

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **Tom Dodson and Associates** DATE: July 1, 2024
 PO Box 2307
 San Bernardino, CA 92406 PROJECT DIR#: N/A

TITLE: **On-Call Professional General Engineering Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Technical Proposal and in accordance with Exhibit B – Rate Schedule as provided by Tom Dodson and Associates, and per Exhibit C – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$75,000.00

Term: One (1) year from the effective date above

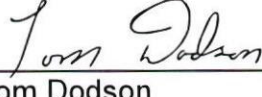
Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as "District") a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

By: 
 Brian E. Macy, PE
Title General Manager

Other authorized representative(s):
Eric Weck
 Engineering Manager
Amanda Lucas
 Contracts Analyst

Consultant:
Tom Dodson and Associates
 (Business Name)

By: 
 Tom Dodson
Title President

Other authorized representative(s):
 Kaitlyn Dodson, Vice President

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.
- e. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

Required Provisions:

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
- h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
- i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- j. Consultant hereby specifically represents and warrants to District that it possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.
- l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

- n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive

from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

- x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.
- ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.
- ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.
- gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

PROPOSAL FOR ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES: ENVIRONMENTAL CONSULTING

Submitted to:



Submitted by:

Tom Dodson and Associates
P.O. Box 2307
San Bernardino, California 92406
(909) 882-3612

In association with

ALL4, Inc.
CRM TECH
FORMA
Giroux & Associates / Sara Gerrick
Jacobs
JLC Engineering
LOR Geotechnical, Inc.
Mojave Archaeological Consulting
Natelson Dale Group
Urban Crossroads

Proposal Due Date and Time:

April 4, 2023
2:00 p.m.

Table of Contents

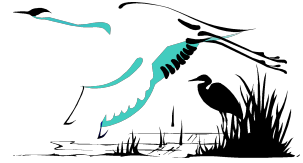
Cover Letter	1
Statement of Understanding and Approach	2
Consultant Information	8
Consultant Personnel	9
Experiences and References	15
Additional Services	18
Disclosures	18
Pricing/Fee Schedule <i>(under separate cover)</i>	
<u>ATTACHMENTS</u>	
Proposal Forms	
• Exhibit C	
• Exhibit D	
Resumes	

TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406-2307

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

Tel: (909) 882-3612 ♦ Email: tda@tdaenv.com ♦ Web: tdaenvironmental.com



MEMORANDUM

April 4, 2023

From: Tom Dodson & Kaitlyn Dodson-Hamilton, Tom Dodson & Associates

To: Eric Weck, P.E., Engineering Manager

Subject: MSWD Request for Proposals for On-Call Professional General Engineering Services, Submittal to Provide Environmental Consulting Services

Mr. Weck,

Thank you for the opportunity to be considered for award of the MSWD On-Call Professional General Engineering Services Contract, specifically related to Environmental Consulting Services defined in the above-referenced RFQ. TDA values our long-term business relationship over the last 20 years and looks forward to partnering with MSWD in future projects.

The following summarizes TDA's experience and capabilities as outlined in the attached proposal:

- Long standing business relationship with MSWD and its staff that has resulted in a deep understanding of the District's mission, issues, and challenges.
- Solid history of successfully supporting diverse MSWD projects, deadlines, and schedules within requirements.
- Regional, local presence and detailed knowledge of regional challenges and relationships with key staff within MSWD, its affiliates and stakeholder entities.
- Mutually beneficial relationship with MSWD staff—one that complements and builds upon the skills and knowledge of each entity.
- An innovative, creative team that will support future MSWD projects with new ideas and solutions that will provide "best value" to the District in consideration of budget and schedule requirements.
- A management philosophy that applies a partnership approach to its subconsultant team and will demonstrate a high level of commitment and responsibility to MSWD projects.
- Cost-effective, solutions-oriented performance and work products.

It has been an honor to work with MSWD and its staff over the last 20 years. TDA is not only willing, but would be delighted to enter into a contract with MSWD under the terms and conditions prescribed by the RFQ and Sample Agreement therein. We look forward to supporting future collaborations if awarded the proposed contract. Thank you, again, for the opportunity to submit TDA's response to this request for proposal.

Respectfully,

TOM DODSON & ASSOCIATES

A handwritten signature in dark ink, appearing to read 'Tom Dodson'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Tom Dodson, President

STATEMENT OF UNDERSTANDING AND APPROACH

UNDERSTANDING

TDA has held on-call/master contract relationships for Environmental Consulting Services with Mission Springs Water District (MSWD) since 2004; Inland Empire Utilities Agency (IEUA) since 2013; Inland Valley Development Agency/San Bernardino International Airport Authority (IVDA/SBIAA) since 1992; San Bernardino County Local Agency Formation Commission (LAFCO) since 1987; Big Bear Department of Water and Power since 2018; and Three Valleys Municipal Water District since 2022. TDA has gained knowledge through 30+ years of environmental service experience in the water and wastewater agency forum. Over this lengthy period of service, TDA and its team of subconsultants has earned the trust of the agencies under which we currently hold master contract relationships to respond in a timely manner to a wide variety of environmental issues, ranging from a variety of environmental documentation, to coordinating cultural resources and Native American monitoring requirements, to providing agency staff with educational workshops, or assisting Lead Agency management with planning and executing coordination with regulatory agencies and other water/wastewater management agencies. TDA's assistance has been successful across the board in these efforts.

For each of these Master Contracts, TDA is typically assigned tasks by staff. TDA's role with all the agencies is based on trust and performance over the lengthy periods described. In each case TDA assembles the appropriate team from its stable of subconsultants; agrees on the approach with the agency assigning the task; and proceeds to provide the specific service requested. This is a flexible procedure that evolves over time with the agency granting the environmental consulting master services contract. In all cases it is understood that "key personnel" for each task will not be reassigned without prior written approval from MSWD. We have structured our subcontractor team so that key consultants and their personnel have the highest quality back-up available.

Control of Costs: One of the things a project manager quickly learns under a Master Contract is that it is fairly easy to control costs for individual projects, but it is much more difficult to maintain costs for the overall contract during a discreet period. This is not because of flaws in the contractor, but most often due to changes in the work effort requested by the agency. Here is an example. Each year the IVDA/SBIAA assigns a master on-call contract for TDA that has a certain value. However, in recent years the Airport had to respond to the Santa Ana Regional Board regarding a totally new issue, possible past PFAS contamination at the former Norton Air Force Base. Working with the Airport staff and former Executive Director, TDA assembled the requisite information and provided the response for submittal to the Regional Board. This work effort did not exist when the original contract was awarded in July 2019. Similarly, TDA recently assisted IEUA to compile a Clean Water State Revolving Fund (CWSRF) form for the State Water Resources Control Board (SWRCB). However, just recently a new component of the future RP-5 treatment plant modification was identified. A "pull box" will be required by SCE. TDA assembled the data to prepare an Addendum and to modify the CWSRF submittal. Additionally, TDA is currently assisting MSWD with an Addendum for the MSWD Critical Services Center (CSC) Headquarters Building utilizing the former Comprehensive Water System Master Plan Project, as this EIR contemplated facilities at the CSC site. Recently, MSWD indicated that it would have to work through not only its own approval process, but the City of Desert Hot Springs process as well, in addition to compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). TDA is utilizing the expertise of Ms. Lisa Patterson to find the most cost effective means of CVMSHCP compliance, in addition to providing support to get through the City's process in the most direct manner possible. TDA prides itself on managing individual projects within costs, and the success of the project for our clients is our top priority. The MSWD staff with the greatest awareness of TDA's efforts to control costs is Mr. Danny Friend; LAFCO and IVDA/SBIAA references can provide details on TDA's history of cost control and delivering within budget constraints.

Innovations: While much of environmental consulting consists of fairly routine activities, such as processing environmental documents, there are also many opportunities to innovate and apply creative problem solving. One of TDA's long-term clients is Fontana Water Company/San Gabriel Valley Water Company (Company). Because this Company is not a public agency, obtaining CEQA clearance can be difficult.

TDA has worked with the Company to develop innovative CEQA compliance processing options. We have worked with the SWRCB Division of Drinking Water to get them to accept the use of Categorical Exemptions for installing new treatment systems (such as an ion exchange unit for PFOS) and to process CEQA compliance using a Statutory Exemption for the Company's Lytle Creek surface water diversion facility, because the original project was installed 70 years before CEQA was enacted. As discussed above, TDA is presently working with Eric Weck at MSWD and our biology subconsultant (Lisa Patterson) to minimize the CSC Headquarters Building Project footprint to avoid constraints set forth by the CVMSHCP. As a final example, TDA suggested that IEUA and Watermaster utilize an Addendum to comply with CEQA to expand short-term storage in the Chino Groundwater Basin in 2021. In addition to TDA, we have brought several members to our team that are innovative in their own right.

Ability to Prioritize Tasks: TDA has regularly been asked to speed up a review by the agencies under which we hold Master Contracts, and we consistently have met difficult schedules. TDA has assembled a quality team in response to the MSWD's On-Call Professional Engineering Services Contract RFQ. TDA would extend its highest priority of service to MSWD if selected for this On-Call Professional General Engineering Services Contract, with our focus on providing a full range of Environmental Consulting Services.

Environmental Services for CEQA/NEPA

Preliminary Review of Projects for CEQA Purposes

TDA has performed routine preliminary evaluations of proposed projects and project sites as part of our services with other agencies under which we hold Master Contracts. For instance, TDA may be provided a project site and would look at the environmental constraints (problems that would need to be overcome) that the agency might come upon should the given site be selected for a future project. Environmental constraints include: a preliminary review of hazards on the site through review of EnviroStor and GeoTracker databases; a preliminary review of possible jurisdictional waters requiring regulatory permitting if avoidance is not possible; reviewing the California Important Farmland Finder maps to determine whether any agricultural land conflicts exist; a preliminary review of possible biological resources that might have a potential to exist on site; a preliminary review of geologic constraints, such as whether the site is in an Alquist Priolo fault, liquefaction, or landslide zone, etc. TDA assesses a fee on a time-and-materials basis for preliminary review but anticipates that no more than 5-10 hours of research would be required for any given project site. At an hourly rate of \$165, the anticipated maximum fee for preliminary site review would be about \$1,650.

Categorical and Statutory Exemptions, Plus filing the Notice of Exemption

TDA has vast experience preparing Categorical Exemption/Notice of Exemption (CE/NOE) packages. For an exemption that is routine TDA expends about 4 hours (field visit, review of aerial photo and engineering drawings) compiling a CE/NOE package. TDA uses a template that demonstrates why a project qualifies for a particular CE Class and addresses the Exceptions to adoption of a CE outlined in the State CEQA Guidelines (Section 15000.2, State CEQA Guidelines). Typical fee for a CE ranges from about \$1,000 (5-7 hours, plus the \$50 filing fee with the County Clerk to \$3,000 for a larger project, such as inspections of manholes to be repaired (takes longer to survey the sites). After many years of providing MSWD and other agencies with Exemption packages, it requires about 2 work weeks to have a task authorized to the point that an agency approves the content and signs the NOE. However, in an emergency a CE package can be completed in a few days, if necessary. For a project like the Philadelphia Force Main Improvements Project, at IEUA, where an accompanying CWSRF project is being submitted to the State Water Resources Control Board, TDA prepared the CE/NOE package for \$1,250 (includes the \$50 filing fee); compiled the Air Emissions (site-specific data for CWSRF package) for \$3,500 (Giroux & Associates, 28 hours); Biology (site-specific for the CWSRF package) for \$2,500 (Jacobs, 10 hours); and cultural (site-specific for the CWSRF package) for \$5,500 (CRM TECH, 50 hours). TDA compiled the CWSRF package for a fee of \$1,850 (equivalent to 12 hours of Tom Dodson's effort and \$50 filing fee) to compile the full CWSRF for IEUA to upload to the State Water Resources Control Board's FAST system.

