from CVCC's general fund or the general fund of one or more of its member agencies shall be made by CVCC, upon submission of an invoice by the University Accounting Office and in accordance with the Payment Schedule set forth in the corresponding RPS. Payment for each RPS that is funded by a prime contract or grant shall be made in accordance with the terms and conditions of CVCC's prime contract or grant. Upon receipt of each invoice from UCR for payment, CVCC shall immediately submit the expense to the sponsoring agency for said expense. Immediately upon receipt by CVCC of payment from the sponsoring agency for said expense, CVCC shall make payment to UCR. The form of invoice to be submitted by the University Accounting Office shall be the same as attached hereto as Exhibit "B" and incorporated herein by this reference.

Upon request by CVCC, the University shall submit documentation of any direct costs included in an invoice submitted for payment. However, if any project shall routinely require documentation to be submitted with the invoice, provision for such shall be clearly set out in the RPS for that project. In any event, a Final Financial Report documenting costs, by major cost categories, shall be submitted by University to CVCC ninety (90) days after completion of the work performed under each RPS adopted pursuant to this Agreement. For multi-year projects, an Annual Financial Report will be submitted within sixty (60) days of the end of each project year. In the event this Agreement or any RPS adopted hereunder is terminated pursuant to the provisions set forth in Section XI below, a financial report shall be submitted within sixty (60) days after the effective date of the termination. Any funds remaining unexpended or unencumbered at the end of the performance period or upon termination shall be returned to CVCC within thirty (30) days.

#### IV. <u>Technical Director and Principal Investigator(s)</u>

The University's technical representative for this Agreement shall be Dr. Rodolfo H. Torres, Vice Chancellor for Research and Economic Development. The work and final report for each Research Project Schedule adopted pursuant to this Agreement shall be performed under the direction of the Principal Investigator (PI) identified in the corresponding Research Project Schedule (Named PI). It is agreed that the Named PI shall be responsible for the direction of effort of all work performed pursuant to the RPS and in accordance with applicable University policies.

#### V. Audit

It is mutually agreed that University shall be subject to the examination and audit of all records by CVCC during the term of this Agreement and for a period of three (3) years after expiration or termination of this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including but not limited to the cost of performing the work described in an RPS adopted pursuant to this Agreement. University agrees to maintain records documenting the work performed under this Agreement by the Principal Investigator and all other individuals, as well as costs for travel, costs of supplies and equipment and any other direct costs.

#### VI. Rights In Data

Except for proprietary material provided by CVCC and which CVCC is contractually prevented from sharing with the University, the University shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement. CVCC shall have a royalty-free right and license to reproduce and use all technical reports and information delivered hereunder. It is also agreed by CVCC that the use of the name of the University or its employees in any advertisement, press release or publicity with reference to this Agreement is governed by Section 92000 of the Education Code of the State of California.

#### VII. Supplies and Equipment

All equipment (equipment is defined as tangible nonexpendable personal property having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit) purchased hereunder shall remain property of CVCC and title of such equipment shall be vested in CVCC and returned thereto upon completion of service, at CVCC's discretion.

#### VIII. Applicable Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

#### IX. Excusable Delays

In the event of a delay caused by inclement weather, fire, flood, strike, labor dispute, acts of God, actors of Governmental officials or agencies, or any other cause beyond the control of the University, the University shall be excused from performance hereunder for the period or periods of time attributable to such delay. In the event of any such delay, the corresponding RPS may be amended to revise the maximum amount, performance period, and other provisions, as appropriate, by mutual agreement of the parties.

#### X. <u>Indemnification</u>

CVCC shall defend, indemnify and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of CVCC, its officers, employees or agents.

The University shall defend, indemnify and hold CVCC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the University, its officers, employees, or agents.

#### XI. <u>Termination</u>

This Agreement and/or any RPS under this Agreement may be terminated by either party upon sixty (60) days written notice to the other party unless the term of an RPS under this Agreement is less than

Project: Master Research Agreement July 2025 to June 30, 2030

twelve (12) months, in which case the party desiring to terminate this Agreement shall be required to give thirty (30) days written notice to the other party. In the event of termination, CVCC shall pay University for all costs incurred to the date of the termination in accordance with the approved scope of work and budget set forth in the corresponding RPS, including all non-cancelable commitments.

#### XII. Notice

Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:

University: Research and Economic Development

University of California, Riverside

245 University Office Building

Riverside, CA 92521-0217

Attention: Ursula N. Prins, Associate Director, Sponsored Programs

Email: awards@ucr.edu

CVCC: Tom Kirk, Executive Director

Coachella Valley Conservation Commission

74-199 El Paseo Drive, Suite 100

Palm Desert, CA 92260

#### XIII. Contract Administration

Tom Kirk or his designee shall serve as CVCC's representative and shall have authority to administer this Agreement. Ms. Ursula N. Prins shall serve as University's representative and shall have authority to administer this Agreement.

#### XIV. Assignment

Neither this Agreement nor any part hereof shall be assigned by the University without the prior written consent of CVCC.

#### XV. <u>Amendment</u>

No amendment or variation of the terms of this Agreement shall be valid unless made in writing or agreement not incorporated herein shall be binding on any of the parties hereto.

#### XVI. Conflict of Interest

University, Principal Investigator, and any other individual performing work pursuant to this Agreement shall have no interest, and shall not acquire any interest, direct or indirect, which may or will conflict in any manner or degree with the performance of work pursuant to this Agreement.

#### XVII. Waiver

Any waiver by CVCC or any breach of any one or more of the terms of this Agreement shall not be construed to be waiver of any subsequent or other breach of the same or of any other term hereof.

#### XVIII. Term of This Agreement

Subject to the term of any RPS adopted pursuant hereto, this Agreement shall be effective upon execution by both parties for the period **July 1, 2025 through June 30, 2030**.

#### XIX. Entire Agreement

Except as supplement by any RPS adopted pursuant hereto, this Agreement states the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior written or oral agreements, negotiations, discussions, or promises.

Coachella Valley Conservation Commission	The Regents of the University of California, on behalf of its Riverside campus
Gary Gardner, Chair	Ursula N. Prins, Associate Director, Sponsored Programs

## 2025-2026 RESEARCH PROJECT SCHEDULE for

### COACHELLA VALLEY CONSERVATION COMMISSION BIOLOGICAL MONITORING AND SCIENCE TASKS FOR THE COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

By
UC Riverside – Center for Conservation Biology

The Coachella Valley Conservation Commission (CVCC) and the Regents of the University of California (University) hereby agree to carry out the project described below:

PI/Department: Lynn Sweet / Center for Conservation Biology

Project Period: July 1, 2025 to June 30, 2026

Not-to-Exceed Amount: \$ 261,960

**Payment Schedule:** University shall invoice CVCC for payment no more frequently than monthly, but at least quarterly. Invoices shall be consistent with the attached budget and include a written description of tasks undertaken during that billing cycle.

**Scope of Work, reports, Deliverables and Budget:** The scope of work, reports and deliverables and budget shall be in accordance with the University's Scope of Work for CVCC Biological Monitoring dated July 1, 2025, attached hereto and identified as Exhibit A.

**Terms and Conditions:** This RPS is issued and shall be implemented in accordance with the terms and conditions of the Master Research Agreement between the University and CVCC approved May 11, 2020 securing a negotiated administrative rate of 10% through June 30, 2025. A new Master Research Agreement between the University and CVCC is pending approval in June 2025 securing a negotiated administrative rate of 10% through June 30, 2030.

COACHELLA VALLEY
CONSERVATION COMMISSION

THE REGE NTS OF THE UNIVERSITY OF CALIFORNIA

Ву:	By:
Tom Kirk	Karen S. Garcia
Executive Director	Sr. Contract & Grant Officer

Dated: July 1, 2025

#### **SCOPE OF WORK**

#### **CVMSHCP** Biological Monitoring Program Implementation for

1 July 2025 through 30 June 2026

Principal Investigator: L.C. Sweet

The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and Natural Communities Conservation Plan (NCCP) (CVMSHCP or Plan) was established in 2008 to ensure regional conservation of plant and animal species, natural communities, and landscapescale ecological processes across the Coachella Valley. This plan subsumed the earlier 1986 Habitat Conservation Plan (HCP) for the Coachella Valley fringe-toed lizard that was the first HCP designed and implemented after the 1982 amendment to the US Endangered Species Act authorized HCPs through 10a Permits. That pioneering conservation effort set a standard for the conservation of endangered species for a region that was almost entirely in private ownership, spanning nine cities and Riverside County jurisdictions. However, it fell short of fully protecting the critical sand transport processes necessary to sustain the sand dune habitats and failed to create an adequate umbrella for the biodiversity occurring beyond the dunes. Learning from those shortcomings, the CVMSHCP is explicitly science and ecosystem-based and as such has set a standard for other MSHCPs. Nowhere is that science foundation more apparent than in its biological monitoring program, a program conceptualized and tested by UC Riverside's Center for Conservation Biology (UCR-CCB). Importantly, this methodology has received and passed repeated external peer review (Barrows et al. 2005, Barrows and Allen 2007). UC Riverside's ongoing participation in ensuring that the MSHCP is implemented with highest degree of sciencebased oversight, demonstrates UCR's commitment to supporting the well-being of the communities of Riverside County.

UCR-CCB has developed monitoring methodologies that encompass most of the covered species protected under the CVMSHCP, as well as the potential drivers and stressors of their population dynamics. These methods are scientific method-based, meaning that they begin with hypotheses for the causes of population increases or declines and then test those hypotheses. From these data we can answer questions regarding differences in species occurrences and abundance between years, plots, and habitat types. Our objective here is to continue to test, demonstrate, and publish on the efficiency and efficacy of this approach and to inform management to sustain these species and landscapes.

#### **Part I: Administration and Coordination**

Assistance with program administration shall involve varied tasks that may include reporting, meeting attendance, and general project administration including billing and accounting, as requested by CVCC. Specific tasks shall include:

#### A. Serve as a Biological Advisor for the Development of the Annual Work Plan

The annual work plan will be developed in May 2025 by the members of the Reserve Management Oversight Committee (RMOC). The work plan will provide a description and schedule for prioritizing monitoring actions at the species, landscape, and natural community levels. Prioritization shall include both a risk assessment to covered resources both locally and range-wide, and plan requirements to ensure all covered resources are monitored on appropriate and reasonable periodicities within the budget constraints of the CVMSHCP. Specific roles for UCR shall include providing technical information during Biological Working Group meetings to facilitate this task.

## B. Coordinate Monitoring Activities with Monitoring Team, Land Managers, and Other Agencies

As part of the Monitoring Team UCR will participate in ad-hoc meetings of the Biological Working Group, a Reserve Management Unit Committee (RMUC) and provide reports at quarterly meetings of the RMOC, as requested by CVCC staff. This coordination will involve presentations of on-going activities and attendance for a minimum of eight meetings a year. For 2025-2026 this also encompasses coordination on accuracy assessments of fine-scale vegetation mapping within the Plan area which is funded separately.

#### C. Maintain and, Where Needed, Update Monitoring Protocols

In consultation with CVCC staff, the Biological Working Group and the RMUC, UCR will be responsible for updating survey protocols for the covered species under this contract on an as-needed basis. Updates will be based on assessments of currently approved protocols on their ability to address specific questions regarding the species' status and persistence in the face of identified stressors, or new approved region-wide guidelines developed by the wildlife agencies. In the latter case the wildlife agencies will provide UCR with a written copy of their approved protocols designed for long-term monitoring assessments and that answer questions regarding species' responses to stressors so as to be consistent with the biological monitoring framework that is defined in the CVMSHCP.

#### D. Report Monitoring Results to CVCC and Plan Database

Provide regular status updates for all monitoring activities. Submit an annual draft written report by June 30<sup>th</sup> of each year that will assist CVCC staff in preparing the monitoring related portions of the CVMSHCP Annual Report. A final report summarizing the work performed under each RPS shall be prepared and provided to CVCC within ninety (90) days after completion of the work set forth in this RPS. Additional data provided through the end of each calendar year based on any additional findings. Assist with ongoing maintenance of the monitoring portion of the CVMSHCP database and a standard data policy for the availability of data. Monitoring results must be reported to CVCC in both a written report in an electronic

Microsoft Word file and as data in an electronic format that is consistent with the existing database. Data should be submitted to the CVCC for inclusion in the CVMSHCP database within ninety (90) days after completion of the work set forth in this RPS, or made available upon request by CVCC within thirty (30) days of receipt of a written request therefore. UCR will be responsible for efficiently reporting monitoring information to CVCC for inclusion in this database.

#### E. Advise the CVCC in Monitoring Activities and Science Matters

UCR may be asked to review proposed science-related projects, provide advice to CVCC for science-related proposals or programs, and provide science/monitoring responses to questions to CVCC from outside parties. This is an ongoing task.

#### **Part II: Monitoring Program Coordination**

The Biological Monitoring Program is designed to assess the spatial distribution, environmental conditions, and relative abundance of where these species occur as well as where they do not. This provides insights to additional areas to search for the species and identifies potential stressors that may inhibit the species' persistence in this region.

Species approved for UCR's monitoring activities by the Combined Biological Working Group and Reserve Management Unit Committee and Reserve Management Oversight Committee include the aeolian sand species (Coachella Valley fringe-toed lizard, flat-tailed horned lizard, Coachella Valley round-tailed ground squirrel, Coachella Valley giant sand-treader cricket, and Coachella Valley milk-vetch), Palm Springs pocket mouse, triple-ribbed milkvetch, and little San Bernardino Mountains linanthus. Additional covered community and ecosystem processes may be the subject of additional studies.

#### Task A. Aeolian Sand Species:

Central to the CVMSHCP are the Aeolian Sand Communities, a habitat system that once comprised over 100 mi² of continuous sand dunes, but now has been reduced to just 5% of that historical extent. This habitat system, like isolated dune systems worldwide, and is a center for local endemism. Covered species that are found here or are restricted to this habitat system include the CV giant sand-treader cricket (*Marcrobaenetes valgum*), CV Jerusalem cricket (*Stenopelmatus cahuilaensis*), Palm Springs pocket mouse (*Perognathus longimembris bangsi*, CV round-tailed ground squirrel *Spermophilus [Xerospermophilus] tereticaudus chlorus*), CV fringe-toed lizard (*Uma inornata*), flat-tailed horned lizard (*Phrynosoma mcallii*) and the CV milkvetch (*Astragalus lentiginosus* var. *coachellae*).

In 2025-2026, monitoring will continue across the aeolian sand habitats focusing on the impacts of fragmentation, climate, and important invasive plants such as Sahara mustard, stinknet (*Oncosiphon pilulifer*), tumbleweed (*Salsola tragus*), and Mediterranean grass (*Schismus* spp.). The Aeolian Sand Protocol will continue to be used to document plant, arthropod, and vertebrate occurrences and habitat status. Included in the monitoring is an ongoing assessment of invasive species and their impacts on aeolian covered species' food

UCR CCB RPS 2025-2026 Page 5 of 9

resources. Due to acquisitions by CVCC and state partners in aeolian habitat and associated natural communities that support aeolian adapted covered species, additional plots will be surveyed and considered for inclusion long-term, in the area of Snow Creek (eastern bajada south of the Whitewater River), and at new areas along Gene Autry Drive.

Specifically, among the aeolian sand suite of species, the flat-tailed horned lizard (Phrynosoma mcallii) occurs on aeolian sand fields and dunes, and alkali sinks in the Colorado Desert, the Coachella Valley being the northernmost portion of its range. This species has experienced some of the most severe losses in habitat; causes for those declines have varied between species and have included human-enhanced predation pressure, habitat fragmentation, and ant declines due to Sahara mustard. In addition to the annual aeolian monitoring protocol, this year we will seek more specific, extensive and targeted information necessary information about whether there has been a downturn in the local populations of this species, as the habitat has recovered from the influx of sand or silt, washouts and scouring, and perennial plant species cover from the fall storms of 2023. Additionally, predation by increasing raven populations has been a concern for this species as well. The effort will also be aimed at improving compatibility with other regional efforts so that trends may be compared for necessary statewide reviews of the species. The monitoring proposed will therefore include several approaches: visual tracking surveys consistent with UCR's longterm datasets across the long-term aeolian monitoring plots, intensified visual search efforts in areas where sand has been removed by flooding and hence traditional tracking is ineffective, and surveys incorporating CDFW flat-tailed horned lizard protocol to ensure comparability with surveys in other regions (Imperial County).

No other habitats covered under the CVMSHCP are nearly so rich in endemics and overall biodiversity, and no other habitats have been as compromised by habitat loss, fragmentation, and invasive species. The aeolian sand fields and dunes of the Coachella Valley have lost more spatial extent (total area and proportionally) than any other habitat type within the CVMSHCP.

#### Questions to be addressed:

- Can the covered aeolian sand species sustain populations in areas where Sahara mustard, stinknet, and tumbleweed) has invaded?
- How is climate change impacting sustainability for these species from western to eastern sites?
- Are control methods for the invasive species effective at reversing the downward trajectory for this species group?

#### **Expected Tasks for 2025-2026:**

- Conduct population and reproductive success surveys for reptile species on a subset of sites throughout their CV range in the fall of 2025 and spring 2026.
- Assess levels of invasive species and their impacts on covered aeolian species' food resources – spring 2026.

 Investigate potential additional long-term sites alongside the Whitewater Floodplain near Gene Autry Drive, and in the Snow Creek Conservation Area to be part of the long-term monitoring network.

#### **Deliverables:**

- Annual report to the CVCC detailing aeolian species population dynamics between populations and between years for each core conservation area.
- Identify drivers and stressors to those dynamics, as well as whether changes in management strategies are called for to ensure the sustainability of each population.

Aeolian Species Monitoring	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Protocol Review / Coordination												
CV Sand-treader Crickets												
Perennial and Annual Plant Surveys												
CV Milkvetch												
Arthropods												
Spring Vertebrates												
Fall Vertebrate Recruitment												
Report Writing												

#### Task B: Fan Palm Oases

California fan palm communities (Washingtonia filifera; Areaceae) are unique and emblematic to the region; a symbol of the desert environment used as namesakes for several Coachella Valley cities. As well as being key hotspots for desert biodiversity, fan palm oases are culturally important to native people in the region, and important to tourism and recreation. California fan palm oases occur in discrete locations throughout the desert mountains and foothills and serve as a biologically and culturally invaluable resource. These oases are diverse groundwater-dependent foci for a variety of wildlife and they contribute to critical habitat for species such as the federally endangered and State endangered Peninsular bighorn sheep (Ovis canadensis nelsoni), and they are under threat from conservation challenges including invasive, non-native species, increasingly severe and prolonged drought cycles, altered wildfire regimes, and increased aridity. Due to the impacts of recent fires on palm oases and associated biotic communities, especially in the Indio Hills and Dos Palmas Preserve, there is a need to assess the history and impacts of fire and the prior extended years of drought, on this natural community. Additionally, data on the native palm-borer beetle (Dynapate wrightii), which was historically present across much of the fan palm range, may tell us whether palms have been extirpated and re-established, and what impacts the size of the oasis has on colonization. Data on changes within natural communities that are at scale, timely, and adequate are critical for making informed decisions.

