



SPECIAL NOTICE REGARDING CORONAVIRUS DISEASE 2019 (COVID-19) AND PARTICIPATION IN PUBLIC MEETINGS

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

BOARD OF DIRECTORS WORKSHOP - POLICY THURSDAY, SEPTEMBER 8, 2022 – 2:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the September 8, 2022, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

Dial-in Info: (877) 853 5247 US Toll-free

Meeting ID: 831 7559 3663

PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/83175593663>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Wednesday, September 7, 2022. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

BOARD OF DIRECTORS WORKSHOP - POLICY

AGENDA

2:00 PM Thursday, September 8, 2022

CALL TO ORDER

Chairperson: Director Botello

Vice-Chair: Director Kielhold

1) INTRODUCTIONS

2) PUBLIC COMMENT

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

3) SUMMARY OF PREVIOUS MEETING

3.1 Board of Directors Workshop - Policy - August 11, 2022 (Page 3)
[Summary Notes BOD Workshop - Policy 081122](#)

4) DISCUSSION ITEMS

4.1 Discuss Board Participation on California Special District Association Committees and Feedback Teams (Page 9)

[Staff Memo- Discuss Board Participation on California Special District Association Committees and Feedback Teams](#)
[CSDA Committees Overview](#)

4.2 Consider Funding the Development of a Master Plan for the Louis Robidoux Parkland & Pecan Grove (Page 14)

[Staff Memo - Consider Funding the Development of a Master Plan for the Louis Robidoux Parkland & Pecan Grove](#)
[CEDG Proposal](#)
[SWCA-Lindsay Teunis](#)

SBVMWD - IERCD Cooperative Agreement

- 4.3 Consider a Cooperative Agreement with Riverside County Park & Open Space District for Fiscal Years 2022 - 2024(Page 106)
Staff Memo - Consider a Cooperative Agreement with Riverside County Park & Open Space District for Fiscal Years 2022 - 2024
Map of Restoration and Mitigation Projects
2021 Encampment Locations
Photographs
Cooperative Agreement
- 4.4 Consider Award of Contracts for the SARER 1A Lining Rehabilitation Project(Page 120)
Staff Memo - Consider Award of Contracts for the SARER 1A Lining Rehabilitation Project
General Site Layout of the SARER Phase 1A Project
Bid Opening Report and Bid Summary
Borden Excavating Bid Package

REPORTS

State and Federal Legislative Update(Page 163)
Staff Memo - Report: State and Federal Legislative Update
State Legislative Tracking Report-August 2022
AB 2449 Teleconferencing-Coalition Support Letter
Federal Legislative Matrix- August 2022

5) FUTURE BUSINESS

6) ADJOURNMENT

PLEASE NOTE:

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at www.sbvmwd.com subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



DATE: September 8, 2022
TO: Board of Directors Workshop – Policy
FROM: Staff
SUBJECT: Summary of August 11, 2022, Board of Directors Workshop – Policy

The Policy Workshop convened on August 11, 2022. Director Botello chaired the meeting via video conference.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, and Director Longville, Director Harrison.

Directors Absent: None

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer / General Manager
Wen B. Huang, PE, MS – Deputy General Manager/Chief Engineer
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff / Clerk of the Board
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer
Bob Tincher, PE, MS – Deputy General Manager/Chief Water Resources Officer
Melissa Zoba, MBA, MPA – Chief Information Officer

Kristeen Farlow, MPA – Strategic Communications Manager
Anthony Flordelis – Business Systems Analyst
Adekunle Ojo, MPA – Water Resources Manager
Karen Resendez, MAOL – Human Resources / Risk Manager
Shavonne Turner, MPA – Water Conservation Program Manager

Members of the Public Present:

Chris Mann, Yucaipa Valley Water District
Melody McDonald, San Bernardino Valley Water Conservation District
John Longville, San Bernardino Valley Water Conservation District
Richard Babbe, PFM Asset Management
Devin Arciniega, San Bernardino Municipal Water Department
Geoff Cromwell, United States Geological Survey (USGS)
Wes Danskin, USGS
Haili Matsukawa, Water Systems Consulting (WSC)

Jeff Szytel, WSC
Nina Thoming, WSC
Noelle Collins, WSC
Ricky Franklin, WSC
Jessica McDermott

1. Introductions

Melody McDonald, San Bernardino Valley Water Conservation District

Chief Executive Officer / General Manager Heather Dyer introduced staff members present.

2. Public Comment

Chair Botello invited public comment. There was none.

3. Summary of Previous Meeting

The meeting notes from the July 14, 2022, Board of Directors Workshop - Policy were accepted with no corrections.

4.1 Quarterly Investment Portfolio Update from PFM Asset Management

Deputy General Manager / Chief Financial Officer Cindy Saks introduced the District's financial advisor Richard Babbe from PFM Asset Management who reviewed the quarterly investment portfolio activity. Mr. Babbe reported on inflation, unemployment trends, consumer sentiment, gross domestic product, interest rates, and the performance of the District's portfolio over the quarter.

Action Item(s): Receive and File

4.2 Consider the Fiscal Year 2022-2023 Cooperative Study Program with United States Geological Survey

Water Resources Manager Adekunle Ojo introduced this annual program with the United States Geological Survey (USGS). This fruitful partnership helps achieve greater

understanding of the watershed through typically long-term studies, he explained. The partnership aligns with four of the six strategies in the Strategic Plan, he noted.

Wes Danskin of the USGS pointed to the value of the water in the Bunker Hill Basin and noted that part of the team's responsibility is to produce the data to allow optimal management of the resource. The USGS program includes six tasks related to the Bunker Hill, Yucaipa, and Rialto subbasins, plus the Santa Ana River fish and habitat issues, and the larger Upper Santa Ana model, he explained and detailed the quality of the data.

In response to President Kielhold and Director Harrison, Mr. Danskin explained the water level monitoring data.

Geoff Cromwell of USGS further explained the monitoring program in the Yucaipa Basin and reported on the work to put together a numerical hydrological model of the entire hydrologic system from surface water and precipitation to the groundwater recharge, flow, and interactions with pumpage and natural behaviors of the hydrology. Water chemistry data has also been examined more in depth which allows a look at more localized changes that can help inform the groundwater system, he noted. A focus on current and future climate included installation of two climate stations to provide data to help the Yucaipa Basin prepare for the next Groundwater Sustainability Act (GSA) coming in the next five years and future management of the Basin. In response to Vice President Hayes, Mr. Cromwell further detailed the monitoring data.

Mr. Danskin pointed out the monitoring detects water quality changes with depth.

Mr. Cromwell explained the long-term study of the Rialto-Colton Basin with the purpose of documenting groundwater flow conditions. A structural analysis across the basin identified that some of the faults in the area could inhibit groundwater flow, he noted. The study also demonstrated that groundwater flow within the well changes with depth and documented how the flow transmits through the system. This work is complete, and reports have been published, he explained.

Mr. Cromwell described the biological work done closely with Valley District staff on the Santa Ana River related to where treated wastewater is put back into the system. The goal of a fish population viability analysis was to provide a tool to make management decisions for the habitat, and Task 5 was to make an annual survey of the particular fish species, he explained. Work is ongoing, he noted. Ms. Dyer emphasized this is the most scientifically defensible body of work that has ever been done on Santa Ana River native fishes. This type of high-quality science did not exist before Valley District and the HCP took the lead,

she explained. It is a huge leap forward in the science of the Santa Ana River, and the investment is something of which to be proud, she noted.

The native fishes are moving downstream, and the predator population is very high in the upper part of the current range, Ms. Dyer added. The District continues to monitor every year and to keep track of the population, as all of the impacts of the District's water supply projects are taking into account the native fish population.

Mr. Danskin noted that science has led decisions and said he appreciated the patience and funding of the Board. He explained the expansion of the program and studies, and modification of the Upper Santa Ana River Integrated Model.

Director Longville noted the scope of work for the next year is a good value and continues to deepen the work being done. She noted potential to expand work in the Upper Santa Ana River watershed and pointed to the Headwaters Partnership. The Partnership will look at developing a program of work for investments protecting the quality and quantity of the water supply from the mountains and the extent to which activities can lessen the effects of wildfire and post-fire flooding, Director Longville explained. She wondered whether there would be scientific merit in agreement between the experts to develop a hydrologic model in the upper watershed including installation of climate stations. Mr. Danskin noted the charge was always to look ahead and honor the public responsibility and the asset. He noted the desire to evaluate the entire watershed including all assets and identification of weak links for climate variability. He recommended future discussion on how USGS can help support proving the science for management questions.

Water Resources Manager Adekunle Ojo reminded the work is long-term in nature and different aspects are done each year. He noted the report does not mean that all tasks are complete. The focus for this fiscal year is optimal water management, addressing climate variability, and ensuring the structure in place can provide accurate and credible data both in water quantity and water quality. He reminded the Board that this is a cooperative agreement and noted that costs and percent shared will be similar to the previous year.

Action Item(s): The Board of Directors voted to forward the Fiscal Year 2022-23 Cooperative Study Program with USGS in the amount of \$543,449 to the next regular meeting of the Board by the following roll call vote:

There was no motion or second	APPROVED: 5-0
AYES:	Botello, Hayes, Longville, Harrison, Kielhold

NOES:	None
ABSTAIN:	None
ABSENT:	None

4.3 Discuss Strategic Communications and Engagement Plan: Branding & Logo

Chief Executive Officer / General Manager Heather Dyer reminded the Board about the brand revive effort. She detailed the process, reviewed elements of the Strategic Plan, and explained the brand experience.

Ms. Dyer presented mood boards and logo options and described next steps.

Vice President Hayes supported the use of a tagline and the word “regional” but said she did not like the options presented. She objected to the muted colors which did not indicate a dynamic and vibrant agency. In response to President Kielhold, Ms. Dyer explained the purpose of the mood boards. President Kielhold indicated he felt collaboration would look different.

Director Harrison indicated he did not like the use of “Valley District,” as there are other agencies similarly named, and suggested “Valley Regional.” He stated the colors, logos, and designs were a good start. They are a departure for the District and make a new statement. This is illustrative of the types of graphics to be used in publications, he noted, but said he was unsure about the icons. He noted the importance of “Established in 1954.”

Director Longville said she found the mood boards comforting, current, and modern, but pointed out that they do not convey that the District is “scientific” and “climate resilient.” Those need to be more direct, she noted. She favored the “Established in 1954” and use of a tagline. She agreed with Director Harrison about use of “Valley District,” and pointed out that the concepts are not representing the next generation or conveying the future.

Director Botello indicated he liked the “Established in 1954” and the suggestion about “Valley Regional.” The images and color palette work, he said.

President Kielhold questioned, and Ms. Dyer responded the icons would be used as they are currently in the Strategic Plan, in social media posts, or on informational pamphlets. Verbiage will convey specific concepts; these boards are intended to show colors and fonts to be used, she added, and requested additional feedback.

Vice President Hayes said she would like the colors to be more vibrant, advised the icons do not convey meaning, and supported inclusion of children. She also emphasized the connection to the State Water Project and the size of the agency.

In response to Director Longville, Ms. Dyer said there is sufficient funding remaining in the contract to continue the work.

Ms. Dyer recommended a separate workshop to discuss the District's common name and taglines and to bring back options for further consideration.

Action Item(s): The Board of Directors voted to move forward with the process by the following roll call vote:

There was no motion or second	APPROVED: 5-0
AYES:	Botello, Hayes, Longville, Harrison, Kielhold
NOES:	None
ABSTAIN:	None
ABSENT:	None

5. Future Business

None added.

6. Adjournment.

Chair Botello adjourned the meeting at 3:49 p.m.

Staff Recommendation

Receive and file.



DATE: September 8, 2022
TO: Board of Directors
FROM: Kristeen Farlow, Strategic Communications Manager
SUBJECT: Discuss Board Participation on California Special District Association Committees and Feedback Teams

Staff Recommendation

The Board of Directors is asked to discuss and provide input to staff about Board Member participation in the California Special Districts Association Committees and Expert Feedback Teams. Direct Staff to submit the Committee Interest Form on behalf of the District, as directed, by the deadline.

Summary

Each year the California Special Districts Association seeks interest from member districts for participation in their Committees and Expert Feedback Teams. Participation in the CSDA Committees and Teams adds value to the District by enabling our participation in statewide water and government issues where we can provide input and receive invaluable feedback.

Background

The California Special Districts Association has a number of Committees and Expert Feedback Teams that enable member districts to get involved in the work of the Association. Committees are seeking dedicated people to provide expertise in directing the activities and policies of

CSDA. Some travel to participate in the Committees may be required; CSDA does not reimburse for travel expenses. The Committees include:

- Audit: maintain and update internal controls;
- Elections & Bylaws: conduct annual elections and occasional bylaws reviews;
- Fiscal: oversee the financial direction of the organization
- Legislative*: develop CSDA's legislative agenda;
- Member Services: support member recruitment and retention efforts;
- Professional Development: provide direction for professional development events.

*If you are interested in serving on the Legislative Committee, you are asked to further define your interests in the following subcategories (rank your interests): Environment, Formation and Reorganization, Governance, Human Resources and Personnel, Legal, Public Works and Facilities, and Revenue.

Expert Feedback Teams provide input to CSDA advocacy staff on specific areas of public policy facing the districts. Team members engage via email and will not be required to travel. Teams include Environment, Governance, Legal, Revenue, Formation and Reorganization, Human Resources and Personnel, and Public Works and Facilities.

Participation on the Committees and Teams begins January 2023 and lasts one year. If you are interested in serving on a Committee or Team, Staff will complete the required form and submit it online. Staff may reach out to you for additional requested information on the form. Committee interest forms must be submitted by October 7, 2022.

District Strategic Plan Application

Participating on CSDA Committees and Feedback Teams aligns with the District's Strategic Plan through our value of being collaborative – working inclusively with others. It aligns with our strategies of building trust by being a collaborative and resourceful partner through effective communication and engagement; and being committed to effective governance through Board leadership development, which occurs through participation in these types of committees and teams.

Fiscal Impact

The fiscal impact of this item may include travel costs to meetings of the Committees or Teams at the CSDA Conference, CSDA Legislative Days, and other meetings, which typically are held at CSDA offices in Sacramento.

Attachment

CSDA Committees Overview



Committees



CSDA Committees

CSDA relies on the participation of our members in order to guide the association. Committee involvement is crucial to the success of activities and the development of CSDA policies. The talent and energy of the individuals who serve on CSDA's committees and to the issues that concern special districts in California are the critical components of CSDA's success.

Legislative Committee (space is limited):

Develops CSDA's legislative agenda; reviews, directs, and assists with legislative/public policy issues.

Commitment: Meets six to seven times annually. Committee members must additionally attend CSDA's Special Districts Legislative Days in Sacramento, CA and Annual Conference, and are also invited to the legislative planning session.

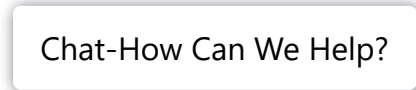
Working Groups: Each legislative committee member will be assigned to 1 or 2 working groups. Working groups include: environment, formation and reorganization, governance, human resources and personnel, public works and facilities, and revenue.



Link to Your Committee Here

If you have already been selected to serve on a CSDA Committee, you automatically have access to the group's community.

Just click the appropriate button below:



Professional Development Committee: Plans, organizes and directs the professional development and events for CSDA.

Commitment: Meets at least twice annually.

LEGISLATIVE
COMMITTEE

Member Services Committee: Responsible for recruitment of new members, member retention, development of new member benefits and review of current programs.

Commitment: Meets at least twice annually.

PROFESSIONAL
DEVELOPMENT
COMMITTEE

Audit Committee: Responsible for maintaining and updating internal controls. Provides guidance to auditors regarding possible audit and fraud risks.

Commitment: May meet with auditors prior to the commencement of the audit, when audit is completed and possibly one meeting during the auditing process. Financial experience preferred.

MEMBER
SERVICES
COMMITTEE

Elections & Bylaws Committee: Conducts annual elections and occasionally reviews bylaws upon request of the CSDA Board, members, or as needed.

Commitment: Minimum of one meeting annually.

AUDIT
COMMITTEE

ELECTIONS &
BYLAWS
COMMITTEE

Fiscal Committee: Oversees the financial direction of the organization including budget review and implementation.

Commitment: Meets at least three times annually. Financial experience preferred.

FISCAL
COMMITTEE

No time to be on a committee? View other ways to get involved with CSDA.





DATE: September 8, 2022

TO: Board of Directors' - Policy Workshop

FROM: Chris Jones, Preserve System Program Manager

SUBJECT: Consider Funding the Development of a Master Plan for the Louis Robidoux Parkland & Pecan Grove

Staff Recommendation

Consider the following items and direct Staff to place these items on a future Board of Directors Meeting agenda:

- Consulting Agreement with the Claremont Environmental Design Group (CEDG) for development of a Site-Wide Master Plan for the Louis Robidoux Parkland and Pecan Grove (LRPPG)
- Purchase Order for SWCA to collaborate on Master Plan process
- Cooperative Agreement with the Inland Empire Resource Conservation District (IERCD) to fund a Site-Wide Master Plan for the LRPPG

Summary

A request for proposals (RFP, Attachment 1) for qualified entities to develop a master plan for the 40-acre LRPPG site and an adjacent approximate 330 acres that includes Sunnyslope Creek and nearby unnamed watercourses, the Santa Ana River, and portions of the Santa Ana River's floodplain was released in March 2022. Four entities, with cost estimates ranging from \$58,000 to \$378,000, responded to the RFP. Staff from Valley District and the IERCD evaluated the proposals and have tentatively selected CEDG as the top candidate for award. CEDG was not the low bid, but they provided the lowest bid that fully addressed all requirements of the RFP (Attachment 2).

Based on prior key involvement, Valley District and IERCD felt it would be beneficial to the master planning effort to include Lindsay Teunis, now of SWCA, in the master planning team (Attachment 3). Lindsay was integral to facilitating successful public meetings on the LRPPG that focused on the development of concepts and vision, and the development of both of the

Consortium's applications to the Riverside County Regional Park and Open Space District (Park District) to manage the LRPPG.

The planning efforts proposed for the LRPPG will provide significant benefit to the Conservation Strategy of the Upper Santa Ana River Habitat Conservation Plan (HCP), which will permit approximately 80,000 acre-feet per year on average of local water supply through construction and implementation of multiple water infrastructure projects. Additional benefits will include public education and outreach on the HCP and the benefits it provides to people and the environment; work and storage space for field equipment for Valley District staff working on the tributaries mitigation areas; and a native plant nursery and seed storage facility to support HCP habitat restoration efforts.

The cost of the Master Planning effort is \$119,000, which encompasses \$94,000 for the Consulting Services Agreement with CEDG, and a not to exceed of \$25,000 to SWCA. The Cooperative Agreement with IERCD (Attachment 4) identifies that IERCD will contribute \$25,000 towards the development of the master plan. The cost for FY 2022-2023 is \$119,000 which is under the \$150,000 identified in the approved FY 22-23 General Fund Budget.