Addendum

Because MSWD operates under a few programmatic environmental documents, an Addendum is often used to address a “minor technical change” in a project previously addressed in a programmatic document. Because TDA has been involved with many previous programmatic documents, we do not have to expend substantial effort to review each document and judge whether an Addendum is an appropriate CEQA environmental determination. TDA prepares a fully substantiated Addendum package as verified by acceptance of several Addenda documents by the State Water Resources Control Board for projects with other water agencies. To prepare an Addendum, TDA usually charges a fee of approximately \$5,000 to \$15,000. This is due to the varying level of detail required to complete an Addendum. For an Addendum to an older environmental document, more research and verification of environmental circumstances is necessary, whereas an Addendum to a more recently completed project may require less background research to compile the supporting documentation for an Addendum. An Addendum commonly requires an update of certain sections of the base document for which the Addendum is being prepared. It is not possible to address all of the possible updates for an Addendum, so TDA provides the following information for an actual Addendum that has been processed in another jurisdiction. As mentioned previously, TDA is presently working on the CSC Headquarters Project through an Addendum to the District’s Comprehensive Water System Master Plan Project. The proposal was for about \$30,000, with \$15,000 dedicated to TDA’s effort, and another \$15,000 dedicated to compiling two technical studies. TDA subconsultants are preparing an updated biological resources report and CVMSHCP for about \$7,000 (Jacobs, 30 hours); and an updated evaluation of cultural resources for less than was proposed initially at about \$6,000 (Mojave Archeological Consulting, 56 hours). TDA has provided the flexibility for additional time on our subconsultants parts, particularly due to the complex biological resources and CVMSHCP compliance requirements. The project is anticipated to be completed within budget, given the circumstances known at the time of writing this proposal (\$30,000). As indicated above, the actual cost for an Addendum can vary based on the number of technical studies that may be required to address specific technical environmental issues. TDA has worked with most of its subconsultants for many years, and we can minimize costs and speed up the review process in most instances to meet reasonable schedules.

Initial Study/Negative Declaration (Mitigated)

Preparing an Initial Study/Mitigated Negative Declaration (IS/MND) utilizes the current State CEQA Guidelines Initial Study Environmental Checklist Form (Appendix G, 2022 Guidelines). The current IS/MND Form addresses 21 issues, and substantiation must be provided for each issue and sub-issue. Having prepared hundreds of IS/MNDs over the past 40 years, TDA is able to define and address all issues quickly and determine where technical studies may be required. A quick example of why this is possible relates to the new issue of Wildfire Hazards. A review of the Cal Fire wildfire hazard areas (high, very high, and severe) quickly indicates whether a site is exposed to such hazards. It either is or is not. If not in a wildfire hazard area, then a technical study is not needed to further address this issue. Costs vary substantially for an IS/MND depending on the site location of a project, and the environmental issues that must be studied to fully substantiate site resources and project impacts to certain resources. For a recent fuel station, fast food restaurant and convenience store IS/MND, the following issues required technical studies: air quality/greenhouse gas, biology issues, cultural resource issues, geotechnical issues, Phase 1 Environmental Site Assessment, hydrology and water quality (SWPPP and WQMP), airport land use conflicts (land use), and traffic. The Phase 1, geotechnical, and hydrology reports were provided by the developer or his engineer.

To prepare the IS/MND, TDA usually charges a fee of ranging from about \$10,000 (~70 hours of TDA Staff time) to \$15,000 (~100 hours of TDA Staff time). For this fee, TDA prepares the project description; assists the District to initiate and complete AB 52 consultation; compiles a draft Initial Study incorporating all technical studies and required substantiation; submits the draft to the District for independent review; prepares all of the transmittal documents; assists the District to distribute the approved IS/MND to the public for peer review; assembles the Mitigation Monitoring and Reporting Program (MMRP); reviews any comments on the IS/MND and recommends responses; prepares a Final IS/MND package to support a decision, including attending a public meeting or hearing; and assists the District with filing the Notice of Determination and Mitigated Negative Declaration with the County and/or State Clearinghouse. The end result is the formal adoption of the IS/MND. To support a recent MSWD Project, the GQPP Areas H and I

Sewer Improvement Project, TDA proposed to complete its work effort for \$17,000, with an additional approximately \$15,000 dedicated to the following technical studies, which were compiled and published with the IS/MND public review document which were included in TDA's cost: air quality/GHG study for \$1,200 (Giroux & Associates, 15 hours); biology study for \$7,700 (Jacobs, 30-40 hours); cultural study for \$6,000 (CRM TECH, 50 hours);. The IS/MND was adopted on September 21, 2021, and total fee for the whole process was \$32,000, which is a low-to-average IS/MND cost in the current market. This is because the cost to resolve certain issues can rapidly increase. The need to conduct protocol biology surveys, including a jurisdictional waters survey/determination; discovery of important artifacts; discovery of hazardous contamination at a site; unusual surface water management requirements; and controversy over a project can all increase the costs dramatically. In TDA's judgment the key issue in compiling any environmental document is to discuss the total scope with the project proponent (typically an engineer and MSWD manager's office) and mutually agree on a scope. Then submit the task order to the District for review and consideration. At a certain point, if the project has too much opposition or an obvious unavoidable significant impact, an EIR must be prepared, often by narrowing the focus to only those issues that are potentially significant impacts.

Environmental Impact Report

The process of preparing an Environmental Impact Report (EIR, project, programmatic, or subsequent) is essentially the same as preparing an Initial Study, except that one or more potentially significant impacts is determined to be unavoidably significant or cumulatively considerable. Substantiation for all findings must be included in the document. EIR costs rise, sometimes substantially, due to evaluation of alternatives and other mandatory sections in an EIR. Also, depending on the scope of the document (area affected or size of the project), the costs for technical studies may dramatically increase. TDA has participated in the preparation of several major EIRs over the years. One recent EIR was prepared by TDA, the Mission Springs Water District West Valley Water Reclamation Program EIR. This EIR was prepared for a cost of about \$70,400, and had a budget of \$114,620. In recent years, for programmatic EIRs, particularly those with complex issues and parties involved, the cost has increased. Recent EIRs for IEUA include the Chino Basin Program EIR, and the Chino Basin Watermaster Optimum Basin Program Update (OBMPU) Subsequent EIR, the cost has ranged from approximately \$250,000 to \$300,000 to process to completion; i.e., filing the NOD with the appropriate County and/or State Clearinghouse. This is often because responding to comments and working with legal to ensure that each document is "bullet proof" in anticipation of litigation against a controversial document can be tedious and time consuming to ensure that the end product is crafted to as near to perfection as is possible. TDA prepared an EIR for a major warehouse project at the San Bernardino International Airport Authority for a cost of about \$150,000. TDA also recently prepared an EIR for the City of Placentia General Plan for a cost of approximately \$100,000.

One of the reasons for preparing programmatic or subsequent EIRs is to minimize future CEQA or NEPA compliance efforts and costs. For the OBMPU SEIR project a budget of \$37,500 (250 hours and direct costs) was allocated to TDA. The Air Quality/GHG/Energy budget was \$20,000 (Urban Crossroads, 80 hours); Biology budget was \$10,000 (Jacobs, 40 hours); and Cultural budget was \$15,000 (CRM TECH, 136 hours). The cost for preparing the Initial Study and Notice of Preparation in order to focus the SEIR solely on potentially significant impacts was \$60,000 (TDA, 400 hours). The cost for preparing the SEIR was \$45,000 (TDA, 300 hours); and the cost for preparing the Final OBMPU SEIR is anticipated to approach (TDA, 220 hours). A contingency fee of \$30,000 was included in the contract (total \$255,500). The OBMPU SEIR has not yet been certified, as the parties involved determined that recirculating the SEIR to accommodate a slight change in project description would be necessary. The project budget was ultimately utilized to prepare an Addendum addressing an increase in safe storage capacity of the Chino Groundwater Basin (around \$60,000) and was utilized to restart the recirculation process. TDA has additional budget to complete the Recirculated SEIR and to update the Air Quality/GHG/Energy and Biological Resources Assessment, but given the scope of work, TDA is anticipated to remain well within budget. The preceding costs can be compared to a total cost of approximately \$70,400 for the construction of a MSWD's new Water District West Valley Water Reclamation Program and a CWSRF application in 2019. Again, depending on the complexity of a project and the resources affected, cost for preparing environmental document vary considerably. Also, please note that the project team for the Mission Springs EIR is the same team TDA proposes to continue meeting MSWD environmental needs.

State Water Resources Control Board, CWSRF CEQA-Plus and Federal Environmental Protection Agency (EPA) WIFIA Applications

For the past 10 years TDA has been supporting various agencies, including MSWD, IEUA, and other area water agencies by compiling information to support Clean Water State Revolving Fund (CWSRF) applications and its counter-part environmental documentation for State Board Division of Drinking Water (DDW) applications. TDA has become proficient at assembling these environmental packages on behalf of public agencies, private water companies, and small water companies, including mutual water companies.

Typically, TDA can prepare a CWSRF package in a week or so, but we must wait for at least three technical studies: air quality, biology, and cultural resources prepared to meet NEPA requirements. For CEQA compliance at the State Board we can use CEs, Addenda, IS/MNDs or EIRs. TDA (Tom Dodson specifically) expends between 10 and 20 hours (typically, no more than \$3,000, i.e., 20 hours) to compile a full CWSRF Environmental Form. Depending on the size of a project, air quality studies typically cost between \$3,000 and \$6,000 (Giroux & Associates and Urban Crossroads); biology studies vary between \$3,000 and \$15,000 (Jacobs) the latter fee including protocol studies for listed species; and cultural studies between \$5,000 and \$10,000 (CRM TECH), the latter fee including assessment of discovered cultural resources. The typical total cost for a CWSRF package is about \$18,000. For example, when TDA has worked with MSWD and other water purveyors, TDA has been very successful with the State Board and has been successful with DDW. The State Board typically requires cultural resource monitoring, and CRM TECH has handled the archaeological side of monitoring. TDA has a good working relationship with Native American tribes and has coordinated Native American monitors for several projects funded by through the State Board. Monitoring fees are typically \$1,600-\$2,500 per week for such monitors, and TDA does not charge for managing these monitoring efforts.

Over the past several years TDA has also supported projects that may receive direct funding from the federal EPA. A specific recent example was support provided by TDA to compile a WIFIA application for IEUA to obtain funding to re-construct its Regional Plant No. 5 upgrades. The WIFIA environmental compliance requirements are very similar to the State Board's CEQA-Plus documentation, but it is compiled, reviewed and approved under the EPA NEPA process. Fees are comparable to that outlined above for the CWSRF CEQA-Plus compliance process and the work scopes are almost identical.