We propose an inaugural inventory and condition assessment of the diverse and unique California fan palm oases in the CVMHCP Plan Area. This inventory and assessment will detect change

over time where there have been prior surveys (e.g., Rapid Assessment surveys for vegetation mapping), engage community scientists to accomplish the study at scale, and contribute new information. We anticipate that this will be concurrent to a separate effort undertaken by area non-profits and tribal partners on tribal lands improving scope and efficiency for both efforts. The goal of the study is to meet the objective of monitoring to track, and distinguish between, changes due to human or natural causes. As well as fulfilling species-specific objectives in Section 9 of the Plan for western yellow bat. This study will fulfill required Objective 10.7.5.3 (ensure conservation of habitat quality through protection, monitoring and adaptive management) under *Natural Community Conservation Goals and Objectives* for Desert Fan Palm Oasis Woodland.

#### Questions to be addressed:

- How has increased aridity and any shifts in hydrology changed the overall condition of California fan palm oases?
- How has the introduction of invasive species in riparian habitats affected biodiversity within California fan palm oases?
- How have fires within California fan palm oases changed in frequency since pre-European settlement times, and how is this influencing sustainable populations now?
- What can the presence or absence of the palm-borer beetle (*Dynapate wrightii*) tell us about California fan palm health and distribution?

#### Expected tasks for 2025-2026:

- Identify California fan palm field sites using vegetation maps and aerial imagery.
- Selected California fan palm stands throughout the Plan Area will be surveyed and inventoried for live trees, diversity of associated species, and abiotic factors such as surface water, evidence of fire, and human disturbance.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fan Palm Monitoring												
Data Summaries for Submission, Report Writing												

#### Task C: Jerusalem Cricket

The Coachella Valley Jerusalem cricket (*Ammopelmatus cahuilaensis*, formerly *Stenopelmatus cahuilaensis*, CVJC), is a large, wingless stenopelmatid cricket known only from a small portion of the far-western Coachella Valley. CVJC has a poorly defined yet narrow distribution, restricted to the Snow Creek/Windy Point, Stubbe/Cottonwood, and Whitewater Conservation Areas in the Coachella Valley. Within its known range there are distinct east to west gradients in both mean annual temperature and precipitation.

Temperatures decline and annual precipitation increases along this east to west gradient. This temperature-precipitation gradient may be a key to understanding the current and future distribution of this species. The species occurs in a region expected to experience among the largest temperature and precipitation shifts related to climate change within temperate North America and may serve as an important indicator of climate change in this region.

UCR will investigate additional locations at the eastern margin of CVJC range that were not monitored in 2018-2019, such as Windy Cove and the Whitewater Floodplain. UCR will also monitor a single well-studied coverboard network in Snow Creek to provide a baseline population density to use as comparison. Shifting monitoring focus to range margins will allow for better detection of additional range contraction, as well as better understanding of the unusual, isolated CVJC population on Whitewater Hill.

#### **Deliverables:**

- Report detailing results of implementation of the surveys.
- Biological dataset detailing plot locations, species presence, abundance, mortality and recruitment observed.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Jerusalem Cricket												
Data Summaries for Submission, Report Writing												

UCR CCB RPS 2025-2026 Page 9 of 9

Tasks	Assistant Research Ecologist (months)	Associate Specialist (months)	Assistant Specialist (months)	Junior Specialist (months)	Field & Pgm Assistant (months)	Time Cost by Task	Travel	Supplies	Other (technol & analysis services) †	Cost	Indirect Cost	Total Cost for Project
I. Administrative Tasks	1.5	0.5	0.5	0.5	0.25	\$33,269	\$10,312	\$2,150	\$700	\$46,431	\$4,643	\$51,074
II. Biological Monitoring												
Task A: Aeolian Species Monitoring	3	1.5	5	5	0.5	\$127,521				\$127,521	\$12,752	\$140,274
Task B: Oases	0.5	1	1.5	2.5		\$43,791				\$43,791	\$4,379	\$48,170
Task C: Jerusalem Cricket	0.5	1	0.5		0.25	\$20,402				\$20,402	\$2,040	\$22,442
Total Months	5.5	4	7.5	8	1							
% time	46%	33%	63%	67%	8%							
Total	\$77,522	\$36,040	\$56,744	\$52,430	\$2,246	\$224,983	\$10,312	\$2,150	\$700	\$238,145	\$23,815	\$261,960
Monthly Wages (Sal + Ben)*	\$14,095	\$9,010	\$7,566	\$6,554	\$2,246							
Estimated average hourly rate without Benefits Eff. Jul 1, 2025	\$56.83	\$36.32	\$30.50	\$26.42	\$26.40							

<sup>\*</sup> Office supplies (such as paper and folders) and field instruments and supplies (such as pole pruner, binoculars and one GPS unit, clipboards, rulers, first aid, plot stakes).

<sup>†</sup> Data storage and subscription services, and software, such as cloud storage, network attached storage maintenance, SPOT Device subscription, and sample analysis.

## Coachella Valley Conservation Commission June 12, 2025



#### **STAFF REPORT**

Subject: Legislative Efforts to Dedicate the Bump and Grind

**Contact:** Emmanuel Martinez, Program Manager- External Affairs (emartinez@cvag.org)

<u>Recommendation</u>: Provide staff direction on Riverside County Supervisor V. Manuel Perez's efforts to dedicate part of the Bump and Grind Trail in memory of former Assemblymember Brian Nestande

<u>Background</u>: The Bump and Grind Trail, which starts in Palm Desert, is one of the Coachella Valley's most popular hiking trails, and estimates indicate that as many as 200 people use it daily. The three-mile trail has an elevation gain of nearly 1,000 feet, providing hikers with beautiful views of the Coachella Valley. Segments of this trail have different names, including the Mirage Trail.

The CVCC has previously been engaged in efforts to keep this amenity accessible to the community. The last mile of the trail is located in the Magnesia Spring Ecological Reserve, and that portion was closed by the California Department of Fish and Wildlife (CDFW) in 2006 as mitigation for creation of new trails and because it encroached on habitat that the endangered bighorn sheep use for lambing and rearing.

In 2012, Gov. Jerry Brown signed Assembly Bill 880, which was authored by then-Assemblymembers Brian Nestande and V. Manuel Perez (now a Riverside County Supervisor). The legislation authorized the CDFW to determine seasonal openings and closures of the trail that would not conflict with the sheep's need to use the area. AB 880 also outlined the need for a local agency to assume complete responsibility for fencing, signage and educational material.

Gov. Brown in 2013 signed AB 1097 to clarify that the trail would be open from May through January. In February 2014, the CVCC signed a Memorandum of Understanding with CDFW to outline responsibilities in implementing the state legislation. As part of that, the CVCC and its partners committed to providing funding for fencing and educational materials. That has included educational signs, which were installed in December 2015, with a QR code that allows trail users to quickly access digital information about the bighorn sheep. The CVCC also had committed to spending at least \$100,000 by January 1, 2018 to monitor the Peninsular bighorn sheep.

Both AB 880 and AB 1097 sunsetted in 2018. After conversations between CVCC staff and the CDFW about long-term solutions, the Legislature adopted AB 661 by then-Assemblymember Chad Mayes to keep the trail open nine months out of the year until 2028.

Supervisor Perez is now working with the Legislature to rename at least part of the Bump and Grind Trail in memory of Mr. Nestande, who passed away in March 2024, and the Supervisor has requested the CVCC's support on the issue. CVCC's Legislative Platform includes supporting implementation and extension of the provisions in AB 661 indefinitely, However, the dedication-related efforts fall outside of the CVCC's Legislative Platform. Additionally, the trail is in the City

of Palm Desert and the City has not taken a position on this matter. Therefore staff is seeking direction on whether to support the memorial efforts.

<u>Fiscal Analysis</u>: Any advocacy efforts for this item can be covered under existing staff time and CVCC's existing lobbying contract.

Any new signage and the costs of them falls outside of CVCC's responsibility under the existing agreements.

## Coachella Valley Conservation Commission June 12, 2025



#### STAFF REPORT

Subject: Contract for Illegal Dumpsite and Encampment Cleanup and Disposal

Services

**Contact:** Tony Quiroz, Conservation Management Analyst (tquiroz@cvag.org)

<u>Recommendation</u>: Authorize the Executive Director to execute a contract with American Integrated Services to provide dumpsite and encampment cleanup and disposal services for the period from July 1, 2025, to March 31, 2027, at a not-to-exceed amount of \$249,234

<u>Background</u>: The CVCC owns a number of parcels in and around Desert Hot Springs and, since 2019, has seen an increased concern with the number of homeless encampments in the open lands, particularly in areas with loose sand dunes that complicate debris removal. In 2025, CVCC received funding from the California Department of Resources, Recycling and Recovery (CalRecycle) Illegal Disposal Site Abatement Program to support cleanup, transportation, and disposal efforts in this region. The project area encompasses 1,284 acres of conservation land owned by CVCC, which serves as a transition zone between unoccupied land and human development.

In April 2025, the CVCC released a Request for Proposals to qualified firms to address illegal dumpsite and encampment cleanup and disposal services within the Upper Mission Creek/Big Morongo Canyon Conservation Areas. Three proposals were received by the May 16 deadline. The proposals were received from American Integrated Services, Clean Harbors, and Demo Unlimited, Inc. The evaluation panel comprised of staff from CVCC, Coachella Valley Association of Governments and Desert Recreation District received and reviewed three proposals. Staff is recommending the CVCC award this contract to American Integrated Services (AIS). AIS will be responsible for addressing and remediating illegal dumpsites and encampments containing various waste types, including household hazardous waste, tires, appliances, and biohazardous materials. The scope of services includes the removal of these waste types, safe transportation to appropriate disposal facilities, and providing on-call waste removal services for future projects. AIS will address all 15 previously identified dumpsites and encampments, as well as future identified sites during the contract period. AIS will be responsible for site assessment, waste removal, transportation, documentation, and regular progress reporting to CVCC.

Staff is recommending the Executive Director be authorized to execute the contract with AIS. This recommendation also would authorize the Executive Director and/or Legal Counsel to make clarifying contract changes prior to execution.

<u>Fiscal Analysis</u>: The recommended contract is for a cost not-to-exceed amount of \$249,234. This will be funded from the Management and Monitoring Program budget and fully reimbursed by the CalRecycle grant. The cost for the cleanup and disposal services is included in the CVCC's proposed Fiscal Year 2025-26 budget.

AIS will assess each known encampment site at no cost to CVCC before submitting a quote for approval prior to commencing cleanup efforts. While the exact cost of each site is not yet known, staff anticipate this funding amount to cover all known dumpsites and encampments.

Additionally, and as part of the grant, CVCC staff is procuring a contractor for towing, storage and disposal of vehicles. This service would be on an as-needed basis, up to \$100,000, and completely funded by CalRecycle. Staff intends to finalize the contract under the Executive Director's signature authority later this month and would report it to the Commission at its next meeting. This agreement would also be for a period through March 31, 2027.

Attachment: Contract with AIS, including Scope of Work and Budget

#### PROFESSIONAL SERVICES CONTRACT

#### between

# COACHELLA VALLEY CONSERVATION COMMISSION (CVCC) and AMERICAN INTEGRATED SERVICS, INC.

THIS AGREEMENT is made and effective as of **June 12**, **2025** between the Coachella Valley Association of Governments ("CVCC") and American Integrated Services, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement shall commence on **July 1, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **March 31, 2027** unless sooner terminated or extended pursuant to the provisions of this Agreement.

#### 2. SERVICES

Consultant shall perform **CLEANUP AND DISPOSAL SERVICES** consistent with the provisions of the Request for Proposals for the proposed **Illegal Dumpsite and Encampment Cleanup and Disposal Services**, released on April 15, 2025 (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") 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 herein or 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 Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated

herein by reference: Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant Proposal)

#### 3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid

for services rendered by Consultant under this Agreement exceed the sum of **\$249,234** without a written amendment.

#### 4. <u>PERFORMANCE</u>

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. 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 submit informal progress reports to CVCC's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVCC, describing the state of work performed. The purpose of the reports is to allow CVCC 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.

The Consultant's Project Manager shall meet with the CVCC Project Manager as needed.

#### 5. PAYMENT

- (a) If independent and separate Work Orders are contemplated, CVCC shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.
- (c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVCC.
- (d) A formal report of tasks performed and tasks in process, in a form acceptable to CVCC, shall be attached to each invoice.
- (e) Consultant shall invoice no less frequently than monthly and submit invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written description. The description shall provide detail about the

types of activities and specific accomplishments during the period for which the payment is being made. CVCC shall only make payments in the form of Electronic Fund Transfer (EFT).

- (f) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.
- (g) Upon approval by CVCC's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVCC disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

#### 6. INSPECTION OF WORK

Consultant shall permit CVCC the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

#### 7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVCC. 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 hereinbelow.

#### 8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) CVCC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVCC. If CVCC suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, CVCC shall pay Consultant only for work that has been accepted by CVCC. Work in process will not be paid unless CVCC agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVCC. Payment of the final invoice shall be subject to approval by the CVCC Project Manager as set out above.

#### 9. DEFAULT OF CONSULTANT

- (a) 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, CVCC 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.
- (b) As an alternative to notice of immediate termination, the CVCC 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 upon it 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, CVCC 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.

#### 10. OWNERSHIP OF DOCUMENTS

- (a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVCC or its designees at reasonable times to such books and records; shall give CVCC the right to examine and audit said books and records; shall permit CVCC to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- (b) Unless the RFP 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 CVCC and may be used, reused, or otherwise disposed of by CVCC without the permission of Consultant. With respect to computer files, Consultant shall make available to CVCC, at Consultant's office and upon reasonable written request by CVCC, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVCC, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

#### 12. INSURANCE

- (a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.
- (b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVCC with a certificate and endorsement verifying such coverage. 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 and endorsements evidencing insurance coverage as required 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 CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVCC may, in addition to any other remedies it may have, terminate this Agreement.
- (c) Consultant's insurance coverage shall be primary insurance as respects CVCC, its member agencies, and any other interested and related party designated by CVCC 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 CVCC, 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 CVCC.

- (d) 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.
- (e) Evidence of all insurance coverage shall be provided to CVCC prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVCC, 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.

#### 13. INDEPENDENT CONTRACTOR

- (a) Consultant is and shall at all times remain as to CVCC 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 CVCC, 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 CVCC or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVCC or its members, or bind CVCC or its members in any manner except as expressly authorized by CVCC.
- (b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVCC shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVCC shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 14. 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. CVCC, 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 not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

#### 15. UNDUE INFLUENCE

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 CVCC 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 CVCC 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 CVCC to any and all remedies at law or in equity.

#### 16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVCC, 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.

#### 17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVCC's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the CVCC Task Manager or unless requested by the CVCC 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 CVCC. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVCC notice of such court order or subpoena.
- (b) Consultant shall promptly notify CVCC 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 thereunder or with respect to any project or property of CVCC or its members. CVCC 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 CVCC and to provide the

opportunity to review any response to discovery requests provided by Consultant. However, CVCC's right to review any such response does not imply or mean the right by CVCC to control, direct, or rewrite said response.

(c) 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.

#### 18. NOTICES

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:

To CVCC: Executive Director

CVCC

74-199 El Paseo

Suite 100

Palm Desert, CA 92260

To Consultant: Michelle Turner

Project Coordinator American Integrated

Services. Inc.

1502 E. Opp Street Wilmington, CA 90744

#### 19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of thi.s Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVCC.

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 members of the project team without prior written approval by CVCC.

#### 20. MANAGEMENT

CVCC's Executive Director shall represent CVCC in all matters pertaining to

the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

#### 21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVCC before subcontracting any services related to this Agreement. CVCC reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

#### 22. LICENSES

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.

#### 23. GOVERNING LAW

CVCC 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, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVCC Executive Director or designee. Consultant shall give CVCC 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 CVCC with a statement supporting the claim. CVCC 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.

#### 24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVCC shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVCC written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVCC to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVCC shall be subject to any unsatisfied lien or

claim arising out of this Agreement.

#### 25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. 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.

#### 26. FORCE MAJEURE

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.

#### 27. AUTHORITY TO EXECUTE THIS AGREEMENT

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.

Signatures on next page.

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.

This amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY CONSERVATION COMMISSION
By:
Tom Kirk, Executive Director
AMERICAN INTEGRATED SERVICES, INC.
By: John Georgagi, Executive Vice President

## **EXHIBIT "A"**

#### **SCOPE OF WORK**

See following pages.



AIS proposes to complete the work of this proposal with our own resources and equipment. No subcontractors are anticipated.

#### 3.0 Work Plan

#### 3.1 Approach

American Integrated Services (AIS) utilizes a structured, respectful, and policy-compliant approach to addressing encampments and illegal dumpsites. Each response team will consist of one Project Manager and two trained Environmental Technicians who will work collaboratively to ensure that the project objectives are met in a safe, efficient, and professional manner. Upon receiving notification from a designated CVCC department representative, AIS promptly schedules the necessary work within standard operating hours-Monday through Friday, from 7:00 AM to 5:00PM, excluding holidays and weekends.

Upon arrival, the team will first conduct a tailgate safety meeting to identify and address any hazardous conditions present. During this meeting, the team will also document the location of the nearest hospital to ensure preparedness in case of an emergency. Following the safety briefing, initial photo documentation of the site will be taken to record conditions prior to cleanup activities.

If individuals experiencing homelessness are present, AIS will notify a representative with CVCC to coordinate with local law enforcement for assistance in relocating occupants, in accordance with applicable protocols.

In alignment with the CalTrans Encampment Removal Policy, any personal belongings discovered will be respectfully handled. Items will be bagged, tagged with the date and site location, and transported to the CVCC storage unit at 74876 42<sup>nd</sup> Ave, Palm Desert, CA 92260.

Upon completion of all cleanup tasks, final photo documentation will be taken to verify and report the restored condition of the site. This end-to-end process ensures transparency, accountability, and full compliance with CVCC requirements, while maintaining a commitment to treating all individuals and their property with dignity and care. All waste collected will be properly packaged and transported to disposal.