Background

Valley District is a member of the LRPPG Consortium along with the IERCD, Orange County Water District (OCWD), Sunshine Haven Wildlife Rehabilitation (Sunshine Haven), and Huerta Del Valle. The LRPPG Consortium was developed in response to a May 29, 2018, RFP released by the Park District to manage the LRPPG. The LRPPG Consortium entered into an agreement with the Park District in 2019 to manage the LRPPG. Unfortunately, the 46 Fire occurred on October 31, 2019, and severely damaged the site, including burning down the existing nature center. This event created a change in conditions as outlined in the original agreement between the Consortium and the Park District (a new center was needed), resulting in termination of the original agreement and circulation of a second RFP. As of late 2020, the Consortium was again approved to manage the LRPPG. The LRPPG Consortium's proposal included a plan to provide:

- Habitat improvement;
- A new education center;
- Design and facilitation of comprehensive education programming that would highlight tribal and historic uses of the property and the Santa Ana River;
- Demonstration areas focusing on sustainable agricultural practices;
- Restoration of existing nature trails; and
- Hosting of public outreach events.

Valley District's primary focus within the Consortium is the restoration of Sunnyslope Creek and associated habitats. The goal of these restoration effort is to improve habitat for native wildlife, along with storm water management benefits and water quality improvements that will be used as conservation for the HCP. Through coordination with the Park District and the Riverside County Flood Control and Water Conservation District (RCFC), and the award of a grant from the Wildlife Conservation Board (WCB), we have been able to expand the planning area for this project from the 40-acre LRPPG property to include Sunnyslope Creek and portions of the Santa Ana River and adjacent floodplain. This new planning area encompasses approximately 330 acres in total.

This master planning effort is focused on the 40-acre LRPPG site, but will also include considerations for the larger habitat restoration area (e.g. trail alignments, interpretive signage, resting spots along trails, and wildlife viewing locations) to ensure a logical connection between the restoration areas, the LRPPG, and Rancho Jurupa Regional Park, located north and east of the LRPPG. Planning for the restoration areas will be addressed in more detail through a separate Opportunities and Constraints Analysis. The RFP for the Opportunities and Constraints Analysis is currently in development and is expected to be advertised this fall.

District Strategic Plan Application

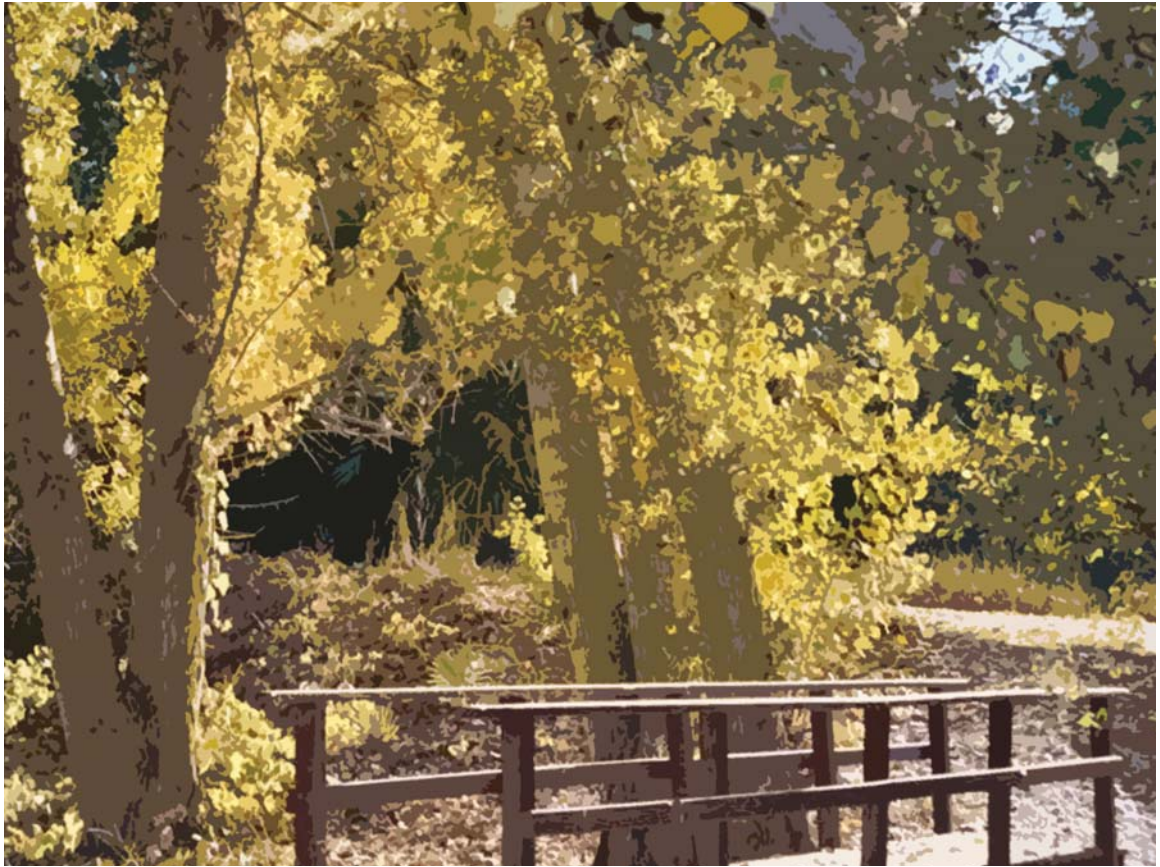
This item supports the District's Strategic Plan mission to provide a reliable and sustainable water supply: the Conservation Strategy of the HCP will permit approximately 80,000 acre-feet per year on average of recharge through construction and implementation of multiple water infrastructure projects. The LRPPG will also be a location where Valley District and the HCP partners can build trust and understanding in the community by providing a location and educational programming to communicate the purpose and benefits of the HCP.

Fiscal Impact

The total cost of the project proposal is \$119,000. Funds for these services were budgeted in the District's approved FY 22-23 General Fund Budget under line item 6780 Environmental/HCP Implementation. The IERCD will contribute \$25,000 of this amount and the WCB Riparian Grant is expected to provide an additional \$12,500. The remaining \$81,500 will be subject to the Valley District/HCP Partners cost sharing split, with Valley District contributing \$32,000 (40%) and the HCP Partners contributing \$48,900 (60%).

Attachments

- 1) CEDG Proposal
- 2) SWCA-Lindsay Teunis Proposal
- 3) SBVMWD-IERCD Cooperative Agreement



Response to Request for Proposals for

Master Plan for Louis Robidoux Parkland and Pecan Grove

Submitted By

Claremont Environmental Design Group (CEDG)

April 25, 2022

COVER LETTER

April 25, 2022

San Bernardino Valley Municipal Water District
380 E. Vanderbilt Way
San Bernardino, CA 92408

Attn: Chris Jones, Preserve System Project Manager

RE: RFP - Master Plan for Louis Robidoux Parkland and Pecan Grove

Mr. Jones,

Thank you for the invitation to submit our qualifications to provide Master Planning Services for the 40 acre Louis Robidoux Parkland and Pecan Grove. The Claremont Environmental Design Group, Inc. (CEDG) is uniquely qualified to provide the integrated services the San Bernardino Valley Municipal Water District and Louis Robidoux Parkland and Pecan Grove Consortium (Consortium) requires.

CEDG has been providing Site Specific Master Plans since 1982 and has the technical expertise in developing site specific master plans that require significant communication, coordination, and input from a multidisciplinary contingent of stakeholders including, but not limited to Consortium partners, Park District leadership, the Center for Indigenous Peoples Studies, members of the LRPPG community; and Federal, State, and local partners, among others.

CEDG has experience in the Master Planning, Design, Construction Documents and Construction Administration of projects that require expertise in Sustainable Master Planning for the Louis Robidoux Parkland and Pecan Grove including:

- highly functional, sustainable agriculture (including the mature Pecan Grove) and community gardens for production, education and demonstration.
- Sunnyslope Creek restoration (Santa Ana River Sucker aquatic habitat) habitat restoration (native grasses meadows, California sage scrub, native oak woodland the riparian plant community along Sunnyslope Creek.)
- community education and resident engagement
- preservation of the Grinding Rocks and education of the contributions of Indigenous peoples
- low carbon and resiliency

Our success with integrated Master Planning is due to our ability to analyze the site and its context (from watershed scale to site scale) ecosystematically through the processes of Ecosystematic Analysis and Regenerative Planning and Design pioneered by John

Tillman Lyle (acknowledged as one of the world's foremost authorities on environmental design and regenerative systems and founder of the Center for Regenerative Studies at Cal Poly, Pomona). This allows us to see the relationships between program elements and to develop a locational pattern that optimizes the relationships between these elements. This process is enhanced through the use GIS mapping.

This process of analysis and design recognizes the powerful linkages between agricultural, social and environmental systems which can only be truly sustainable when treated as an integrated whole.

CEDG has extensive experience from Site Specific, Sustainable Master Planning through Construction. On April 8, 2022, Mudtown Farms, a one-of-a-kind public urban agricultural park and training center on 2.5-acres at 2001 E. 103rd Street in the heart of Watts, celebrated its Grand Opening. The site will serve as a center for community health and wellness, addressing food security, positive health outcomes, and environmental stewardship. Mudtown Farms will provide education and demonstration of sustainable agriculture, environmental restoration, community education, and recreational programming that will activate MudTown Farms as a transformative community gathering space.

With the undeniable effects of Climate Change, CEDG recognizes the importance of minimizing the carbon footprint and integrating resilience into the Louis Robidoux Parkland and Pecan Grove Master Plan. This will go a long way to ensure the Park's long term success.

The Consortiums goals for the LRPPG are important and CEDG's team of highly qualified and experienced land planners, architects, landscape architects, engineers, and scientists will provide the expertise needed to address each issue fully. Through rigorous analysis and integrated design, the Master Plan will be optimized to achieve the Consortium's goal to provide the spaces and systems needed to support Consortium programs at the LRPPG. These spaces will beautifully and seamlessly support the education/ demonstration and other Goals for the Louis Robidoux Parkland and Pecan Grove. The Master Plan will also create the road map to increase the health of the Parks ecosystems while demonstrating and educating the public that human interaction integrated into native ecosystems provides a healthier and more beautiful setting from which to carry out their lives.

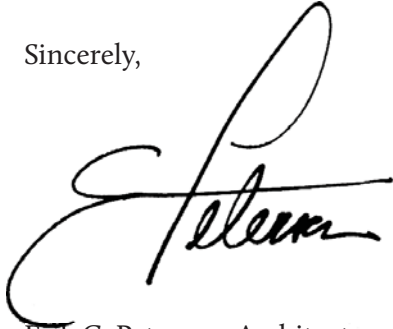
The community will see how the proper integration of human systems when properly designed and implemented including sustainable agriculture helps to increase the health of the local ecosystem, increase the water quality of Sunnyslope Creek that in turn increase the health of the aquatic ecosystems. Visitors will learn that healthy ecosystems in turn support human physical and mental health, reduce energy consumption, lower our carbon footprint and increase the resilience of both the human communities.

CEDG's proposal will demonstrate that the consortium's vision for the Louis Robidoux

Parkland and Pecan Grove aligns perfectly with CEDG's design philosophy, approach and work experience. We would be honored to work alongside the Consortium to create the master plan that fulfills your vision within the stated time frame.

We are pleased to present the following proposal, which addresses all the issues defined and required by the RFP. Please do not hesitate to call me at 909-973-7282 if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Peterson', written in a cursive style.

Erik G. Peterson, Architect
Principal, CEDG

Table of Contents

-	COVER LETTER	0
i.	PROJECT UNDERSTANDING	II
ii.	PROJECT APPROACH	17
iii.	ORGANIZATIONAL CHART	23
iv.	PROJECT SCHEDULE	27
v.	OTHER INFORMATION	33
vi.	FEE SCHEDULE	41
x.	APPENDIX	49

Evidence of Experience

Chino Basin Water Conservation Campus | Montclair, CA

Mudtown Farms | Los Angeles, CA

San Antonio Water Company Main Office and Yard Relocation Project | Upland, CA

Resumes for All Key Persons

Erik Peterson | Claremont Environmental Design Group, Inc.

Clifford Weng | Claremont Environmental Design Group, Inc.

Todd Bagley | Claremont Environmental Design Group, Inc.

Lee Krusa | Claremont Environmental Design Group, Inc.

Keith Gardner | Keefer Consulting

Jenney M. Hall | Sustainable Agriculture Consultant

i. PROJECT UNDERSTANDING

i. PROJECT UNDERSTANDING

Owned by the Riverside County Regional Park and Open-Space District, and located at 5370 Riverview Drive, Riverside, CA, 92509, the 40-acre Louis Robidoux Parkland and Pecan Grove Property was established to educate school children and adults to experience the Santa Ana River, its plants and wildlife.

Due to funding shortages, the Louis Robidoux Nature Center closed in 2017. Two years later, a consortium dedicated to the rehabilitation of the park came together knowing that their individual missions are linked and by working together can better demonstrate to the public the importance of each of their missions, how they are related and how they benefit the public. Consortium members include:

San Bernardino Valley Municipal Water District

ensuring a sustainable supply of clean groundwater while protecting natural resources for people and the environment

Inland Empire Resource Conservation District

provides programs that promote the understanding that the quality of the environment determines the quality of life

Orange County Water District

to provide reliable, high quality water supply in a cost-effective and environmentally responsible manner.

Huerta Del Valle

Community Gardens and Urban Farms providing fresh, local, and sustainably produced food.

Sunshine Haven Animal Rescue and Wildlife Rehabilitation

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT MISSION

To acquire, protect, develop, manage, and interpret for the inspiration, use, and enjoyment of all people, a well-balanced system of park related places of outstanding scenic, recreational, and historic importance.

The Master Plan and its programs must support the Mission of the County of Riverside Regional Park and Open Space District.

CONSORTIUM GOALS FOR THE LRPPG

- sustainable agriculture (including the mature Pecan Grove)
- Sunnyslope Creek restoration (Santa Ana River Sucker aquatic habitat) habitat restoration (native grasses meadows, California sage

scrub, native oak woodland the riparian plant community along Sunnyslope Creek.)

- community education and resident engagement
- wildlife rescue and rehabilitation
- preservation of the Grinding Rocks and education of the contributions of Indigenous peoples

GUIDING PRINCIPAL for the LRPPG

Informing the project goals above and associated specific areas of work, the guiding principle of LRPPG site uplift is the implementation of programming relevant and useful to surrounding communities.

MASTER PLAN SCOPE OF SERVICES

The research, data gathering, public outreach and consortium member interviews will provide the raw data needed to inform Consortium decisions on Programs to implement, their priorities and outcomes sought. This information and analysis will help the Consortium to determine the **a set of strategic actions** along with a timeline that will allow the Consortium to achieve its goals for the initial 25 years term, which began July 1st, 2020. This includes the remainder of the in-progress initial 5-year timeline.

The Master Plan will:

1. Identify priorities for the project site based on existing information and stakeholder input for the in-progress 5-year and subsequent 20-year time frames identified in the Original Site Proposal;
2. Document these priorities and use them to develop an updated site concept map;
3. Create a work plan, including anticipated schedule and budget consistent with the schedule described in Attachment A, for all elements of the Master Plan;
4. Develop an ESRI Story Map or similar medium to help document and present the results of the Master Plan, including site maps and other elements necessary for stakeholders to easily understand the plan, timeline, budget and implementation strategy.

CEDG'S WORK AT LRPPG within the initial Five Year Timeline

On Aug. 16, 2019, the IERCD invited CEDG to attend a public meeting at the LRPPG hosted by the Louis Robidoux Nature Consortium to become familiar with the Consortiums plans for the Park and to be introduced to the consortium members:

The public meeting was held to discuss the consortiums plans to restore and reopen the park for the public and recruit volunteers.

As part of the effort to revitalize the park and to ready it for visitors, CEDG was

then contracted to rehabilitate the Nature Center Building and Restrooms. On October 31, 2019, and within weeks of completion, the 46 Fire along the Santa Ana River, burned the Nature Center Building to the ground and destroyed much of the riparian zone along Sunnyslope Creek.

After the fire, the surviving Restroom building as well as the plumbing and electrical infrastructure were seriously vandalized. In an effort to curb the vandalism and to prepare the site for temporary trailers to be used for park administration, public education and other services, CEDG has begun the work to prep the site for a secure Caretaker Residence and work area. Fencing the Caretaker grounds and work area along with above ground infrastructure is the first step in reducing vandalism to allow for the reintroduction of park programs.

The caretaker area is scheduled to be completed in May allowing for the reconstruction of the Main Electrical Service, Water Main, and Park Restroom Building.

Once this work is complete, the stage will be set for temporary facilities that will allow for implementation of Master Plan programming to be completed within the first five-year timeline. This will allow the LRPPG to quickly bring programming on-line, while permanent facilities are being designed and constructed. As infrastructure will already be in place at the former Nature Center Building, that area would make a convenient and cost-effective area for the temporary facilities. Later it may serve as the location for a permanent Caretaker Cottage and Volunteer Work Staging Area.

Our work at the Park has exposed an issue that CEDG believes that the Consortium must address to ensure the success of the Park. That issue is homelessness as homelessness is the driving force of the vandalism that has costs tens of thousands of dollars in damage to the Park and has hindered efforts to restore Park infrastructure. It will also be an issue that residents will bring up as we reach out to the wider community and community stakeholder groups.

Addressing this issue will be vital for the success of the Park as it must be safe in order to attract families and other use groups. With the consent of the Consortium, CEDG will contact the Path of Life Ministries, a local non-profit that works with local government on homeless issues (or other appropriate group) as part of the community stakeholder outreach to learn how to work with this growing population.

Also, as the homeless population lives along the Santa Ana River and Sunnyslope Creek, efforts to increase water quality and restore the riparian ecosystem, will require addressing the homeless issue.

PROJECT ENRICHMENT

Beyond gaining an understanding of the Needs and Wants of the Consortium Partners, your idea to include the voices of Native Americans through the

Center for Indigenous Peoples Studies and the protection and health of the Pecan Grove through the **Inland Urban Forest Council** will only serve to strengthen the Park.

We should also be looking to gain insights from those who are working to restore the Santa Ana River as well as urban farming groups.

Input from these groups and others will inform and enrich the Needs and Wants Matrix.

To properly map ecologic function, which will inform the mapping for the Master Plan, CEDG recommends obtaining a topographic and boundary survey to accurately locate the following:

- All trees with 12” dia trunk at 60” above grade
- Existing structures, infrastructure, roads and paths
- Cahuilla Tribe Grinding Rock perimeter
- One foot contours
- Property boundaries
- Adjacent roads, Sunnyslope Creek to the Santa Ana River

The survey will provide an accurate base from which to produce required land analysis and iterative mapping process. **The survey will be usable in both AutoCad and ESRI ArcGIS programs.**

ii. PROJECT APPROACH

ii. PROJECT APPROACH

The Master Plan will:

1. Identify priorities for the project site based on existing information and stakeholder input for the in-progress 5-year and subsequent 20-year time frames identified in the Original Site Proposal;
2. Document these priorities and use them to develop an updated site concept map;
3. Create a work plan, including anticipated schedule and budget consistent with the schedule described in Attachment A, for all elements of the Master Plan;
4. Develop an ESRI Story Map or similar medium to help document and present the results of the Master Plan, including site maps and other elements necessary for stakeholders to easily understand the plan, timeline, budget and implementation strategy.

The approach to providing the above Site Specific Master Plan deliverables is vital to the long term success of the Louis Robidoux Parkland and Pecan Grove.