NEPA Work Effort

The National Environmental Policy Act (NEPA) differs from CEQA in many ways, including the fact that each federal agency has its own regulations and policies. The standard federal agencies that TDA has interacted with include: Bureau of Reclamation, Army Corps of Engineers, U.S. Fish and Wildlife Service, and the Environmental Protection Agency. NEPA environmental documentation is similar to CEQA as follows: Categorical Exclusion (federal CE) is similar to an Initial Study because it allows mitigation to be included where a state CE does not permit this. An Environmental Assessment (EA) falls in between an IS/MND and EIR; and an EIR and Environmental Impact Statement (EIS) are comparable. NEPA documents inherently cost more because greater emphasis is placed on evaluation of alternatives, with each alternative evaluated throughout the document rather than a CEQA comparative evaluation. For each level of documentation CE, EA, or EIS the cost is about 20% to 30% greater than a cost for a CEQA document. Thus, the cost for a CE/EA would be about \$55,000, and the cost for an EIS would range between about \$180,000 for a site-specific EIS to about \$320,000 for a programmatic EIS. The number of hours of effort to produce such documents would also be increased by a comparable amount.

Regulatory Permits

Included under this heading would be the following permits: Corps 404 Permit, Regional Board 401 Certification, CDFW Streambed Alteration Agreement (SAA), federal incidental take permit (Section 7 or 10), and a CDFW incidental take permit, Section 2081. In most cases, each of the preceding permits have biology studies and jurisdictional delineations in common. The cost for preparing and processing such permits varies greatly based on several factors such as how much area will be impacted, the sensitivity of

the resources in question, and the costs of developing a mitigation package (avoidance or compensation). Thus, the first step MSWD should engage in when such permits may be required is to confer with TDA's team biologists and regulatory specialists. Nominal costs for such consultation are about 8 hours of Jacobs' (Lisa Patterson) time and a fee ranging between \$1,400 and \$2,000. The objective is to minimize disturbance of riparian, wetland and aquatic habitat, or habitat that supports listed species, including critical habitat.

Once the impact to such resources is minimized, the next step is formalizing the biology/jurisdictional issues by preparing formal biology reports to be submitted along with regulatory permit applications. As indicated above, such biology reports can vary in cost between about \$5,000 (30 to 40 hours by TDA biologists) for a standard biology study to \$15,000 (70 to 150 hours by TDA biologists) for a complex site with protocol surveys for listed species. This includes the cost for jurisdictional delineations under both federal and state jurisdictions. The next step is preparing and submitting applications to regulatory agencies, using a common data base, after MSWD has approved a project for implementation. The three permit applications for disturbance in waters of the U.S. or State can be prepared for about \$10,000 (60 to 80 hours), excluding application fees to the Regional Board and CDFW. The same cost will occur for preparing the incidental take permit applications at the State and Federal level.

The penultimate step in the process is negotiating the permit conditions with the regulatory agencies, which is an inherently open-ended task for two reasons. First, it takes time to establish acceptable conditions of approval (COA) with each regulatory agency. Second, the District may not find the COA acceptable, which lengthens the negotiating process. TDA suggests establishing a task order with a not-to-exceed value of hours to begin the process. If we assume 40 hours of consulting time, a fee of \$7,000 would be appropriate, including direct expenses. Based on past experience, this will allow negotiating positions to be established for the regulatory permit by both sides, several hours of negotiation, and sufficient information to be acquired to determine how much longer negotiations may take. For a routine project, the 40 hours for negotiations should be sufficient. On the other hand, a difficult negotiation, may require twice as large a fee. Regardless, the end result (final outcome) will be acquisition of the permit with a set of COA that MSWD will have to implement in order to proceed with a regulated project. Minimizing these costs to the District, to the extent feasible, can save the District substantial dollars that can easily pay for consulting team costs. TDA's biology team principal (Jacobs) knows the regulators and have the respect of the regulators due to their knowledge; the Jacobs team has more than 20 years' experience functioning in this role. Tom Dodson has worked with Jacobs team members for more than 25 years.

Monitoring

Over the years TDA has provided monitoring services to a variety of agencies and private clients. We have provided assistance for site monitoring for cultural resources and biological resources. TDA has also worked with Native Americans to perform monitoring required by the State Board for projects funded by SRF loans or grants. Monitors are usually employees beginning their career, so monitoring costs for 40 hours per week are about \$2,500 for each discipline; i.e., about \$50 per hour and direct overhead costs, such as driving to the job site. TDA does not charge an additional fee for managing the monitoring efforts.

Biological Services Overview

Under each of the above headers (CEQA Work Effort, NEPA Work Effort, Regulatory Permits, and Monitoring), TDA has outlined the types of biological services that could be performed. Generally, if MSWD required project or program specific biological resources and services support outside of the regulatory permitting and monitoring listed above—for instance, a site or program specific biological resources assessment; development of a habitat monitoring and restoration plan; and, assessment of a site's baseline biological resources for comparison against future activities—such services could be provided as a separate task under TDA's oversight. In fact, many of the developers TDA works with request biological resources assessments prior to initiating the CEQA work effort process to aid in site selection or site design. Additionally, TDA has recently been overseeing the preparation of a report for the South Coast Water District (SCWD) Aliso Creek Diversion Investigation to assess the hydrologic and operational feasibility of

initiating water diversion by SCWD at the current point of diversion and at two other points of diversion located downstream from the current point of diversion. The fee for this investigation was proposed at \$25,000, for which a comparable fee would be assessed for a similar effort under MSWD, should such a comparable service be required. Refer to Jacobs' fee schedule for a closer look at their hourly rates.

Other Tasks

TDA has occasionally performed review of environmental documents submitted to an agency for comment. Tom Dodson performs these reviews, and typically charges a fee of about \$2,500 (16 hours of effort) to review a document and provide a comment letter for MSWD submittal to the proponent agency. In addition, Tom Dodson has directly supported staff at meetings with public agencies upon request and has credibly supported clients in several fora.

CONSULTANT INFORMATION

Tom Dodson and Associates

Tom Dodson and Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm located in San Bernardino. The principal partners, Tom Dodson (President) and Kaitlyn Dodson-Hamilton (Vice President), are directly involved in day-to-day operation of the firm and are also involved in each project undertaken by TDA. This approach provides the company owners with direct knowledge and oversight for each project, thus ensuring that each project receives the firm's high standard for product quality.

Tom Dodson has been the President of TDA since its incorporation. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues.

Kaitlyn Dodson-Hamilton has more than 8 years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. Prior to her full-time environmental specialist role at TDA, Kaitlyn spent about 10 years providing part-time support at TDA in research and mapping for CEQA, NEPA, and regulatory purposes.

1. Official name and address.

Tom Dodson and Associates

Mailing Address: PO Box 2307, San Bernardino, CA 92406

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

2. Name, address, and telephone number of the Proposer's primary point of contact.

Tom Dodson

Mailing Address: PO Box 2307, San Bernardino, CA 92406

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

Tel: (909) 882-3612 ♦ Fax: (909) 882-7015 ♦ Email: tda@tdaenv.com

3. Indicate what type of entity (corporation, company, joint venture etc.).

Entity: A California Corporation

4. Federal Employer I.D. Number. Federal Employer ID #33-0047287

5. Any failures or refusals to complete a contract and explanation. None.

6. Claims for Money or Damages History. None.

7. **Litigation/Adverse Judgement History.** None.
8. **Termination of Contract “For Cause” History.** None.

CONSULTANT PERSONNEL

For MSWD's On-Call Professional General Engineering Services Contract, TDA has assembled a remarkable group of subconsultants (discussed in detail below). Over the years TDA has met and maintained relationships with a broad range of subconsultants, and the proposed team is comprised of established professionals with a diverse knowledge base. The methodology for using subconsultants versus relying on in-house staff is as follows. If the team members are qualified, as they likely are in this instance, it is the manager's ability to guide or direct the team members that is most important. TDA has a team of subconsultants that are well vetted and trusted. We are all equals in this process and the team members are here to augment TDA's knowledge and capabilities with their hard-earned knowledge and capabilities. Our job as managers is to provide guidance and a set of expectations while each of our subconsultant teams bring their own independent knowledge and abilities to provide the best solutions. For example, TDA has three air quality support teams. Two of them can provide routine CEQA and NEPA support when required; the third can create their own models, and show South Coast Air Quality Management District (SCAQMD) why their models are better than the standard modeling tools, conduct air emission tests, and process permits with SCAQMD. We are ready and available to provide services beyond the historical normal environmental support role, if requested.