#### 3.2 Sequential Activities

#### 1. Project Scheduling and Coordination

- Performed by: Client Services Manager
- Activity: Upon notification, the Client Services Manager coordinates scheduling, staffing, and equipment logistics.
- Deliverable: Confirmed project schedule and team assignment.

#### 2. Site Arrival and Safety Briefing

- Performed by: Project Manager and Environmental Technicians
- Activity: Conduct a tailgate safety meeting to assess site-specific hazards and document emergency response procedures, including nearest hospital locations.
- Deliverable: Completed safety meeting log and hazard assessment.

#### 3. Initial Site Documentation

- Performed by: Environmental Technicians
- Activity: Photograph and document the site conditions before any cleanup activity begins.
- Deliverable: Pre-cleanup photo documentation and site report.

#### 4. Assessment for Occupants and Notification

- Performed by: Environmental Technicians under the direction of the Project Manager
- Activity: If individuals experiencing homelessness are present, AIS will immediately notify CVCC to coordinate with law enforcement for relocation support.
- Deliverable: Occupancy notification record.

#### 5. Cleanup Operations

- Performed by: Environmental Technicians under the direction of the Project Manager
- **Activity:** Remove all debris, trash, and waste material from the site. Hazardous materials will be handled per regulatory requirements.
- Deliverable: Cleared and cleaned site.

#### 6. Handling of Personal Belongings

- Performed by: Environmental Technicians
- **Activity:** Any personal items found will be carefully bagged and tagged with the date and location then, transported to the CVCC storage facility at 74876 42nd Ave, Palm Desert, CA 92260.
- **Deliverable:** Inventory log and chain-of-custody documentation for all items stored.

#### 7. Final Site Documentation

- Performed by: Environmental Technicians
- Activity: Photograph and document the post-cleanup condition of the site.
- **Deliverable:** Post-clean-up photo documentation and completion report.

#### 8. Disposal and Transportation to Disposal

- Performed by: Licensed Hazardous Endorsed Environmental Technician
- Activity: All collected waste including trash/debris, hazardous and non-hazardous materials will be classified, packaged, and transported to an approved Treatment, Storage, and Disposal Facility (TSDF) in accordance with all applicable local, state, and federal regulations. AlS will ensure compliance with Department of Transportation (DOT), and DTSC guidelines throughout the transportation and disposal process.
- **Deliverable:** CVCC will receive final copies of TSDF weight tickets and signed shipping documents that fulfill cradle-to-grave requirements for all waste removed and disposed of.

#### 9. Reporting and Submission

- Performed by: Project Manager
- **Activity:** Compile all documentation, including safety logs, photo documentation, and itemized cleanup reports, and submit them to the CVCC representative.
- Deliverable: Final project report package.

#### 3.3 Quality Control

American Integrated Services (AIS) is committed to maintaining the highest standards of quality, safety, and accountability throughout the duration of the project. AIS has developed a comprehensive quality control strategy that also supports strict adherence to budget and schedule requirements.

#### Pre-Work Site Review

For each scheduled cleanup site, AIS will review current photo documentation to assess the scope of work. Based on this assessment, AIS will generate a detailed cost estimate **prior to scheduling services**. This proactive step ensures clarity in scope and supports budgetary planning for CVCC.

#### Digital Documentation via GoCanvas:

All work performed in the field is digitally documented using the GoCanvas platform. This system provides:

- o A full, time-stamped project timeline
- o Detailed job descriptions
- o Total labor hours recorded per task
- Equipment and material usage logs
- o Comprehensive photo documentation (before, during, and after cleanup)

This platform ensures that all data is captured accurately and is readily available for review, quality assurance, and auditing.

#### Supervision and Oversight:

Each cleanup operation is overseen by a **Project Manager**, who is responsible for:

- Ensuring compliance with project specifications and safety protocols
- o Monitoring performance of on-site personnel
- o Verifying deliverables are completed to standard
- o Serving as the point of contact for the City's representatives

#### Continuous Feedback Loop:

AlS conducts periodic internal reviews of field reports, documentation, and client feedback to identify any areas for improvement. This ongoing evaluation supports continuous improvement and maintains consistency across all project tasks.

#### **Budget and Schedule Control**

#### Accurate Pre-Work Estimating:

By evaluating site conditions and preparing a cost estimate ahead of time, AIS ensures alignment with project budgets and avoids cost overruns.

#### Schedule Tracking:

Project schedules are managed using digital tools that allow AIS to track progress in real-time and make adjustments as needed to stay on target.

#### Resource Allocation:

AIS assigns experienced staff and appropriate equipment to each site based on scope and priority, which promotes efficiency and prevents delays.

#### 3.4 Special Issues

American Integrated Services (AIS) recognizes that encampment and illegal dumpsite cleanups may involve complex and sensitive challenges. Based on our extensive field experience, AIS has identified several special issues that may arise during the course of this project, along with the strategies we will implement to address them effectively:

#### 1. Presence of Individuals Experiencing Homelessness

- **Potential Issue:** Occupied encampments may require coordinated relocation efforts to ensure safety and compliance with local ordinances.
- Proposed Solution: AIS will immediately notify the designated CCVC representative if individuals are present at the site. We will coordinate with local law enforcement or outreach teams to ensure the situation is handled respectfully, lawfully, and with minimal disruption. Cleanup will not commence until the site is deemed clear and safe by the appropriate authorities.

#### 2. Discovery of Firearms or Illegal Substances

- **Potential Issue:** The presence of weapons, controlled substances, or drug paraphernalia poses serious safety risks and potential legal complications.
- Proposed Solution: If any firearms, illegal drugs, or suspicious materials are encountered, AIS personnel will immediately cease work in the affected area and notify local law enforcement. The area will be secured, and no items will be touched or moved until authorities have assessed and cleared the site. AIS staff are trained to recognize and respond appropriately to such discoveries to maintain safety and legal compliance.

#### 3. Hazardous Materials or Biological Waste

- Potential Issue: Sites may contain hazardous materials such as needles, human waste, chemicals, or biohazards.
- Proposed Solution: AIS Environmental Technicians are trained in proper handling and disposal procedures for hazardous and biohazardous waste. Appropriate PPE (personal protective equipment) will be worn, and contaminated materials will be managed in accordance with all applicable state and federal regulations.

#### 4. Property Damage or Vandalism Concerns

- Potential Issue: Cleanup sites may be located near public or private property, with the risk of unintentional damage or liability concerns.
- Proposed Solution: AIS will conduct thorough pre- and post-cleanup photo documentation to
  establish baseline conditions and verify that no damage has occurred. All work will be
  performed carefully and respectfully to avoid disruption to surrounding property.

#### 5. Unanticipated Scope Changes

- Potential Issue: Some sites may be more extensive or complex than originally reported, affecting time and cost estimates.
- Proposed Solution: If conditions at a site differ significantly from the initial assessment, AIS
  will pause work, notify CVCC, and provide an updated scope and cost estimate before
  proceeding. This ensures transparency and prevents unauthorized work or cost overruns.

#### 3.5 Federal Requirement Compliance

American Integrated Services (AIS) is fully committed to completing all aspects of the project in strict compliance with applicable **federal**, **state**, **and local regulations**. AIS employs a comprehensive compliance management approach that integrates regulatory knowledge, staff training, and robust documentation practices to ensure that all work performed meets or exceeds federal standards.

Approach to Federal Compliance

#### 1. Regulatory Awareness and Integration

AIS remains current on all applicable federal regulations, including but not limited to:

- Occupational Safety and Health Administration (OSHA) standards
- o Environmental Protection Agency (EPA) regulations
- Department of Transportation (DOT) requirements
- Cal/OSHA (as applicable in California, aligned with federal OSHA)
- Federal Emergency Management Agency (FEMA) protocols for emergency-related cleanup activities, where applicable
   These standards are fully integrated into our standard operating procedures (SOPs) and site-specific work plans.

#### 2. Staff Training and Certification

All AIS personnel receive ongoing training to maintain certifications in hazardous waste operations (HAZWOPER), bloodborne pathogen handling, confined space entry, and other relevant disciplines. This ensures that staff are prepared to safely and legally manage all cleanup activities involving environmental hazards or potential public health risks.

#### 3. Site-Specific Health and Safety Plans (HASP)

For each cleanup site, AIS develops and follows a **Health and Safety Plan** tailored to site conditions and hazards. These plans are aligned with OSHA and EPA guidelines and include protocols for:

- PPE requirements
- Emergency response procedures
- Hazard communication (HazCom)
- Decontamination processes

#### 4. Proper Handling and Disposal of Materials

AIS ensures all solid waste, hazardous materials, and biohazards are handled, transported, and disposed of in accordance with:

- EPA's Resource Conservation and Recovery Act (RCRA)
- o U.S. Department of Transportation Hazardous Materials Regulations (HMR)
- Applicable local and state waste management laws

#### 5. Documentation and Reporting

All activities are documented digitally through **GoCanvas**, which ensures complete transparency and traceability. Reports include:

- o Time-stamped activity logs
- o Photo documentation
- o Materials and waste tracking
- Equipment usage
   These records are retained and made available for review or audit, as required under federal grant or programmatic guidelines.

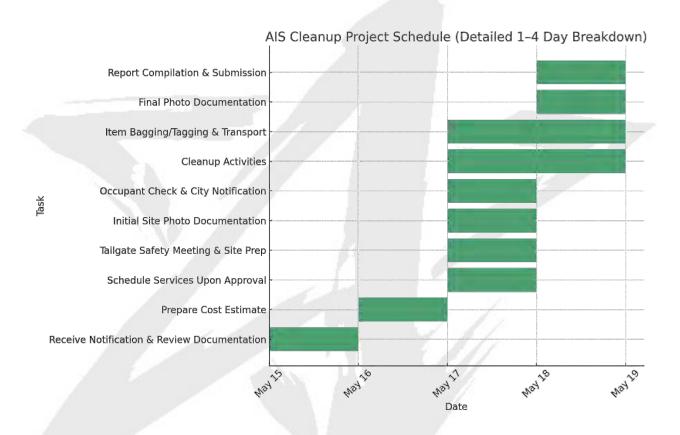
#### 6. Internal Quality and Compliance Audits

AIS conducts routine internal audits of project files and field practices to ensure compliance with federal standards. Findings are used to improve operations and address any discrepancies proactively.

By combining regulatory expertise, trained personnel, and systematic quality controls, AIS ensures that all project tasks are completed safely, efficiently, and in full compliance with all federal requirements.

#### 3.6 Schedule and Deadlines

AlS is prepared to respond quickly and efficiently upon notification of a scheduled cleanup. All tasks will be completed in accordance with CVCC's required timelines, with a typical site requiring **1–4 business** days from initial assessment through final reporting, depending on the scope and complexity of the site. Each project will follow a consistent workflow to ensure timely completion while maintaining quality and regulatory compliance. The following table represents a general timeline for a single cleanup site.



#### **EXHIBIT "B"**

#### PRICE FORMULA

See following pages for Consultant Proposal.





May 16, 2025

Coachella County
Conservation Commission

Attn: Kathleen Brundige, Director of Conservation

Reference: Illegal Dumpsite and Encampment Cleanup and Disposal Services

American Integrated Services, Inc. (AIS) appreciates the opportunity to submit our proposal for Illegal Dumpsite and Encampment Cleanup and Disposal Services. Our proposal is true and correct and in accordance with the RFP and Addenda 1 and 2 issued through the CVCC website.

American Integrated Services, Inc. has a corporate address located at 1502 E Opp Street, Wilmington, CA 90744. Telephone Number (310) 522-1168 and Fax Number (310) 522-0474.

Michelle Turner will be the contact for services proposed and can be contacted via email at <a href="mailto:mturner@americanintegrated.com">mturner@americanintegrated.com</a> and via telephone at (909) 251-5064 and via fax at (310) 522-0474.

AIS acknowledges receipt of all RFP addenda; 1 and 2.

Our proposal shall remain valid for a period of not less than 180 days from the date of submittal.

AIS does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will be pursuing the work. AIS will does not anticipate utilization of subcontractors on proposed work.

At American Integrated Services, we prioritize client collaboration and satisfaction. Our proactive communication, responsiveness, and commitment to excellence have resulted in strong, long-term relationships with our clients. We are confident that our combination of expertise, innovation, and client-centered approach makes us the idea partner for this program.

I am the Corporate Secretary of American Integrated Services, Inc., and legally authorized to submit proposals and bind AIS to contract.

Very truly yours,

John Georgagi

**Executive Vice President** 



Response to

# **Illegal Dumpsite and Encampment Cleanup and Disposal Services**

Submitted to

## **Coachella Valley Conservation Commission**

Attn: Kathleen Brundige, Director of Conservation

May 16, 2025

Proposal #4503067











**American Integrated Services, Inc.** 

1502 E. Opp Street Wilmington, CA 90744 888-423-6060 www.americanintegrated.com

**REMEDIATION · CONSTRUCTION · DEMOLITION · TRANSPORTATION · EMERGENCY RESPONSE** 

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### **Attachments**

Appendix 1 Relevant Projects
Appendix 2 Litigation
Appendix 3 Resumes
Appendix 4 Objections
Appendix 5 Signed Addenda

#### 1.0 Qualifications, Related Experience and References

#### 1.1 Company Profile

American Integrated Services, Inc. (AIS), is a full-service, minority certified environmental services company specializing in environmental construction and remediation, industrial demolition and abatement, waste management and specialty transportation services, industrial cleaning services and 24/7 emergency response. Founded in 1998, with annual revenues exceeding \$200M, AIS is recognized as an industry leader in providing turn-key environmental services, ranking in the top 30 of Engineering News-Record's (ENR) "All Environmental Firms" for the last six years.

AIS has seven office locations and equipment yards stationed strategically throughout California, and one office in the Gulf Coast (Houston, TX).

	American Integrated Services, Inc. Office Locations
Wilmington	1502 E Opp Street, Wilmington, CA 90744
Jurupa Valley	1877 Rubidoux Blvd., Riverside, CA 92509
Anaheim	2125 E Katella Ave., Suite 250 Anaheim, CA 92806
Bakersfield	1137 Carrier Parkway Ave, Bakersfield, CA 93308
Ventura	1351 Walter St., Ventura, CA 93003
Fairfield	1300 Oliver Road, 186, Fairfield, CA 94533
Rancho Cordova	1997 Aerojet Road, Rancho Cordova, CA 95742
Gulf	1801 Jasmine Drive, Pasadena, TX 77503

AIS employs a staff of over 450 employees including a large field staff consisting of heavy equipment operators and environmental technicians, construction, abatement and demolition specialists, emergency response and confined space trained rescue crews, and hazardous waste certified drivers. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

AIS field personnel are trained in accordance with 29 CFR 1910.120. In addition, the majority of our staff are cross trained in areas including confined space, trench/excavation, and asbestos abatement, all certified per OSHA and/or DOSH requirements. Our staff also receives additional specialty training throughout the year.

AIS owns over \$45 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support

vehicles, hazardous certified transportation vehicles (vacuum trucks, hydrovacs, roll-off trucks, bobtails, ten wheelers, drum trucks, flat beds, end dumps) and over 500 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

Our highly trained and experienced staff combined with our extensive list of company owned equipment, make it possible for AIS to provide safe, high quality and cost-effective services without reliance on subcontractors or 3<sup>rd</sup> party assistance.

#### 1.2 Firm's Financial Condition

There are no known financial conditions that would impede AIS' ability to complete the project.

#### 1.3 Work of a Similar Nature and Specialized Experience

AlS has performed homeless encampment site remediation for both public and private clients since 2016. We have current contracts to provide encampment clean up for Caltrans in Districts 1, 3, 4, 5, 6, 7, and 10. We provide these same services statewide to Union Pacific Rail Road. Our properly trained, certified and equipped personnel segregate, remove and transport non-hazardous, hazardous, human and animal biohazardous waste (biological waste and bloodborne pathogens), sharps, illegal drug labs, aerosols, propane tanks, cylinders universal waste, e-waste, waste tires, and garbage/debris to the appropriate disposal facilities.

AIS provides a turnkey operation for the removal and cleanup of large items, biohazardous materials, and other illegally dumped and encampment waste materials. In addition to site cleanup, AIS is committed to assisting with the assembly and dismantling of temporary structures, staging removal, relocation, and transportation of items and materials for the city.

AIS is also a fully licensed demolition and abatement contractor. Should the City direct demolition of a building after an encampment has been cleared, AIS is fully able to self-perform asbestos review, reporting, abatement and demolition. In addition, AIS holds a Pest Control License from the DPR, and has qualified applicators on staff.

Below is a list of our current homeless encampment projects.

Contract	Counties	Dates	Amount
01A6183	Del Norte, Humboldt, Trinity, Siskiyou, Mendocino,	8/2022 – 7/2025	\$1,748,616
	and Lake Counties		
03A3373	El Dorado, Placer, Sacramento, Yolo Counties	5/2022 – 5/2025	\$9,858,520
04A6534	Marin, Napa, Solano, Sonoma Counties	2/2023 – 1/2026	\$2,885,379
04A6476	Contra Costa, Alameda, Sacramento, Solano Counties	1/2023-12/2025	\$9,901,685
05A2547	Monterey, San Benito, Santa Cruz Counties	5/2023 – 5/2026	\$3,417,979
05A2541	San Luis Obispo, Santa Barbara Counties	6/2023 – 5/2026	\$4,409,541

Contract	Counties	Dates	Amount
07A5286	West Los Angeles and Ventura Counties	5/2022 – 5/2025	\$2,929,240
07A5561	South Los Angeles County	5/2023 – 5/2026	\$4,677,474
08A3574	San Bernardino County	4/2023 – 5/2026	\$5,633,341
10A2350	Alpine, Amador, Calaveras, Mariposa, Merced, San	5/2022 – 4/2025	\$8,479,907
	Joaquin, Stanislaus, Tuolumne Counties		

See *Appendix 1* for recently completed encampment cleanup projects.