Claremont Environmental Design Group was founded in 1982 on the principles of Regenerative Planning and Design to increase the biological health of the local land and aquatic ecosystems and to integrate sustainable development in support of our clients. Regenerative Planning and Design is a tool to help integrate human constructions into local ecosystems for the benefit of all. It helps to restore the native ecosystems and hydrologic cycle, increases water quality and reduces or eliminates carbon footprint while providing beautiful and healthy spaces for people to live, work and Play. Regenerative Planning and Design will deeply supports Consortium Goals including education and demonstration as the entire park will be a functioning part of the ecosystem.

We liken the difference between Regenerative Planning and Design and typical planning and design to the contrast between a powerboat and sailboat – both are solutions to the problem of transportation over water, but a powerboat is disconnected from nature and destructive to its environment, while a sailboat works with the wind, waves and currents to be in harmony with its environment.

A sailboat provides the sailors a deep and visceral understanding of how to partner with the natural environment in common purpose. This partnership between nature and people is the potential of Regenerative Planning and Design.

CEDG approaches every project with a deep desire to understand the specific processes and opportunities of a site and to partner with our client to create Regenerative solutions to meet our client's needs that educate and enlighten the users of the project. There are two main components critical to this approach:

- A clear understanding of the needs and wants of the client and

- community, and
- Eco-Systematic Analysis – a rigorous process of research and diagraming to understand and clarify the natural and man-made systems that affect a site.

With these two components, Regenerative Design is possible. However, it will not become reality unless the design team has an appropriate understanding of their role in the process of discovery and planning. That role, we firmly believe, is one of collaboration and integration. This means that we approach a project, a site, a community and a consultant team with a desire to learn, be inclusive and to collaborate.

We consider the best Master Plan to be that which most fully realizes our client's vision and the site's potential – and we can only know that vision or potential when we genuinely listen, learn and have an open mind. We, as Land Planners, Architects and Landscape Architects, Engineers and Scientists certainly have valuable expertise and a tool-belt of powerful design strategies and techniques developed through years of education and experience.

However, our basic philosophy as a firm and as individuals is that these tools and expertise are in service of the client. This philosophy of service, integration and collaboration permeates our design process at every level, from the concrete to the abstract – from the client to the contractor and from nature to the neighborhood.

This philosophy will allow CEDG to function effectively in an integrated partnership consisting of the Consortium, Stakeholder Groups, and community. This partnership is particularly important in Regenerative Design requires the input of multiple disciplines in concert with owners and users to be successful.

Often, with standard master planning, building programming dominates, but with Regenerative Master Planning, it is understood that the site and the watershed must first be considered. Structures and other constructions are understood to be elements within a landscape and for them to function as part of the watershed, the function of the watershed must be understood first. Understanding watershed function will help to identify the position of the structures so that they may better serve the environmental function of the landscape.

Approaching the site first through Eco-Systematic Analysis allows us to properly prioritize and utilize the opportunities of the site and goals of the client and allows us to address a number of critical Regenerative Design principles within the initial master plan phase. These principles include:

- Understand the interconnectivity of a site with its surrounding landscape (including urban landscapes)
- Minimize areas of disturbance to natural systems and natural pathways.

- Integrate native plant communities and natural systems into planning process to restore damaged portions of the system in support of native biodiversity.
- Find the intersection of natural processes with client and community programmatic needs
- Develop a locational pattern that optimizes native, community and client needs
- The greater the understanding of each stakeholder group needs, the more complex the relationships allowing for the most resilient plan as each use supports the other uses
- Minimize resource consumption through well staged installation protocols
- Design for passive onsite stormwater management, capture and percolation
- Optimize onsite energy production potential
- Plan for optimal thermal comfort and sun exposure in outdoor and indoor spaces
- Plan eco-revelatory design elements to educate and enrich site visitors experience

By understanding the larger context of the site and interactions between elements, we can then determine appropriate technologies in support of sustainable strategies for both the buildings and landscape to function as an integrated whole.

CEDG will also plan for demonstration and educational experiences throughout the site. The application of the Regenerative Principles and selection of the appropriate sustainable technologies is a significant aspect of the collaborative and integrated design process.

Through experience, we have learned that a powerful tool to promote collaboration and partnership is our iterative mapping process. Iteration is the act of repeating a process with the aim of approaching a desired goal, target or result. The results of one iteration are used as the starting point for the next iteration. With a complex site specific master plan, we have found this approach yields the most appropriate solutions, is economically efficient, enhances participant ownership in the process and most accurately reflects the goals of the client in the final product.

With your input and comments, we would refine our initial maps, addressing any issues and enhancing opportunities. These conceptual maps are done quickly, and we can show you how highlighting different priorities or approaches will affect the physical expression of the plan. Through these sketches, we will better understand your priorities, you will better understand how those priorities affect the design, and the design will reflect your goals and develop in an appropriate direction. We will not move to the next step in the Master Planning process until you are happy with the solution at each point – in this way, we collaboratively refine the master plan and move the process forward efficiently. We take the same approach with our consultants and other experts,

bringing them into the process early and listening to their input so that the design solution is integrated and recognizes the opportunities and limitations of each of the different specialty fields. This is critically important when doing innovative work – the mainstay of our practice.

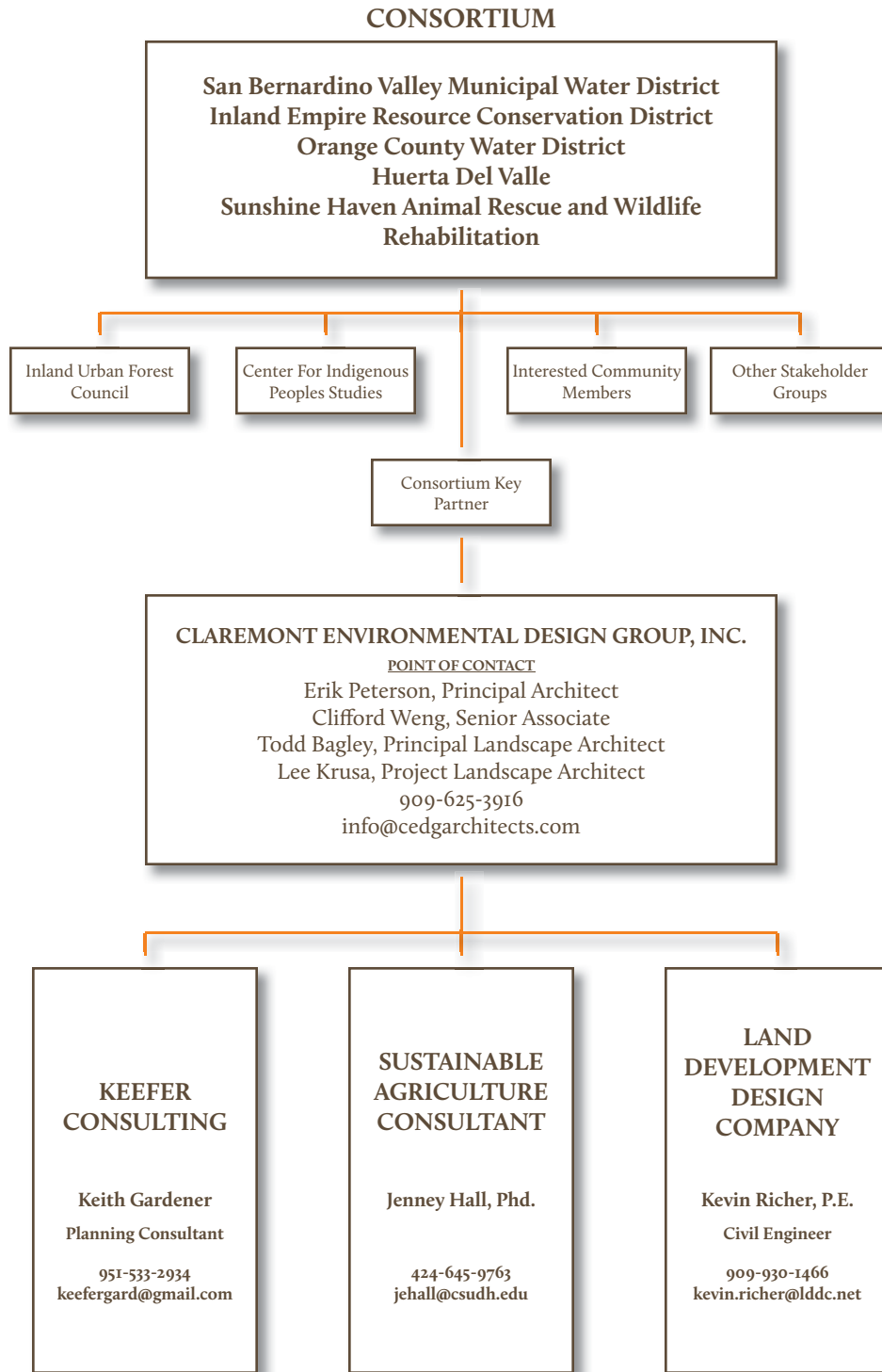
Innovation is the act or process of introducing new ideas or methods. Approaching land development from the standpoint of ecosystem health is innovative. The entire site demonstrates natural processes in support of human activities and vice versa. A recently completed built example of our thinking in this area is the Waterwise Community Center, Park and Demonstration Gardens that we master planned and designed in Montclair, CA. This project includes offices, classrooms, community room, exhibit hall, demonstration gardens, amphitheater and park. The site design mimics how water would move through a native landscape and the work it does along the way. It supports a native landscape scaled to teach visitors how to select natives for their own landscapes. It takes advantage of cool breezes to increase health and maintain comfort within the buildings. Effective daylighting reduces energy consumption. Power is provided by a large photovoltaic array which was designed and built to provide power during construction.

CEDG has estimated and documented the carbon used both during construction and during operations after project completion. We advocate and plan for low carbon or carbon-neutral, zero-net energy to help ameliorate the effects of climate change. The LRPPG project should be a beautiful example of the integration of structure and sustainable agriculture within a restored ecosystem.

CEDG's approach to Regenerative Design and our experience in the field is an ideal combination for the Site Specific Master Plan that the Consortium requires. Our philosophy of collaboration and integration will provide the most effective plan for your site. We know that a successful project does not stop with the last click of the mouse or the turnover of the keys, but is ultimately measured by the influence for positive change the project has on the surrounding community – both human and natural – and the satisfaction of those who use the buildings and site. It is measured by how well the project adapts and functions 10, 20 or 50 years in the future. It is measured by how the surrounding community is motivated to change their lives and surroundings to better reflect sustainable principles. We are committed to the rebirth of the Luis Robidoux Park and Pecan Grove.

iii. ORGANIZATIONAL CHART

iii. ORGANIZATIONAL CHART



iv. PROJECT SCHEDULE

iv. PROJECT SCHEDULE

MASTER PLAN REQUIREMENTS, DELIVERABLES AND SCHEDULE

CEDG shall participate in regular meetings with the Consortium to discuss project direction, strategies, review of project schedule, and overall progress of the project. CEDG shall be ready to lead these meetings and provide verbal updates along with other materials (draft plans, maps, notes, etc.) to support these updates. Regular meetings would be expected to occur on the order of every other week during the development of the Master Plan. CEDG shall disseminate notes following the meeting to all Consortium members to document progress. CEDG shall also be prepared to present to and participate in up to 5 board meetings for Consortium members and the Park District to present the final results of the Master Planning effort.

The Master Plan will:

1. Identify priorities for the project site based on existing information and stakeholder input for the in-progress 5-year and subsequent 20-year time frames identified in the Original Site Proposal;
2. Document these priorities and use them to develop an updated site concept map;
3. Create a work plan, including anticipated schedule and budget consistent with the schedule described in Attachment A, for all elements of the Master Plan;
4. Develop an ESRI Story Map or similar medium to help document and present the results of the Master Plan, including site maps and other elements necessary for stakeholders to easily understand the plan, timeline, budget and implementation strategy.

DELIVERABLES & SCHEDULE

Development of the Master Plan is anticipated to include the following tasks:

TASK MP-0.1: PROVIDE MASTER PLAN SCHEDULE

Deliverable: Master Plan Schedule

Milestone: Master Plan Schedule - Consortium Approval

Total number of weeks including Consortium review periods:	2 WEEKS
	(Week 2/46)

TASK MP-0.2: TOPOGRAPHIC AND BOUNDARY MAP

To be conducted and completed in four weeks concurrent with other TASKS)

TASK MP-1: REVIEW RELEVANT DOCUMENTS

Deliverable 1: Background Document Analysis
 Deliverable 2: Stakeholder Feedback Plan
 Milestone: Consortium Approval of Background Document Analysis & Stakeholder Feedback Plan

**Total number of weeks including Consortium review periods: 2 WEEKS
 (Week 4/46)**

TASK MP-2.1 : REVIEW AND ANALYZE WORK CURRENTLY UNDERWAY AT LRPPG

TASK MP-2.2 : CONDUCT COMMUNITY WORKSHOP

TASK MP-2.3 : VERIFY NEEDS AND WANTS OF CONSORTIUM PARTNERS AND PERIPHERAL PARTNERS

Deliverable: Needs and Wants Matrix incorporating interview and workshop data
 Milestone: Consortium Approval of Needs and Wants Matrix incorporating interview and workshop data

**Total number of weeks including Consortium review periods: 2 WEEKS
 (Week 6/46)**

TASK MP-3: FINALIZE NEEDS AND WANTS MATRIX

Deliverable: Final Needs and Wants Matrix
 Milestone: Consortium Approval of Final Needs and Wants Matrix

**Total number of weeks including Consortium review periods: 6 WEEKS
 (Week 12/46)**

TASK MP-4: SITE ANALYSIS AND MAPPING

Deliverable: Map Book containing Maps identified above produced in an ESRI Story Map
 Milestone: Consortium Approval of Map Book with Final Site Plan

**Total number of weeks including Consortium review periods: 8 WEEKS
 (Week 20/46)**

TASK MP-5.1: DRAFT: COMPREHENSIVE PARK MASTER PLAN

Deliverable: DRAFT COMPREHENSIVE MASTER PLAN

Total number of weeks including Consortium review periods: 12 WEEKS

(Week 32/46)

TASK MP-5.2: FINAL PRESENTATION: PARK MASTER PLAN

Deliverable: Final Presentation and Summary of Public Feedback
 Milestone: Consortium Approval of Final Presentation and Summary of Public Feedback

Total number of weeks including Consortium review periods: 8 WEEKS
 (Week 40/46)

TASK MP-5.3: FINAL COMPREHENSIVE: PARK MASTER PLAN

Deliverable: Final Comprehensive Master Plan
 Milestone: Consortium Approval of Final Comprehensive Master Plan

Total number of weeks including Consortium review periods: 6 WEEKS
 (Week 46/46)

TOTAL NUMBER OF WEEKS 46 WEEKS
 (including owner & gov. review periods)

NOTES

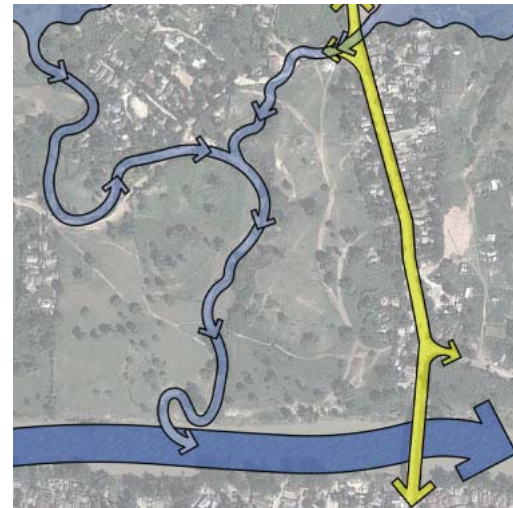
1. CEDG shall prepare and provide the materials needed to facilitate each meeting and distribute them to meeting participants in advance of the meetings.
2. The Consortium reserves the right to modify the schedule.
3. Raw Data: All data gathered shall be provided to the Consortium.
4. Photographs: All photographs taken during surveys shall be provided to the Consortium along with GPS points of where they were taken by the conclusion of the contract, unless otherwise coordinated and approved by the Consortium.
5. GIS Data: All final iterations of spatial data created to support figures or analysis shall be provided to the Consortium in formats compatible with ArcGIS in an edition no older than 10.6 by the conclusion of the contract, or as requested by the Consortium, unless otherwise coordinated and approved by the Consortium.