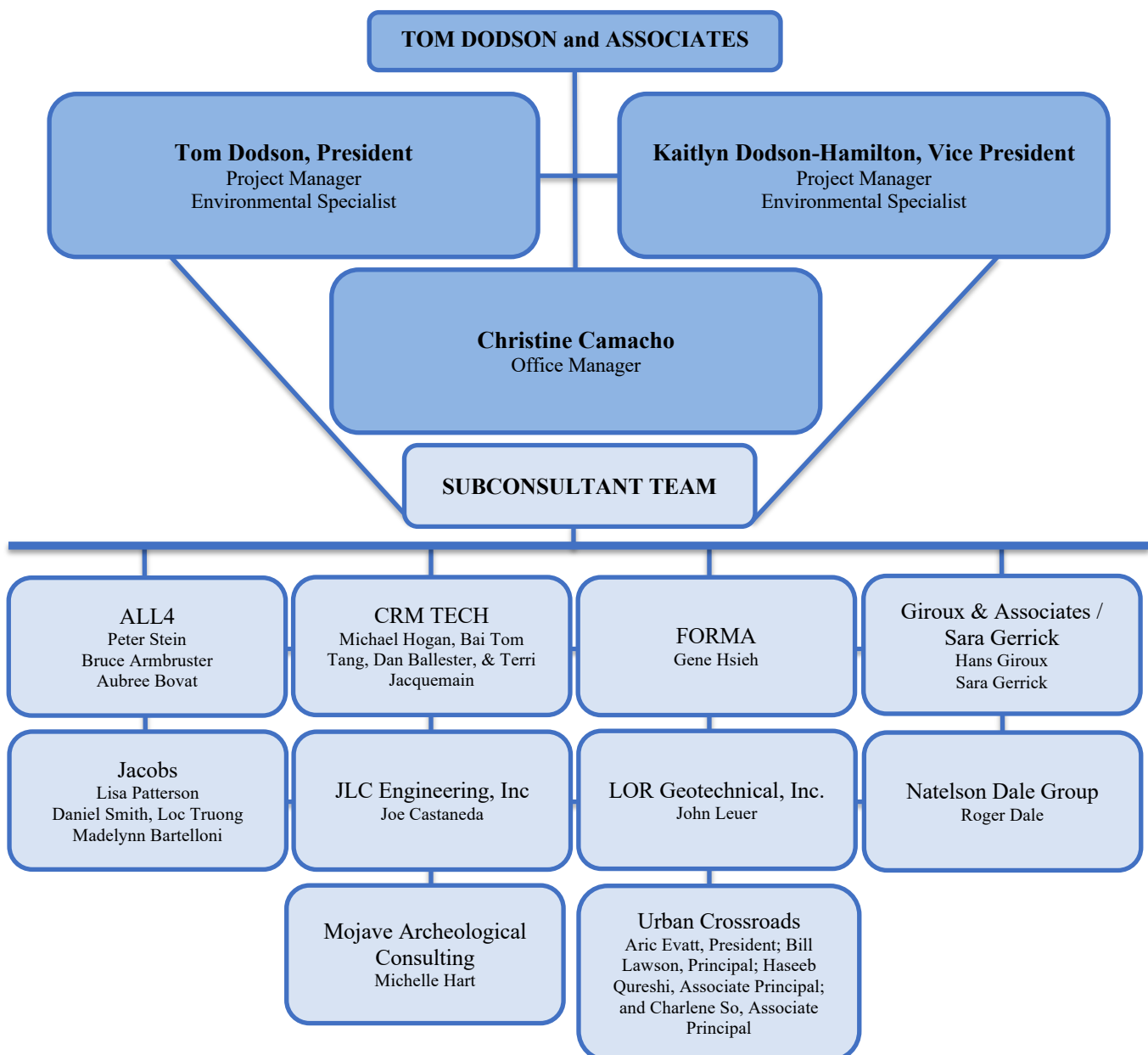
Approach

Because of the wide range of MSWD responsibilities, there is an equally wide range of activities that require environmental support (from preparation of an environmental document or a regulatory permit application, to a request for monitors at a site the next day). Based on experience with comparable projects at MSWD, all work under the Master Contract will begin with a request for a Task Order of sorts (very rare exceptions occur to deal with emergencies or crises). TDA has extensive personal experience with MSWD Staff and requests for service typically begin with a phone call, e-mail or other notification from staff requesting support under the On-Call Professional General Engineering Services Contract. Other times, TDA is sent a job proposal/request, sometimes by MSWD Staff and other times by MSWD consulting engineers, such as TKE. TDA reviews the request; most often confers further with MSWD Staff and defines the nature of the problem; and then identifies an initial solution to meet the task order request. TDA then returns to MSWD Staff; and, if the issue is complicated, we will often confer with experienced MSWD Staff and agree on an approach to solve the problem. TDA then assembles a team from our subcontractor list. Internally, we discuss the anticipated work effort; obtain level of effort and cost estimates from subcontractors; and then TDA will provide a letter proposal identifying all of the tasks and anticipated costs to fulfill the task. This can all be done in a day or two because of TDA's familiarity and trust with our team members. The Task Order proposal would then be submitted to Staff along with a tentative schedule. Based on TDA's 20 years of experience with MSWD, the task order may be processed within a few days or a few weeks by the District, depending on urgency. In most cases there is minimal question over such task order proposals because of TDA's familiarity with water projects and the type and level of effort required to support such projects. When questions do occur, TDA discusses them with MSWD Staff, and, in our experience, believes that they have been quickly resolved. TDA has historically fulfilled all schedule objectives, except when factors out of our control, such as a project redesign, affect a schedule.

TDA would proceed with the work effort immediately upon authorization by MSWD. Most task orders contain milestones and tentative deadlines where TDA contacts and works with the Staff engineer in charge. However, because of the TDA's years of tenure, MSWD Staff is encouraged to contact TDA with questions via e-mail or phone. TDA staff make themselves highly available to clients, and the team actually enjoys meeting the Staff in the field or at MSWD Headquarters when offered the opportunity. When a milestone is reached, TDA submits a work product to the District for review and/or comment. TDA's office is about 45 minutes from the MSWD headquarters. Based on past experience, most tasks are routine, and schedules are routinely fulfilled. When it comes to regulatory permits, all of the team, including those

subconsultants in high demand, are at the mercy of agencies. When necessary, we would discuss such issues with and jointly determine whether the circumstances merit “smacking the proverbial beehive” to get a response from the regulatory agency. A decision to use extra resources, such as political pressure, is obviously made by MSWD management. Because of TDA’s almost 40 years of experience in the Desert, Inland Empire, and Greater Los Angeles region, TDA has good contacts with most other jurisdictions with whom the District interacts. In the end, TDA offers a high level of personal service that few organizations can match. Once authorized to proceed with a task, Tom Dodson personally follows the project to completion while interacting with MSWD Staff either in accordance with task order schedules/milestones or based on existing personal relationships that will be established with District Staff.

In addition, because TDA is a small business, TDA Staff assigned to manage aspects of a project typically have dual roles. That is, they are assigned to both manage and directly perform on task orders and create work products. This type of small yet agile, flexible team results in minimal cost to the client for traditional project management while delivering high quality work products.



Qualifications of Personnel

Summary of Resumes for the Project Team

As shown in the organizational chart above, TDA will be the lead on all future Projects with MSWD. TDA will manage all arrangements and contracts with the subconsultants listed below for future MSWD projects. As such the management structure is such that TDA will lead all Projects and will oversee/manage all subconsultants involved in future Projects with MSWD.

Full resumes for all TDA personnel, are provided as an attachment to this Proposal. A brief summary of TDA personnel and subconsultant personnel is provided below.

Tom Dodson and Associates

Tom Dodson, President, TDA

Education: M.A., Geography, University of California at Berkeley, 1973; B.A., Geography, University of California at Berkeley, 1968

Summary of Experience: Tom Dodson is the President of Tom Dodson and Associates since its incorporation. He has more than 40 years of experience in the environmental consulting world. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state, and local level, and designs formal presentations to committees. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on many projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the Mission Springs Water District, San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

Kaitlyn Dodson-Hamilton, Vice President and Environmental Specialist, TDA

Education: B.A., English with Honors, University of California at Riverside, 2011

Summary of Experience: Kaitlyn Dodson-Hamilton is an Environmental Specialist for Tom Dodson and Associates. Ms. Dodson-Hamilton has more than eight years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. She has over 10 years of part-time experience providing support at TDA in research and mapping for CEQA, NEPA, and regulatory purposes at TDA. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson. She works in conjunction with Tom to work with clients, governmental agencies, and decision-makers to find solutions to complex problems. Mrs. Dodson-Hamilton serves alongside Tom as an environmental consultant to San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, Phelan Piñon Hills Community Services District, Mission Springs Water District, and several other agencies. Ms. Dodson-Hamilton attends meetings and hearings and prepares presentations for nearly all reports for which she is the author.

Availability of TDA staff: On an ongoing basis, TDA has 50 active projects. These are managed based on client deadlines and prioritized accordingly. TDA is committed to a successful result for its clients. As a result, task orders assigned to TDA would be scheduled and prioritized to align with MSWD's requirements. Tom Dodson and Kaitlyn Dodson-Hamilton would be focused and available at a high level to achieve client success when working on MSWD task orders.

Non-Discrimination: TDA represents and certifies that the project team does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin,

sexual orientation, ancestry, material status, physical condition, pregnancy, or pregnancy related conditions, political affiliation, or opinion, age, or medical condition.

SUBCONSULTANTS: The Project Team that TDA has put together is extensive and highly qualified. Resumes of key personnel assigned and committed to the services outlined under this proposal can be found as an attachment to this proposal.

❖ **ALL4**

ALL4 was formally named Jorgensen Environmental (JESCI). As Jorgensen Environmental (JESCI) was formed in 1988. It was specifically formed to serve medium to large sized manufacturing facilities with compliance, engineering, and facility expansion/development services. TDA has worked with JESCI for over 15 years, and JESCI has performed air quality assessments for MSWD in the past on projects such as the OBMP Peace II SEIR. TDA has included JESCI as part of our Project Team because JESCI has a unique capability to generate Air Quality and Greenhouse Gas Impact Analyses utilizing a unique model that is proprietary to JESCI. For complex projects that do not fit the California industry air quality model (CalEEMod), TDA envisions enlisting the services of JESCI to generate air quality and GHG emissions data from their model to reflect the most accurate emissions summary for a given complex Project. JESCI's services also include Phase I site assessment, soil and groundwater investigation, groundwater and soil vapor monitoring well installation, and, Remediation supervision, which would contribute to the overall services our Project Team can provide to MSWD. Key personnel include Bruce Armbruster, Peter Stein, and Aubree Bovat.

❖ **CRM TECH**

CRM TECH is a full-service consulting firm that for more than 35 years has provided the full range of cultural resources management services to federal, state and local public agencies, environmental firms and private developers. CRM TECH is the firm TDA intends to utilize to comply with Cultural Resources, and sometimes Tribal Cultural Resources under the CEQA Checklist, as their staff have a successful working relationship with many of the Tribes within the MSWD service area. As part of the preparation of cultural resources management study reports, CRM TECH performs the required correspondence with the Native American Heritage Commission (NAHC), which is not only a requirement of CEQA, but assists in meeting the requirements of CEQA Plus packages. TDA envisions utilizing CRM TECH for cultural monitoring on Projects requiring an archaeological/paleontological/cultural resources monitor. Key personnel include Bai "Tom" Tang, M.A., Principal Investigator/Historian/Architectural Historian and Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist, in addition to Dan Ballester, and Terri Jacquemain.

❖ **FORMA**

FORMA is a premier real estate consulting firm, specializing in Urban Planning and Simulations that has been in the planning and visualization design industry for 30 years and has a diverse and creative staff. TDA envisions that FORMA will be useful to the Project Team that we have put together specifically through their expertise with photo simulations. For future MSWD Projects, it may be necessary to demonstrate that scenic vistas (analyzed under Aesthetics in the CEQA Checklist) would not be impacted by a facility in a visually sensitive area. FORMA has unique capabilities that may be of use to MSWD beyond the CEQA/NEPA/Permitting realm, as their staff includes urban designers, planners, landscape architects, simulation designers, computer graphic artists and GIS mapping technicians. We believe that their addition to the team will be valuable should the need for their services arise. Key personnel include H. Gene Hsieh, Principal, Director of Planning and Design.

❖ **Giroux & Associates / Sara Gerrick**

Giroux & Associates has been providing aerometric assessment services (air quality, greenhouse gases/climate change, acoustics, meteorology, airborne hazards/toxics and airborne nuisance such as dust and odors) for over 30 years. Sara Gerrick has participated in over 1,500 environmental projects. Responsibilities include air quality and greenhouse gas quantification, localized health risk assessments, and air quality dispersion modeling. Within the last four decades, the firm has participated in over 2,500 environmental investigations. Specialized services include ambient pollution and noise monitoring, computerized air pollution and noise dispersion modeling, greenhouse gas emissions inventories, inert

tracer gas field studies, APCD/AQMD permit preparation and processing, health risk analysis, expert witness testimony and regulatory agency liaison. These are the types of services TDA envisions that Giroux & Associates will provide to future MSWD Projects as a member of our Project Team. Their documents have the benefit of being incredibly easy to understand, but thorough in their analysis and calculations because of their extensive experience with such studies. TDA has partnered with Giroux & Associates for over 20 years on various environmental documents, including those to meet CEQA, NEPA, and regulatory compliances. TDA almost solely uses Giroux & Associates for projects requiring MNDs because (1) they accomplish their work in an expedient manner, which is often required for Projects reliant on funding, and (2) they are first and foremost extremely competent at completing their reports, while also maintaining reasonable rates for these services. Key personnel include Hans Giroux, Senior Analyst, Ph.D. and Sara Friedman Gerrick, Senior Engineer.