#### 1.4 References

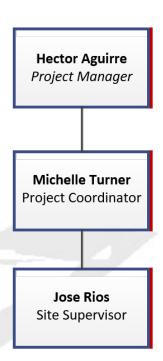
	Company	Metropolitan Water District of Southern CA
	Project Manager	David LeDuff
	Phone Number	213-217-5646
Reference 1	Project Description	Waste management, emergency response, industrial services
	Project Start and End Dates	2023 - current
	Company	Univar Solutions
110	Project Manager	Candy Stonecipher
Reference 2	Phone Number	208-713-1240
Reference 2	Project Description	Waste management, field services
	Project Start and End Dates	2024 - current
	Company	Caltrans
	Project Manager	Kelly Salazar
	Phone Number	909-677-9555
Reference 3	Project Description	Master Service Agreement San Bernardino & Riverside Counties 08A3071 – Removal of debris, bio-waste and various materials left by transients on Caltrans property including freeways, highways, and all rights-of-ways. Bio-waste includes syringes, needles, sharps, and other biohazardous agents.
	Project Start and End Dates	2019 - 2022

#### 2.0 Proposed Staffing and Project Organization

#### 2.1 Experience of Key Staff

Program Manager: Hector Aguirre Location: Los Angeles County Level of Commitment: Full time

Mr. Aguirre will serve as the dedicated Program Manager for this project and is committed to overseeing all phases of planning and execution. He will be available as the primary point of contact and will be actively involved throughout the duration of the contract. Mr. Aguirre is a Certified Hazardous Materials Specialist, and FEMA-Certified Incident Commander with over 22 years of experience in the hazardous waste industry. He brings a robust background in homeless encampment cleanup, emergency spill response, confined space entry, waste manifesting, construction oversight, scheduling, and budgeting. He is well-versed in EPA, DTSC, DOT, and other regulatory agency requirements pertaining to the packaging, transportation, and disposal of hazardous waste. Mr. Aguirre has been with AIS for 18 years.



Project Coordinator: Michelle Turner Location: Los Angeles County

Level of Commitment: Full time

Ms. Turner will be assigned full-time to this project, coordinating day-to-day activities, managing internal communications, and ensuring timely scheduling of field operations. She will act as a liaison between field personnel and CCVC stakeholders to facilitate seamless service delivery. With over 18 years of experience in the waste industry, Ms. Turner offers a strong expertise in client services, industrial services, emergency response coordination, homeless encampment cleanup, emergency spill response, and waste management. Ms. Turner has been with AIS for 1 year.

Site Supervisor: Jose Rios Location: Los Angeles County

Level of Commitment: As need/on-call

Mr. Rios will serve as the Site Supervisor and will be deployed to oversee field operations when the scope of work does not necessitate assignment of a full-time Project Manager. In these cases, Mr. Rios will assume full responsibility for on-site supervision, ensuring compliance with safety protocols, schedule adherence, and project documentation. Mr. Rios has over 23 years of experience in environmental field services, including homeless encampment cleanup, emergency spill response, confined space entry, waste manifesting, and regulatory compliance. He oversees all aspects of site operations, including equipment usage, health and safety documentation, and accurate daily reporting.

Mr. Rios has been with AIS for 15 years.

The proposed key staff will be available to the extent proposed for the duration of the Project. No key personnel shall be removed or replaced without prior written consent of CVCC.

AIS proposes to complete the work of this proposal with our own resources and equipment. No subcontractors are anticipated.

#### 3.0 Work Plan

#### 3.1 Approach

American Integrated Services (AIS) utilizes a structured, respectful, and policy-compliant approach to addressing encampments and illegal dumpsites. Each response team will consist of one Project Manager and two trained Environmental Technicians who will work collaboratively to ensure that the project objectives are met in a safe, efficient, and professional manner. Upon receiving notification from a designated CVCC department representative, AIS promptly schedules the necessary work within standard operating hours-Monday through Friday, from 7:00 AM to 5:00PM, excluding holidays and weekends.

Upon arrival, the team will first conduct a tailgate safety meeting to identify and address any hazardous conditions present. During this meeting, the team will also document the location of the nearest hospital to ensure preparedness in case of an emergency. Following the safety briefing, initial photo documentation of the site will be taken to record conditions prior to cleanup activities.

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In alignment with the CalTrans Encampment Removal Policy, any personal belongings discovered will be respectfully handled. Items will be bagged, tagged with the date and site location, and transported to the CVCC storage unit at 74876 42<sup>nd</sup> Ave, Palm Desert, CA 92260.

Upon completion of all cleanup tasks, final photo documentation will be taken to verify and report the restored condition of the site. This end-to-end process ensures transparency, accountability, and full compliance with CVCC requirements, while maintaining a commitment to treating all individuals and their property with dignity and care. All waste collected will be properly packaged and transported to disposal.

#### 3.2 Sequential Activities

#### 1. Project Scheduling and Coordination

- Performed by: Client Services Manager
- Activity: Upon notification, the Client Services Manager coordinates scheduling, staffing, and equipment logistics.
- **Deliverable:** Confirmed project schedule and team assignment.

#### 2. Site Arrival and Safety Briefing

- Performed by: Project Manager and Environmental Technicians
- Activity: Conduct a tailgate safety meeting to assess site-specific hazards and document emergency response procedures, including nearest hospital locations.
- Deliverable: Completed safety meeting log and hazard assessment.

#### 3. Initial Site Documentation

- Performed by: Environmental Technicians
- Activity: Photograph and document the site conditions before any cleanup activity begins.
- Deliverable: Pre-cleanup photo documentation and site report.

#### 4. Assessment for Occupants and Notification

- Performed by: Environmental Technicians under the direction of the Project Manager
- Activity: If individuals experiencing homelessness are present, AIS will immediately notify CVCC to coordinate with law enforcement for relocation support.
- Deliverable: Occupancy notification record.

#### 5. Cleanup Operations

- Performed by: Environmental Technicians under the direction of the Project Manager
- **Activity:** Remove all debris, trash, and waste material from the site. Hazardous materials will be handled per regulatory requirements.
- Deliverable: Cleared and cleaned site.

#### 6. Handling of Personal Belongings

- Performed by: Environmental Technicians
- **Activity:** Any personal items found will be carefully bagged and tagged with the date and location then, transported to the CVCC storage facility at 74876 42nd Ave, Palm Desert, CA 92260.
- **Deliverable:** Inventory log and chain-of-custody documentation for all items stored.

#### 7. Final Site Documentation

- Performed by: Environmental Technicians
- Activity: Photograph and document the post-cleanup condition of the site.
- **Deliverable:** Post-clean-up photo documentation and completion report.

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- Performed by: Licensed Hazardous Endorsed Environmental Technician
- Activity: All collected waste including trash/debris, hazardous and non-hazardous materials will be classified, packaged, and transported to an approved Treatment, Storage, and Disposal Facility (TSDF) in accordance with all applicable local, state, and federal regulations. AlS will ensure compliance with Department of Transportation (DOT), and DTSC guidelines throughout the transportation and disposal process.
- **Deliverable:** CVCC will receive final copies of TSDF weight tickets and signed shipping documents that fulfill cradle-to-grave requirements for all waste removed and disposed of.

#### 9. Reporting and Submission

- Performed by: Project Manager
- **Activity:** Compile all documentation, including safety logs, photo documentation, and itemized cleanup reports, and submit them to the CVCC representative.
- Deliverable: Final project report package.

#### 3.3 Quality Control

American Integrated Services (AIS) is committed to maintaining the highest standards of quality, safety, and accountability throughout the duration of the project. AIS has developed a comprehensive quality control strategy that also supports strict adherence to budget and schedule requirements.

#### Pre-Work Site Review

For each scheduled cleanup site, AIS will review current photo documentation to assess the scope of work. Based on this assessment, AIS will generate a detailed cost estimate **prior to scheduling services**. This proactive step ensures clarity in scope and supports budgetary planning for CVCC.

#### Digital Documentation via GoCanvas:

All work performed in the field is digitally documented using the GoCanvas platform. This system provides:

- o A full, time-stamped project timeline
- o Detailed job descriptions
- o Total labor hours recorded per task
- Equipment and material usage logs
- o Comprehensive photo documentation (before, during, and after cleanup)

This platform ensures that all data is captured accurately and is readily available for review, quality assurance, and auditing.

#### Supervision and Oversight:

Each cleanup operation is overseen by a **Project Manager**, who is responsible for:

- Ensuring compliance with project specifications and safety protocols
- o Monitoring performance of on-site personnel
- o Verifying deliverables are completed to standard
- o Serving as the point of contact for the City's representatives

#### Continuous Feedback Loop:

AlS conducts periodic internal reviews of field reports, documentation, and client feedback to identify any areas for improvement. This ongoing evaluation supports continuous improvement and maintains consistency across all project tasks.

#### **Budget and Schedule Control**

#### Accurate Pre-Work Estimating:

By evaluating site conditions and preparing a cost estimate ahead of time, AIS ensures alignment with project budgets and avoids cost overruns.

#### Schedule Tracking:

Project schedules are managed using digital tools that allow AIS to track progress in real-time and make adjustments as needed to stay on target.

#### Resource Allocation:

AIS assigns experienced staff and appropriate equipment to each site based on scope and priority, which promotes efficiency and prevents delays.

#### 3.4 Special Issues

American Integrated Services (AIS) recognizes that encampment and illegal dumpsite cleanups may involve complex and sensitive challenges. Based on our extensive field experience, AIS has identified several special issues that may arise during the course of this project, along with the strategies we will implement to address them effectively:

#### 1. Presence of Individuals Experiencing Homelessness

- **Potential Issue:** Occupied encampments may require coordinated relocation efforts to ensure safety and compliance with local ordinances.
- Proposed Solution: AIS will immediately notify the designated CCVC representative if individuals are present at the site. We will coordinate with local law enforcement or outreach teams to ensure the situation is handled respectfully, lawfully, and with minimal disruption. Cleanup will not commence until the site is deemed clear and safe by the appropriate authorities.

#### 2. Discovery of Firearms or Illegal Substances

- **Potential Issue:** The presence of weapons, controlled substances, or drug paraphernalia poses serious safety risks and potential legal complications.
- Proposed Solution: If any firearms, illegal drugs, or suspicious materials are encountered, AIS personnel will immediately cease work in the affected area and notify local law enforcement. The area will be secured, and no items will be touched or moved until authorities have assessed and cleared the site. AIS staff are trained to recognize and respond appropriately to such discoveries to maintain safety and legal compliance.

#### 3. Hazardous Materials or Biological Waste

- Potential Issue: Sites may contain hazardous materials such as needles, human waste, chemicals, or biohazards.
- Proposed Solution: AIS Environmental Technicians are trained in proper handling and disposal procedures for hazardous and biohazardous waste. Appropriate PPE (personal protective equipment) will be worn, and contaminated materials will be managed in accordance with all applicable state and federal regulations.

#### 4. Property Damage or Vandalism Concerns

- Potential Issue: Cleanup sites may be located near public or private property, with the risk of unintentional damage or liability concerns.
- Proposed Solution: AIS will conduct thorough pre- and post-cleanup photo documentation to
  establish baseline conditions and verify that no damage has occurred. All work will be
  performed carefully and respectfully to avoid disruption to surrounding property.

#### 5. Unanticipated Scope Changes

- Potential Issue: Some sites may be more extensive or complex than originally reported, affecting time and cost estimates.
- Proposed Solution: If conditions at a site differ significantly from the initial assessment, AIS will pause work, notify CVCC, and provide an updated scope and cost estimate before proceeding. This ensures transparency and prevents unauthorized work or cost overruns.

#### 3.5 Federal Requirement Compliance

American Integrated Services (AIS) is fully committed to completing all aspects of the project in strict compliance with applicable **federal**, **state**, **and local regulations**. AIS employs a comprehensive compliance management approach that integrates regulatory knowledge, staff training, and robust documentation practices to ensure that all work performed meets or exceeds federal standards.

Approach to Federal Compliance

#### 1. Regulatory Awareness and Integration

AIS remains current on all applicable federal regulations, including but not limited to:

- Occupational Safety and Health Administration (OSHA) standards
- o Environmental Protection Agency (EPA) regulations
- o Department of Transportation (DOT) requirements
- Cal/OSHA (as applicable in California, aligned with federal OSHA)
- Federal Emergency Management Agency (FEMA) protocols for emergency-related cleanup activities, where applicable
   These standards are fully integrated into our standard operating procedures (SOPs) and site-specific work plans.

#### 2. Staff Training and Certification

All AIS personnel receive ongoing training to maintain certifications in hazardous waste operations (HAZWOPER), bloodborne pathogen handling, confined space entry, and other relevant disciplines. This ensures that staff are prepared to safely and legally manage all cleanup activities involving environmental hazards or potential public health risks.

#### 3. Site-Specific Health and Safety Plans (HASP)

For each cleanup site, AIS develops and follows a **Health and Safety Plan** tailored to site conditions and hazards. These plans are aligned with OSHA and EPA guidelines and include protocols for:

- PPE requirements
- Emergency response procedures
- Hazard communication (HazCom)
- Decontamination processes

#### 4. Proper Handling and Disposal of Materials

AIS ensures all solid waste, hazardous materials, and biohazards are handled, transported, and disposed of in accordance with:

- EPA's Resource Conservation and Recovery Act (RCRA)
- o U.S. Department of Transportation Hazardous Materials Regulations (HMR)
- Applicable local and state waste management laws

#### 5. Documentation and Reporting

All activities are documented digitally through **GoCanvas**, which ensures complete transparency and traceability. Reports include:

- o Time-stamped activity logs
- o Photo documentation
- o Materials and waste tracking
- Equipment usage
   These records are retained and made available for review or audit, as required under federal grant or programmatic guidelines.

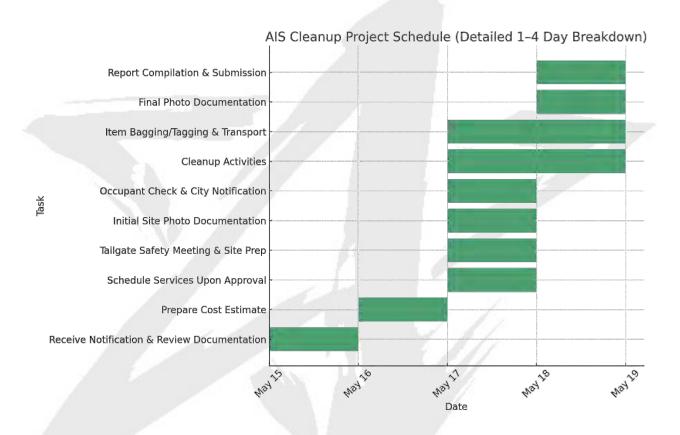
#### 6. Internal Quality and Compliance Audits

AIS conducts routine internal audits of project files and field practices to ensure compliance with federal standards. Findings are used to improve operations and address any discrepancies proactively.

By combining regulatory expertise, trained personnel, and systematic quality controls, AIS ensures that all project tasks are completed safely, efficiently, and in full compliance with all federal requirements.

#### 3.6 Schedule and Deadlines

AlS is prepared to respond quickly and efficiently upon notification of a scheduled cleanup. All tasks will be completed in accordance with CVCC's required timelines, with a typical site requiring **1–4 business** days from initial assessment through final reporting, depending on the scope and complexity of the site. Each project will follow a consistent workflow to ensure timely completion while maintaining quality and regulatory compliance. The following table represents a general timeline for a single cleanup site.



## Appendix 1

## Recently Completed Encampment Clean Up Projects

Client	Location	Dates	Amount
Caltrans, District 10	Stockton	01/2017 - 01/2019	\$396,000
Caltrans, District 7	Los Angeles, Ventura	03/2017 - 03/2019	\$669,500
Union Pacific Railroad (UPRR)	Salinas	03/2020 - 03/2020	\$500,000
CA Dept. of Parks and Recreation	Ventura	02/2020 - 03/2020	\$10,000
Caltrans, District 12	Orange County	06/2018 – 06/2020	\$226,095
CA Dept. of Parks and Recreation	Ventura	01/2021 – 02/2021	\$80,300
University of California Santa Cruz	Santa Cruz	07/2021 – 08/2021	\$81,300
Caltrans, District 6	Fresno	11/2019 – 01/2022	\$3,036,480
Caltrans, District 4	San Francisco, San Mateo, Santa Clara Counties	06/2022 – 06/2023	\$3,759,509
Sacramento Municipal Utility District (SMUD)	Sacramento County	07/2023 – 12/2023	\$100,000

# Appendix 2 Litigation

No claims have been filed by our firm or against our firm for work related to homeless encampment cleanup projects.



#### Hector Aguirre, Jr.

#### Program Manager



#### **Education and Training**

OSHA 40 Hour Training for HazWaste Operations Supervisor (29CFR1910)

OSHA 8 Hour Refresher Supervisor Training for Haz Waste Operations

Asbestos Awareness

**Bloodborne Pathogens** 

BNSF - Safety Training

**Confined Space Entry** 

DOT HM-181, HM-126F (49CFR 172.704)

FEMA – ICS-100.b, IS-200.b, IS-700, Incident Command System Training

Fall Protection

Fire Prevention

First Aid/CPR

**HS2 Training** 

**Heat Illness Prevention** 

Homeland Security, Weapons of Mass Destruction – Level II Radiation

Lead Awareness

Silica Dust Awareness

OES Office of Emergency Services Hazardous Materials Specialist, A, B, C, D, F, G

OES Stated Certified Hazardous Materials Specialist

Supervisor Drug and Alcohol Training

UPRR – Tank Car Safety

#### **Summary of Experience**

Mr. Aguirre is a Certified Hazardous Materials and **FEMA** Certified Incident Specialist, Commander, with over 20 years of experience in the hazardous waste industry. He has an extensive background in emergency spill response, encampment clean up, confined space entry, manifesting hazardous and non- hazardous waste streams, construction, scheduling, and budgeting. He is knowledgeable of EPA, DTSC, DOT, and other regulatory agency requirements pertaining to the packaging, transportation, and disposal of hazardous waste.

#### **Major Projects**

City of Placentia, Encampment Clean Up, Placentia, CA. *Site Supervisor*. Confined space entry into 56" reinforced concrete storm drain to clean homeless encampment that caught fire.

**Union Pacific Railroad, Encampment Clean Up. Salinas, CA.** *Site Supervisor.* Removal of discarded junk, tires, lumber, trash, debris, transient encampments, overgrown vegetation, fallen trees and limbs at underpass. Obtain final approvals from code enforcement.

Caltrans, Various Locations. *Project Manager/Incident Commander*. AIS has provided emergency response, cleanup and disposal services of hazardous materials and/or non-hazardous materials spilled on highways and public rights of

way for Caltrans since 2009. AlS has provided encampment clean up services to Caltrans since 2017. These services include proper removal of contaminated debris, biological waste (syringes, needles, blood, vomit, feces), environmentally regulated substances and hazardous waste, including materials in confined spaces. AlS trains, coordinates and dispatches personnel and equipment immediately, 24 hours per day, 365 days per year. All responders maintain a state a constant readiness with fully equipped and maintained response vehicles.

#### Hector Aguirre, Jr.

#### Program Manager



Western Tower Site Services, Encampment Clean Up, Modesto, CA. Site Supervisor. Encampment cleaning, including removal of bio-hazards, sharps, and other drug paraphernalia. Remove, segregate, and categorize all known and unknown hazardous materials.