V. OTHER INFORMATION

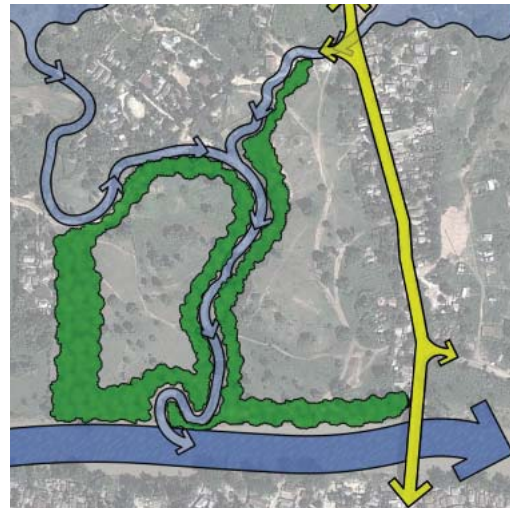
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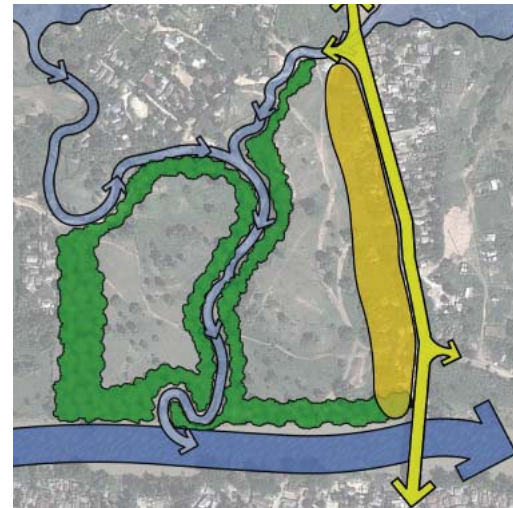
EXISTING DEFORESTED SITE



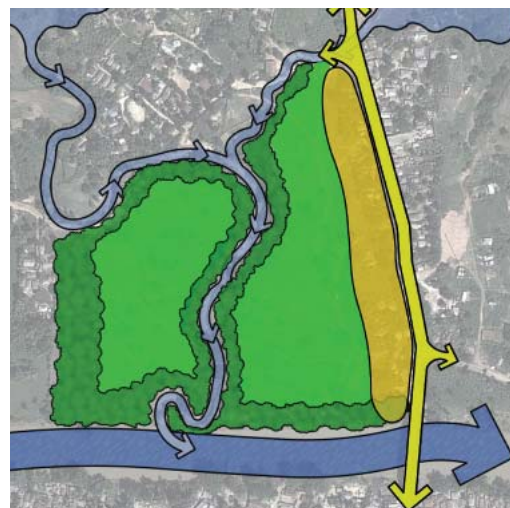
EXISTING WATER AND PEOPLE FLOW



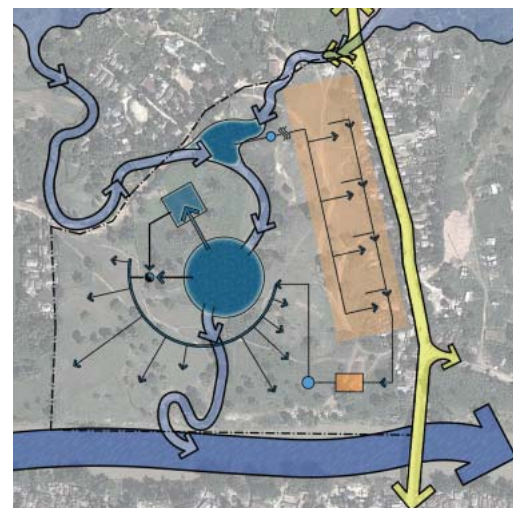
FOREST RESTORATION



ROAD BUFFER ZONE



PRIME AGRICULTURE

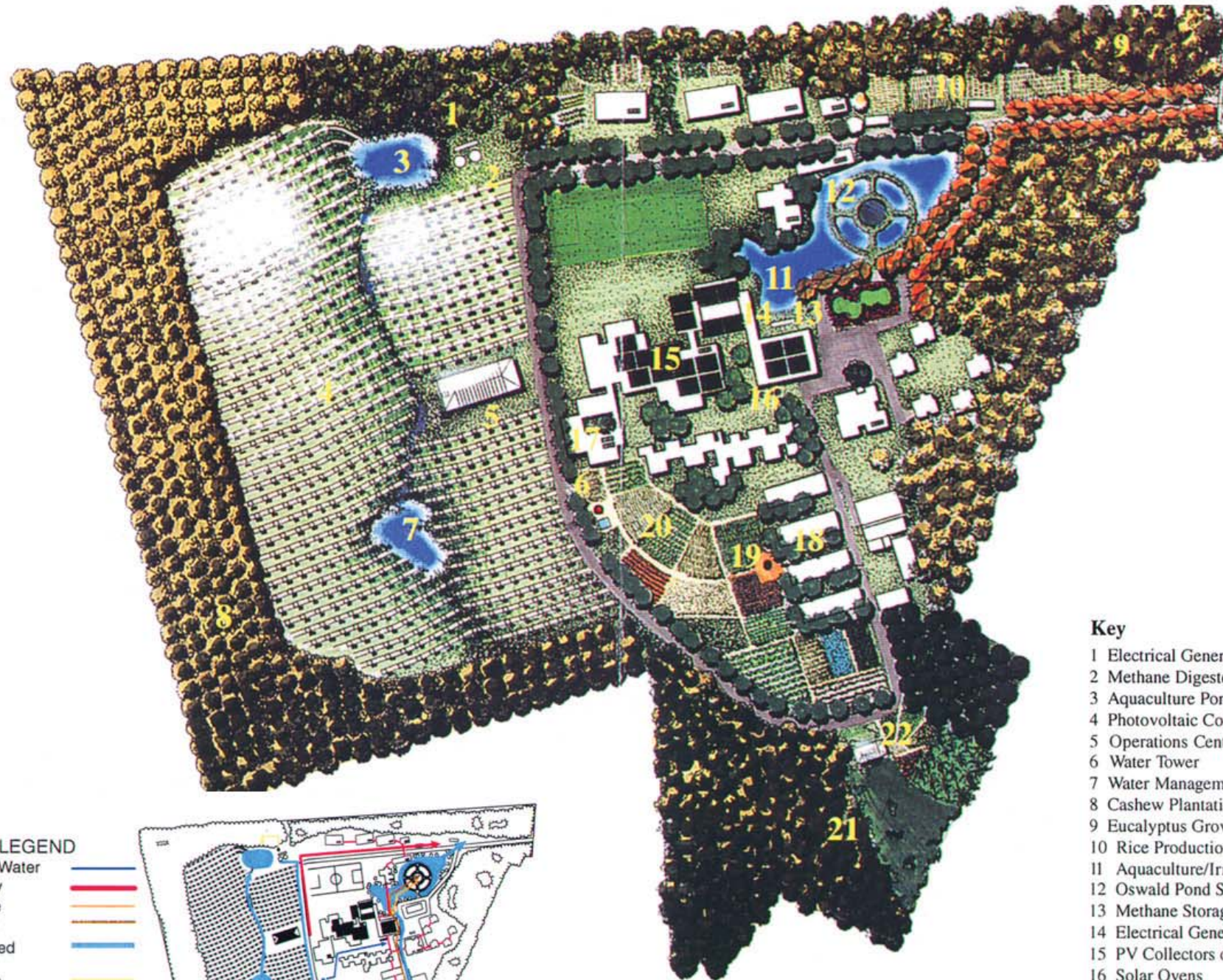


REGENERATIVE WATER PLAN



NEW SELF SUSTAINING MIXED USE DEVELOPMENT

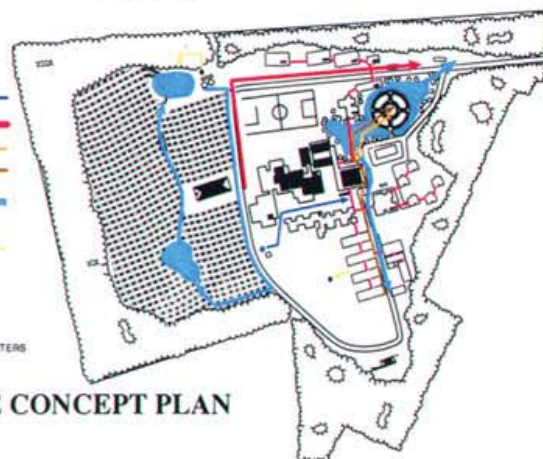
ORPHANAGE AT BIEN HO BIEN HO, VIETNAM



LEGEND
 Potable Water
 Electricity
 Methane
 Sewage
 Reclaimed Water
 Compost



INFRASTRUCTURE CONCEPT PLAN



Key

- 1 Electrical Generator
- 2 Methane Digester
- 3 Aquaculture Pond
- 4 Photovoltaic Collector Farm
- 5 Operations Center/Technical School
- 6 Water Tower
- 7 Water Management Pond with Aquaculture
- 8 Cashew Plantation
- 9 Eucalyptus Grove
- 10 Rice Production
- 11 Aquaculture/Irrigation Lagoon
- 12 Oswald Pond System
- 13 Methane Storage
- 14 Electrical Generator
- 15 PV Collectors on Roofs
- 16 Solar Ovens
- 17 Solar Hot Water Heaters
- 18 Chicken Farm
- 19 Compost
- 20 Permaculture
- 21 Forest Farming
- 22 Herb Garden



UNCOMMON GOOD HEADQUARTERS CLAREMONT, CALIFORNIA



- Net-zero carbon footprint for construction and operation by 2020, carbon negative after that
- Grant funded
- Implemented program for monitoring and calculation of energy and carbon usage
- Green roof
- Photovoltaic array
- Native landscaping
- Passive solar design
- Passive water collection and percolation
- Grey water system
- 60% better than T-24



vi. FEE SCHEDULE

vi. FEE SCHEDULE

Note: HOURS indicates billable man hours.
 WEEKS indicate calendar weeks which includes Consortium review time

The Master Plan will:

DELIVERABLES & SCHEDULE

Development of the Master Plan is anticipated to include the following tasks:

TASK MP-0.1: PROVIDE MASTER PLAN SCHEDULE

Completed Master Plan Schedule including:

1. Background document review:
 - Consortium Member Group meetings and interviews of key staff as determined by each group.
 - Community Stakeholder Group meetings
2. Broader Community Meetings:
 - The Initial Community Workshop
 - The First Draft Workshop
 - Final Presentation
3. Summary of Public Feedback
4. Complete Site Plan
5. Master Plan:
 - First Draft
 - Draft Final
 - Final Plan
6. Meet with Consortium Representatives to review schedule
7. Incorporate comments

Deliverable: Master Plan Schedule

Milestone: Master Plan Schedule - Consortium Approval

Subtotal number of hours and fees for Task MP-0.1:	40 Hours
	\$4,000.00

TASK MP-0.2: TOPOGRAPHIC AND BOUNDARY MAP

Topographic and Boundary Map including:

- All trees with 12”-diameter trunk at 60” above grade
- Existing structures, infrastructure, roads and paths

- Cahuilla Tribe Grinding Rock perimeter
- One foot contours
- Property boundaries
- Adjacent roads, Sunnyslope Creek to the Santa Ana River

Map will provide an accurate base from which to produce required Mapping
 Deliverable: Map to be usable in both AutoCad and ESRI ArcGIS

Fees for Task MP-o.2 Provided at Cost: \$16,000.00
 (estimated cost for proposal budget purposes)

TASK MP-1: REVIEW RELEVANT DOCUMENTS

Including but not limited to the RFP for Management of the LRPPG; Management Services Agreement between the Park District and IERCD; the Cooperative Agreement between HdV, IERCD, OCWD, and SBVMWD; and the LRPPG site video.

- Initial analysis of existing LRPPG materials and creation of plan for soliciting stakeholder feedback
- Meet with Consortium Representatives to review analysis of Background Documents & Stakeholder Feedback Plan
- Incorporate comments

Deliverable 1: Background Document Analysis
 Deliverable 2: Stakeholder Feedback Plan
 Milestone: Consortium Approval of Background Document Analysis & Stakeholder Feedback Plan

Subtotal number of hours and fees for Task MP-1: 40 Hours
\$4,000.00

TASK MP-2.1 : REVIEW AND ANALYZE WORK CURRENTLY UNDERWAY AT LRPPG

TASK MP-2.2 : CONDUCT COMMUNITY WORKSHOP

TASK MP-2.3 : VERIFY NEEDS AND WANTS OF CONSORTIUM PARTNERS AND PERIPHERAL PARTNERS

- Center for Indigenous Peoples Studies: representing Native American Interests
- Inland Urban Forest Council: regarding the Pecan Grove Management Plan
- Santa Ana River Restoration Consultant: (under separate program)
- Path of Life Ministries: (to provide information regarding the homeless population living along Sunnyslope Creek)
- Conduct interviews with each stakeholder group to establish an understanding of their Needs and Wants for the LRPPG
- Meet with Consortium Representatives to review and discuss the interview data

- Incorporate comments into the Needs and Wants Matrix

Deliverable: Needs and Wants Matrix incorporating interview and workshop data
 Milestone: Consortium Approval of Needs and Wants Matrix incorporating interview and workshop data

Subtotal number of hours and fees for Task MP-2:	120 Hours
	\$12,000.00

TASK MP-3: FINALIZE NEEDS AND WANTS MATRIX

Work with Consortium to:

- Prioritize Needs in terms of implementation timing and order
- Define Programs and Systems for meeting the Needs
- Define Responsible Partner for each program and budget (hard and soft costs)

Deliverable: Final Needs and Wants Matrix
 Milestone: Consortium Approval of Final Needs and Wants Matrix

Subtotal number of hours and fees for Task MP-3:	80 Hours
	\$8,000.00

TASK MP-4: SITE ANALYSIS AND MAPPING

Provide Site Plans:

1. Pre-development site plan identifying plant communities and boundaries
2. Current site plan identifying ecosystem health issues
3. Map analysis to determine optimum location of program physical elements identified in the Needs Matrix and their relationship to native plant communities and movement of water through the site.
4. Map identifying direct and indirect linkage to one or more components of the Original Site Proposal
5. Map identifying priority elements and strategies prioritize each element and identify the sequence with which it should be implemented relative to others
6. Year 3, 5, 10, 15 and 20 Maps identifying program elements implementation over time based on considerations including:
 - whether or not a given element or task is dependent on another task
 - implementation readiness
 - available funding.

Meet with Consortium Representatives to review and discuss mapping
 Incorporate comments into the Map Book

Deliverable: Map Book containing Maps identified above produced in an ESRI Story Map
 Milestone: Consortium Approval of Map Book with Final Site Plan

Subtotal number of hours and fees for Task MP-4: **180 Hours**
\$18,000.00

TASK MP-5.1: DRAFT: COMPREHENSIVE PARK MASTER PLAN

A guide for the LRPPG Consortium and its partners in the strategic implementation and development of the LRPPG. Include Adaptive management recommendations for in-progress five-year and subsequent twenty-year segments of site work. The final Plan should have Maps, timeline, matrix of prioritized actions and strategies, and recommended interaction with the Consortium and stakeholders, collectively designed to meet site obligations and goals, including built-in mechanisms for regular plan review and revisions.

Submission to Consortium for Review

Deliverable: DRAFT COMPREHENSIVE MASTER PLAN

Subtotal number of hours and fees for Task MP-5.1: **200 Hours**
\$20,000.00

TASK MP-5.2: FINAL PRESENTATION: PARK MASTER PLAN

Incorporate Consortium Review Comments
 Final Presentation
 Summary of Public Feedback

Deliverable: Final Presentation and Summary of Public Feedback
 Milestone: Consortium Approval of Final Presentation and Summary of Public Feedback

Subtotal number of hours and fees for Task MP-5.2: **80 Hours**
\$8,000.00

TASK MP-5.3: FINAL COMPREHENSIVE: PARK MASTER PLAN

Including but not limited to the RFP for Management of the LRPPG; Management Services Agreement between the Park District and IERCD; the Cooperative Agreement between HdV, IERCD, OCWD, and SBVMWD; and the LRPPG site video.

- Initial analysis of existing LRPPG materials and creation of plan for soliciting stakeholder feedback
- Meet with Consortium Representatives to review analysis of Background Documents & Stakeholder Feedback Plan

- Incorporate comments

Deliverable: Final Comprehensive Master Plan

Milestone: Consortium Approval of Final Comprehensive Master Plan

Subtotal number of hours and fees for Task MP-5.3:	40 Hours
	\$4,000.00

TOTAL NUMBER OF HOURS AND FEES	780 HOURS
	\$94,000

x. APPENDIX

Evidence of Experience

Project: Chino Basin Water Conservation Campus

Contact: Eunice Ulloa, Mayor
City of Chino
13220 Central Avenue, Chino, CA 91710
(909) 334-3250

Project: Mudtown Farms

Contact: Timothy Watkins, CEO
Watts Labor Community Action Committee
10950 S. Central Avenue, Los Angeles, CA 90059
(323) 563-5639

Project: San Antonio Water Company

Contact: Brian C. Lee, General Manager
San Antonio Water Company
139 North Euclid Avenue, Upland, CA 91786
(909) 982-4107

CHINO BASIN WATER CONSERVATION DISTRICT | Montclair, CA

Project Name: Water Conservation Campus
 Client: Chino Basin Water Conservation District
 (Special Government District)
 Location of Project: Montclair, CA
 Total Project Cost: \$7,500,000

- Maintenance Building, Yard and work areas
- Offices for 11 staff in the main building and for the Maintenance manager in the Maintenance building
- Board room doubles as professional education venue
- Lobby with exhibits
- Phased Construction
- Native and water wise landscape demonstration garden
- Signage and displays to educate the public
- Passive water collection and percolation – bioswales, bioretention, rain gardens, etc.

Project Background

The Chino Basin Water Conservation District (‘District’) is a Special Governmental District formed by the public in 1949 to protect the groundwater in the Chino Groundwater Basin. The District serves the public within its boundaries, which include the area from the San Bernardino County line on the West to approximately the 15 freeway on the East, and from the San Gabriel Mountains on the North to the Santa Ana River and Chino Hills on the South. The District operates 8 groundwater recharge basins and has their headquarters in Montclair, CA. Recently, the District began a program of public education to encourage the public and businesses to conserve water on their landscapes and to use best practices to protect water quality.

In order to better serve the public, the District undertook a full re-development and upgrade of their existing 6 acre site in Montclair. The District



hired CEDG to masterplan the site and provide construction documents and construction administration for the improvements. Based on the masterplan, the project proceeded in 3 phases. The design and construction of the improvements were accomplished over a 5 year period, with the grand opening of the final phase in the fall of 2013 and full buildout of the Demonstration Garden in 2014.

Project Description

Phase 1 – A 3 acre passive recreation park with a 1 mile decomposed granite walking path.