❖ **JACOBS**

TDA has a relationship with Jacobs because Lisa Patterson—their California and Southwest Operating Divisions Lead—who previously worked for TDA for more than 20 years. In total, Lisa Patterson has teamed with TDA for about 30 years as an Ecologist, Biologist, and Regulatory Specialist. Jacobs has proven expertise guiding clients through the environmental permitting and regulatory compliance process in challenging environments throughout the United States. Jacobs combines decades of experience in permitting projects in areas of sensitive water resources, threatened and endangered species and vital natural resources. TDA envisions the inclusion of Jacobs as part of the Project Team to continue to apply their expertise in similar efforts and to meet several of the tasks including: Biological Resources Analyses for CEQA/NEPA/CEQA Plus; Preparation of Applications for the Environmental Site Assessments (ESA), California department of Fish and Wildlife (CDFW) Streambed Alteration Agreements (SAAs), US Army Corps of Engineers (ACOE) 404 permits and 408 permissions, Regional Water Quality Control Board (RWQCB) 401 Certifications/Waste Discharge Requirements (WDRs); On Call Field Surveys including vegetation surveys, nesting bird surveys, burrowing owl surveys, endangered species surveys, photographic surveys, and wetland delineations; Permit Requirements Training; Preparation of Permit-Required Annual, Periodic, and Special Reports; and Biological Monitoring. Key personnel include Lisa Patterson, California and Southwest Operating Divisions Lead, Daniel Smith, Southwest Team Support Staff, Loc Truong and Madelynn Bartelloni.

❖ **JLC Engineering**

JLC Engineering and Consulting Inc. (JLC) specializes in design, analyses and technical support related to flood control facilities for public works and private land development projects. JLC provides technical services to resolve issues related to the following: Hydrology and Watershed Mapping; Hydraulic Assessment of existing drainage systems; Hydrology and Hydraulic Modelling; Flood Protection Design; Drainage Repair and Rehabilitation; Storm Drain Improvement; Water Quality BMP Design; NPDES; and, SWPPPs. Additionally, JLC performs design and analyses that follow design criteria and requirements that have been established by USACE, Federal Highway Administration, FEMA, California Department of Water Resources, and regional flood control agencies. TDA has included JLC as part of our Project Team because they have been uniquely successful at solving complicated drainage designs, and related water quality management requirements to comply with MS4 permits. TDA envisions utilizing JLC to provide technical design services for future MSWD projects related to drainage, hydrology, hydraulics, storm drain systems, detention basin design, flood plain analysis and mapping, and water quality implementation and design. TDA believes that JLC's services will not only meet the listed scope of work outlined in MSWD's RFQ, but also may be able to meet a unique need should MSWD require design of, for example, detention basins and other related facilities. Key personnel include Joseph Casteneda, P.E., Principal-In-Charge/Project Manager and Stormwater Facility Design Services.

❖ **LOR Geotechnical Group, Inc.**

LOR Geotechnical Group, Inc. (LOR) has been, for many years, TDA's go-to firm for all Projects requiring Phase I Environmental Assessments and Geotechnical Investigations because they have proven themselves to be capable and thorough under a variety of Project circumstances. LOR's principals are directly involved in the implementation and completion of its professional services. All of LOR's field and laboratory personnel have been employed by this firm for over 10-years. TDA envisions utilizing LOR on

future MSWD projects that utilize their Geotechnical Engineering Services, Geologic Services, and Environmental Services. LOR Provides Geotechnical Engineering Services, including the following: Preliminary Geotechnical Investigations; Preliminary Soil Engineering Investigations; Geotechnical Feasibility Studies; Geotechnical Engineering; Foundation Investigations; Forensic Studies; Street Structural Section Design; Percolation Feasibility Studies; Grading Observations; Laboratory Testing Services; and, Liquefaction Evaluation Investigations. The Geologic Services provided by LOR include: Engineering Geologic Investigations; Seismic Hazard Analysis; Slope Stability Investigations; Fault Investigations; Liquefaction Susceptibility Investigations; Hydrology/Water Resource Studies; Geophysical Investigations; and, Bedrock Rippability Evaluations.

LOR has conducted hundreds of site assessments that are designed to evaluate the likelihood of hazardous materials present on a site, which may be required for future MSWD Projects to meet the requirements of CEQA, specifically under Hazards and Hazardous Materials. LOR can also perform soil and groundwater sampling and monitoring programs to characterize the potential of contamination at a site. LOR's environmental personnel are experienced in performing underground storage tank investigations, as well as providing project management/oversight of removal and closures. Key personnel include John P. Leuer, CE, GE, President.

❖ **The Natelson Dale Group**

The Natelson Dale Group, Inc. (TNDG) is an economic and financial consulting firm established in 1974 which serves public and private clients throughout the United States. Core service capabilities include the following: Fiscal and socioeconomic impact analyses; Real estate market forecasts and development feasibility studies; Financial feasibility and income projection analyses; Economic development strategic plans; General plan economic development elements; Redevelopment and revitalization strategies; Development impact fee studies and infrastructure financing plans; CEQA economic impact ("urban decay") studies; Deal structuring and negotiation of public/private development agreements; Park, recreation and open space master planning; and, Environmental economics and habitat conservation planning. TDA has working with TNDG group primarily to provide fiscal impact studies for large-scale projects that may result in deficiencies to Public Services. While this service may not often be a requirement for MSWD projects, it is a service we believe MSWD may require for a future large-scale Project. Furthermore, TNDG's capabilities as a firm with habitat conservation planning experience may be valuable under circumstances in which habitat conservation is required on a given Project. Key personnel include Roger Dale, Managing Principal and Alan Levenson, Senior Associate.

❖ **Mojave Archaeological Consulting**

Mojave Archaeological Consulting is a small, woman-owned business dedicated to providing thoughtful, thorough, and efficient cultural resources management services. As Owner and Principal Investigator, Michelle Hart meets the Secretary of Interior Standards for Professional Qualifications in the disciplines of Archaeology (Prehistoric and Historic) and History (36 CFR 61). Ms. Hart has more than a decade of experience in cultural resources consulting throughout the western U.S., particularly within the southern California desert region. She has worked with various state and federal agencies as well as private and public sector utilities providers. Ms. Hart holds a Bachelor of Arts degree in Anthropology from San Diego State University, a Geospatial Certificate (GIS and cartography) and a Master of Arts degree (with emphasis in archaeology) from Humboldt State University. She has also completed specialized training in CEQA through the University of California, San Diego. Ms. Hart serves all roles in Mojave Archaeological Consulting, from fieldwork to report completion, ensuring minimal overhead and quality work for clients and teaming partners. TDA is currently utilizing Mojave Archeological Consulting on the MSWD CSC Headquarters Building Project, as it is proximate to MSWD in location, and it has availability to complete tasks in an expedited manner. TDA envisions utilizing Mojave Archeological Consulting as part of the Project Team primarily to provide an additional cultural resource services on future MSWD Projects.

❖ **Urban Crossroads**

Urban Crossroads was founded in 2000, and is a leading provider of traffic, air and noise consulting services. TDA has utilized the services of Urban Crossroads to perform these services for more than 10 years and has confidence in their capabilities.

Urban Crossroads provides a full range of traffic services that include traffic impact analysis, traffic engineering, travel demand modeling, simulations and many other traffic related services. In addition, to these services, Urban Crossroads actively maintains their expertise with the latest analytical tools for long-range forecasting models, intersection level of service analysis methodologies and traffic simulation. Additionally, Urban Crossroads has been TDA's go-to source for guidance on how to address the new CEQA Checklist question under Transportation, which requires a discussion of vehicle miles traveled (VMT), and has proven to approach this new requirement in a thoughtful, technically proficient manner given that many jurisdictions had not, until recently, drafted guidelines for how to analyze VMT to meet the requirements of CEQA.

Urban Crossroads provides air quality, greenhouse gas and health risk assessment analysis services to meet national, state and various local compliance standard requirements. In determining potential air quality impacts, Urban Crossroads utilizes industry-standard models to study the source-specific pollutant emissions. Additionally, as with VMT above, Urban Crossroads has been TDA's go-to source for Energy Analyses as the CEQA Checklist has added Energy as a topic required to be analyzed as part of CEQA. Given that meeting these requirements is novel for every professional in the industry, Urban Crossroads has proven themselves to be uniquely qualified at providing comprehensive Energy Analyses to meet these new CEQA requirements.

Urban Crossroads provides the full spectrum of environmental noise measurement and analysis expertise. This may include a preliminary noise study to establish the barrier height requirements for tentative tract map approval, detailed building assembly requirements as part of a final noise study to satisfy the interior noise requirements, project operational stationary-source noise levels and potential short-term construction noise impacts. In addition, Urban Crossroads' noise group maintains a strong technical background in the application and development of noise prediction models.

TDA envisions utilizing Urban Crossroads to meet the following needs of MSWD's environmental consulting services: Air Quality, GHG/Global Climate Change, Health Risk and Energy Analyses; Climate Impact Analyses; Traffic Impact Analyses and Trip Generation Memos; and, Noise Impact Analyses. Key personnel include Aric Evatt, PTP, President; Bill Lawson, P.E., INCE, Principal; Haseeb Qureshi, MES, Associate Principal; Charlene So, P.E., Associate Principal; Alex So, Senior Associate.

EXPERIENCE AND REFERENCES

Comparable Contracts 2017-2023

Inland Empire Utilities Agency (IEUA)

In 2013, Tom Dodson and Associates (TDA) was awarded a Master Contract by IEUA; this Master Contract was awarded again in 2020. Since selection by IEUA in 2013, TDA has carried out approximately 150 task orders under this contract. Most of these task orders have consisted of preparation of Notice of Exemption packages for repairs and modifications to IEUA facilities, such as Regional Plants, pipelines, and sewer manholes. However, a few of the projects have included preparation of major environmental documents, such as the Chino Basin Program (CBP) PEIR, Facilities Master Plan (FMP) PEIR and the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) PEIR. These EIRs were jointly prepared with TDA serving as the project manager—Tom Dodson oversaw the preparation of the FMP PEIR and the SARCCUP PEIR, and Kaitlyn Dodson-Hamilton, with the oversight of Tom Dodson, oversaw the preparation of the CBP PEIR; each served as co-author and editor on these documents—and another consulting firm acting as a partner (partnering firms included Rincon and ESA). Most recently TDA was asked to prepare the project description for the CBP in mid-2021, was engaged to work alongside Rincon to finalize the CBP Draft EIR in September 2021 with a goal of publishing the DEIR by late October 2021, with certification occurring in May 2022. This further demonstrates TDA's ability to both meet schedules and collaborate as a team to meet our client's needs. Individually, TDA has also prepared at least five CWSRF CEQA-Plus packages for submittal by IEUA to the State Water Resources Control Board (State Board), and on three occasions TDA processed Addendums to prior IEUA CEQA documents at the request

of the State Board. To date, all of these documents have been accepted and processed by the State Board in conjunction with IEUA applications for funding. However, another IEUA project, the RP-5 CWSRF package, will be referenced below that was completed under TDA's sole management.