Union Pacific Rail Road, Various Locations. *Project Manager/Incident Commander*. Since 2007, Mr. Aguirre has managed the AIS master agreement with Union Pacific Railroad to provide environmental emergency response, non-emergency services, and general maintenance services on an "as needed" basis. AIS has responded to an average of 100 incidents per year including derailments involving hazardous materials, spills, leaks, discharges, unintentional releases of hazardous materials, wastes, petroleum products, PCB's pesticides, herbicides, and all other products or wastes which are considered hazardous under applicable federal or state laws. Mr. Aguirre also assists UPRR in preparation of site safety plans for the scene of discharges, including consultation with industrial hygienists and toxicologists as requested by federal or state regulatory agencies, or as requested by UPRR. AIS also assists with liquid and compressed gas transfers, exterior and interior decontamination of tank cars, and load reductions due to releases from overloading.

Southern California Edison, Southern California. *Project Manager.* Mr. Aguirre manages the AIS master agreement with SCE to provide emergency response services in the Inland Empire. Clean up work has been performed on buried underground residential distribution (BURD) structures, pole tops, vaults, pad mounts, tank cleaning, PCB remediation, rodent abatement, hydraulic spills/clean ups and confined space entry. Responses involve both public and private property, and cleanups both inside buildings and outside on land and water. Over half of these responses have been on residential properties. AIS also provides response/assistance during catastrophic events such as earthquake, fires, flooding, and extreme weather events. Mr. Aguirre manages response supervisors, vacuum truck drivers, and field technicians in the day to day operations of scheduled work and emergency spill response. He assists in the preparation and implementation of health and safety plans, work plans, and miscellaneous technical reports.

Confidential Client, Power Plant, Carlsbad, CA. *Project Manager*. Project began as an emergency spill response and evolved into abatement, cleaning and demolition of six aboveground tanks and associated fuel lines at the Cabrillo Power Plant in Carlsbad, California. The work included the removal of asbestos pipe wrap, the removal of fuel oil tank bottom material, onsite treatment of accumulated tank rain water, decontamination and demolition of the piping, pumps and ancillary equipment, the demolition of six aboveground fuel tanks and the excavation and removal of 30,000 tons of hydrocarbon impacted soil beneath the tanks. Mr. Aguirre acted as incident commander to initial spill and provided technical support throughout the project.

**GSI Environmental, San Diego, CA.** *Project Manager.* Project included decontamination of plating shop dip tanks. Plating line contents were pumped into totes, and profiled and shipped per waste streams including acids, caustics, and cyanides. Tanks were then decontaminated under level C PPE prior to facility

#### Hector Aguirre, Jr.

#### Program Manager



demolition. Mr. Aguirre was responsible for on-site project management, health and safety, and client reporting. Project was performed under the jurisdiction of CUPA (San Diego County Fire).

Confidential Client, Daggett, CA. *Project Manager*. Mr. Aguirre was project manager for cleaning tanks that contained hydrazine, ammonia, sulfuric acid and diesel. Tanks containing diesel fuel and sulfuric acid required confined space entry under level C PPE. Contents were removed by vacuum trucks, and tanks were cleaned by pressure washer. The waste was profiled, manifested and transported as hazardous waste. Tanks containing hydrazine or ammonia were drained of product, and the tanks were flushed with water. Rinseate was removed by pump under level B PPE, and properly drummed and labelled and transported as hazardous waste. Mr. Aguirre was responsible for on-site project management and for created and enforcing the site-specific health plan.

Mosaic Companies, Facility Decommissioning, Redmond, WA. *Site Manager*. Decommissioning of an organic liquid fertilizer facility in Redmond, Washington, including a processing plant, two storage units, and nine harvester locations. Electrical and mechanical disconnection of all power and controls, process piping and process equipment. AlS lab packed chemicals from two laboratories within the processing facility. Demolition tasks were done by hand, supplemented by heavy equipment, as hot work was not allowed.

**Cytec Engineered Materials, Costa Mesa, CA.** *Project Manager.* Mr. Aguirre managed the decontamination and dismantling of process tanks, piping, ducting and hood systems at the Cytec Plant in Costa Mesa. Tanks contained a flammable solid resin. AlS cold cut (non-sparking) tools to remove residual material from tanks. Residuals were categorized in included RCRA waste, which was properly transported and disposed. Low contaminated material was treated as scrap.

Rexam Beverage Cans America, Manufacturing Plant Decon, Demo, Chatsworth, CA. *Site Manager*. Decontamination and demolition of interior and exterior associated processes including all mechanical equipment, ductwork (including wet & dry systems), utilities, lines, drains and sumps. Decontaminate and remove tanks, piping and associated equipment, wastewater treatment plant, vacuum lines, and process piping. Contaminates of concern include chromium and cadmium.

**Criterion Catalysts, Azusa, CA.** *Site Supervisor* for the decontamination of a large 14.5-acre site, comprised of multiple manufacturing buildings and a tank farm utilized for production, packing, processing, testing, storage and shipment of a catalyst used in petrochemical refineries. Tanks formerly containing hydrogen peroxide, ammonia, sulfuric acid, phosphoric acid, caustic soda, nitric acid and nickel nitrate were cleaned. Tanks were accessed using manholes. Steam pressure washers with a variety of extensions and specialized tips were used to minimize the number of confined space entries and amount of cleanup derived waste and rinseate. Buildings were also decontaminated using a combination of vacuuming and wet wipe approach, and mercury and asbestos clean-up was required in the former QA Laboratory, under the regulation of the SCAQMD.

#### **Jose Rios**

#### Site Supervisor



#### **Education and Training**

OSHA 40 Hour Training for HazWaste Operations Supervisor (29CFR1910)

OSHA 8 Hour Refresher Supervisor Training for Haz Waste Operations

**Asbestos Awareness** 

**Bloodborne Pathogens** 

**Confined Space Entry** 

**Confined Space Rescue** 

COVID-19

**Fall Protection** 

First Aid - CPR

Heat Illness

Lead Awareness

Silica Awareness

#### **Summary of Experience**

Mr. Rios has over 18 years of experience in environmental field services. He is well versed in all facets of demolition and abatement projects and has extensive experience in tank and process pipeline cleaning and removal. He is responsible for management of all aspects related to the performance of field work. In his role as site superintendent, Mr. Rios is responsible for overseeing site operations, site safety, project scheduling, daily operations, and field management of subcontractors, equipment and personnel. He completes all AIS paperwork and project documentation, including accurate recording of time worked, daily work reports, daily tailgate meetings, hazardous waste manifests, and is responsible for accurate completion of health and safety documents including proper accident/injury reporting. Additionally, he ensures that all assigned equipment is maintained and operated in compliance with regulatory laws and safety requirements

#### **Major Projects**

**Caltrans, Various Locations.** *Site Supervisor.* AIS has provided emergency response, cleanup and disposal services of hazardous materials and/or non-hazardous materials spilled on

highways and public rights of way for Caltrans since 2009. AlS has provided encampment clean up services to Caltrans since 2017. These services include proper removal of contaminated debris, biological waste (syringes, needles, blood, vomit, feces), environmentally regulated substances and hazardous waste, including materials in confined spaces. AlS trains, coordinates and dispatches personnel and equipment immediately, 24 hours per day, 365 days per year. All responders maintain a state a constant readiness with fully equipped and maintained response vehicles.

Southern California Edison, Inland Empire, CA. Site Supervisor AlS provides emergency clean up work on buried underground residential distribution (BURD) structures, pole tops, vaults, pad mounts, tank cleaning, PCB remediation, rodent abatement, hydraulic spills/clean ups and confined space entry. Responses involve both public and private property, and cleanups both inside buildings and outside on land and water. Over half of these responses have been on residential properties. AlS also provides response/assistance during catastrophic events such as earthquake, fires, flooding, and extreme weather events.

#### **Jose Rios**

#### Site Supervisor



Union Pacific Rail Road, Various Locations. *Site Supervisor*. AlS provides environmental emergency response, non-emergency services, and general maintenance services on an "as needed" basis. AlS has responded to an average of 100 incidents per year including derailments involving hazardous materials, spills, leaks, discharges, unintentional releases of hazardous materials, wastes, petroleum products, PCB's pesticides, herbicides, and all other products or wastes which are considered hazardous under applicable federal or state laws. AlS also assists with liquid and compressed gas transfers, exterior and interior decontamination of tank cars, and load reductions due to releases from overloading.

**Confidential Client, El Segundo, CA.** *Site Supervisor* On call industrial and field services. On going agreement since 2010 to provide industrial and emergency response services at El Segundo site power plant. Specific tasks performed include emergency response to pump room release of ammonia, clean out of retention basin which contained sludge solids and water, cleaning of sodium hypochlorite tanks, emergency call out for sewage release and others.

Tradebe, Tank Farm Decon/Demo, Santa Fe Springs, CA. *Site Supervisor*. Project consisted of decontamination and demolition of 27 tanks. Decontamination procedures included pressure washing or steam cleaning interior of tanks and process lines. Some confined space work in vertical tanks. Piping was opened by breaking flanged connections and rinsed with hot water. Rinseate was collected by vacuum truck. AIS used imported crushed base rock to create ramps over containment walls to allow hydraulic shears to travel from tank to tank.

NRG Tank Cleaning, Pittsburg, CA. Site Supervisor. AIS was contracted to remove remaining liquid and solid contents (residual oil, sludge, water, etc.) from Tank 16, an out-of-service 273-foot-diameter, 48-foot-high, fixed roof oil storage tank. AIS pumped out tank water contaminated with residual fuel oil into holding tanks and used vacuum trucks to transport the water under non-hazardous manifests for disposal/recycling. Using mechanized equipment, AIS solidified the exposed tank bottom material to a condition suitable for loading out as a bulk solid into visqueen-lined sealed end dumps for transport and off-site disposal under non-hazardous manifests. Once the bottom material was removed from the tank, AIS used lights, manlifts, steam cleaners and pressure washers to complete the tank cleaning operation.

Criterion Catalysts, Azusa, CA. *Site Supervisor*. Decontamination and demolition of a large 14.5-acre site, comprised of multiple manufacturing buildings and a tank farm utilized for production, packing, processing, testing, storage and shipment of a catalyst used in petrochemical refineries. Tanks formerly containing hydrogen peroxide, ammonia, sulfuric acid, phosphoric acid, caustic soda, nitric acid and nickel nitrate were cleaned. Tanks were accessed using manholes. Steam pressure washers with a variety of extensions and specialized tips were used to minimize the number of confined space entries and amount of cleanup derived waste and rinseate. Buildings were also decontaminated using a combination of vacuuming and wet wipe approach, and mercury and asbestos clean-up was required in the former QA Laboratory, under the regulation of the SCAQMD.

#### **Jose Rios**

#### Site Supervisor



Entergy Texas, Sabine Pipeline Cleaning and Demo, Orange, TX. Site Supervisor. AIS was contracted to provide the Sabine Station #6 fuel oil removal from approx. 9,000 LF of existing various sized lines feeding from the existing tank farm to the fuel dock to Unit #5, including recovery and pipe capping. Primary and secondary containments were established under all insulation removal areas, valves, and ports. Utilization of bins and vacuum trucks for recovery and recycling for each section. AIS cold cut the top of the pipe for stinger windows for inspections and additional pumping and flushing.

Williams Slug Catcher Station 24 Demolition, Tulsa, Oklahoma. *Site Supervisor*. Remove, recycle, and dispose of slug catcher pipe, headers, supports and ancillary equipment from the facility grounds including hydrocarbon debris that remains within the slug catcher equipment at Williams Station 24. High levels of mercury contamination were handled under level A PPE gear and atmospheric testing. AlS excavated near high-pressure natural gas pipelines and high voltage transmission lines. The perimeter trenching was 5' deep and AlS removed concrete piers. All excavations were backfilled with compatible fill and seeding/mulching of slug catcher area. Installation of new truck route road and 16" RCP culverts.

Ball Container, Warehouse Decon/Demo, Longview, TX. *Site Supervisor*. Decontamination and demolition of all canning process lines inside industrial warehouse. Project featured extensive decontamination procedures to remove oils, acids, coolants, and varnishes during decommissioning. Phased electrical decommissioning was also required that allowed the steam cleaning of all interior ceilings and walls. AlS also provided rigging and machinery dismantlement to allow owner to reutilize equipment in other plants. Hydraulic presses, decorators, and can body-makers were disassembled and loaded onto heavy haul trailers for offsite transport. Over 1,000 tons of non-ferrous and ferrous metals were recycled on the project.

Exide Technologies, Full Plant Decontamination/Deconstruction, Vernon, CA. *Site Supervisor*. Implementation of Closure Plan of 200,000 SF smelting plant, up to 100' in height, under oversight of EPA, DTSC, SCAQMD, and OSHA. Design/build elements of the project include full enclosure unit with HAKI truss system, mechanical/ducting alteration and shut down, structural deconstruction plans, and specialized cloud-based tracking software. Project work scope includes permitting; removal of hazardous material and waste stored/contained within units; cleaning and removal of tanks, sumps and miscellaneous units; decontamination and demolition of process equipment and other ancillary components; building decontamination/deconstruction under negative air pressure; water management.

ERM, GenOn Sayreville Generating Station Abatement/Demolition. Sayreville, NJ. Site Supervisor. Abatement and demolition of Coal Conveyance System. The project featured over 200 crane lifts from heights exceeding 100 feet and two professionally engineered felling sequences for a 130-foot-tall water tower and a 100-foot-tall transfer tower. Additional features included the dismantlement of the 120-foot-tall Coal Unloader structure that was used to move coal from the river barges to the power plant. This structure, which included a cantilevered truss that extended 50 feet over the river, was removed while managing all debris, paint chips and torch slag. AlS's innovative solution to this was the deployment of modular barges in the river to serve as a debris catch.

# Appendix 4 Objections

AIS accepts the language of the standard contract transmitted with this RFP.





# REQUEST FOR PROPOSALS FOR ILLEGAL DUMPSITE AND ENCAMPMENT CLEANUP AND DISPOSAL SERVICES

#### **ADDENDUM**

Addendum Date: April 28, 2025

**Purpose:** This addendum supplements, amends, and takes precedence over the original

Request for Proposal (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have on their scope of services and cost for their submitted

proposal response.

Note: All requirements of the RFP documents remain unchanged except as cited

herein.

#### **Questions & Requests:**

The following are clarifications and responses to the questions received by the Coachella Valley Conservation Commission (CVCC) as of 2:00 p.m. on April 25, 2025. A final addendum will be issued with responses to questions received after April 25, 2025 and by the deadline of 2:00 p.m. on May 2, 2025, and will be posted no later than May 6, 2025.

1. **Question:** Who currently provides these services? Please provide a copy of the current contract and rates.

Response: CVCC does not currently have a vendor for these services on contract.

2. **Question:** What is the estimated annual value of this contract?

**Response**: \$249,234.

3. Question: What is the term of this contract?

**Response:** July 1, 2025 through March 30, 2027 or not to exceed \$249,234.

4. Question: Will you be posting the required notice to vacate at all encampments?

<u>Response</u>: Yes, notices will be posted with Police presence at least 72 hours prior to cleanup.

5. Question: Will you be posting the notice to vacate at all camp sites in the area?

**Response**: Yes, CVCC and Desert Hot Springs representatives will be notifying the camp sites prior to cleanup.

6. **Question**: Will there be a police presence provided during cleanup work?

Response: Police presence will be available prior to encampment site cleanup. If work is prevented due to the presence of people experiencing homelessness onsite, work will be paused until the police mitigate the situation.

7. **Question:** Will you provide a police presence when encampment residents have not vacated the site? Will we have law enforcement with us while we're cleaning the encampments?

<u>Response</u>: Yes, Desert Hot Springs police will be present prior to encampment cleanup starting to keep the peace.

8. **Question:** How do you define personal property and what is the address of the storage site we should take it to?

Response: CVCC follows the <u>CalTrans Encampment Removal Policy.</u> The address of our storage unit is 74876 42nd Ave, Palm Desert, CA 92260

- a. Personal property that is not a health or safety hazard, in plain sight, shall be collected, labelled, and stored. Contractors shall collect the following items:
  - i. Items of apparent value defined as items having an apparent value of \$50 or more.
  - ii. Items of apparent personal value including but not limited to:
    - 1. Eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment.
    - 2. Tents (habitable and uncontaminated).
    - 3. Personal papers such as photographs, albums, IDs, bank statements, legal papers, etc.
    - 4. Bicycles, scooters, strollers in good repair.
- b. Due to the exigent circumstances surrounding Priority Level 1 removals, it may not be possible to collect, label and store items.
- 9. **Question:** What do you want us to do with personal property? Do you have a nearby storage site we should take it to? If yes, what is the address?

**Response**: Personal Property, as defined by the CalTrans Encampment Removal Policy, is to be stored at the CVCC storage unit 74876 42nd Ave., Palm Desert, CA 92260 for 60 days.

10. **Question:** Will it be required to sort personal items and take them to the facility for storage, or will everything be thrown away?

Response: CVCC follows the CalTrans Encampment Removal Policy. The address of our storage unit is 74876 42nd Ave, Palm Desert, CA 92260.

- a. Personal property that is not a health or safety hazard, in plain sight, shall be collected, labelled, and stored. Contractors shall collect the following items:
  - i. Items of apparent value defined as items having an apparent value of \$50 or more.
  - ii. Items of apparent personal value including but not limited to:
    - 1. Eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment

- 2. Tents (habitable and uncontaminated).
- 3. Personal papers such as photographs, albums, IDs, bank statements, legal papers, etc.
- 4. Bicycles, scooters, strollers in good repair.
- b. Due to the exigent circumstances surrounding Priority Level 1 removals, it may not be possible to collect, label and store items
- 11. **Question:** With provided map of encampments, is there a specific order for cleanup, or can contractor cleanup in order they want?

**Response**: Priority will be given to non-encampment dumpsites to allow for further coordination and outreach to encampments for cleanup in the fall.

12. **Question**: Is this project prevailing wage?

Response: Yes.

13. **Question:** How will work be scheduled and authorized? Will you provide a single work order for the entire site or multiple work orders? Please describe how you would like to handle this.

Response: CVCC staff will send Site Characterization Forms for each site to the vendor detailing coordinates, waste estimates, types of waste, and site access directions. Non-encampment dumpsites will be scheduled between July 1, 2025 and September 30, 2025. Encampment cleanups will be scheduled for the months of October-December to provide time for outreach, notification, and coordination. All future dumpsites will have a Site Characterization Form completed and submitted to the vendor for remediation.