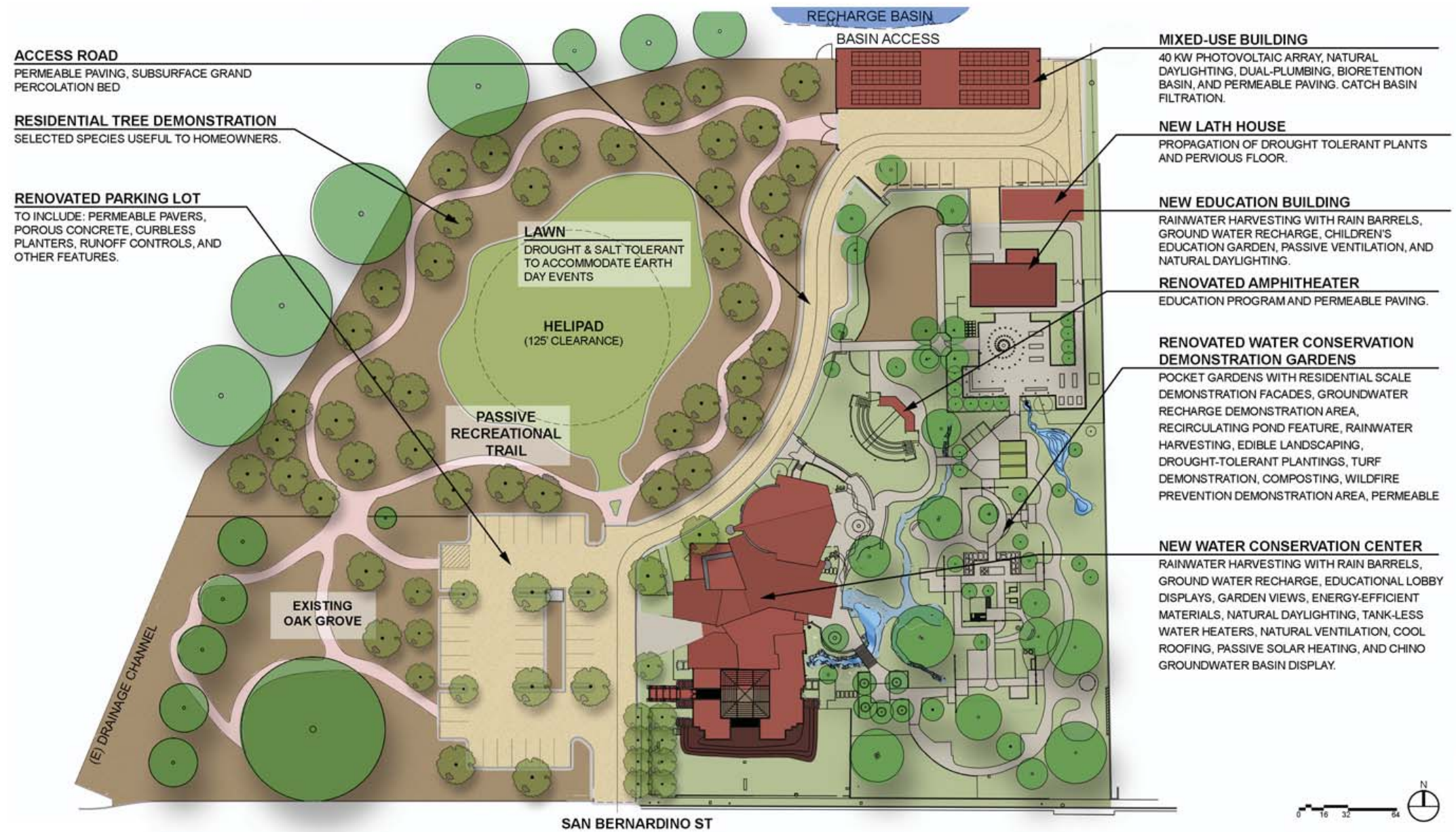
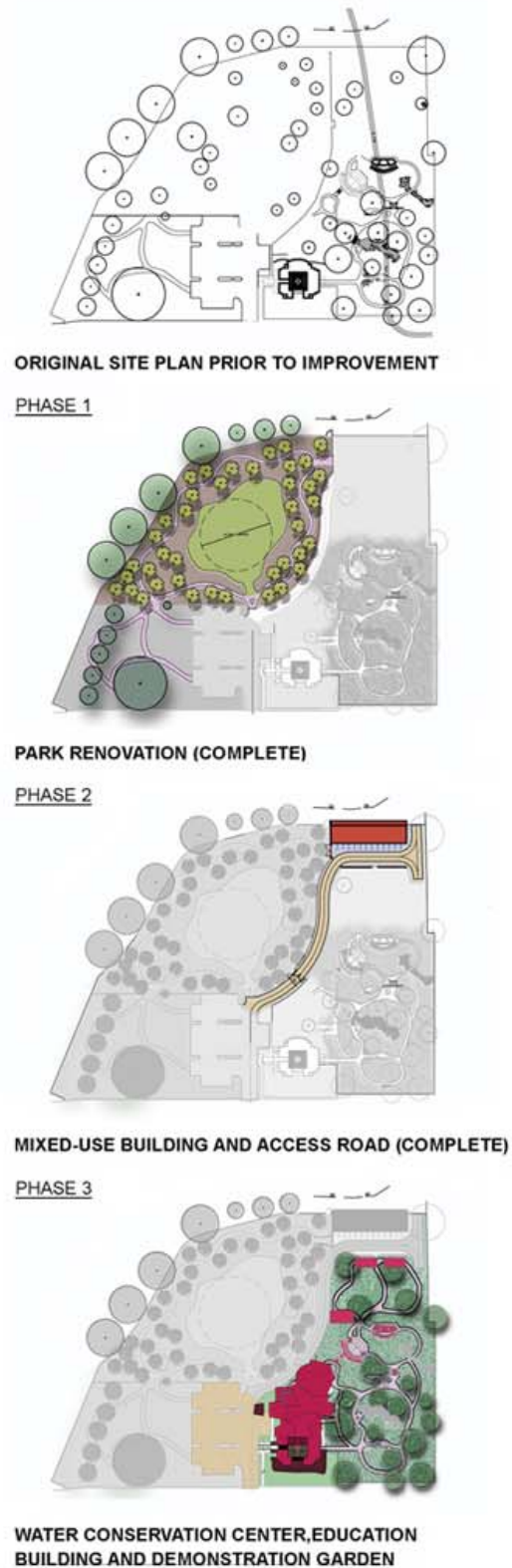
Phase 2 – A new Maintenance Building, staff parking lot, Gravel Pave access



road, site utilities and perimeter walls and fencing.

The maintenance building is the base of operations for the District’s basin maintenance. The 2-story building is approximately 6,000 square feet with tool and material storage, 4 garage bays for maintenance vehicles (including a tractor) and a maintenance office. The building has a 42 KW photovoltaic array on the roof to provide power to the site. The building is dual plumbed to use recycled water for the toilets, and uses solar hot water for showers and sinks. Rainwater from the roof and parking lot is collected, filtered, and percolated in a bio-retention basin. The building is passively designed for daylighting and ventilation with optimized overhangs on windows and garage doors, cross ventilation in all spaces, and solatube lighting.

Phase 3 – An expansion of the existing Administration Building, a new Children’s Education Building, renovated Water-Wise Demonstration Garden, Demonstration Parking Lot, Propagation Lath House and outdoor amphitheater. There are public art installations throughout the project by local artist Craig French and coordinated by CEDG staff.





CEDG worked extensively with District staff to understand their goals and needs in order to provide an ideal building form and function. The new 9,000 square foot building, now called the Water Conservation Center, includes a greatly expanded staff office area, a reception area, an educational lobby with exhibits, a large dual purpose classroom & boardroom, a landscape

design room for the public, large and small conference rooms, a kitchen, public restrooms and ample storage. The new building uses innovative strategies and materials to achieve energy use 40% better than Title-24.

The Demonstration Garden is approximately 1.75 acres and is designed to show residential customers water-wise planting, irrigation and landform strategies that they can apply in their own yards. The garden planting and pathways were designed through CEDG by a consulting Landscape Architect, Bob Perry. CEDG designed the Children's Education Garden, Amphitheater planting, tortoise enclosures, public plaza areas, demonstration facades and signage throughout the Garden.



The Demonstration Parking lot shows many different types of permeable pavements and LID practices. The permeable pavements include: pervious concrete (high content flyash), pervious asphalt and pavers. The LID practices include: zero curbs, curb cuts, bioswales, ribbon gutters and trench drain capture of sheet flow to direct stormwater to collection and percolation areas. Lee Krusa and Erik Peterson designed and specified the native landscape, bioswales and irrigation for the parking lot and entry. Michael Gentile and Jeff Veenema designed and engineered the parking lot.



The following list is a brief survey of some of the specific sustainable strategies and appropriate technologies used on this project:

Building Exterior

- The front entry of the WCC is eco-revelatory – it is designed to represent a mountain canyon, the source of most of our water in California –
 - the tile walls are the sides of the canyon
 - the tilted tile pattern represents layers of rock broken and shifted by seismic activity
 - the undulating concrete, plants and rocks are the canyon bottom, shaped by water
 - the downspout from the roof represents a tree growing in the riparian habitat
 - the glass concrete represents the stream emanating from the canyon
 - the doors to the WCC are at the head of the canyon – by entering the doors, one begins the journey to learn where our water comes from and how to preserve it
- The WCC and Education Buildings were awarded incentives in the Savings by Design Program provided by Southern California Edison
- The roofs of the WCC and EDU are made of ‘SIPs’ (Structural Insulated



Panels) which are made of recycled polystyrene (coffee cups) between two layers of plywood – it is R-48 and has very low infiltration (air getting through it), the walls are also very well insulated and light colored to prevent heat gain/loss

- Roof materials (membrane roof, standing seam metal roof and tile) are all chosen for durability and to keep rainwater clean – all roofs get dusty, but these materials don't release pollutants into the water
- High reflectance (SRI) roofs - white color membrane on the flat roofs, red on the main building – lower heat island effect and keep the buildings cooler
- The roofs of the building are divided into roughly residential sized areas and each is directed to onsite capture and storage or percolation to demonstrate various rainwater collection strategies

Building Interior

- Good natural daylighting and excellent views throughout all spaces
- Operable windows for passive ventilation
- Passive cooling ventilation tower – louver in tower opens to let hot air out (hot air rises), cool air is pulled in from the courtyard by the offices where a fountain and shading keeps the air humidified and cool
- HVAC system – VRF (variable refrigerant flow) system – very sophisticated and energy efficient while allowing a lot of flexibility – every room is a separate zone.
- The building's windows are positioned to let light in but keep heat out
- Specialty glass in insulated frames to minimize heat gain and loss – fritted where appropriate to further control heat gain and glare
- Low or zero VOC and zero-formaldehyde products
- Recycled content and rapidly renewable content products used throughout



MUDTOWN FARMS | Watts CA

Project name: Mudtown Farms
 Client: Watts Labor Community Action Committee (WLCAC) (nonprofit)
 Location of Project: Watts, CA
 Total Project Cost: \$5,200,000 (estimated)

- Maintenance Yard for on-site Farm functions
- Public Lobby with exhibits
- Training and education facilities
- Specialized storage areas
- Native landscaping paired with grey water irrigation
- Passive solar design
- Passive water collection and percolation paired with underground Cisterns used for irrigation

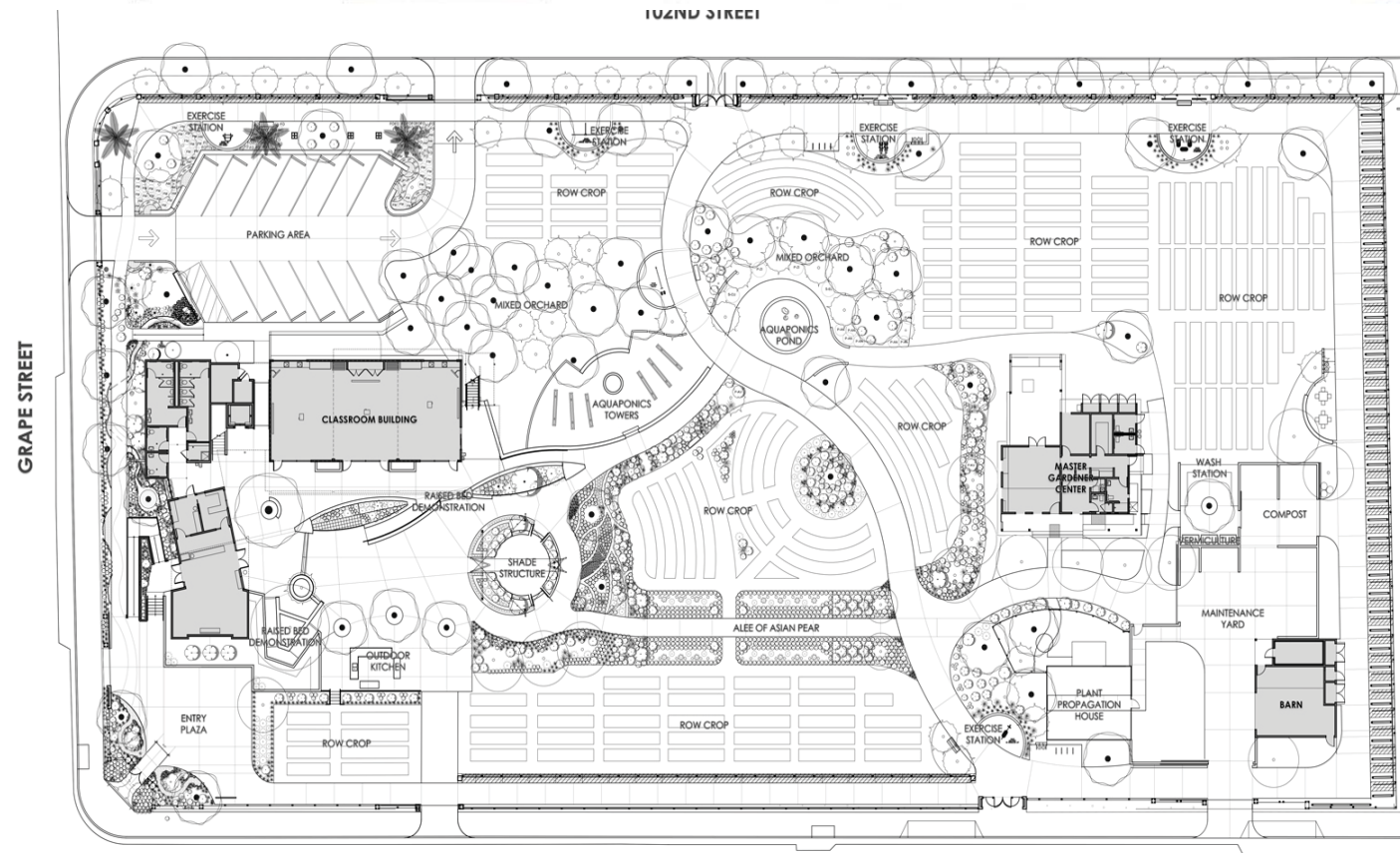
Project Background



CEDG entered into a contract with WLCAC after winning a competitive RFP for this significant project in the Watts neighborhood of Los Angeles. This project is the first portion of the envisioned greater Watts redevelopment effort which is intended to revitalize the Jordan Downs area of Watts and is a connection to some of the historic uses of this area of the LA basin. Mudtown Farms will provide open green space for recreation in an area with very few parks. It will also provide fresh fruits and vegetables to the local community in an area which is a ‘food desert’.

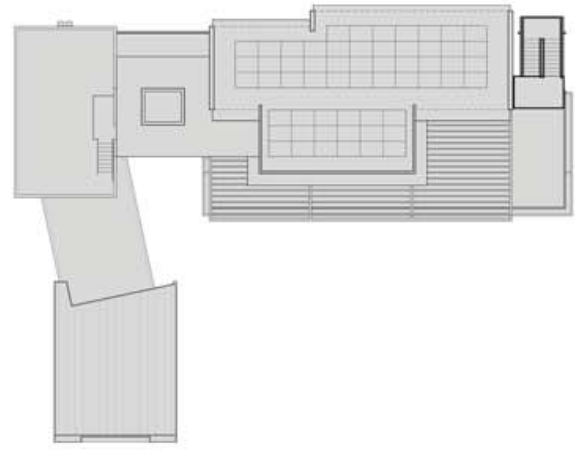


102ND STREET



103RD STREET





CLASSROOM BUILDING ROOF PLAN



CLASSROOM BUILDING SECOND FLOOR PLAN



CLASSROOM BUILDING FIRST FLOOR PLAN



Mudtown Farms was completed late 2021 and celebrated its Grand Opening on April 8, 2022.



The project encompasses 5 main functions:

- Community education: a main building with classroom areas to teach the public about nutrition and gardening, a community room with outdoor roof deck for events, a public lobby with examples of historic gardening, offices for staff, restroom facilities and a large outdoor plaza for gatherings and events
- Outdoor recreation: a walking trail and workout stations provide for active recreation, a gazebo and flower gardens provide for passive recreation, community gardening areas and interactive public gardening provide for 'edible recreation'
- Safe Food production: large growing areas for various organic crops including an orchard for fruits and nuts and areas for row crop style production, a farm store, Seed Bank, aquaculture demonstration, intensive grow towers, fruit trellis and pollinator and attractor zones
- Gardening Support: a Master Gardener Center supported by local master gardeners to provide practical education and support to local residents interested in home gardening and preserving
- Maintenance: a barn and yard for farm maintenance and production needs including green waste and compost handling, irrigation fabrication, parts storage and tractor/vehicle parking

SAN ANTONIO WATER COMPANY MAIN OFFICE AND YARD RELOCATION PROJECT | Upland CA

Project name:	Main Office and Yard Relocation Project
Client:	San Antonio Water Company
Location of Project:	Upland, CA
Project Budget:	\$5,200,000

- Master Plan
- Needs and Wants Assessment
- Board, Staff, and Stakeholder interviews and meetings
- Native landscape restoration as part of the plan to demonstrate and educate the public the concepts, planning and installation of waterwise landscaping
- Signage and displays to educate the public
- Demonstrate and Educate Hydrologic Function Enhancement through Passive water collection and percolation – bioswales, bioretention, rain gardens, etc. to the public.
- Exhibits
- Classroom and public functions spaces (both indoor and outdoor)

Project Background

Phase 1 – Needs and Wants Assessment

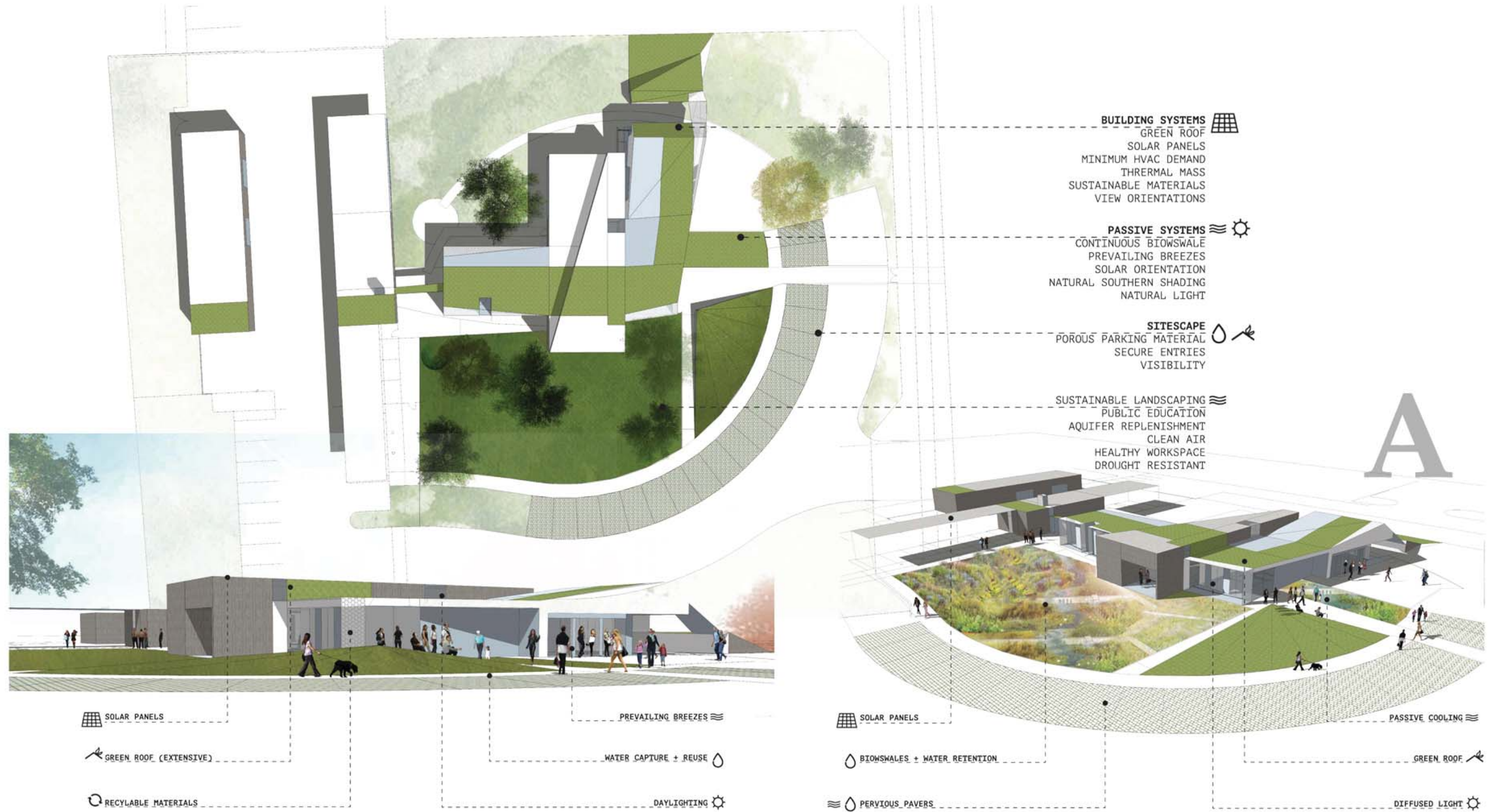
CEDG worked extensively with Sawco Board and Staff to understand their goals and needs in order to provide an ideal building form and function.