City of Big Bear Lake Department of Water and Power

In 2018 the City's General Manager of Water at the Department of Water and Power (DWP) contacted TDA to assist in preparing CEQA and NEPA environmental documentation to replace about 10 miles of existing, deteriorated water pipelines and about two miles of new water pipeline. TDA prepared Mitigated Negative Declaration (MND) for CEQA compliance and a Categorical Exclusion (CE) package for the U.S. Department of Agriculture (USDA) for NEPA compliance. This document was co-authored and managed by Kaitlyn Dodson-Hamilton, with the oversight of Tom Dodson as co-author and editor. The CEQA document was processed in approximately three months and the NEPA documentation was processed prior to the end of 2019. The most complex issue was Native American concerns and USDA required SHPO consultation. The MND was adopted in 2018 and the USDA adopted the CE in early 2019. Funding was granted by USDA to DWP, and the project broke ground in the summer of 2019. Prior to construction, TDA arranged for a cultural monitor and Native American monitor to conduct pilot hole testing along the most sensitive pipeline alignment, and findings and a report were prepared to comply with cultural resource mitigation requirements. The project was successfully implemented, and the DWP is completing the second round of pipeline installation this year. The DWP point of contact is Mr. Reginald Lamson, with whom TDA has worked for more than 10 years. His contact information is provided above.

San Bernardino International Airport

TDA has been working with the San Bernardino International Airport (SBIA or Airport) since 1992 to address environmental and related issues from the closure of former Norton Air Force Base. In mid-2018, the Airport Authority approached TDA to assume responsibility for compliance with CEQA for an important new Airport facility, the Eastgate Distribution Facility. From mid-2018 TDA was given the responsibility for preparing and processing an EIR for this project by the end of 2018. This was a critical date because the company, which turned out to be Amazon, would make the commitment to build and operate the distribution facility—a facility that may ultimately employ as many as 3,800 people if certain deadlines could be met. TDA assembled a team (that included many of the proposed MSWD team), and completed the CEQA review process with six months. Many complex issues, such as ground traffic, air operations, public health risk, and use of emission credits in the South Coast Air Basin, were addressed in this document. The EIR was certified and, after completion of the NEPA documentation (managed, but not prepared by TDA), this project is operational and providing important revenue to the SBIAA operations. This document was co-authored and managed by Kaitlyn Dodson-Hamilton, with the oversight of Tom Dodson. The SBIAA point of contact is Mr. Michael Burrows. His contact information is provided above.

Inland Valley Development Agency

In 2021, TDA was tasked by the with assembling the environmental documentation for the Airport Gateway Specific Plan (AGSP). The 678.13-acre AGSP Plan area (is located immediately north of the SBIA, and would transition a buffer area around the northern airport boundary to a Mixed Business Park use. The Specific Plan must be implemented consistently across jurisdictional lines by two separate cities—Highland and San Bernardino—for it to be successful. In July, the Notice of Preparation was circulated for this document, and TDA is presently in the process of writing the Draft EIR for public review sometime later this year. This project handles complex issues including relocation of existing residents within the project area, extensive air quality mitigation intended to cover the whole of the development proposed within the AGSP horizon (20 years), complex traffic issues, buffering from residents, etc. TDA has assembled a team, many of which are on our project team under this proposal, to address each of these issues in a comprehensive manner. This document is co-authored by Kaitlyn Dodson-Hamilton, with program management by Tom Dodson, and issue-specific management provided by Kaitlyn Dodson-Hamilton. In many cases, Tom and Kaitlyn partner on authorship and project management with Tom providing the final editorial management for each project TDA undertakes. The IVDA point of contact is Ms. Myriam Beltran. She can be reached at (909) 382-4100 and by email at mbeltran@sbdairport.com.

Comparable Projects 2017-2023

Fontana Union Water Company, Lytle Creek Diversion

In 2017 Fontana Union Water Company (division of San Gabriel Valley Water Company, Company) was notified by the California Department of Fish and Wildlife (CDFW) that it would not be able to conduct its routine channel modifications in Lytle Creek to divert surface water for potable water use. These modifications would allow it to divert surface water for potable water use by the Company and several other water agencies, including the Cucamonga Valley Water District (CVWD). CDFW required the Company to obtain a Streambed Alteration Agreement (SAA, or 1601 Permit) before it would allow the Company to make the channel modifications required to divert the stream flows into the Company's intakes. For background, the Company or its successors had been diverting flows since acquiring the water rights in the 1890's. TDA assisted the company to develop new information and submit the 1601 permit; but one problem still remained: the Company is not a public agency and cannot conduct a CEQA evaluation. After extensive discussions (more than a year), TDA and the Company's legal counsel were able to prepare a Categorical Exemption package that was adopted by the CVWD Board in February 2020. Tom Dodson supported the completion of this Project with the company staff. The Santa Ana Regional Water Quality Control Board requested that the Company also obtain a Waste Discharge Report (WDR) for the same project. This was completed earlier this year. The point of contact for this effort is Mr. Josh Swift at (909) 822-2201 or email jmswift@fontanawater.com.

City of Placentia General Plan Update Environmental Impact Report

In 2017 the City of Placentia selected TDA to prepare an EIR for its proposed General Plan Update. TDA's early participation allowed input to the goals and policies of the Update so that many issues requiring mitigation were managed through compliance with the Plan itself rather than after-the-fact mitigation. TDA compiled the EIR and it was certified in late 2019. This was a highly interactive process with the City residents, and the unanimous approval of the General Plan Update and certification of the EIR was a first after more than 20 years since the previous General Plan and EIR were adopted. This document was co-authored by Kaitlyn Dodson-Hamilton, with the Tom Dodson serving as the Project Manager, co-author, and editor. The point of contact for this effort is Mr. Joseph Lambert, City Planning Director at (714) 993-8234 or email jlambert@placentia.org.

IEUA RP-5 CWSRF Package

Over the past several years IEUA prepared a series of Facility Management Plans (FMPs). TDA and ESA compiled a Program EIR (2017) to address several hundred specific projects (capital improvement projects) contained in these FMPs. Among these projects were several proposals to modify or upgrade the regional wastewater treatment plants and to close one plant, RP-2. Major changes were identified for RP-5, located adjacent to IEUA Headquarters on Kimball Avenue in the City of Chino, including changes to the basic treatment processes. Once the PDR was completed in 2018, TDA was requested by IEUA Staff to compile the CWSRF package for submittal to the State to receive funding. One of the reasons for selecting this project is to illustrate the extra level of effort required to compile and submit a CWSRF package that will meet the fairly rigorous requirements of the State Board's CEQA-Plus compliance process. First, the State Board is always expanding to address additional federal issues, such as environmental justice and bald eagles most recently. Second, it is rare when the preceding environmental document contains sufficient information to meet the State Board requirements. If it is a biology study, a new study must be compiled within one year of the submittal. Similarly, most cultural studies are compiled to meet CEQA requirements and not NEPA requirements, including concurrence from the State Historic Preservation Office (SHPO). TDA assembled the comprehensive CWSRF package for RP-5 and supported IEUA with uploading this document to the State Board's FAST system. This was done in a timely manner to put the RP-5 project in the desired cue to receive funding. This effort was completed with the oversight of Tom Dodson serving as the Project Manager, co-author, and editor. TDA's Master Contract team includes all of the subconsultants that we have successfully used to meet the State Board's CEQA-Plus requirements. Jason Marseille and Jesse Pompa, who can be reached at jpompa@ieua.org and jmarseilles@ieua.org, are the primary IEUA engineers that TDA coordinated with on this project. Subsequently, TDA also provided support after the CWSRF documentation so that IEUA could also receive WIFIA funding directly from the federal Environmental Protection Agency for the RP-5 project.

References

- Mr. Mike Burrows, Executive Director
San Bernardino International Airport Authority
1601 East 3rd Street
San Bernardino, CA 92408
Tel: (909) 382-4100
Email: mburrows@sbdairport.com
- Mr. David Lawrence, General Manager
Big Bear Area Regional Wastewater
Agency (BBARWA)
P.O. Box 517
Big Bear City, CA 92314
Tel: (909) 584-4033
Email: dlawrence@bbarwa.org
- Mr. Reggie Lamson, General Manager
Big Bear Department of Water and Power
P.O. Box 1929
Big Bear Lake, CA 92315-1929
Tel: (909) 866-5050 x252
Email: RLamson@bbldwp.com
- Ms. Elizabeth Hurst, Chino Basin Program
Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Tel: (909) 993-1646
Email: ehurst@ieua.org
- Mr. Jerry Griffith, Water Department
Superintendent
Big Bear City Community Services District
P.O. Box 558
Big Bear City, CA 92314
Tel: (909) 585-2563
Email: jgriffith@bbccsd.org
- Mr. Edgar Tellez Foster, Water Resources
Management and Planning Director
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Tel: (909) 484.3888
Email: etellezfoster@cbwm.org

COMPENSATION/PAYMENT SCHEDULE

This request for proposal requirement is addressed under a separate header, provided as a separate file titled "Fee Rate Schedules for On-Call Professional General Engineering Services."

DISCLOSURES

TDA has provided Exhibit C: Questionnaire/Consultant's Qualifications Statement and Exhibit D: Disclosure Questionnaire as an attachment to this proposal. TDA has a relationship with MSWD as TDA maintains an existing On-Call Professional Environmental Consulting Services Contract with MSWD, and hopes to continue this business relationship for the District's Environmental Consulting needs. No specific personal relationships with MSWD staff or Board Members exist.

This proposal is valid for 120 days from the proposal closure period ending on April 4, 2023.



<p>ATTACHMENT</p> <p>TOM DODSON & ASSOCIATES RESUMES</p>
--

EDUCATION

M.A., Geography, University of California at Berkeley, 1973; B.A., Geography, University of California at Berkeley, 1968

SUMMARY OF EXPERIENCE

Tom Dodson is the President of Tom Dodson and Associates since its incorporation. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state, and local level, and designs formal presentations to committees. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

As environmental consultant to the IEUA, TDA prepared the Program EIR for the Optimum Basin Management Program (OBMP), Peace II Subsequent EIRs, and 2017 Addendum, which evaluated the whole OBMP that is proposed to be implemented to manage Chino Basin groundwater. This EIR was prepared to meet court mandated deadlines and was certified in a timely manner by the IEUA. Furthermore, TDA is currently working with IEUA and the Chino Basin Watermaster to complete a comprehensive Subsequent EIR (SEIR) the Optimum Basin Management Program Update (OBMPU), which addresses potential Chino Basin water resource program activities and projects at a programmatic level over the next 30 years, with some site-specific detail where near-term future locations of facilities are known. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans (FMP), which examined the long-term implementation of wastewater, recycled water and organic waste management programs.

RELEVANT EXPERIENCE**San Bernardino County Local Agency Formation Commission**

Beginning in 1989 Tom Dodson & Associates became the sole environmental consultant for the San Bernardino County Local Agency Formation Commission (SBCLAFCO). For the past 15 years Tom Dodson has served as the individual overseeing and coordinating all environmental determinations for the SBCLAFCO. This has included review of all reorganizations, annexation, detachments, incorporations and other actions by the Commission. Over 400 CEQA determinations have been overseen by Tom Dodson on behalf of and in coordination with the SBCLAFCO staff. The vast majority of LAFCO projects have consisted of exemptions, but many negative declarations have been prepared and a few environmental impact reports have been coordinated on behalf of LAFCO. Tom Dodson is considered an expert on CEQA compliance for LAFCO projects and has made several presentations at CAL LAFCO annual meetings and on behalf of the SBCLAFCO.

**Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA)
(1992-Present)**

Environmental manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. Assisted the Air Force in completing its first and only air conformity determination for reuse of a closing military base. The analysis was used in presentations to the federal Environmental Protection Agency (EPA) to revise the Conformity Regulations to exclude transfers of military bases from conformity findings. TDA has been involved in every facet of base closure, working closely with the Air Force Base Closure Agency (AFBCA) at Norton and in Washington D.C. to complete the Final EIS and issue the Record of Decision. This

support effort includes endangered species management programs at the former Base and consultations with the State and Federal government under endangered species laws.

Negotiation of Stream Alteration Agreements and Section 404 Permits

Since 1988 Mr. Dodson has been involved in more than 20 projects that required acquisition of Stream Alteration Agreements from the State Department of Fish and Wildlife and Section 404 Permits from the U.S. Army Corps of Engineers. This includes several permits in Big Bear Valley, along the Santa Ana River and its tributaries, and southern California in general.

Burlington Northern Santa Fe Projects

Over the past 25 years Mr. Dodson has conducted the environmental assessments and provided regulatory consulting support for more than 20 projects with BNSF. This includes projects in San Diego, Orange, Los Angeles, and San Bernardino Counties and the Central Valley of California. Projects have ranged from track improvements to new facilities for maintenance of train equipment, two extensive double and triple tracking of existing rail corridors in the San Joaquin Valley and in Los Angeles (Hobart Yard to Fullerton). Detailed environmental documents (Categorical and Statutory Exemptions; Negative Declarations; and Program Environmental Impact Report) and regulatory consulting responsibilities (endangered species, regulatory permits for discharge of fill, and biological and cultural resources surveys). Documents have been prepared for individual cities, counties and for the California Department of Transportation Division of Rail and Mass Transit.

Southern California Regional Rail Authority (SCRRA) / Metrolink

Over the past ten years Tom Dodson has been the lead environmental consultant on a variety of SCRRA projects, including all of the Positive Train Control systems within the SCRRA service region. TDA has also worked closely with specific engineering firms to complete both CEQA and NEPA compliance for many projects for SCRRA/Metrolink project. Finally, Mr. Dodson has provided direct consulting and training with the SCRRA staff for NEPA and CEQA compliance.

City of San Bernardino, Various CEQA/NEPA Documents

Over the past four years, TDA has prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of City projects. These projects include: Orange Show Road Extension, involving two bridges, one over Twin Creek and the other over the Santa Ana River; the downtown movie theater sponsored by the City Economic Development Agency (EDA); installation of sewer lines along Cajon Boulevard for the City EDA; and most recently, several demolition projects, also initiated and carried out by the EDA. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.

Expert Witness Support for Litigation

Beginning in 1988, Tom Dodson began providing expert witness testimony. The first case involving expert witness testimony was an inverse condemnation suit that went before the federal court regarding a Corps of Engineer rejection of a permit in the City of Big Bear Lake. Beginning with extensive efforts in front of the Riverside Superior Court, Mr. Dodson provided expert witness testimony and guidance to the court for land use development within the City of Indian Wells. Mr. Dodson was qualified as a "land use expert" with the Fourth District Court of Appeals. For more than one year, Mr. Dodson was successful in serving as the land use expert for development within the City of Indian Wells. In 1993, Mr. Dodson testified in a case of inverse condemnation against a property in the City of Indian Wells where the City assigned a residential designation to a parcel of land that had previously been designated for commercial uses. The resolution of the case resulted in the property being valued for commercial, not residential uses, partially based on Mr. Dodson's testimony as a land use expert.

EDUCATION

B.A., English with Honors, University of California at Riverside, 2011
AEP Advanced CEQA Workshop, 2022

SUMMARY OF EXPERIENCE

Kaitlyn Dodson-Hamilton is an Environmental Specialist for Tom Dodson & Associates, an environmental consulting firm in San Bernardino, California. She has more than 10 years of experience in research and mapping for California Environmental Quality Act (CEQA), National Environmental Protection Agency (NEPA), and regulatory purposes at Tom Dodson & Associates. Ms. Dodson-Hamilton has more than 7 years of experience at TDA in environmental and resource management, with special expertise in CEQA compliance. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. She works in conjunction with Tom to work with clients, governmental agencies, and decision-makers to find solutions to complex problems. Mrs. Dodson-Hamilton has focused much of her career on CEQA compliance for water agencies, particularly those in the Inland Empire and throughout Southern California.

Ms. Dodson-Hamilton attends meetings and hearings for all reports for which she is the co-author. She has a broad understanding of all 21 topics outlined in Appendix G of the CEQA Guidelines, which range from Aesthetics, to Geology, to Utilities and Service Systems. Kaitlyn works directly with clients to problem solve and see a given project through to its completion.

RELEVANT EXPERIENCE**Inland Empire Utilities Agency (IEUA)**

TDA is one of the primary consultants for IEUA. Over the past 7+ years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA also assists IEUA with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. Kaitlyn has assisted Tom with several projects to comply with both the CEQA and NEPA for a variety of IEUA projects. TDA also assists IEUA with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. Project in which Kaitlyn has co-authored include: FMP Program EIR, Lower Day Basin Project, Fontana Water Company Recycled Water Improvement Project, and Pomona Intertie Project; all of which have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits. Additionally, and most recently, Kaitlyn, in conjunction with West Yost, has assisted the Chino Basin Watermaster, in conjunction with West Yost, with the Chino Basin Program EIR that was approved by the IEUA Board in May 2022.

Mission Springs Water District (MSWD)

TDA is the primary environmental consultant for MSWD. Over the past 7+ years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA also assists MSWD with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. TDA has continued consulting with MSWD and recently completed the West Valley Water Reclamation Program EIR, which was approved by the MSWD Board in 2019 with full support from their Board. Kaitlyn was the main author of this Program EIR with Tom overseeing the evolution of the Project. The certification of this EIR will allow/has allowed MSWD to construct a new wastewater treatment facility, along with a conveyance system that would connect existing sewer areas to the new facility as well as areas that are served by individual septic systems, which have contributed to water quality degradation within the Coachella Valley groundwater basin Garnet Hill Subbasin MZ4). More recently, TDA worked with MSWD on two IS/MNDs for MSWD, both were adopted in September of 2021. These projects enabled the District to develop a new 300,000-gallon reservoir, and install 30,000 lineal feet of sewer pipeline under its Groundwater Quality Protection Program (GQPP).

Inland Valley Development Agency (IVDA) / San Bernardino International Airport Authority (SBIAA)

TDA is the primary environmental consultant to the IVDA and SBIAA. Tom Dodson has been the Environmental Manager for the IVDA and SBIAA, providing environmental consulting support in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California for over 30 years. Kaitlyn has worked closely with both IVDA and SBIAA on several projects over the past 7+ years. Kaitlyn has, in conjunction with Tom, prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. These projects include: SBIAA Land Exchange Environmental Assessment, SBIAA Unical Addendum, IVDA (in conjunction with the City of Highland and the San Manuel Band of Mission Indians) 3rd Street / 5th Street Roadway Improvements Project, and most recently, Kaitlyn worked closely with SBIAA on the Eastgate Building I Environmental Impact Report, which was approved by the Board in October of 2018. Kaitlyn also works closely with SBIAA to compile their Hazardous Waste Manifests to ensure SBIAA pays the appropriate fees to the Department of Toxic Substances Control. Currently, Tom and Kaitlyn are working with the IVDA, City of Highland, City of San Bernardino, San Manuel Band of Mission Indians, and East Valley Water District to prepare the Airport Gateway Specific Plan, which would create a buffer between the airport and residential land uses to the north, and with a goal of providing greater economic development in this area.

Phelan Piñon Hills Community Services District (PPHCSD)

TDA is the primary environmental consultant to PPHCSD since its inception in 2008. Over the past 7+ years, Kaitlyn has prepared, in partnership with Tom environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for many District projects. The District retained TDA's services for the Chromium 6 (CR-6) Blending Plan Project. The District proposed the installation of several miles of new pipeline; several new reservoirs; a new booster pump station; inclusion of three wells into the District's service area with the purpose of blending low chromium content wells with water from high chromium content wells to result in a supply of water that will be below the CR+6 MCL. TDA compiled an IS/MND for this effort, which was adopted by the District Board in October 2016. The documentation in the Initial Study was compiled to meet CEQA and NEPA requirements. TDA assisted a private developer under the District's supervision as Lead Agency to enable the development of a fully permitted compost manufacturing facility within the District's service area to meet the State's green waste regulations. The IS/MND was adopted in August of 2019. Most recently, in 2022, TDA compiled an IS/MND for the Wells No. 15 and 16 Development Project, enabling the development of two new wells to meet demand within the District's service area. The IS/MND was adopted by the District Board in May of 2022.

Various Water and Wastewater Agency Projects

TDA has worked on CEQA Projects to completion ranging from Categorical Exemptions to Initial Studies and in minimal cases, Environmental Impact Reports including, but not limited to the following water agencies, wastewater agencies, watermasters, districts, and private water companies:

- Monte Vista Water Company
- Elsinore Valley Water District
- Eastern Municipal Water District
- Chino Basin Watermaster
- San Antonio Water Company
- San Gabriel Valley Water Company and Fontana Water Company
- East Valley Water District
- East Orange County Water District
- Big Bear Community Service District
- Big Bear Area Regional Wastewater Agency
- Big Bear Lake Department of Water and Power

AVAILABILITY TO PERFORM TASK ORDERS 100% availability

FEE RATE SCHEDULES FOR ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES: ENVIRONMENTAL CONSULTING

Submitted to:



Submitted by:

Tom Dodson & Associates
P.O. Box 2307
San Bernardino, California 92406
(909) 882-3612

In association with

ALL4, Inc.
CRM TECH
FORMA
HDR, Inc.
JLC Engineering
LOR Geotechnical, Inc.
Mojave Archaeological Consulting
Natelson Dale Group
Urban Crossroads

Updated June 20, 2024

FEE RATE SCHEDULE

Tom Dodson & Associates (TDA)

Labor: Time spent on behalf of a client will be charged as follows:

Environmental Specialist I (Tom Dodson)	\$170 / hour
Environmental Specialist II (Kaitlyn Dodson-Hamilton)	\$120 / hour
Environmental Specialist III	\$90 / hour
Environmental Specialist IV	\$65 / hour
Biologist III / Monitor	\$70 / hour
Admin / WP / Graphics (Christine Camacho)	\$60 / hour
Legal Expert Witness (Tom/Kaitlyn)	\$250 / hour

The above reflects hourly rates that shall remain in place with no changes proposed during the first two years of the Master Contract. Rates may increase by \$10 per hour for each of the above roles under TDA's umbrella for the duration of the contract.