**Acknowledgement:** Proposers must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included with your submitted proposal response.

Authorized Signature:	Date: 05/14/2025

har IIIA

Company: American Integrated Services



# REQUEST FOR PROPOSALS FOR ILLEGAL DUMPSITE AND ENCAMPMENT CLEANUP AND DISPOSAL SERVICES

**ADDENDUM No. 2 (FINAL)** 

Addendum Date: May 6, 2025

**Purpose:** This addendum supplements, amends, and takes precedence over the original

Request for Proposal (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have on their scope of services and cost for their submitted

proposal response.

Note: All requirements of the RFP documents remain unchanged except as cited

herein.

#### **Questions & Requests:**

The following are clarifications and responses to the additional questions received by the Coachella Valley Conservation Commission (CVCC) after April 25, 2025 Addendum No. 1 and by the deadline of 2:00 p.m. on May 2, 2025.

1. Question: We would like to request a site visit for this bid.

Response: Some of our sites are active encampments and we cannot arrange a site visit at this time. Attached are aerial photos of each site. Please note that this scope of work does not include the removal of personal vehicles and RVs and that it will be handled by a separate contractor for towing services.

2. **Question:** Who is the current vendor / incumbent, and can we have a copy of the current contract?

Response: CVCC does not currently have a vendor for these services on contract.

3. **Question:** Is prevailing wage applicable to this contract?

Response: Yes.

4. **Question**: Is there a service response time, if yes then is it flexible?

**Response**: Yes, the service response time is flexible and CVCC would provide at least two weeks notice before cleanup.

5. **Question:** Please confirm is this the fix price bid, if yes then could you please confirm fix price includes the disposal cost as well?

**Response:** Yes, this is the fixed price and includes disposal costs.

6. **Question:** How many sites were cleaned via the prior contract year? What is the volume of waste that was generated during the prior contract year?

**Response**: CVCC has not had a previous contractor for these services.

7. **Question:** Is there any requirement for emergency response? What is the time frame to respond?

**Response**: There is not a requirement for emergency response.

8. **Question:** Will agency provide advance notification to unsheltered residents prior to clean-up activities?

<u>Response</u>: Yes, CVCC and Desert Hot Springs Police will provide advanced notification to unsheltered residents prior to clean up activities.

9. **Question**: What type of specific local or county licenses or permits are required?

<u>Response</u>: Vendor must have a waste tire hauler permit and Hazardous Waste Operations and Emergency Response (HAZWOPER) certification.

10. **Question:** With any of the sites, will there ever be an instance for site restoration?

**Response**: Yes, sites will be assessed for feasibility of habitat restoration. This restoration work will be completed by a separate contractor.

11. **Question**: How many days prior will we get a notification to start the clean-up at any site?

Response: There will be at least two weeks notification before the start of a cleanup.

12. Question: Is there a requirement for disinfecting and pressure washing paved sites?

Response: No.

13. Question: Are there any other specifications / mandates, that we should be aware of?

Response: No.

14. **Question:** Will there be law enforcement, fire fighters etc. or first respondents present at the site?

<u>Response</u>: Law enforcement will be present during notifications and if unsheltered residents interfere with cleanup services.

15. Question: Will there be any agency personnel present at the time when service is performed?

**Response**: Agency personnel will assist with orienting the contractor to each site but will not stay for the entirety of the cleanup.

16. **Question**: Will police presence be available for conducting cleanups?

<u>Response</u>: Police presence will be available prior to the encampment site cleanup. If work is prevented due to the presence of people experiencing homelessness onsite, work will be paused until the police mitigate the situation.

17. Question: Can we conduct site visits before we turn in proposal?

**Response**: CVCC cannot accommodate site visits. See response to #1 above.

18. **Question:** Will off road vehicles be needed in any of these locations?

**Response:** Yes, all sites are within or nearby loose sandy areas.

19. Question: Can we separate hazardous drum disposal from fixed price?

**Response**: No, the fixed price will have to include all disposal costs.

20. **Question:** Will you be supplying trash disposal at your local office in dumpsters or do we provide on bid?

**Response**: Trash disposal dumpsters will need to be provided as part of bid.

21. **Question**: Do you have any reference photos, amounts, weight tickets of trash and debris from previous years or jobs?

**Response**: See #1 above for site photos (attached). CVCC does not currently have a vendor for these services on contract.

22. **Question:** In bid document: 2025\_CVCC-Illegal-Dumpsite-and-Encampment-Cleanup-and-Disposal-RFP (1) mention exhibit A: scope of work and exhibit B: price formula, but there is no information available, could you please help us with price sheet?

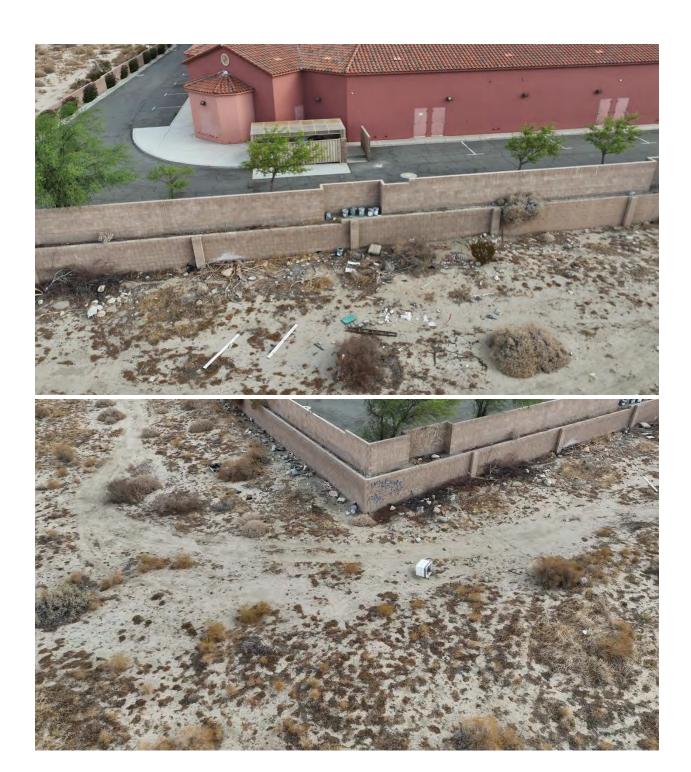
**Response:** Attachment A. in the RFP provides a Sample CVCC Professional Services Agreement. The information for the Exhibits are intentionally left blank and will be completed once a consultant/contractor is selected and awarded the contract.

23. **Question**: Fee Proposal: Do we have to provide a proposal per task? Or can we provide our full rate sheet that outlines all line items?

Response: A full rate sheet that outlines all line items is sufficient.

24. <b>Question</b> : Please confirm, all disposal fees will be invoiced at cost plus.			
Response: CVCC included the disposal fees as a part of this overall bid. The contractor will need to account for these fees as part of their contract.			
Acknowledgement: Proposers must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included with your submitted proposal response.			
Authorized Signature:	mund	Date: 05/14/2025	
Company: <u>America</u>	n Integrated Services		







Site 2





Site 3





















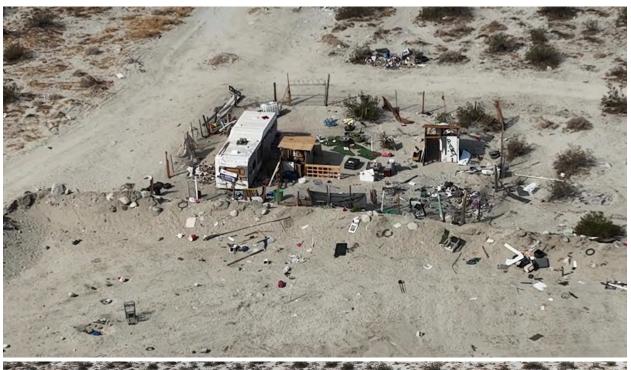
















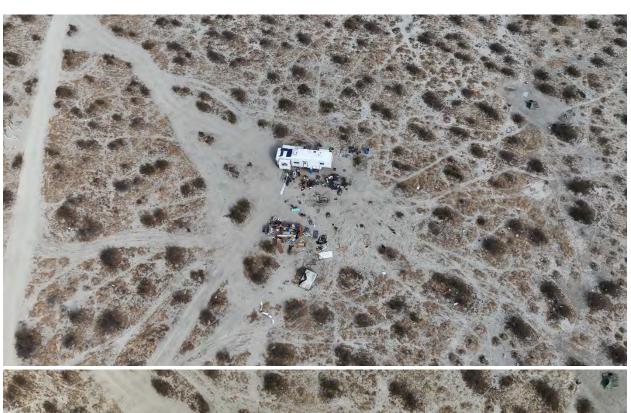


















Site 15









## Rate Sheet

## **EFFECTIVE JANUARY 1, 2025**

## **Prevailing Wage**



#### Southern California Region

Wilmington, CA

Anaheim, CA

Riverside, CA

Ventura, CA

#### Central California Region

Bakersfield, CA

#### Northern California Region

Fairfield, CA

Rancho Cordova, CA

### Corporate Headquarters

American Integrated Services

1502 East Opp Street

Wilmington, CA 90744

www.americanintegrated.com

(888) 423-6060

American Integrated Services, Inc. (AIS), offers comprehensive environmental solutions through construction, remediation, industrial demolition, abatement, industrial services, emergency response and hazardous waste transportation.

A licensed contractor and certified MBE, AIS operates from six strategically located offices throughout California, and one Gulf Coast location. With over 450 employees and a fleet of heavy equipment and specialized vehicles valued at over \$40 million, AIS has the in-house resources to deliver complete, cost-effective and seamless results.

#### Safety is No Accident

AIS is committed to an incident- and injury-free workplace. Safety training begins upon hire and continues daily at every jobsite. Each crew member is educated, empowered and motivated to ensure his own safety and the safety of his team. Safety is, and always will be, the top priority at AIS.



SAFETY COMPLIANCE INTEGRITY



### PERSONNEL RATES - PREVAILING WAGE

<u>Item</u>	Description	Straight Time	<u>Overtime</u>	Premium Time
PM	Project Manager	\$125.00	\$187.50	\$231.25
HS	Health and Safety Manager	\$125.00	\$187.50	\$231.25
SP	Superintendent	\$160.00	\$240.00	\$296.00
SF	Supervisor or Foreman	\$160.00	\$240.00	\$296.00
PP	Project Professional (Project Engineer, Safety Officer)	\$135.00	\$202.50	\$249.75
GC	Grade Checker	\$125.00	\$187.50	\$231.25
PF	Pipe Fitter	\$170.00	\$255.00	\$314.50
EO	Equipment Operator	\$180.00	\$270.00	\$333.00
TD	Driver	\$160.00	\$240.00	\$296.00
AT	Abatement Technician	\$145.00	\$217.50	\$268.25
ET	Environmental Technician	\$145.00	\$217.50	\$268.25
LB	Laborer	\$145.00	\$217.50	\$268.25
SA	Senior Office Admin	\$70.00	\$105.00	\$129.50
OA	Office Admin	\$60.00	\$90.00	\$111.00

<sup>\*</sup> Prevailing Wage Rates provided for estimating purposes only. Actual rates to be provided by American Integrated Services based on specific contract and wage determinations as provided by the client.

Effective January 1, 2024 Personnel Page 2 of 12



OPERATED EQUIPMENT - PREVAILING WAGE					
<u>Description</u>	<u>ITEM</u>	<u>UOM</u>	Straight Time	<u>Overtime</u>	Premium Time
Jetter (Combo Unit)	1500	Per Hour	\$360.00	\$420.00	\$440.00
Guzzler (Air Mover)	1505	Per Hour	\$360.00	\$420.00	\$440.00
Flatbed/Stakebed	1510	Per Hour	\$200.00	\$260.00	\$280.00
Dump Truck	1515	Per Hour	\$190.00	\$250.00	\$270.00
Roll Off Truck	1520	Per Hour	\$195.00	\$255.00	\$275.00
Rocket Launcher	1525	Per Hour	\$200.00	\$260.00	\$280.00
End Dump	1530	Per Hour	\$195.00	\$255.00	\$275.00
Box Truck	1535	Per Hour	\$185.00	\$245.00	\$265.00
70BBL Vacuum Truck	1540	Per Hour	\$200.00	\$260.00	\$280.00
120BBL Vacuum Truck	1545	Per Hour	\$200.00	\$260.00	\$280.00

<sup>\*</sup> Operated Equipment Rates provided do not apply to Prevailing Wage Agreements. Contract specific rates will be provided upon specific contract and wage determinations



#### **EQUIPMENT RATES**

UNOPERATED & SUPPORT EQUIPMENT			
DESCRIPTION	<u>ITEM</u>	<u>UOM</u>	<u>Rate</u>
<u>Labor Support</u>			
Pick Up Truck	2000	Per Day	\$150.00
Crew Cab 4x4	2005	Per Day	\$175.00
Gear Truck	2010	Per Day	\$240.00
<u>Backhoes</u>			
Backhoe - 15,000 Lbs	2020	Per Day	\$500.00
Backhoe - 18,000 Lbs	2025	Per Day	\$550.00
Backhoe - 20,000 Lbs	2030	Per Day	\$600.00
<u>Excavators</u>			
Excavator - 180,000 Lbs	2040	Per Day	\$3,000.00
Excavator - 110,000 Lbs	2045	Per Day	\$1,800.00
Excavator - 85,000 Lbs	2050	Per Day	\$1,600.00
Excavator - 75,000 Lbs	2055	Per Day	\$1,400.00
Excavator - 55,000 Lbs	2060	Per Day	\$1,200.00
Excavator - 45,000 Lbs	2065	Per Day	\$1,200.00
Excavator - 20,000 Lbs	2070	Per Day	\$600.00
Excavator - 10,000 Lbs	2075	Per Day	\$400.00
Heavy Equipment Attachments			
Breaker 750 lbs	2080	Per Day	\$400.00
Breaker 2,000 lbs	2085	Per Day	\$600.00
Breaker 4,500 lbs	2090	Per Day	\$800.00
Breaker 10,000 lbs	2095	Per Day	\$1,200.00
Concrete Pulverizer	2100	Per Day	\$600.00
Ripper/Shear (Plus \$500 plumbing set-up)	2105	Per Day	\$1,250.00
Compaction Wheels 18" or 24"	2110	Per Day	\$600.00
<u>Loaders</u>			
Wheel Loader - 30,000 Lbs / 3 CY	2120	Per Day	\$900.00



### **EQUIPMENT RATES**

UNOPERATED & SUPPORT EQUIPMENT			
DESCRIPTION	<u>ITEM</u>	<u>UOM</u>	<u>Rate</u>
Wheel Loader - 40,000 Lbs / 4 CY	2125	Per Day	\$1,000.00
Wheel Loader - 50,000 Lbs / 5.5 CY	2130	Per Day	\$1,100.00
Wheel Loader - 60,000 Lbs / 6.35 CY	2135	Per Day	\$1,300.00
Skip Loader 4x4	2140	Per Day	\$600.00
Skid Steer Loader	2145	Per Day	\$500.00
Track Loader - 15,000 Lbs	2150	Per Day	\$500.00
Track Loader - 40,000 Lbs Track Loader - 50,000 Lbs	2155 2160	Per Day Per Day	\$600.00 \$700.00
<u>Dozers</u>			
Cat D-6 Dozer	2170	Per Day	\$1,500.00
Cat D-6 Dozer W/Slope Board	2175	Per Day	\$1,700.00
<u>Lifts</u>	0400		<b>*</b> /00.00
Forklift 8,000 Lbs	2180	Per Day	\$600.00
Extreme Forklift 12,000 Lbs 80' Boom Lift	2185	Per Day	\$900.00
40' Boom Lift	2190 2195	Per Day	\$1,000.00 \$500.00
20' Boom Lift	2195	Per Day Per Day	\$400.00 \$400.00
15' Mini Scissor Lift	2205	Per Day	\$200.00
10 Milli Ocissol Elit	2203	i ci bay	Ψ200.00
Misc			
Water Truck 2000 Gallon	2210	Per Day	\$600.00
Water Truck 4000 Gallon	2215	Per Day	\$800.00
Air Compressor	2220	Per Day	\$250.00
Auxiliary Lighting (Light Tower)	2225	Per Day	\$200.00
Ducted Fan	2230	Per Day	\$100.00
Dump Trailer (5 Yard)	2235	Per Day	\$150.00
Emergency Response Trailer	2240	Per Day	\$375.00
Mini Guzzler, Trailer Mounted Unit	2245	Per Hour	\$85.00
Hydroblaster, 10K	2250	Per Hour	\$125.00
Hydroblaster Attachments	2255	Per Day	\$175.00
Steam Pressure Washer 2,000 - 4,500 PSI	2260	Per Hour	\$50.00
Cold Water Pressure Washer 2,000 - 3,000 PSI	2265	Per Hour	\$40.00
Towable Generator - 20,000 Watts	2270	Per Day	\$200.00
Water Trailer - Water Buffalo	2275	Per Day	\$250.00 \$150.00
Vibratory Compactor	2280	Per Day	
Vibratory Plate Roller 2.5 Ton	2285 2290	Per Day	\$100.00 \$500.00
	2270	Per Day	\$300.00
Bin Rentals 18 Cubic Yard Bin	2300	Per Day	\$20.00
40 Cubic Yard Bin	2305	Per Day	\$25.00
Dewatering Bin, 25 Cubic Yards	2310	Per Day	\$50.00
10 Yard Mud Bin (Low Sides)	2315	Per Day	\$45.00
Vacuum Bin 25 Yard	2320	Per Day	\$85.00
Ramps for Guzzler	2325	Per Day	\$325.00
Portable Storage Tanks			
4,000 Gallon Corrosive Resistant	2330	Per Day	\$40.00
4,000 Gallon Total Drain Easy Clean	2335	Per Day	\$45.00
6,500 Gallon Corrosive Resistant	2340	Per Day	\$45.00
6,500 Gallon Total Drain Easy Clean	2345	Per Day	\$45.00
20,000 Gallon T-Tank	2350	Per Day	\$70.00
Tank Delivery	2355	Per Hour	\$150.00
Berm Set-up and Removal	2360	Per Occurrence	\$450.00