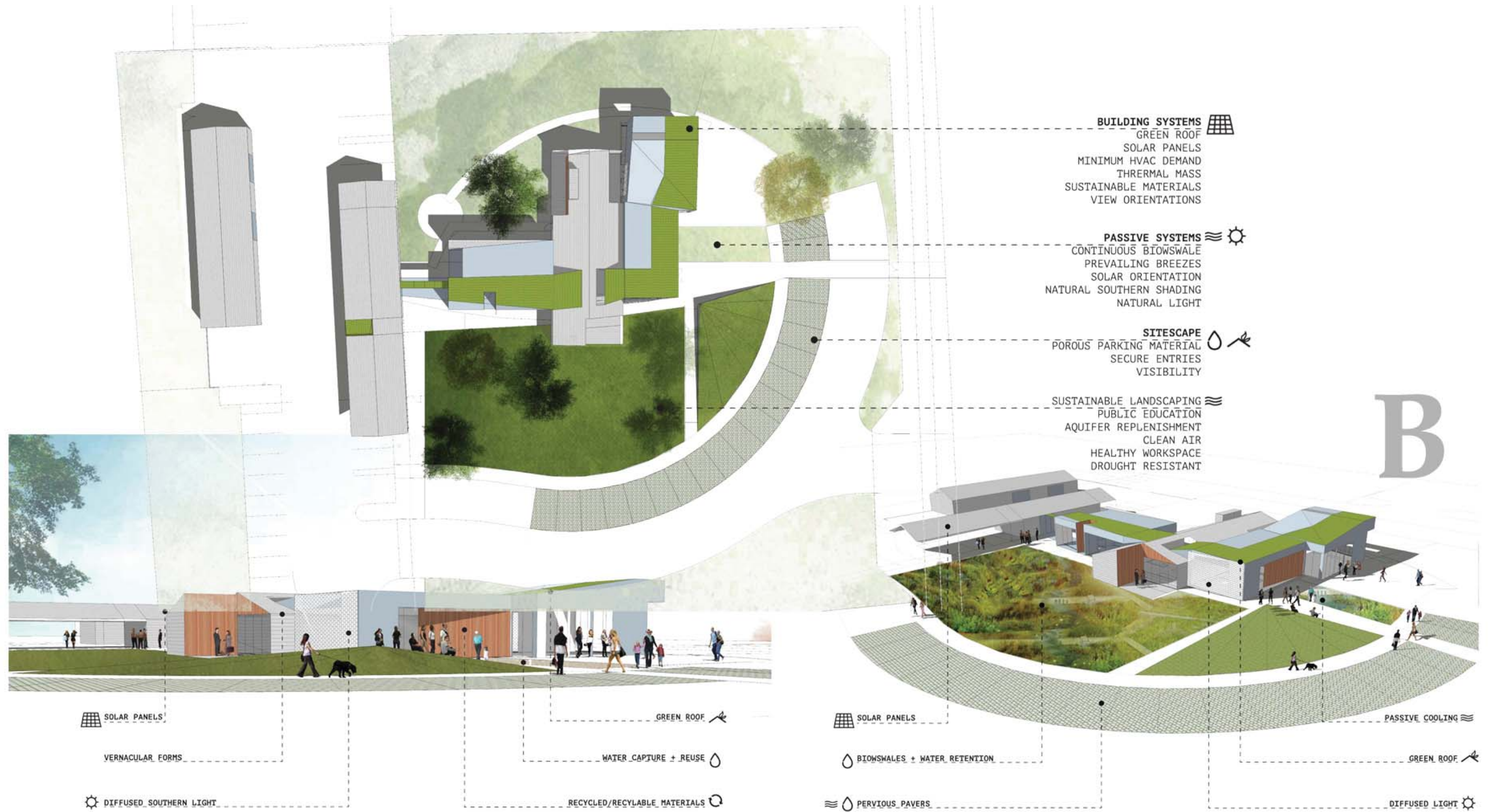
Phase 2 – Master Plan Site and integrate new facilities including Headquarters, and Yard Maintenance Buildings in support of ecosystem function, passive heating and cooling, daylighting, roof gardens, large photovoltaic array over Maintenance Yard Buildings and Parking. Parking spaces are permeable.

The Demonstration Garden is approximately 0.5 acres and is designed to show residential customers water-wise planting, irrigation and landform strategies that they can apply in their own yards.

Building Exterior

- The building is eco-revelatory – it is designed to represent a rocky outcropping, the source of most of our water in California:
 - The roof structure supports an extensive roof garden and functions as an extension of the demonstration gardens.
 - Roof runoff is directed through the roof gardens and then down into the demonstration gardens. Finally it is percolated back into the local aquifer.





- High reflectance (SRI) roofs lower the heat island effect and keep the buildings cooler

Building Interior

- Good natural daylighting and excellent views throughout all spaces
- Operable windows for passive ventilation
- HVAC system – VRF (variable refrigerant flow) system – very sophisticated and energy efficient while allowing a lot of flexibility – every room is a separate zone.
- The building's windows are positioned to let light in but keep heat out
- Specialty glass in insulated frames to minimize heat gain and loss – fritted where appropriate to further control heat gain and glare
- Low or zero VOC and zero-formaldehyde products
- Recycled content and rapidly renewable content products used throughout

Resumes for All Key Persons

ERIK PETERSON, ARCHITECT

Principal | Claremont Environmental Design Group, Inc.

CLIFFORD C. WENG

Senior Associate | Claremont Environmental Design Group, Inc.

TODD BAGLEY, LANDSCAPE ARCHITECT

Landscape Architect | Claremont Environmental Design Group, Inc.

LEE KRUSA, MLA

Landscape Designer | Claremont Environmental Design Group, Inc.

KEITH GARDNER

Keefer Consulting

Jenney M. Hall , Ph.D.

Sustainable Agriculture Consultant

ERIK PETERSON, ARCHITECT

Principal | Claremont Environmental Design Group, Inc.

Education & Certifications**California State Polytechnic University, Pomona, CA**

College of Environmental Design

*Master of Landscape Architecture w/ emphasis in Sustainable Communities***Graduate Thesis: An Integrated Systems Approach to Development**

A design process utilizing Ecosystematic Planning and Regenerative Design to demonstrate how to select a development site and once selected, how to design a regenerative community.

Danish International Study Program, Copenhagen, Denmark.*Diploma in Architecture and Urban Design***California State Polytechnic University, San Luis Obispo**College of Environmental Design, *Bachelor of Architecture***LEED Accredited Professional, U.S. Green Building Council****California Licensed Architect, C25269****California Licensed General Contractor, B603452****Relevant Work Experience**

Executive Architect, CEDG 2004 - Present

- **Chino Basin Water Conservation District**
Executive Architect for the Headquarters, education building, and education landscape. (see Relevant Projects)
- **Uncommon Good Headquarters**
Executive Architect and General Contractor for Demonstrated Net Zero Office Building utilizing Soil Cement Construction where 85% building material was the soil and rock from the site. Green Roof, Native riparian indicator species along reconstructed intermittent stream, solar photovoltaic system used to power the construction and the building post occupancy, use of earth air tunnels for cooling. (see Relevant Projects).
- **Mudtown Farms**
Executive Architect for the Offices, Lobby with Exhibits, Community Center and Classrooms in support of Urban Sustainable Agriculture Education, Demonstration and Production. Grand Opening in 2022 (see Relevant Projects).
- **Maloof Center for the Arts**
Executive Architect for the Gallery, Archive and drought tolerant landscape, with naturalized drainage swales for storm water capture and ground water

recharge. Archive building design with humidity and temperature control to house documents. The Gallery is also temperature and humidity controlled with specialty lighting of exhibits. (see Relevant Projects).

- **County of Los Angeles Fire Department: Fire Station 97**
Executive Architect and General Contractor the 7,000 sf, 2-bay, pull through Fire Station designed to achieve LEED Silver. Building to receive Certificate of Occupancy March 31, 2016.
- **City of Claremont Wilderness Park: Sycamore Canyon Restoration**
Removal of invasive exotics, construction of check dams to slow storm water for water quality and ground water recharge, planting of native trees and shrubs.
- Construction Documents for only Straw Bale Classroom Building in California, for Western Christian Schools in Claremont.
AIA Sustainability Award
- Assisted in Integrated Systems Design for the Orphanage at Bien Ho, Vietnam.
Boston Society of Architects, Sustainable Design Award, published in Landscape Architecture Magazine.
- Design Development and Construction Documents for Bridges Hall of Music Restoration, Accoustic Upgrades to a world class recording venue and addition.
AIA Honor Award for Historic Preservation
- Design Development and Construction Documents for Shalom Hill Farm, Windom MN.
A Passive and Active Solar Design, John Lyle performed the Ecosystematic Analysis and Regenerative Design of the Farm Land and Buildings

Architect & General Contractor 1991 - Present
Sustainable Homes, Green and Innovative Materials:

- Peterson Residence, Passive Solar home using plant material to create microclimates at entries and major envelope penetrations.
- Jahnke Residence, Highly Insulated and built with Rastra. Solar photovoltaic power, solar hot water heating , three story stair case used as cooling tower. Home featured in LA Times and the Fritz Coleman segment of Channel 7 News.
- Kanok Residence, Passive Solar home, LEED Platinum Certification, , solar hot water heating, use of APEX Block for exterior wall construction, Icenene bio-foam spray roof insulation.
- Beeks Residence, Passive Solar Design features such as exterior steel shading devices & active solar photovoltaic power. Sustainability Award, City of Claremont.
- Zaidi Residence, approx. 50% of the home is built with recycled shipping containers. Featured in Print, Blogosphere, and TV
- Ayres Duplex, Green Apartments: use of Apex Block for exterior building envelope, interior framed in light gauge steel. Instant water heaters, heat pumps and highly efficient condensing units.

CLIFFORD C. WENG

Senior Associate | Claremont Environmental Design Group, Inc.

Education & Certifications

California State Polytechnic University, Pomona, CA
College of Environmental Design

Relevant Work Experience

Senior Associate

Claremont Environmental Design Group (CEDG):

June 2003 – Present

- Project management of design work from conceptual plans through construction documents.
- Project management on residential and institutional projects.

Pertinent Projects and Project Positions

- **Mudtown Farms (see Relevant Projects, Completed 2022)**
Responsible for Design Documents
Scope of Work: Masterplanning, Management of Design Document production.
- **Asuza Fire Station 97 (Completed 2016)**
Responsible for Design Documents
Scope of Work: Management of Design Document production.
- **Chino Basin Water Conservation District**
(see Relevant Projects , Completed 2014)
Responsible for Design Documents
Scope of Work: Masterplanning, Phasing coordination, Coordination with Consultants, Management of Design Document production
- **Uncommon Good Community Building**
Responsible for Design Documents, assisting with detailing
Scope of Work: Management of Design Document production.
- **University of La Verne Athletics Pavilion (Supertents)**
Responsible for design documents
Scope of Work: Phasing Coordination, Management of Design Document production.
- **Maloof Center for the Arts**
Responsible for design documents
Scope of Work: Coordination, Management of Design Document production.

TODD BAGLEY, LANDSCAPE ARCHITECT

Landscape Architect | Claremont Environmental Design Group, Inc.

Education & Certifications**Utah State University, Logan, UT***Bachelors of Landscape Architecture, 1986***Ricks College, Rexburg, ID***Associate Landscape Nursery Management, 1983*

California Licensed Landscape Architect, RLA#3650

Idaho Licensed Landscape Architect, PLA LA-16954

Utah Licensed Landscape Architect, PLA 31924I-5301

It has been Todd's privilege to be involved in the planning, design and construction of parks and public facilities for over 30 years. Todd has enjoyed working to develop park master plans, park conceptual designs, park construction documents, as well as the development park design guidelines and park strategic master plans. As a licensed landscape architect, Mr. Bagley has worked with the cities of Beaumont, Banning, Perris, San Jacinto, Norco, Palm Springs, Corona, and San Bernardino. Mr. Bagley has also worked with Lake Hemet Municipal Water District, Eastern Municipal Water District, Rancho Water District and Southern California Edison.

Currently Todd is working with a number of Clients to create communities which feature community spaces which feature water wise landscape. These efforts have afforded Todd the opportunity to work with the staff members of several communities.

List of Significant Projects

- **Waterwise Demonstration Gardens**
- **City of Corona Residential Water Smart Landscapes**
- **City of San Jacinto Water Wise**
- **City of Beaumont Water Wise Landscape Renovations**
- **City of Moreno Valley Aqueduct Water Wise Bike Trail**
- **Median & Parkway Projects**
- **San Jacinto Avenue, San Jacinto**
- **Ramsey Medians, Banning: City of Banning**
- **Parks Master Plans / Strategic Plans**
- **City of San Jacinto, San Jacinto, CA: City of San Jacinto, San Jacinto**
- **Ladera Ranch, Ladera Ranch, CA: Ladera Ranch, Ladera Ranch**
- **Park Projects**
- **City of Banning Art Park / Plaza - ¾ Acer Urban Park: Banning**
- **Eller Community Park - 5.2 Acre Neighborhood Park: Romoland, Riverside County**
- **Roosevelt Williams Park 6.2 Acres: City of Banning, Banning**
- **Reepler Park 13.2 Acres (Renovation Area 2.5 Acres): City of Banning, Banning**
- **Lion's Park 13.2 Acres: City of Banning, Banning**

LEE KRUSA, MLA

Landscape Designer | Claremont Environmental Design Group, Inc.

Education & Certifications**California State Polytechnic University, Pomona, CA**

College of Environmental Design

*Master of Landscape Architecture, September 2014***Graduate Thesis:** Rediscovering the Rurban Homes Subsistence
Homestead Project at El Monte, CA**University of Wyoming, Laramie, WY**

College of Agriculture

*Bachelor of Science in Agroecology, May 2004***Chino Basin Water Conservation District, Montclair, CA***E.P.A. Qualified Water Efficient Landscape Certificate, July 2015***Relevant Work Experience***Lead Landscape Designer, Landscape Project Manager***Claremont Environmental Design Group (CEDG):**

Claremont CA; June 2010 – Present

- Sustainable landscape design consultant on various institutional and residential projects.
- Project management of residential landscape design work from conceptual plans through construction documents.
- Project management on residential and institutional landscape projects.
- Project team member for commercial, institutional & governmental landscape design work from conceptual plans through construction documents.
- **Mudtown Farms, Completed 2022**
Lead Landscape Designer; Landscape Project Management
Scope of Work: Hardscape/Planting/Site Amenities/Irrigation Design & Construction Management of Entire Site.
- **Chino Basin Water Conservation District, Completed 2014**
Lead Landscape Designer; Landscape Project Management
Scope of Work: Hardscape/Planting/Irrigation Design & Construction Management of Parking Lot Expansion; Entry Plaza; Education Building Courtyard; and Amphitheatre Redesign.
- **Uncommon Good Headquarters, Completed 2013**
Landscape Designer; Landscape Project Management
Scope of Work: Hardscape/Planting/Irrigation Design & Construction Management of Entire Site.

KEITH GARDNER
 Keefer Consulting

Education & Certifications

University of Nebraska at Kearney
Bachelor of Arts in Public Administration

University of Kansas
Master of Urban Planning (M.U.P.)

Relevant Work Experience

Keefer Consulting

Assisting clients with all aspects of business operations from marketing and budgeting, to producing a final product such as CEQA documents, resolutions, ordinances, planning reports, and specific plans

Riverside County Planning Department

Transportation & Land Management Agency

Public hearings, development review, ordinance writing, and leading teams of Planners in the processing of hundreds of development applications

Community Development Director of the Cities of Calimesa and Twentynine Palms

In charge of development budgets, project budgets, long-term planning, development review, CEQA compliance, front counter services, and inter-agency coordination. Responsible for making presentations, such as planning projects and zoning ordinance updates, to the Planning Commission and City Council in each City

Webb Associates

Led a multi-disciplinary department of 15 environmental professionals and support staff. Oversaw and participated in preparing all types of planning documents including technical reports, planning studies, and environmental impact reports

JENNEY M. HALL , PH.D.
Sustainable Agriculture Consultant

Education & Certifications

Yale University
Postdoctoral 2002-05

Louisiana State University
Ph.D. Paleoceanography 2002

University of Kansas
M.S. Hydrogeology 1998

Southern Utah University
B.S. Geology/Chemistry 1996

Relevant Work Experience

Lecturer

Cal State University, Dominguez Hills
2016-present

- Instruct intro and advanced courses in Environmental Studies
- Developing program for new Environmental Studies undergraduate major
- Developing Environmental Studies curriculum for face-to-face, online and hybrid classes
- First Year Experience, UNV101 course developed for incoming freshmen
- Service-Learning curriculum developed for Environmental Studies
- Standardized IDS310 Global Climate Change curriculum and regularly meet with lecturers to answer questions and maintain consistency between sections

University Service

- Faculty Representative on the University Sustainability Committee, 2021-present
- 2020 Excellence in Service Award, <https://news.csudh.edu/jenney-hall-faculty-award/>
- CSUDH Soil Lab in development in partnership with CSUDH Biology
- Funded student paid internships and student research, 2018-present
- Faculty Liaison for CSUDH Campus Urban Farm, 2018-present
- Faculty Advisor for Student Sustainability Club, 2017-present
- Grant writing for sustainability on campus and opportunities for students
- Conducted Farm Curriculum Workshops at the Faculty Development Center, Spring and Fall 2018
- Served on Earth Day Committee 2017-present
- Online Task Force 2018
- Served on Library Visioning Steering Committee 2017



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July 21, 2022

Chris Jones
Preserve System Program Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Re: Louis Robidoux Park and Pecan Grove Master Plan Support, SWCA Project Number P0073559

Dear Chris, Mandy, Kai, and Joanna

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate to provide restoration planning technical expertise for the proposed Louis Robidoux Park and Pecan Grove (LRPPG) in Riverside County, California. It is our understanding that this project will require the input and support of a restoration ecology team during the overall master planning effort. Principal Restoration Ecologist Lindsay Teunis of SWCA has a long history assisting the Park District and Valley District with strategies for taking the LRPPG vision to the next level.

The cost to complete these tasks, as described in the attached scope of work, is a time and materials with a not to exceed value of \$25,000. The cost estimate is valid for 3 months, after which time we reserve the right to create a new cost estimate.

For your consideration, we have included an SWCA standard Services Agreement to the end of this proposal. If the scope of work and cost estimate are acceptable to you, please feel free to sign and email it back to our office. We will then return a fully executed agreement to you for your files. After receipt of a signed contract, we will be able to start work immediately. Please contact Robert MacAller (Robert.MacAller@swca.com) or me (Lindsay.Teunis@swca.com) at (619) 917-1872 if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "Lindsay Teunis". The signature is written in a cursive, flowing style.