Other Direct Costs: All other direct costs (travel, supplies, printing, etc.) may be charged at actual cost. There will be no mark-up on ODCs. Mileage will be billed at the Internal Revenue Service (IRS) standard mileage rate for business travel. For 2024, this rate is \$0.67 per mile. Subcontractors will be billed at cost.

Subconsultants

The Project Team that TDA has put together is extensive, and fee rate schedules for each firm are provided below in alphabetical order by firm.

❖ ALL4

Labor: Personnel time and labor is billed on an actual time basis in quarter hour increments.

Technical Director	\$260 - \$290
Directing Consultant	\$275 - \$290
Senior Technical Manager	\$235 - \$260
Senior Managing Consultant	\$220 - \$275
Technical Manager	\$205 - \$235
Managing Consultant	\$205 - \$245
Consulting Engineer/Scientist	\$185 - \$205
Project Engineer/Scientist	\$170 - \$180
Staff Engineer/Scientist	\$160 - \$175
Lead Implementation Consultant	\$260 - \$290
Senior Implementation Consultant	\$220 - \$235
Implementation Consultant	\$185 - \$205
Associate Implementation	\$170 - \$170
Consultant Administrative	\$100 - \$165

Reimbursable Expenses

Mileage is billed at the federal rate

Project external expenses are billed at cost

Sub consultant is billed at cost plus 10%

* ALL4 DOES NOT charge separately for internal expenses such as computer use, phone use, cellular phone use, etc. All charges are as represented in our billing rates.

** Mileage based on the current federal reimbursement rate at the time services provided.

*** For Expert Testimony/Litigation Support, ALL4 personnel working on that project will be charged at that employee's applicable billing rate multiplied by 1.5.

❖ **CRM TECH**

Labor: Time spent on behalf of a client will be charged as follows:

Principal Investigator (Bai Tom Tang/Michael Hogan)	\$150 / hour
Project Director/Project Manager (Bai Tom Tang/Michael Hogan)	\$150 / hour
Principal Archaeologist (Michael Hogan)	\$145 / hour
Principal Historian/Architectural Historian (Bai Tom Tang/ Terri Jacqueman)	\$145 / hour
Principal Paleontologist/Geologist (Dan Ballaster)	\$145 / hour
Ethnographer/Ethnohistorian	\$125 / hour
Laboratory Analyst	\$125 / hour
Field Director	\$125 / hour
Historian/Architectural Historian II	\$125 / hour
Report/Site Record Writer	\$125 / hour
Project Archaeologist/Paleontologist (Crew Chief)	\$110 / hour
Archaeology/Paleontology Monitor	\$100 / hour
Field Crew Person	\$95 / hour
Laboratory Technician	\$90 / hour
Report Technician	\$90 / hour
Office Technician	\$90 / hour

Other Direct Costs: Information Centers charge \$150.00 per hour plus copies for records searches, which would be billed as a reimbursable expense. Special studies conducted by outside laboratories will be billed at their cost plus 15%. Note that these rates normally include expenses such as copies, printing, administration fees, and mileage, unless otherwise noted for particular projects. Per diem will be added when it is a long distance to the project area and/or overnight stays are needed. – These rates are anticipated to be applicable for the duration of the contract.

❖ **FORMA**

Labor: Time spent on behalf of a client will be charged as follows. Rates are subject to adjustment:

Senior Director (Gene Hsieh)	\$165 - \$220 / hour
Director	\$155 - \$165 / hour
Sr. Planner/Sr. Designer/Sr. Landscape Architect/ Sr. Project Manager	\$120 - \$155 / hour
Senior GIS Technician/Simulation Designer/ Planner/Designer	\$100 - \$145 / hour
Landscape Architect/Project Manager	\$85 - \$110 / hour
Studio Staff	\$80 - \$95 / hour

Other Direct Costs: Data Storage Fee \$250*: Upon contract completion of project, data and electronic files will be maintained for a period of one (1) year.* Consultant bears no responsibility for the deterioration of data or electronic media which can deteriorate with the passage of time.* Clients requiring storage of data or electronic files for a period beyond the above specified time will be charged a fee of \$250.00 per year for one-half (1/2) gigabyte of Archived Media.

Data Retrieval Fee (after 30 days of completion) \$100/product. Client requests of reprinting/plotting of completed project data and electronic files will be charged a retrieval fee of \$100.00 plus printing costs per final product. Consultant does not warrant the ability to retrieve data or electronic files beyond the above stated period of one (1) year unless Client has entered into an agreement with Consultant for data storage.

Miscellaneous sublet expenses are in addition to hourly consultation and include items such as base maps, photomylars, photographic, blueprinting, report, or document reproduction, and special items specifically purchased for this project. These will include the following Reimbursable Expenses listed below:

1. Out-of-pocket expenses (travel, telephone, messenger services, lodging, meals, etc.): cost, plus fifteen (15%) percent. Per Diem charge for subsistence may be negotiated in lieu of expenses for daily lodging and meals.
2. Subcontractors: cost, plus fifteen (15%) percent.
3. Blueprint, reproduction and photographic services: cost, plus fifteen (15%) percent handling. Reproduction orders over \$500.00 shall be C.O.D.
4. Passenger cars - IRS Prevailing Rate: Fifty-eight cents (\$0.575) per mile and parking fees when applicable.
5. Photocopies: Ten (\$0.10) cents per page.

– These rates are anticipated to be applicable for the duration of the contract.

❖ **HDR, Inc.**

Labor: Time spent on behalf of a client will be charged as follows:

Senior Environmental Lead / SME Regulatory Permitting	\$350.50 - \$375.00
Senior Technical Manager	\$155.00 - \$220.00
Biologist II	\$165.59 -- \$175.00
Biologist I	\$73.00 -- \$127.00
Cultural Analyst	\$125.00 - \$175.00
Senior Planner	\$162.00 - \$267.00
GIS	\$157.00 - \$216.00

Other Direct Costs: All other direct costs including travel, printing, mileage are charged at actual cost. Mileage will be billed at the current IRS mileage rates, which is currently \$0.67 per mile.

❖ **JLC Engineering**

Labor: Time spent on behalf of a client will be charged as follows:

General

President / Principal (Joe Castaneda, P.E., 1999 Registered Civil Engineer CA/C59835)	\$195.00
General Administration / Clerical	\$ 90.00

Civil

Project Manager	\$175.00
Project Engineer	\$140.00
Design Engineer / Designer	\$120.00
CADD Designer	\$ 95.00
Senior CADD Drafter	\$ 90.00
CADD Drafter	\$ 85.00

Construction Management

Resident Engineer	\$150.00
Assistant Resident Engineer	\$130.00
Field Inspector	\$ 85.00

Survey

Three Person Survey Crew/GPS Crew	\$295.00
Two Person Survey Crew / GPS Crew	\$250.00
One Person Survey / GPS Crew	\$200.00
Senior Project Manager / Project Manager	\$135.00
Survey Analyst	\$115.00
GIS Specialist	\$110.00
Litigation Consultant / Expert Witness	\$450.00
Courier Services	\$ 65.00

Other Direct Costs: The following expenses will be billed at cost plus 12%:

- (1) Reproduction Services: Includes blueprinting, copying, printing and plotting.
- (2) Rental Equipment and Fees: Any equipment rental and any fees advanced by our firm including plan check and filing fees.
- (3) Commercial Delivery Services: Including Express Mail, Federal Express, UPS, and independent courier services.
- (4) In-House Pick-Up and Delivery Services: These services provided by our firm will be reimbursed at \$55.00 per hour. In addition, mileage will be billed at the current IRS mileage rates, which is currently \$0.67 per mile with no markup.
- (5) Travel Expenses: Mileage will be billed at the current IRS mileage rates, which is currently \$0.67 per mile with no mark-up.
- (6) Per Diem: Per diem for overnight stays will be billed at \$150.00 per day, per man.

❖ **LOR Geotechnical Group, Inc**

Labor: Time spent on behalf of a client will be charged as follows:

Principal Engineer (John Leuer)	\$330 / hour
Project Engineer/Geologist	\$180 / hour
Staff Engineer/Geologist	\$155 / hour
Soil Technician/Deputy Inspector (Field/Laboratory) *	\$115 / hour
Soil Technician/Deputy Inspector (Prevailing Wage) *	\$145 / hour
Soil Technician/Deputy Inspector (CBA)	\$155 / hour
Traffic Control (Prevailing Wage) *	\$135 / hour
Drafting	\$105 / hour
Clerical	\$90 / hour

* 10 percent field supervision and equipment/vehicle charge will be added to all field services.

** Rate based on current State determined prevailing wage rates as of the date of this document. Adjustments to our rates may be necessary based on the actual State determined prevailing wage rates at the time of our work.

Other Direct Costs: LOR Geotechnical Group, Inc. has a fee schedule for all lab testing. LOR Geotechnical Group, Inc. charges for these services by the unit at a fixed cost. Outside services performed by others and direct costs expended on the client's behalf are charged at cost, plus 20 percent. These expenses include rental of drill rigs, bulldozers, backhoes, travel and subsistence, permits, reproduction costs, etc.

❖ **Mojave Archaeological Consulting**

Labor: Time spent on behalf of a client will be charged as follows:

Principal (Michelle Hart)	\$95 / hour
---------------------------	-------------

The above reflects hourly rates that shall remain in place with no changes proposed during the first two years of the Master Contract. Rates may increase by \$5 per hour for the above role for the duration of the contract.

Other Direct Costs: All other direct costs (travel, supplies, printing, etc.) may be charged at actual cost. There will be no mark-up on ODCs. Mileage will be billed at the Internal Revenue Service (IRS) standard mileage rate for business travel. For 2027, this rate is \$0.67 per mile. Subcontractors will be billed at cost. – These rates are anticipated to be applicable for the duration of the contract.

❖ **Natelson Dale Group**

Labor: Time spent on behalf of a client will be charged as follows:

Principals (Roger Dale)	\$285 / hour
Senior Associates (Alan Levenson)	\$230 / hour
Research Associates	\$15 / hour

Other Direct Costs: In addition to professional fees, the following types of reimbursable expenses are billed as incurred without mark-up: Data acquisition; Photocopies; and Printing of final reports. Mileage will be billed at \$0.67 per mile. Telephone, fax, postage and Federal Express expenses are absorbed by TNDG and not charged to the client.

❖ **Urban Crossroads**

Labor: Time spent on behalf of a client will be charged as follows:

Principal (Aric Evatt, Bill Lawson, Haseeb Qureshi, Charlene So)	\$225 - \$325 / hour
Senior Associate (Alex So)	\$175 - \$260 / hour
Associate	\$150 - \$220 / hour
Senior Analyst	\$120 - \$180 / hour
Analyst	\$90 - \$160 / hour
Assistant Analyst	\$80 - \$130 / hour
Administrative Support	\$75 - \$125 / hour

Other Direct Costs:

- (1) Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Monthly billing statements are due within thirty (30) days of receipt.

EXHIBIT C

Term, Early Termination & Notice

On-Call Professional General Engineering Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and Tom Dodson and Associates for On-Call Professional General Engineering Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon thirty (30) days' written notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Tom Dodson and Associates.

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONTRACTOR

Attn: Tom Dodson
Tom Dodson and Associates
PO Box 2307
San Bernardino, CA 92406