# EQUIPMENT RATES UNOPERATED & SUPPORT EQUIPMENT DESCRIPTION

UNOPERATED & SUPPORT EQUIPMENT			
DESCRIPTION	<u>ITEM</u>	<u>UOM</u>	<u>Rate</u>
Berm	2365	Per Day	\$50.00
Pumps			
2" Double Diaphragm (M-8) Pump	2370	Per Shift	\$80.00
2" Acid, Double Diaphragm Pump	2375	Per Shift	\$185.00
3" Double Diaphragm (M-15) Pump	2380	Per Shift	\$85.00
Electric Drum Pump	2385	Per Shift	\$60.00
2" Submersible Pump	2390	Per Shift	\$205.00
3" Trash Pump	2395	Per Shift	\$195.00
Pogo (Hand) Pump	2400	Each	\$25.00
Miscellaneous Equipment			
Band Saw (Portable)	2500	Per Shift	\$75.00
Chain Saw	2505	Per Shift	\$50.00
Circular Saw	2510	Per Shift	\$30.00
Cordless Drill 18 Volt	2515	Per Shift	\$25.00
Cutting Torch	2520	Per Shift	\$100.00
Drill, Hammer Driver	2525	Per Shift	\$30.00
Drum Deheader	2530	Per Shift	\$30.00
Drum Dolly	2535	Per Shift	\$20.00
Electric Circular Saw	2540	Per Shift	\$30.00
Generators (1000- 5000 Watts)	2545	Per Shift	\$160.00
Generators (Auxiliary)	2550	Per Shift	\$95.00
Grinders, Pneumatic/ Electric	2555	Per Shift	\$40.00
Grounding/ Bounding Cables	2560	Per Shift	\$30.00
Impact Wrench (1/2 Inch Drive)	2565	Per Shift	\$30.00
Impact Wrench (3/4 Inch Drive)	2570	Per Shift	\$40.00
Jack Hammer (Electric)	2575	Per Shift	\$85.00
Jack Hammer (Pneumatic)	2580	Per Shift	\$50.00
Lawn Mower	2585	Per Shift	\$45.00
Pallet Jack	2590	Per Shift	\$55.00
Rivet Buster	2595	Per Shift	\$50.00
Sawzall, Reciprocating Saw	2600	Per Shift	\$50.00
Soil Compactor (Manual) Weed Eater	2605 2610	Per Shift Per Shift	\$65.00 \$55.00
Wheel Barrow	2615	Per Shift	\$35.00 \$25.00
WHEEL DAILOW	2013	rei Sillit	\$23.00
Traffic Control Equipment			
Arrow Board (Trailer Mounted)	2620	Per Shift	\$165.00
Cones (24" Reflective)	2625	Each Per Shift	\$5.00
Delineators	2630	Each Per Shift	\$5.00
Lane Closure Signals	2635	Per Shift	\$40.00
Road Barricades	2640	Per Shift	\$75.00
Hoses and Pipes			
½" x 50' Steam	2650	Per Shift	\$15.00
3/4" x 50' Air Line	2655	Per Shift	\$15.00
1" x 50' Steam Hose	2660	Per Shift	\$15.00
1" x 50' Water Line	2665	Per Shift	\$15.00
2" x 25' Chemical/ Acid	2670	Per Shift	\$35.00
2" x 25' Suction/ Discharge	2675	Per Shift	\$20.00
3/8" x 50' Fresh Air Line	2680	Per Shift	\$15.00
3" x 25' Suction/ Discharge	2685	Per Shift	\$20.00
Couplers and Fitting	2690	Per Shift	\$3.00
Vacuum Hose 2' 1/2" x 50' Fire Hose	2695	Per Shift	\$15.00
Vacuum Hose 4" x 25' Suction/ Discharge	2700	Per Shift	\$25.00
Vacuum Hose 4"/ 6"/ 8" Flex Hose	2705	Per Pipe/Day	\$5.00



UNOPERATED & SUPPORT EQUIPMENT			
DESCRIPTION	<u>ITEM</u>	<u>UOM</u>	<u>Rate</u>
Vacuum Hose 6"/ 8" x10' Hard Pipe	2710	Per Pipe/Day	\$20.00
Monitoring Equipment			
Air Montiroring / Meter CN, NH3, HF etc	2800	Per Shift	\$180.00
4-Gas Meter	2805	Per Shift	\$195.00
Drager Test Kit	2810	Per Shift	\$75.00
Drager Test Tubes	2815	Each	\$20.00
Mercury Vacuum	2820	Per Shift	\$600.00
Mercury Vapor Analyzer	2825	Per Shift	\$475.00
Ph Meter	2830	Per Shift	\$50.00
PID Meter	2835	Per Shift	\$475.00
Emergency Response (Reusables)			
5 Minute Escape Bottle w/mask & 300' Air Hose	2850	Per Shift	\$250.00
Air Blower, Electric	2855	Per Shift	\$125.00
Body Harness Front/Back "D" Ring	2860	Per Shift	\$40.00
Boots, HAZMAT	2865	Per Pair	\$90.00
Boots, PVC	2870	Per Pair	\$40.00
Brush, Scrub (Decon)	2875	Each	\$10.00
Explosion Proof Flashlight	2880	Per Shift	\$20.00
Explosion Proof Lighting (Confined Space)	2885	Per Shift	\$60.00
Extraction Device (Tri-Pod)	2890	Per Shift	\$200.00
Flashlight (2 cell)	2895	Each	\$15.00
Flashlight (Lantern)	2900	Each	\$25.00
Full Face Respirator Without Cartridges	2905	Per Shift	\$50.00
Goggles	2910	Each	\$10.00
Hand Auger, Soil Sampling	2915	Per Shift	\$50.00
HAZCAT Kit	2920	Per Shift	\$200.00
HAZCAT Test	2925	Per Test	\$40.00
Hepa Vacuum	2930	Per Shift	\$300.00
Hudson Sprayer	2935	Each	\$30.00
Infrared Laser Thermometer	2940	Per Shift	\$50.00
Ladders, Extension 16'-24'	2945	Per Shift	\$50.00
Oxygen Cylinder (90 min.)	2950	Each	\$100.00
Positive Pressure Mask	2955	Per Shift	\$50.00
Satellite Phone	2960	Per Day	\$125.00
Supplied Air System	2965	Per Day	\$375.00
SCBA 30 Minute	2970	Each	\$100.00
SCBA Replacement Bottle	2975	Each	\$50.00



## MATERIALS & CONSUMABLES

DESCRIPTION	<u>ITEM</u>	<u>UOM</u>	<u>Rate</u>
Drums/Containers			
275 Gallon Tote (New)	3000	Each	\$425.00
275 Gallon Tote (Used)	3005	Each	\$300.00
Tri-Wall Box	3010	Each	\$200.00
85 Gallon Over-Pack Drum, Steal	3015	Each	\$300.00
95 Gallon Over-Pack Drum, Poly	3020	Each	\$300.00
5 Gallon DOT Approved Buckets	3025	Each	\$35.00
Drum 15 Gal Poly Drum	3030	Each	\$60.00
Drum, 15 Gal DOT 17-E	3035	Each	\$55.00
Drum, 30 Gal, DOT Closed Top, Steel	3040	Each	\$100.00
Drum, 30 Gal, DOT Open Top, Steel	3045	Each	\$125.00
Drum, 30 Gal, DOT Poly	3050	Each	\$100.00
Drum, 5 Gal Pail (Non DOT)	3055	Each	\$20.00
Drum, 55 Gal, DOT 17h, Open Top, New Steel	3060	Each	\$98.00
Drum, 55 Gal Poly	3065	Each	\$115.00
Disposable Plastic			
55 Gallon Drum Liner	3100	Each	\$3.00
Bin Liner	3105	Each	\$50.00
End Dump Liners	3110	Each	\$50.00
Plastic Sheeting 4-Mil	3115	Per Roll	\$85.00
Plastic Sheeting 6-Mil	3120	Per Roll	\$95.00
Plastic Sheeting 8-Mil	3125	Per Roll	\$115.00
Plastic Sheeting 10-Mil	3130	Per Roll	\$160.00
Emergency Response (Consumables)			
55-Gallon Drum Back Fill Sand	3140	Each	\$100.00
55-Gallon Drum Back Fill Gravel	3145	Each	\$100.00
Acid Suits	3150	Each	\$90.00
Bleach	3155	Gallon	\$15.00
Bio Drum	3160	Each	\$55.00
Bio Bag (100)	3165	Box	\$95.00
Bio Bag	3170	Each	\$3.00
Boot Covers, PVC Yellow	3175	Each	\$20.00
Chemical Nuetrilzers	3180	Gallon	\$30.00
Disinfectants	3185	Gallon	\$15.00
Dual Respirator Cartridges	3190	Each	\$40.00
Dust Masks	3195	Per Box	\$40.00
Dust Mask	3200	Each	\$3.00
Gloves, Cotton	3205	Each	\$5.00
Gloves, Latex	3210	Each	\$3.00
Gloves, Latex - box	3215	Per Box	\$40.00
Gloves, Leather	3220	Each	\$10.00
Gloves, Neoprene	3225	Each	\$5.00
Gloves, Nitrile	3230	Each	\$5.00
Gloves, PVC	3235	Each	\$5.00
Gloves, Viton	3240	Each	\$20.00
Half Face Respirator Without Cartridges	3245	Per Shift	\$35.00
Level A Suit	3250	Each	\$1,000.00

Effective January 1, 2024 Materials & Consumables Page 7 of 12



## MATERIALS & CONSUMABLES

DESCRIPTION	<u>ITEM</u>	<u>UOM</u>	<u>Rate</u>
Level B Suit	3255	Each	\$350.00
Patch Kit	3260	Each	\$30.00
PCB Test Wipes	3265	Each	\$30.00
Ph Test Strips	3270	Per Box	\$40.00
Petroflag Test	3275	Each	\$30.00
Petroflag TPH Test Kit	3280	Per Shift	\$90.00
Plug-N-Dike (8 oz)	3285	Each	\$20.00
Power Clean 155	3290	Gallon	\$15.00
Rain Gear, PVC	3295	Set	\$25.00
Respirator Cartridge	3300	Each	\$35.00
Safety Air Horn	3305	Each	\$40.00
Saranex Suits	3310	Each	\$50.00
Sharps Container (1 gallon)	3315	Each	\$25.00
Sharps Container (1 quart)	3320	Each	\$15.00
Simple Green	3325	Per Gallon	\$20.00
Soda Ash (50lbs.)	3330	Per Bag	\$70.00
Sodium Bicarbonate (50lbs.)	3335	Per Bag	\$65.00
Super Sak	3340	Each	\$85.00
Trash Bags (heavy duty)	3345	Box (100)	\$145.00
Trash Bags (heavy duty	3350	Each	\$3.00
Tyvek (25 Per Case)	3355	Per Case	\$400.00
Tyvek Suits	3360	Each	\$20.00
Tyvek, Poly Coated	3365	Each	\$25.00
Tyvek, Poly Coated (25 Per Case)	3370	Per Case	\$500.00
Vermiculite (19 LBS.)	3375	Per Bag	\$30.00
General Jobsite Safety			
Absorbent (Super Fine)	3400	Per Bag	\$25.00
Absorbent Pads	3405	Per Bundle	\$125.00
Asbestos Bags	3410	Per Roll	\$100.00
Asbestos Bag	3415	Each	\$5.00
Bag, Burlap	3420	Each	\$5.00
Bag, Sand (Filled)	3425	Each	\$5.00
Barricade Tape (Assorted)	3430	Per Roll	\$10.00
Batteries (flashlight)	3435	Each	\$5.00
Batteries (Lantern)	3440	Each	\$5.00
Bio-Solve Cleaner	3445	Per Gallon	\$60.00
Camera, Digital	3450	Per Day	\$35.00
Cellular Phone	3455	Per Day	\$45.00
Citric Acid	3460	Per Lb	\$5.00
Citric Acid, (50 lbs.)	3465	Per Bag	\$100.00
Cleaner, Hand	3470	Each	\$15.00
Drinking Water	3475	Per Case	\$25.00
Duct Tape	3480	Per Roll	\$10.00
Kalawaso Tubes/Drum Thieves	3485	Per Dozen	\$375.00
Kalawaso Tube/Drum Thieves	3490	Each	\$40.00
Rags	3495	Per Box	\$60.00
Rope, Nylon ½" DOT	3500	Per Foot	\$3.00
Rope, Nylon ¾"	3505	Per Foot	\$3.00

Effective January 1, 2024 Materials & Consumables Page 8 of 12



## MATERIALS & CONSUMABLES

DESCRIPTION	<u>ITEM</u>	<u>UOM</u>	<u>Rate</u>
Covid Specific Items			
Steramist Unit Single Spray	4000	Per Day	\$575.00
Steramist Unit (3) Head	4005	Per Day	\$985.00
BIT Solution	4010	Per Gallon	\$235.00
ATP Snap Tests with Meter	4015	Each	\$275.00
Pre & Post Sampling Reports	4020	Each	\$250.00
Atomizing Foggers	4025	Per Day	\$150.00
Quantitative Ammonia Disinfectant Solution	4030	Per Gallon	\$75.00
Microfiber towels per pack	4035	Each	\$27.50
Decontamination Pool	4040	Each	\$25.00

Effective January 1, 2024 Materials & Consumables Page 9 of 12



## **DISPOSAL**

DESCRIPTION	UOM	Rate
Bio Hazardous Waste	Drum	\$275.00
Sharps	Drum	\$185.00
Non-Hazardous Waste, Liquid	Drum	\$125.00
Non-Hazardous Waste, Solid	Drum	\$135.00
Non-RCRA Hazardous Waste, Liquid	Drum	\$220.00
Non-RCRA Hazardous Waste, Solid	Drum	\$220.00
Aerosols (5g)	Drum	\$160.00
Aerosols (15g)	Drum	\$272.32
Aerosols (30g)	Drum	\$522.00
Aerosols (55g)	Drum	\$655.00
Cylinders (Refillable/Thick Wall Cylinders)	Each	\$32.50
Cylinders (Non-Refillable / Thin Wall Cylinders)	Each	\$15.00
Fire Extinguishers	Each	\$65.00
Refrigerants	Each	\$32.50
E-Waste	LBS	\$2.00
Fluorescent Lamps	Foot	\$1.50
Misc. Lamps/Bulbs	Each	\$4.50
Alkaline Batteries	LBS	\$5.85
NiMG Batteries	LBS	\$5.65
NiCad Batteries	LBS	\$5.65
Lithium Batteries	LBS	\$12.90
Lead Acid Batteries	LBS	\$1.00
Car Batteries	LBS	\$13.00
Tire	Each	\$35.00
Wheel & Tire	Each	\$50.00
Solar Panels	Each	\$85.00
Bulk		
Trash & Debirs	TON	\$298.00
Trash & Debris (Minimum Disposal)	Minimum	\$1445.00



#### **TERMS & CONDITIONS**

- All Personnel and Equipment is subject to a four (4) Hour Minimum Charge. Any Equipment listed on a daily charge shall be charged one-half (1/2) day rate accordingly.
- All personnel, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of American Integrated Services' method of acquisition. Any items not described in this Schedule of Rates which are acquired by American Integrated Services' shall be invoiced at American Integrated Services' cost plus a markup of twenty percent (20%).
- Straight Time will apply for the 1st eight hours during American Integrated Services' normal employee workday which is 0700-1530. Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day.
- All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all other hours Monday through Friday (up to 12 consecutive working hours) and the 1st twelve (12) hours on Saturday will be billed at the Overtime Rate.
- All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all other hours Monday through Friday (up to 12 consecutive working hours) and the 1st twelve (12) hours on Saturday will be billed at the Overtime Rate.
- Premium Time will be billed after 12 consecutive working hours Monday through Friday, all subsequent hours on Saturday and all hours on Sunday & Holidays
- American Integrated Services' observes the following Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If the holiday falls on a Saturday, then Premium Rates will apply to all work performed on the preceeding Friday and if the holiday falls on a Sunday, the Premium Rate will apply to all work performed on the following Monday.
- American Integrated Services' observes the following Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If the holiday falls on a Saturday, then Premium Rates will apply to all work performed on the preceding Friday and if the holiday falls on a Sunday, the Premium Rate will apply to all work performed on the following Monday.
- Subsistence charges for meals are \$50.00 per person per day. Crew lodging rates are \$175.00 per person per day. For some areas, higher rates may apply. Subsistence & Lodging may apply when personnel and/or subcontractors are working more than 50 miles from the employee's normal operations center and when overnight accommodations are required. When overnight accommodations are not required or on the day of demobilization from the site subsistence charges may apply.
- American Integrated Services' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. Time charges terminate at the conclusion of the operation, which include but are not limited to demobilization back to operations centers and completion of any decontamination, re-stocking and or repai of any equipment and/materials billed as part of the project.
- Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. Any equipment utilized more than twelve (12) hours will be billed at twice the daily rate per calendar day.
- 12 Any disposal method not listed above will be invoiced at cost plus twenty percent (20%). Transportation to the disposal site is not included and will be billed separately. Equipment and labor cost for transportation to disposal will be invoiced on an hourly basis.
- 13 Prevailing Wage Rates are provided for project estimating only. Any Projects subject to Prevailing Wage rates will be negotiated on a case-by-case basis based on scope and location of services provided.

Effective January 1, 2024 Terms & Conditions Page 11 of 12



#### **TERMS & CONDITIONS**

Payment Terms are Net 30 Days from the date of the invoice unless agreed upon in advance of services. If the invoice invoice is not paid within such period, Client shall be liable to American Integrated for a late charge accruing from the date of such invoice to the date of payment the lower of eighteen percent (18%) per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, American Integrated may, at any time and without waiving any other rights or claims against Client, and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from American Integrated Services to Client.