Lindsay Teunis
Principal Restoration Ecologist

SCOPE OF WORK

The Louis Robidoux Nature Center Consortium (Consortium) is composed of five entities representing both governmental and non-profit organizations with service areas covering the Santa Ana Watershed and beyond. The key members include the Huerta del Valley Ontario Community Garden, Inland Empire Resource Conservation District (IERCD), Sunshine Haven Wildlife Rehabilitation, the Orange County Water District (OCWD) and San Bernardino Valley Municipal Water District (SBVMWD). The Consortium was originally formed in response to the 2018 solicitation for management of LRPPG released by the RCPOSD. Following selection, the Consortium immediately dove into a variety of activities including partner agreements, select structural improvements and site-wide rehabilitation with a target of Spring 2020 for reopening. Unfortunately, planning was derailed by the spread of the 2019 “46 Fire” which destroyed the education building and heavily damaged the grounds. Prior to the fire, a variety of onsite activities had occurred including site clean-up events, two public meetings, pecan grove and site tree survey, and a variety of general inspections and planning exercises. SWCA staff including Lindsay Teunis, Linnea Spears-Lebrun, and Marcus Goncalves have supported the LRPPG as well as the larger Santa Ana River Habitat Conservation Program for the last 5+ years. Their comprehensive understanding of the needs and goals of the larger program as well as the history of the LRPPG property and partners will allow the SWCA team to quickly integrate with the Consortium and the selected master planning contractor and immediately get to work on this project. SWCA restoration technical experts will be available to the master planning team and the Consortium throughout the master planning process and will at all times be looking at the site through the lens of ecological restoration, community engagement, water quality and stormwater management, education, as well as recent and pre-settlement history.

TASK 1. MEETINGS

In nature, cross pollination leads to hybridization which supports vitality and resilience. Our restoration team will apply the same principal to our support of the project; always looking for cross-disciplinary collaboration opportunities within the team and within the site. Cost for this task was divided between three restoration ecologists, Lindsay Teunis (principal restoration ecologist), Linnea Spears-Lebrun (senior restoration ecologist) and Marcus Goncalves (restoration ecologist). The division of labor provides opportunity for added perspectives, funding efficiency, and ongoing project dedication. Although only one SWCA team member will attend any given meeting, the group will work as a team to share information and perspective internally.

SWCA restoration ecologists will be available for the following meetings:

- Regular Coordination Meetings:
 - It is assumed that regular coordination meetings with the team would occur on the order of every other week during the development of the master plan.
 - Assumes: 2 hours monthly for coordination meetings, 12-month duration. Assumes virtual meetings for all but two meetings. Travel has been included for two in-person coordination meetings.
- Workshops:
 - Three (3) workshop style meetings are anticipated during the Master Plan process
 - Assumes: 12 hours per meeting for preparation and in-person support. Travel costs have also been included.
- Board Meetings:
 - Up to five (5) Board Meetings are anticipated.

- Assumes: 4 hours per Board meeting for preparation and support. Includes travel time for one in-person meeting.

OPTIONAL TASK. DOCUMENT REVIEW AND GENERAL SUPPORT

In addition to in-person and virtual meetings, SWCA restoration ecology specialists can be available for document and plan review. Development of a balanced Master Plan requires an intimate knowledge of the site and factors that will affect long-term success and sustainability as well as the history and goals of the Consortium and the members. The SWCA team can be available to review reports, studies, investigations, and concepts. This review can be high level (i.e., initial reactions/quick comments/thoughts) or detailed reviews. In addition to looking at any document/deliverable through the lens of restoration ecology and mitigation, SWCA staff can also support the initial constraint analysis initial comments on permit triggers/avoidance and potential for impacts to sensitive resources (biology/cultural).

SWCA staff can be available as needed to support the LRPPG Consortium with tasks directly related to the master planning contract or the larger LRPPG effort. This may include grant preparation/coordination, facilitation, general field work, research, and any other services that help advance the project.

No hours or budget have been allotted to this task; authorization and a modified scope and cost would be required in order to proceed.

COST ESTIMATE AND ASSUMPTIONS

Based on the scope of work provided to SWCA, we propose a time-and-materials budget not to exceed \$24,992. SWCA will submit a budget summary with each invoice to provide visibility and track spending. Rates are subject to a [3%] increase no more than once every 12 months should the project extend beyond December 2023. This cost estimate is valid for ninety (90) days from the date of the proposal.

Table 1. Cost Estimate

TASK	LABOR \$	EXPENSES \$	TOTAL \$
Task 1. Meetings	\$20,381	\$4,611	\$24,992

ASSUMPTIONS

- 12-month master planning duration
- SWCA will not be excluded from pursuing future LRPPG competitive RFPs
- Work under this task would be billed at hourly staff rates plus reasonable cost for travel.
- No travel will be initiated without the approval of SBVMWD.
- To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and will not be held to phase and task limits so long as the overall budget is not exceeded.

SWCA LABOR CATEGORIES AND BILLING RATES**

Consulting Services

Cultural Resources	Air Quality	Technical Writing/Editing	
Environmental Resources	Landscape Architecture	Training/Facilitating	
Paleontology	Ecological Restoration	Graphics/Media Production	
Scientific Resources	Disaster Recovery	Administrative	
Planning Resources	GIS/CADD Resources		
Technician I.....	\$49.00	Specialist IX.....	\$158.00
Technician II.....	\$59.00	Specialist X.....	\$176.00
Specialist I.....	\$71.00	Specialist XI.....	\$193.00
Specialist II.....	\$83.00	Specialist XII.....	\$211.00
Specialist III.....	\$95.00	Specialist XIII.....	\$215.00
Specialist IV.....	\$105.00	Specialist XIV.....	\$225.00
Specialist V.....	\$115.00	Subject Matter Expert I.....	\$215.00
Specialist VI.....	\$127.00	Subject Matter Expert II.....	\$225.00
Specialist VII.....	\$137.00	Subject Matter Expert III.....	\$250.00
Specialist VIII.....	\$147.00	Subject Matter Expert IV.....	\$275.00

Engineering Services

Specialist IV.....	\$115.00	Specialist X.....	\$193.00
Specialist V.....	\$127.00	Specialist XI.....	\$211.00
Specialist VI.....	\$137.00	Specialist XII.....	\$225.00
Specialist VII.....	\$147.00	Subject Matter Expert I.....	\$215.00
Specialist VIII.....	\$158.00	Subject Matter Expert II.....	\$235.00
Specialist IX.....	\$176.00	Subject Matter Expert III.....	\$265.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

**If work were to extend past December 2023 the SWCA team would request an evaluation of rates at that time.

Services Agreement

This Services Agreement ("this Agreement") is entered into as the date set forth below by SWCA Incorporated, an AZ corporation dba SWCA Environmental Consultants ("SWCA" or "Consultant"), and the client identified below ("Client"). References to this "Agreement" mean the terms set forth below and the proposal to which this Agreement relates ("the Proposal") as further described below.

1. Services. Pursuant and subject to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement as described in the Proposal ("the Services"). Any reports and similar materials that SWCA is to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. SWCA may use subconsultants and other subcontractors as may be reasonably necessary or appropriate to perform the Services. The terms subconsultants and subcontractors are used interchangeably. Client agrees to cooperate with SWCA as reasonably requested or required for the performance of the Services, including promptly providing relevant information, directions and approvals needed to perform the Services. References to the "project" mean the project to which the Services relate.

2. Work Schedule. SWCA will use reasonable efforts to start work by any mutually agreeable proposed start date and will use reasonable efforts to complete the Services by any mutually agreeable proposed completion date. Any proposed start date or completion date is a good faith estimate. SWCA is not responsible for any delays caused by circumstances beyond SWCA's reasonable control.

3. Additional Services. Any services provided by SWCA outside the scope of the Services constitute "Additional Services" and such Additional Services shall constitute Services under this Agreement, unless such Additional Services are subject to a separate agreement. Any Additional Services provided by SWCA with Client's approval constitute "Approved Additional Services". Except as otherwise mutually agreed in writing, SWCA shall be compensated for Approved Additional Services on a time and materials basis at SWCA's then-current hourly rates, with expense reimbursement per SWCA's then-current expense reimbursement terms, and such additional compensation shall not count toward any fixed fee or not-to-exceed amount.

4. Standard of Service. SWCA shall perform the Services in accordance with the applicable level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA agrees to perform in accordance with the Standard of Service but that obligation shall not be construed to imply any warranty or guarantee of any particular results. SWCA's obligations regarding the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due with respect to the Services at issue. In no event will SWCA be responsible for any partially completed Services (e.g., Services which are partially completed due to Client's breach) or have any responsibility for any other circumstances beyond SWCA's reasonable control. SWCA will perform the services for the benefit of Client (and/or for the benefit of governing agencies where required by applicable laws) and no other party is entitled to rely on the Services, including any report, assessment or conclusions arising from the Services, nor may any obligations of SWCA be assigned or otherwise transferred without SWCA's express written consent.

5. Project Information; Confidentiality. Subject to the terms of this Agreement, SWCA is responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4 above. SWCA is not responsible for the accuracy of information not prepared by SWCA (e.g., information in materials provided by Client, government records, third-party reports and maps), whether such inaccuracy is due to incompleteness or otherwise, except to the extent SWCA expressly agrees in the Proposal to be responsible for verifying the accuracy of that information. Each party shall use reasonable efforts to maintain the confidentiality of any non-public information owned by or relating to the other party.

6. General Payment and Expense Terms. Except as may be agreed by SWCA in writing, payment to SWCA shall not be withheld by reason of Client not receiving funds from a third-party. Client's rights to use Deliverables are conditioned on Client's payment of all amounts due to SWCA. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Except where a fixed fee is mutually agreed on in writing, any fee quotes are non-binding estimates. Unless otherwise mutually agreed in writing, a not-to-exceed amount means that Client will not incur fees in excess of that amount without Client authorization but is not a guarantee that the Services will be completed for that amount. If SWCA agrees to a fixed fee or a not-to-exceed amount based on information which proves to be inaccurate and, as a result, the assumptions relied on by SWCA for the originally agreed on fee limit are materially affected, the parties shall negotiate diligently and in good faith to determine reasonable adjustments in pricing and related terms. Amounts billable for reimbursable expenses are separate from any estimated or quoted fees.

7. Taxes. Unless otherwise mutually agreed in writing, any sales taxes, gross receipts taxes or similar taxes imposed by governing authorities with respect to the Services provided to Client will be Client's responsibility and, unless paid directly by Client, will be invoiced to Client.

8. Late Payment. In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work subject to giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment, SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable laws. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any amounts payable to a collection agent) in connection with efforts to collect overdue amounts (including efforts to collect such attorneys' fees, court costs and other expenses). Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

9. Term of Agreement. Unless terminated earlier per the terms of this Agreement, this Agreement will remain in effect until the Services are completed, at which time this Agreement will automatically terminate. Upon termination, all provisions of this Agreement that expressly or by their nature continue in effect shall survive termination (e.g., payment terms, confidentiality provisions, indemnification provisions, liability/remedies limitations, and general terms).

10. Termination. If a party breaches this Agreement and does not cure such breach within five (5) business days of receipt of a written notice from the other party describing the breach, the other party may terminate this Agreement for cause. Either party may terminate this Agreement without cause by giving 30 days advance written notice of termination. These provisions do not limit available rights in the event of late payment as described in Section 8 above.

11. Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: If the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated and invoiced by SWCA. If the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement.

12. Governing Law; Interpretation. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the jurisdiction where the project is predominantly located. The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party.

13. Insurance. The parties will maintain reasonable insurance coverage and will provide appropriate information regarding its insurance coverage as may be requested by the other party.

14. Indemnification. Each party shall indemnify the other party against any losses, including reasonable attorneys fees, to the extent incurred as a result of the indemnifying party's breach of this Agreement or as a result of any negligent or otherwise wrongful acts or omissions attributable to the indemnifying party. These indemnification terms are intended to provide indemnification of actual out-of-pocket losses and do not obligate or entitle the indemnifying party to assume the defense of any claims against the other party. A party seeking indemnification under these terms shall be entitled to indemnification only to the extent the party exerted reasonable efforts to defend against the claims and limit the party's losses as a result of those claims. These indemnification rights and obligations do not preclude any indemnification rights and obligations otherwise available under applicable laws. However, in no event shall any indemnification rights and obligations be construed to impair any limitations of liability/remedies provided under this Agreement or otherwise impose any liability that a party is not intended to be responsible for under the terms of this Agreement.

15. Consequential Damages Waiver. Neither party shall be liable for any consequential damages relating to activities arising out of this Agreement. Consequential damages include damages resulting from the special circumstances of a party or that are indirect, remote or speculative, and damages resulting from delays, loss of use, financing charges and similar circumstances. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client, relying on information provided by Client, or Client's failure to follow SWCA's recommendations.

16. **Limitation of Liability.** To the fullest extent permitted by law, the aggregate liability of SWCA and its agents and representatives for any alleged issues with the Services provided by SWCA (e.g., alleged deficient services, alleged negligence, or other claims related to the Services, regardless of the legal basis for the claim) shall not exceed the fees actually paid by Client to SWCA with respect to the Services at issue. It is acknowledged that these liability limitations are knowingly agreed to and are reasonable in light of the relative risks and benefits of the project. It is also acknowledged that the pricing provided to Client for the Services is based on these liability limitations and that SWCA is willing to negotiate increasing the foregoing monetary limitations in exchange for increased pricing. Any such increase must be mutually agreed on by the parties in writing to be effective. It is further acknowledged that this Agreement establishes a services relationship between SWCA and Client and that in no event shall individual employees have any personal liability for any issues with the Services.

17. **Entire Agreement; Amendment.** This Agreement, including the Proposal, reflects the entire agreement of the parties with respect to its subject matter. No amendment to this Agreement or any waiver may be enforced against a party unless the amendment or waiver is agreed to in writing by that party. As used in this Agreement, "including" and similar terms mean "including without limitation".

18. **Compliance with Law.** The parties agree to comply with all applicable laws and shall not have any liability for such compliance. Applicable laws include federal, state and local legal requirements, including permitting requirements, and directions from governmental agencies.

19. **Relationship.** The relationship of Client and SWCA constitutes an independent contractor relationship and does not constitute a principal-agent or fiduciary relationship or a relationship of partners, joint venturers or otherwise. As a provider of independent environmental consulting services, SWCA shall not be required to provide services inconsistently with requirements to remain in good standing with applicable government agencies and other entities.

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may amend or rescind the Proposal.

The parties hereby agree to the foregoing terms, including terms establishing the relative rights, obligations, responsibilities and liabilities of the party, effective as of **Month** **Day** **22**. The individual signatories below represent and warrant that they are authorized to bind the party on whose behalf they are signing.

SWCA, Incorporated

Client:

By:

By:

Name:

Name:

Title:

Title:

COOPERATIVE AGREEMENT BY AND BETWEEN
INLAND EMPIRE RESOURCE CONSERVATION DISTRICT
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into as of September 20, 2022 (“**Effective Date**”), by and between the San Bernardino Valley Municipal Water District, a municipal water district (“**VALLEY DISTRICT**”), and the Inland Empire Resource Conservation District, a special district (“**IERCD**”). IERCD and VALLEY DISTRICT are sometimes referred to individually as “**PARTY**” and collectively as “**PARTIES**”.

RECITALS

A. The PARTIES seek to cooperate to complete a Master Plan for the Louis Robidoux Parkland and Pecan Grove. The Master Plan will be developed as described in the Request for Proposals, which is attached as **Attachment 1** to this Agreement and incorporated herein by reference. The scope of work described in the Request for Proposals constitutes the “**PROJECT**”.

B. The PARTIES now desire to provide for contracting by VALLEY DISTRICT for performance of the work on the PROJECT and reimbursement of a portion of the costs of such work by IERCD.

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree as follows:

AGREEMENT

1. VALLEY DISTRICT shall enter into an agreement with a qualified consultant for performance of the PROJECT work.

2. The IERCD agrees to reimburse VALLEY DISTRICT up to \$25,000 (“**Maximum Reimbursement**”) for costs incurred by VALLEY DISTRICT to develop and implement the PROJECT.

3. VALLEY DISTRICT will submit one or more invoices to the IERCD, not later than sixty (60) days after the first anniversary of the Effective Date, for all PROJECT costs incurred and for which reimbursement is claimed under this Agreement. The IERCD will pay all undisputed PROJECT costs within

thirty (30) days after receipt of any such invoice. VALLEY DISTRICT acknowledges and agrees that in no event shall VALLEY DISTRICT receive or have a claim of any kind for any payment in excess of the Maximum Reimbursement for any costs related to the PROJECT, except as expressly agreed in writing by the PARTIES.

4. VALLEY DISTRICT shall require any and all subcontractors used to implement the Project to extend the same level of indemnity protection to IERCD as is provided to VALLEY DISTRICT. Likewise, VALLEY DISTRICT shall require the same subcontractors to name IERCD as additional insured on the same insurance coverage for which VALLEY DISTRICT is named additional insured.

5. VALLEY DISTRICT agrees to provide IERCD all data collected as a result of the Project.

6. This Agreement contains the entire understanding between the PARTIES, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the PARTIES relating to the subject matter of this Agreement that are not fully expressed herein.

7. This Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both PARTIES.

8. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. Any action taken to enforce this Agreement shall be maintained exclusively in the Superior Court of San Bernardino County, California. The PARTIES expressly consent to the exclusive jurisdiction of said court and agree that said court shall be the proper venue for any such action.

10. Neither PARTY may assign its rights and obligations hereunder, in part or in whole, to any third party without the prior written consent of the other PARTY, which shall not be unreasonably withheld.

11. Any notice to be given or to be served upon either PARTY hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the PARTY for whom it is intended, at that PARTY'S address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the PARTY for whom it is intended, at that PARTY'S address specified below; or (d) as of the date of electronic mail transmission addressed to the PARTY for whom it is intended, at that PARTY'S electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either PARTY may change the place for the giving of notice to it by thirty (30) days prior written notice to the other PARTY as provided herein.

San Bernardino Valley Municipal Water District
Attn: Heather Dyer, CEO/General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408
E-Mail: heatherd@sbvmwd.com

with a copy to:

Varner & Brandt LLP
Attn: Bradley Neufeld
3750 University Avenue, Suite 610
Riverside, CA 92501
E-Mail: Bradley.neufeld@varnerbrandt.com

The Inland Empire Resources Conservation District
Attn: Mandy Parkes, District Manager
25864 Business Center Drive, Suite K
Redlands, CA 92374
E-Mail: mparkes@iercd.org

12. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by the IERCD or VALLEY DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the PARTY that prepared it in its final form.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the PARTIES as if they were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Heather P. Dyer
CEO/General Manager

INLAND EMPIRE RESOURCES CONSERVATION DISTRICT

By: _____
James Earsom
Board President



DATE: September 8, 2022

TO: Board of Directors' - Policy Workshop

FROM: Joanna Gibson, Executive Director Upper Santa Ana River Habitat Conservation Program

SUBJECT: Consider a Cooperative Agreement with Riverside County Park & Open Space District for Fiscal Years 2022 - 2024

Staff Recommendation

Consider a 3-year Cooperative Agreement with Riverside County Park & Open Space District and direct staff to place this item on a future Board of Directors meeting agenda.

Summary

The Cooperative Agreement proposes to fund two full-time equivalent (FTE) Rangers and one half-time (0.5 FTE) Operator position for three years. Tasks proposed to be undertaken through the Cooperative Agreement are integral to the success of compensatory mitigation obligations required by regulatory permits for Valley District's Cactus, and Waterman Basins recharge projects, and the Conservation Strategy of the Upper Santa Ana River Habitat Conservation Plan (HCP), which will permit approximately 80,000 acre-feet per year on average of local water supply through construction and implementation of multiple water infrastructure projects.