Effective January 1, 2024 Terms & Conditions Page 12 of 12

## COACHELLA VALLEY CONSERVATION COMMISSION FY2024-2025 ATTENDANCE RECORD

JURISDICTION / AGENCY	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
City of Cathedral City	-	-	✓	-		-	✓	✓	-	✓	-	-
City of Coachella	-	-		-	✓	ı	<b>√</b>	<b>√</b>	-	<b>√</b>	-	-
Coachella Valley Water District	-	-	<b>✓</b>	-	✓	1	<b>✓</b>	<b>√</b>	-		-	-
City of Desert Hot Springs	-	-	✓	-	✓	ı	<b>✓</b>	<b>√</b>	-	<b>√</b>	-	-
Imperial Irrigation District	-	-	<b>✓</b>	-		1	<b>✓</b>	<b>√</b>	-	<b>✓</b>	-	-
City of Indian Wells	-	-	<b>✓</b>	-	✓	1	<b>✓</b>	<b>√</b>	-	<b>✓</b>	-	-
City of Indio	-	-	✓	-	✓	ı	<b>✓</b>	<b>√</b>	-	<b>√</b>	-	-
City of La Quinta	-	-	✓	-	✓	-	✓	✓	-	✓	-	-
City of Palm Desert	-	-	<b>✓</b>	-	✓	1	<b>✓</b>	<b>√</b>	-	<b>✓</b>	-	-
Mission Springs Water District	-	-	<b>✓</b>	-	✓	1	<b>✓</b>	<b>✓</b>	-	<b>✓</b>	-	-
City of Palm Springs	-	-	✓	-	✓	-	✓	✓	-	✓	-	-
City of Rancho Mirage	-	-	<b>✓</b>	-	✓	1	<b>✓</b>	<b>√</b>	-	<b>✓</b>	-	-
Riverside County - District 1	-	-	✓	-		ı			-	<b>√</b>	-	-
Riverside County - District 2	-	-	<b>✓</b>	-	✓	1	<b>✓</b>	<b>√</b>	-	<b>✓</b>	-	-
Riverside County - District 3	-	-	<b>✓</b>	-	✓	1	<b>✓</b>		-	<b>✓</b>	-	-
Riverside County - District 4	-	-		-	✓	1	✓		-	✓	-	-
Riverside County - District 5	_	-		-		-			-		-	-

Absent	
Present	$\overline{\hspace{1cm}}$
No Meeting	_

## **Coachella Valley Conservation Commission**

## **Unaudited Balance Sheet of Total Governmental Funds**

As of March 31, 2025

	Mar 31, 2025
ASSETS	
Current Assets	
Checking/Savings	
1110 · Cash - County Treasurer	39,366,304
1117 · Cash - WF Imprest	210,831
1118 · Cash - Wells Fargo (ILF)	2,098,985
1145 · Fair Value Adjustment	(103,140)
Total Checking/Savings	41,572,980
Accounts Receivable	1,087,900
Other Current Assets	294,851
Total Current Assets	42,955,731
Fixed Assets	
1731 · Land	88,782,032
1732 · Furniture and Equipment	8,821
1734 · Land Improvements	3,121,239
1750 · Accumulated Depreciation	(69,851)
Total Fixed Assets	91,842,241
TOTAL ASSETS	134,797,972
LIABILITIES & FUND BALANCE	
Liabilities	
Current Liabilities	1,348,827
Total Liabilities	1,348,827
Fund Balance	133,449,144
TOTAL LIABILITIES & FUND BALANCE	134,797,972

## **Coachella Valley Conservation Commission**

### Unaudited Revenues, Expenditures, and YTD Change in Total Governmental Fund As of March 31, 2025

	Jul 2024 - Mar 2025
Ordinary Revenue/Expense	
Revenue	
5005 · Project Reviews	820
6001 · Development Mitigation Fees	1,794,580
6005 · Agencies Mitigation Fees	99,451
6030 · Grants	219,671
7001 · Other Revenue	601,413
8001 · Investment Revenue	855,574
8005 · Gain(Loss) in Investments	316,171
Total Revenue	3,887,679
Expense	
4100 · Administrative Fees	17,947
4200 · Accounting/Bank Services	2,795
4250 · Payroll Taxes	547
4353 · Insurance	22,709
4418 · Members Per Diem	5,500
4425 · Legal Services	12,895
4431 · Professional Services	96,746
4432 · Consultants	1,281,527
4500 · Membership/Registrations	10,000
4510 · Land Maintenance	21,495
4515 · Habitat Management	9,352
4520 · Species Monitoring Expenses	257,802
4550 · Utilities	11,217
4600 · Miscellaneous	582
Total Expense	1,751,116
Net Ordinary Revenue	2,136,564
Other Revenue/Expense	
Other Revenue	
7002 · Advertising Revenue	3,178
Total Other Revenue	3,178
Other Expense	
4820 · Capital Outlay Land Acquistion	971,292
4823 · Capital Outlay Land Improvement	50,667
Total Other Expense	1,021,959
Net Other Revenue	(1,018,781)
ccess Revenue over Expenditures/Change in Fund Balance	1,117,782

# COACHELLA VALLEY CONSERVATION COMMISSION INVESTMENT REPORT FOR MARCH 31, 2025

#### **CASH AND INVESTMENTS UNDER THE DIRECTION OF CVCC**

Description	Carrying Amount		% of Total	Fair Market Value			% of Total	Interest Rate Yield	Maturity Date
County of Riverside Pooled Investment Fund	\$	39,366,304	94.46%	\$	39,263,054	[a]	94.44%	4.01%	N/A
Wells Fargo Bank (Checking)	\$	210,831	0.51%	\$	210,831		0.51%	N/A	N/A
Wells Fargo Bank (In-Lieu Fee)	\$	2,098,985	5.04%	\$	2,098,985		5.05%	0.68%	N/A
САМР	\$	-	0.00%	\$	-	[b]	0.00%	4.47%	N/A
Total Cash & Investments	\$	41,676,120	100.00%	\$	41,572,870		100.00%		

#### Note

[a] Fair market value does not include accrued interest. Source of Market Values - the March 2025 County of Riverside Treasurer's Pooled Investment Fund Monthly Report Paper Gain/(Loss) was (0.262)%.

[b] An investment account with the California Asset Management Program (CAMP) was opened in line with CVCC Policy 25-01 Investment Policy but not yet funded.

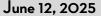
I hereby certify that the investment portfolio of the Coachella Valley Conservation Commission (CVCC) complies with the California Government Sections pertaining to the investment of agency funds and CVCC's written Investment Policy, which was adopted on January 09, 2025.

The investment portfolio provides CVCC the ability to meet its expenditure requirements for at least the next six months.

Submitted by:

Claude T. Kilgore, CPA CVCC Auditor

## Coachella Valley Conservation Commission





#### STAFF REPORT

Subject: Automatic Cost-of-Living Adjustment to Administrative Fees for Project

**Reviews** 

**Contact:** Peter Satin, Conservation Program Manager (psatin@cvag.org)

**Recommendation:** Information

<u>Background</u>: In June 2024, CVCC approved an administrative and processing fee meant to recoup expenses incurred as part of reviewing proposed development projects within Conservation Areas to determine if they are consistent with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The fee schedule identifies five review categories that each require an initial deposit, and sets the hourly staff rate that may be charged against any project. The fee may also be use to cover the costs of any consultants utilized during the review process, including legal counsel or land acquisition specialists.

The 2024 authorizing resolution for the project review fee allows for staff rates to be automatically adjusted annually as part of the cost-of-living adjustment (COLA) adopted by CVCC as part of the budget approval process. For Fiscal Year 2025-26, the proposed COLA will increase staff rates by 2.9 percent, as detailed in Table 1.

Table 1: Cost-of-living adjustments to the staff hourly rate for Fiscal Year 2025-26.

Class Title	FY2024–25 Hourly Billing Rate	FY2025–26 COLA	FY2025–26 Hourly Billing Rate
Director	\$215	2.90%	\$221
Program Manager	\$166	2.90%	\$171
Management Analyst II	\$119	2.90%	\$122

During Fiscal Year 2024-25, two consistency reviews were completed, for a total cost of \$5,200. Two additional consistency reviews are on-going and have not yet been issued a final invoice.

<u>Fiscal Analysis</u>: The adopted COLA will increase fees by 2.9 percent as of July 1. Recent trends indicate four consistency reviews will be conducted in any given year, and will utilize approximately 40 hours of review time by the Conservation Program Manager, resulting in potential fee revenues of \$27,360. However, staff would note that project reviews are highly erratic.

#### **Attachments:**

Project Review Fee Schedule for Fiscal Year 2025-26

## **CVMSHCP Project Consistency Review Fee Schedule**

## Effective July 1, 2025

Activity	Initial Deposit
Pre-application review Preliminary document review and single consultation with CVCC, CDFW, and USFWS ahead of formal JPR application.	\$1,000
Joint Project Review Formal project review as described in CVMSHCP section 6.6.1.1 resulting in a final consistency determination.	\$2,500
Like Exchange Formal project coordination and review as described in CVMSHCP section 6.12.2.	\$5,000
Minor Amendment Project coordination and review as described in CVMSHCP section 6.12.3.	\$5,000
Participating Special Entity As established by CVCC policy no. 13-03.	\$10,000 + 0.1% of project capital costs
Fully Burdened Staff Rate Department Director Program Manager Management Analyst II	\$221/hr \$171/hr \$122/hr

# Coachella Valley Conservation Commission June 12, 2025



#### STAFF REPORT

Subject: Update on North Shore Ranch acquisition in the Coachella Valley

**Stormwater Channel and Delta Conservation Area** 

**Contact:** Kathleen Brundige, Director of Conservation (kbrundige@cvag.org)

Recommendation: Information

**Background:** At its February 2025 meeting, the CVCC approved purchasing 12.55+/-acres in the Coachella Valley Stormwater Channel and Delta Conservation area for \$1,280,000 plus closing costs up to \$4,500. This property, the remainder of North Shore Ranch, was offered to CVCC under a first right of refusal due to an existing cooperative management agreement. The purchase was contingent on CVCC approval, a clear title, and a site inspection confirming no hazardous materials, with seller-required debris removal. Staff is providing this staff report as an update to the sale, as CVCC did not acquire everything that was originally discussed in February.

The property is a unique acquisition. CVCC in 2017 had acquired 148 acres of land containing desert wetlands, saltbush scrub, and mesquite habitat at the North Shore Ranch. At the time, there was a lot split where the owner retained the subject property for a private duck hunting club.

The remaining property came forward for consideration in February. It had a 2,635-square-foot house; a 1,216-square-foot mobile home; a second mobile home of 1,344 square feet used by land management staff; a 2,421 square-foot-maintenance building; an open parking structure;, a private fishing pond; and a driveway and a gate used to access the property from Johnson Street. Staff noted that acquiring the property would significantly help staff manage this area, as it currently maintains a well and water infrastructure that fills the reserve pond on the CVCC property as part of the Cooperative Management Agreement. However, Commissioners raised questions about the existing buildings as well as the long-term maintenance responsibilities of this property before authorizing the acquisition.

In recent months, after reviewing the items listed on the appraisal and completing inspections of the buildings and property, it was discovered CVCC would not be able to retain title insurance for the smaller mobile home, and it would need to be removed from the property. The seller and Executive Director then entered into negotiations regarding features listed on the appraisal that made the property less desirable for conservation goals as well as cleanup and maintenance of the property. The seller requested analysis of the current appraisal to provide a counter offer, and agreed to the sale price of \$765,184. The difference between the appraised amount and the sale price on the amended Purchase and Sale Agreement would then be considered a charitable contribution for the seller. This process was vetted by CVCC legal counsel and is a

common practice for other conservation organizations and habitat conservation plans in the region. The property closed escrow on May 14, 2025.

**Fiscal Analysis:** The initial purchase price was \$1,280,000, with closing costs up to \$4,500. The renegotiated price was \$765,184, saving \$514,816. Funding came from CVCC's Land Acquisition Fund.

## Coachella Valley Conservation Commission June 12, 2025



#### STAFF REPORT

Subject: Contracts under Executive Director's signing authority

**Contact:** Allen McMillen, Contracts Analyst, (<a href="mailto:amcmillen@cvag.org">amcmillen@cvag.org</a>)

#### **Recommendation**: Information

**Background:** The following contracts were signed by the CVCC Executive Director under his signature authority since the Commission last met in April 2025:

- A contract amendment was executed with the University of California Riverside, Center for Conservation Biology to extend the Fiscal Year 2024-25 Research Project Schedule for biological monitoring until December 31, 2025. There is no change to the total not-to-exceed amount of \$250,930.
- 2. A contract amendment was executed with Southern California Mountains Foundation (SCMF-UCC) to update the scope of work and extend the term through June 30, 2026. There is no change to the total not-to-exceed amount of \$210,777.69.
- 3. A services contract with The Dore Group was executed to appraise seven vacant land parcels comprising approximately 585.64 acres located in the Mecca Hills Orocopia Mountains & Dos Palmas Conservation Area. The contract is for a not-to-exceed amount of \$9.500.
- 4. An ordering document and services agreement with Flock Group, Inc. (Flock) was executed to provide six solar-powered situational awareness cameras for monitoring of illegal dumping and encampments on CVCC lands within the City of Desert Hot Springs. CVCC identified these Flock cameras when it secured a grant from CalRecycle, as they also are the camera provider for the Desert Hot Springs Police Department. This investment builds on the agreement CVCC has with Desert Hot Springs Police to patrol conservation lands and provides for expansion to the existing network of cameras. The contract is for a not-to-exceed annual amount of \$30,000 and the total two-year amount payable shall not exceed \$60,000.
- 5. A services agreement with Southern Sierra Research Station was executed for the installation of four Motus Tower Array stations for a study of several species covered under the Coachella Valley Multiple Species Habitat Conservation Plan. This project is funded by a grant from the California Department of Fish and Wildlife (CDWF). The agreement is for a total not-to-exceed amount of \$48,637.

<u>Fiscal Analysis:</u> There is no additional cost associated with the amendments and funded by the Management and Monitoring Program budget. The appraisal expenses are covered in CVCC's Fiscal Year 2024-2025 Land Acquisition Fund.

The Flock cameras are largely funded by CalRecycle, which provided an amount not to exceed \$55,600. The remaining amount of \$4,400 will be funded from the Fiscal Year 2025-26 Management and Monitoring Program budget.

The Motus Tower Array Station services costs are fully funded by the CDFW grant and within the maximum grant funds in the amount of \$94,482 for CVCC's implementation of Motus Tower Array Study.

## COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS SCHEDULE OF MEETINGS FISCAL YEAR 2025/2026



CVAG STANDING COMMITTEES	DAY	TIME	JULY (Dark)	AUG (Dark)	SEPT	OCT (Dark)	NOV	DEC (Dark)	JAN	FEB	MAR (Dark)	APR	MAY	JUN
EXECUTIVE COMMITTEE	Last Monday	4:30 p.m.	-	-	29	-	H Dec 1	-	26	23	-	27	H June 1	29
TRANSPORTATION COMMITTEE	1 <sup>st</sup> Monday	10:00 a.m.		-	H Aug 25	-	3	-	5	2	-	6	4	1
COACHELLA VALLEY CONSERVATION COMMISSION	2 <sup>nd</sup> Thursday	10:30 a.m.	-	-	11	-	13	-	8	12	-	9	14	11
DESERT COMMUNITY ENERGY	3 <sup>rd</sup> Monday	3:00 p.m.	21	18	15	20	17	-	H Jan 12	H Feb 9	16	20	18	15
ENERGY AND SUSTAINABILITY COMMITTEE	2 <sup>nd</sup> Thursday	12:00 p.m.	-	-	11	-	13	-	8	12	-	9	14	11
PUBLIC SAFETY COMMITTEE	2 <sup>nd</sup> Monday	9:00 a.m.	-	-	8	-	10	-	12	9	-	-	11	8
HOMELESSNESS COMMITTEE	3 <sup>rd</sup> Wednesday	10:00 a.m.	-		17	-	19	1	21	18	-	15	20	17
GENERAL ASSEMBLY	Last Monday in June	6:00 p.m.	-	-	-	-	-	-	-	-	-	-	-	29

H = Holiday \*= Special Meeting AGENDAS CAN BE FOUND AT: www.cvag.org. UPDATED: June 3, 2025

# Coachella Valley Conservation Commission June 12, 2025



#### STAFF REPORT

Subject: Update on Reinstatement of Tipping Fees

**Contact:** Emmanuel Martinez, Program Manager – External Affairs (<a href="mailto:emartinez@cvag.org">emartinez@cvag.org</a>)

#### **Recommendation: Information**

<u>Background</u>: In June 2021, tipping fees from the Coachella/Indio Waste Transfer Station (C/I WTS) Joint Powers Authority ceased to be collected in June 2021, foregoing necessary revenue for management and monitoring activities related to the implementation of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). To rectify the issue, in June 2024, the C/I WTS unanimously approved to reinstate collecting the tipping fee at \$1 per ton beginning July 1, 2025, to addresses the prospective collection of the tipping fee. CVCC staff is coordinating with the C/I WTS staff to address the tipping fee in arrears and is providing regular updates to the Commission until it is resolved.

CVCC staff has worked extensively with the C/I WTS JPA to address the tipping fees in arrears as well as to ensure the prospective collection of the fee. In September 2024, the C/I WTS voted to authorize use of their reserves to pay the amount in arrears. In December 2024, CVCC staff invoiced the C/I WTS for tipping fees in arrears between June 2021 and October 2024, which totaled \$557,660.98. By May 1, CVCC staff invoiced the C/I WTS for the period beginning December 1, 2024, and extending through June 30, which is the end of the fiscal year. However, because the invoice was due prior to the end of the fiscal year, the actual tonnage data was not available for the months of April through June. CVCC staff has discussed this issue with the C/I WTS staff. To address this, the invoice included an estimate based on historical data for the months of April through June, which was calculated at \$13,418.99 per month. CVCC staff worked closely with Burrtec Waste and Recycling Services, Inc., to retrieve the tonnage data to process this second invoice, which once paid, will address the total amount of tipping fees in arrears.

On March 24, 2025, the C/I WTS held a study session to discuss their budget for FY 25-26. As part of the discussions largely related to a new agreement with Burrtec, the C/I WTS JPA included language in the agreement to authorize collection of the \$1 per ton tipping fee for CVCC. The final agreement with the language will come back to the C/I WTS at a date yet to be determined for final approval. CVCC staff will monitor this item and will report back to the Commission once approval action is taken by the C/I WTS.

Addressing the collection of the tipping fees addresses a major concern of the CVCC over the last few years, after CVCC staff discovered that the C/I WTS had inked agreements that did not include the revenue to the CVCC. The CVMSHCP projects that tipping fee revenues are needed through Year 71 of Plan implementation. Riverside County approved the CVMSHCP and signed the Implementing Agreement, which commits the County to "imposition of all other terms of the MSHCP, this Agreement (the IA) and Permits…" (Section 11.1.2).

The Plan acquires and protects mitigation lands on behalf of its Permittees for allowable take of habitat and species, known as "covered activities." Landfills, transfer stations, and other solid

waste-related facilities are considered covered activities and subject to criteria listed in the Plan. Therefore, the C/I WTS JPA is a Permittee under the CVMSHCP and tipping fees are a critical revenue source to support conservation efforts for Permittees.

<u>Fiscal Analysis:</u> Collection of the tipping fees in arrears will address the final billed amount of \$660,895.40 from June 2021 through June 2025. This total includes an estimated amount of \$13,418.99 per month for April through June 2025, calculated using historical tonnage data, as the invoice was required before actual data became available.

CVCC staff invoiced the Coachella/Indio Waste Transfer Station for the total amount, and staff has confirmed that they received the updated invoice. Payment will be received once the Waste Transfer Station JPA approves the budget. As of now, the next JPA meeting date has not been scheduled. CVCC staff will continue to monitor and report back to the Commission.