The cost of the 2020 Cooperative Agreement (\$268,000), which was executed for a term of one-year, did not capture all the costs of funding the FTE positions, consequently the cost of the Cooperative Agreement under consideration has increased to \$361,000 per year, bringing the total cost of a 3-year agreement to \$1,083,000. Contracting these positions save significant land management costs for the HCP due to their daily, uniformed regular patrols of the tributaries restoration mitigation sites and their ability to conduct work on the sites such as non-native weed control and preparation of the land for construction activities in 2023. The cost for FY 2022-2023 is \$361,000 which was included in the approved FY 22-23 General Fund Budget. The Cooperative Agreement is essentially the same as the 2020 Agreement, which was reviewed by House Counsel and approved as to form.

Background

In 2020 Valley District partnered with Riverside County Regional Park and Open Space District (Park District) to fund three positions (two Rangers and one Operator) to patrol proposed mitigation areas critical to regulatory permits for Valley District's Cactus, and Waterman Basins recharge projects, and to the construction and implementation of local water infrastructure projects proposed under the HCP. One of the purposes of the initial 2020 agreement was to assess the effectiveness of the positions and identify and refine needs for a longer-term agreement. The 2020 agreement was very successful and provided tremendous value to Valley District and our HCP partners, and lessons learned from implementation of the 2020 agreement have been incorporated into the agreement that is currently being provided for consideration.

Key successes from the 2020 agreement included:

- Rangers successfully minimized impacts to habitat from encampments within areas where regular patrols were implemented (Attachment 2).
- Rangers accompanied Valley District staff and our contractors on field visits to provide safety in areas along the Santa Ana River where encounters with feral dogs, cannabis, large encampments, or other potential safety issues were a concern. This reduced risks to staff and contractors, facilitating focused and efficient field work.
- Rangers provided biological surveys ahead of habitat management actions performed at the Hidden Valley Wetlands.
- Operators completed habitat management actions at Hidden Valley Wetlands and on the adjacent floodplain.

The Cooperative Agreement will help protect Valley District's current and future mitigation obligation investments, and those of the HCP's Conservation Strategy. The Ranger and Operator positions will provide for regular site patrols, trash and debris cleanup, habitat management actions, and a regular presence on the landscape that will deter establishment of encampments. The value provided to Valley District and the HCP Partners by funding the Cooperative Agreement will far exceed the annual costs. For example, a single encampment clean-up conducted at Upper Hole Creek by the City of Riverside in 2019 exceeded \$250,000.

District Strategic Plan Application

The Cooperative Agreement will help achieve Valley District's Strategic Plan Mission of providing a reliable and sustainable water supply by supporting the mitigation requirements of regulatory permits to allow for water recharge at Cactus, and Waterman Basins, as well as at the multiple water infrastructure locations permitted by the HCP.

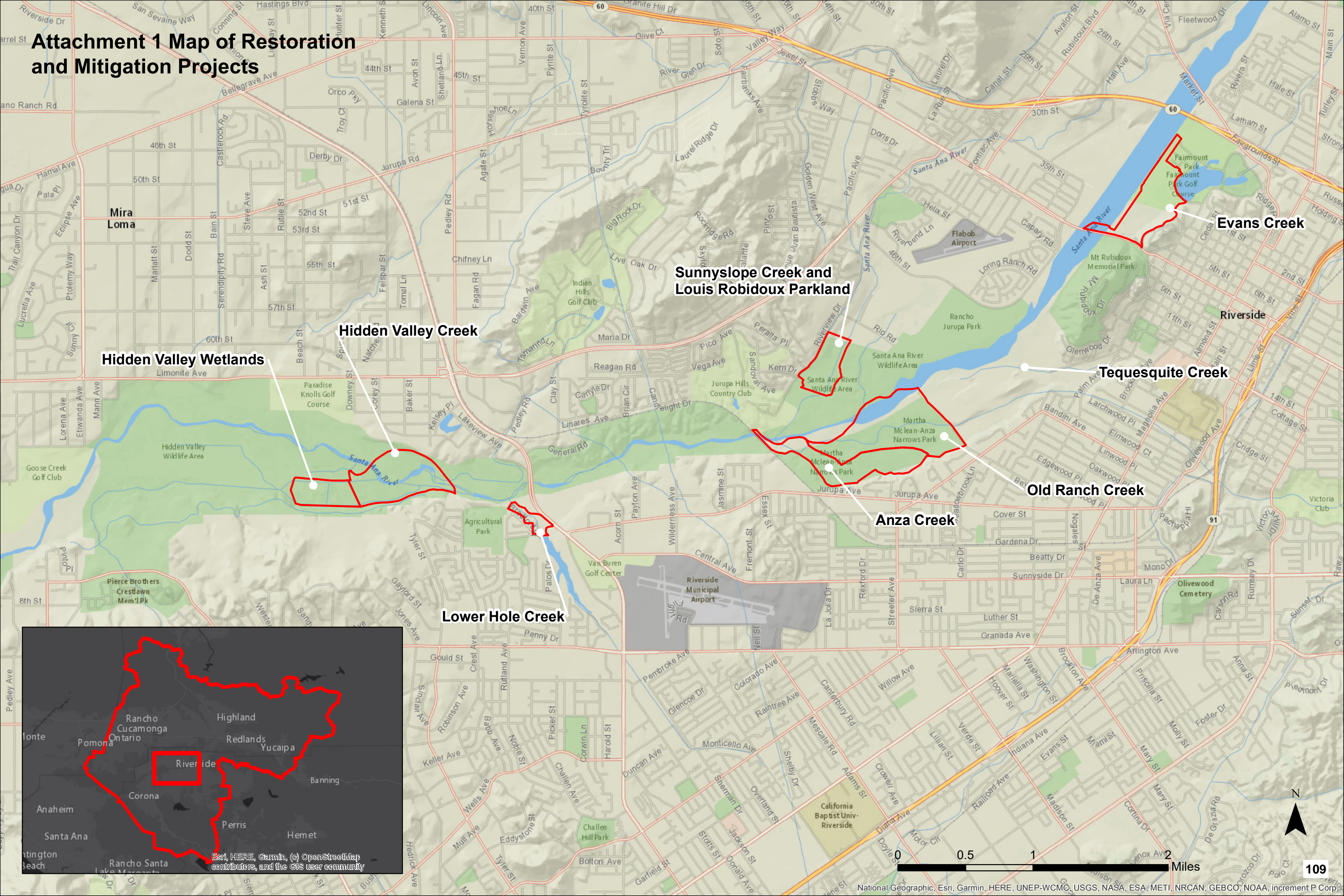
Fiscal Impact

The 3-year total cost of the proposal is \$1,083,000, or \$361,000 annually. This item was budgeted in the Valley District's approved FY 22-23 General Fund Budget under line item 6780 Environmental/HCP Implementation. After applying the Valley District/HCP Partners cost-share split, Valley District's share will be \$433,200 over three years or \$144,400 annually (40%) and the River HCP Partners contributing \$649,800 over three years or \$216,600 annually (60%).

Attachments

- 1) Map of Restoration and Mitigation Projects
- 2) 2021 Encampment Locations
- 3) Photographs
- 4) Cooperative Agreement

Attachment 1 Map of Restoration and Mitigation Projects



Hidden Valley Wetlands

Hidden Valley Creek

Lower Hole Creek

Sunnyslope Creek and Louis Robidoux Parkland

Anza Creek

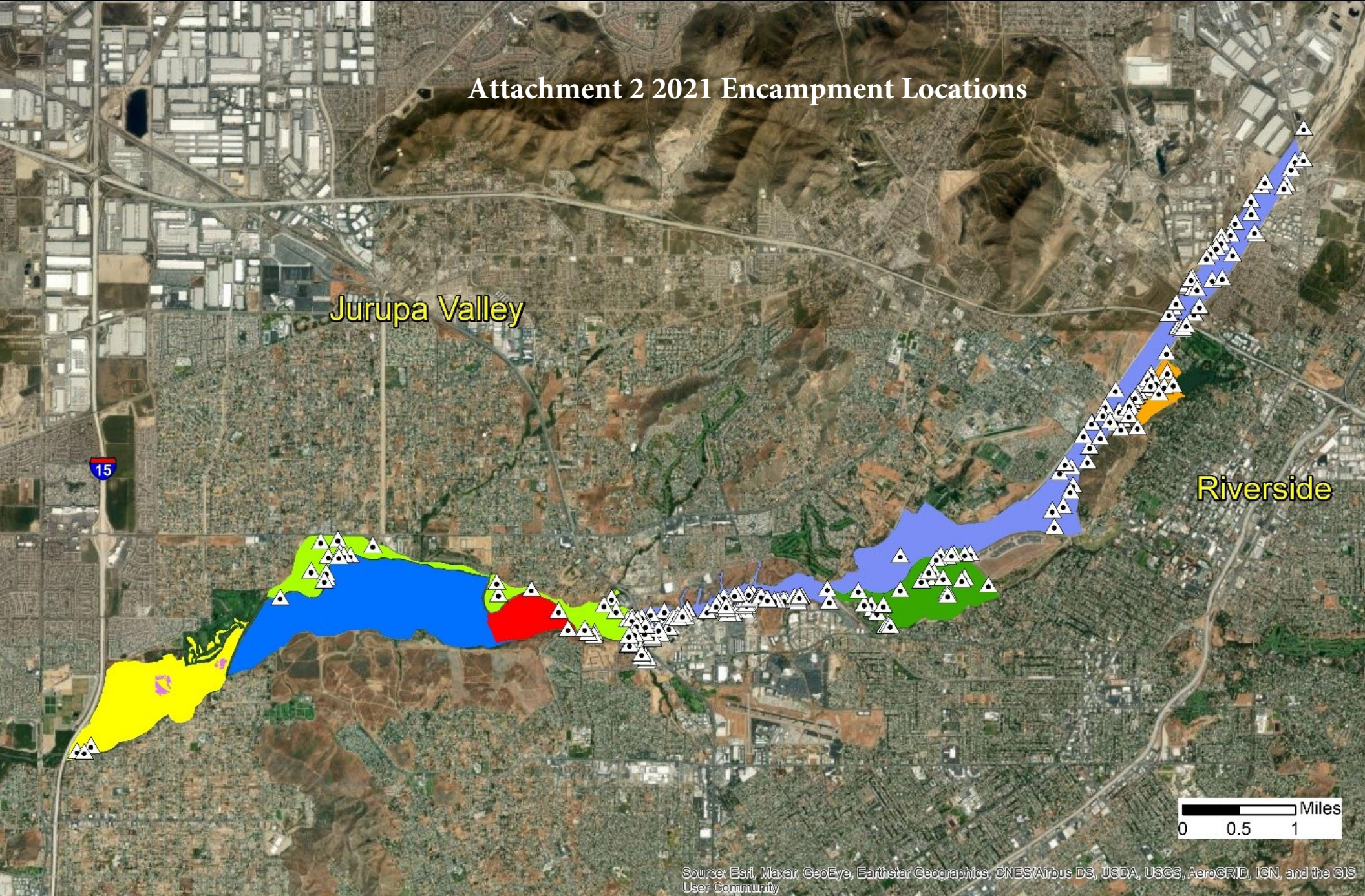
Old Ranch Creek

Tequesquite Creek

Evans Creek



Attachment 2 2021 Encampment Locations




Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- | | | |
|------------------------|-------------------------------------|---|
| 2021 Homeless Camp | Goose Creek | Lower Hole Creek |
| Goose Creek Mitigation | Hidden Valley North | Riverside Ave. to Van Buren Blvd. Non-restoration |
| Anza/Old Ranch Creeks | Hidden Valley South Non-restoration | |
| Evans Lake Drain | Hidden Valley South Restoration | |




 Jurupa Valley Sheriff's Station
14 hrs · 🌐

JURUPA VALLEY S.E.T.

While checking 📍 the Santa Ana River basin near Brown and Holly Street, the Jurupa Valley Special Enforcement Team (SET) contacted a known felon in the area. The individual was found in possession of two AR-15 rifles, 5.5 oz of suspected methamphetamine, a digital scale, 553 rounds of .223 ammunition, three suppressors and a large sum of money 💰 Our SET deputies took the suspect in to custody without incident and he was booked at the Robert Presley Detention Center on drug and weapons charges.


👤👤👤
#greatjob #jvs #jurupavalley #specialenforcementteam



JVS Special Enforcement Team



Attachment 3: Photographs



111

**COOPERATIVE AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR THE HIDDEN VALLEY
WILDLIFE AREA AND TRIBUTARY RESTORATION SITES**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into as of _____, 2022 (“**Effective Date**”), by and between the San Bernardino Valley Municipal Water District, a municipal water district (“**VALLEY DISTRICT**”), and the Riverside County Regional Park & Open-Space District, a *special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3*, (“**RIVCOPARKS**”). RIVCOPARKS and VALLEY DISTRICT are sometimes referred to individually as “**PARTY**” and collectively as “**PARTIES**”.

RECITALS

- A. RIVCOPARKS is a lead agency in enforcement and conservation activities along the Santa Ana River through Riverside County;
- B. VALLEY DISTRICT is creating critical habitat improvements along the Santa Ana River which will require oversight and protection from homeless encampments, dumping, and other unwanted activity;
- C. The PARTIES desire to maintain and expand Riverside County’s reputation as a leader in habitat conservation and restoration; and
- D. The PARTIES seek to cooperate to increase the number of park rangers and operational staff in critical habitat conservation sites related to the Upper Santa Ana River Habitat Conservation Plan, and specifically the Hidden Valley Wildlife Area and Tributary Restoration Sites, depicted in Exhibit A, attached hereto and by this reference incorporated herein (“**PROJECT**”).

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree as follows:

AGREEMENT

1. RIVCOPARKS shall provide administrative, technical, managerial, human resources, and support services necessary and appropriate to develop and implement the PROJECT, including the funding and employment of not less than two (2) park rangers and one half (1/2) of a full-time park maintenance worker position ("**PROJECT STAFF**"), in strict compliance with all applicable federal, state, and local laws and regulations.

2. VALLEY DISTRICT will reimburse RIVCOPARKS in an amount not to exceed Three Hundred Sixty-One Thousand Dollars (\$361,000) ("**Maximum Reimbursement**") for costs reasonably incurred by RIVCOPARKS for the funding and employment of PROJECT STAFF in connection with patrols and maintenance of the PROJECT by the PROJECT STAFF on an annual basis for three (3) years. VALLEY DISTRICT will provide the reimbursement within one (1) year from and after the Effective Date and within one year of the anniversary of the Effective Date for two (2) additional years. Reimbursable costs will include salaries and benefits commensurate with comparable staff employed by RIVCOPARKS, fuel and vehicle maintenance costs reasonably necessary for the PROJECT STAFF to carry out their functions, personal protective equipment, and other costs associated with patrols, cleanup of unauthorized camps, clearing of vegetation, and general upkeep and management of the PROJECT. RIVCOPARKS will submit one or more invoices to VALLEY DISTRICT, not later than sixty (60) days after the first anniversary of the Effective Date, and within sixty (60) days of the anniversary for up to 2 additional years, for all reimbursable costs incurred and for which reimbursement is claimed under this Agreement. VALLEY DISTRICT will pay all undisputed reimbursable costs within thirty (30) days after receipt of any such invoice. RIVCOPARKS acknowledges and agrees that in no event shall PARKS receive or have a claim of any kind for any payment in excess of the Maximum Reimbursement for any costs related to the PROJECT or any PROJECT STAFF under this Agreement.

3. Notwithstanding any provision of this Agreement to the contrary, all PROJECT STAFF shall be employees solely of RIVCOPARKS, and not VALLEY DISTRICT. RIVCOPARKS shall be directly responsible for all salaries, benefits, taxes, and other costs arising out of or related to the employment of all PROJECT STAFF. RIVCOPARKS shall indemnify, defend, and hold harmless VALLEY DISTRICT from

and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including reasonable attorneys' fees (collectively, "**Claims**"), arising out of or related to (i) breach of any warranty or representation made by RIVCOPARKS herein; (ii) breach by RIVCOPARKS of any of its obligations under this Agreement; (iii) acts or omissions of RIVCOPARKS or any of its officers, directors, employees, agents, representatives, affiliates, or independent contractors in the performance of any obligations under this Agreement; or (iv) death, personal injury, bodily injury or property damage caused by RIVCOPARKS or any PROJECT STAFF. RIVCOPARKS indemnification obligations shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement.

4. RIVCOPARKS shall keep and maintain for not less than three (3) years after the last payment received under this Agreement complete and accurate records of all costs associated with the PROJECT and the PROJECT STAFF. Upon reasonable request, RIVCOPARKS shall provide VALLEY DISTRICT with an accounting of all PROJECT and PROJECT STAFF costs, including supporting documentations reasonably requested by VALLEY DISTRICT.

5. The PARTIES hereby acknowledge that RIVCOPARKS shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of VALLEY DISTRICT. RIVCOPARKS acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of the employment of any PROJECT STAFF.

6. This Agreement contains the entire understanding between the PARTIES and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the PARTIES relating to the subject matter of this Agreement that are not fully expressed herein.

7. This Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both PARTIES.

8. Parties may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.

8.1 After receipt of the notice of termination, Parties shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to other Party and deliver in the manner as directed by terminating party any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to a Party.

8.2 After termination, Valley District shall make payment only for RivCoParks performance up to the date of termination in accordance with this Agreement.

9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. Any action taken to enforce this Agreement shall be maintained exclusively in the Superior Court of San Bernardino County, California. The PARTIES expressly consent to the exclusive jurisdiction of said court and agree that said court shall be the proper venue for any such action.

11. Neither PARTY may assign its rights and obligations hereunder, in part or in whole, to any third party without the prior written consent of the other PARTY, which shall not be unreasonably withheld.

12. The RIVCOPARKS Board of Directors authorizes the General Manger or designee to approve and execute changes, approved by RIVCOPARKS Counsel, to the Agreement that include extending the contract for one (1) additional year term as approved in this Agreement. Such changes shall be mutually agreed upon by and between the RIVCOPARKS General Manager or designee and VALLEY DISTRICT and shall be incorporated in written amendments to this Agreement.

13. Any notice to be given or to be served upon either PARTY hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally

delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the PARTY for whom it is intended, at that PARTY'S address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the PARTY for whom it is intended, at that PARTY'S address specified below; or (d) as of the date of electronic mail transmission addressed to the PARTY for whom it is intended, at that PARTY'S electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either PARTY may change the place for the giving of notice to it by thirty (30) days prior written notice to the other PARTY as provided herein.

San Bernardino Valley Municipal Water District
Attn: Heather Dyer, CEO/General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408
E-Mail: heatherd@sbumwd.com

with a copy to:

Varner & Brandt LLP
Attn: Bradley Neufeld
3750 University Avenue, Suite 610
Riverside, CA 92501
E-Mail: bradley.neufeld@varnerbrandt.com

Riverside County Regional Park & Open-Space District
Attn: Planning & Development
4600 Crestmore Road
Jurupa Valley, CA 92509
E-Mail: Parks-Planning@rivco.org

14. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by RIVCOPARKS or VALLEY DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the PARTY that prepared it in its final form.

15. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California

Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1-1633.17) ("**CUETA**") for executing this Agreement. The PARTIES further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Heather P. Dyer
CEO/General Manager

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

By: _____
Kyla Brown
General Manager

ATTEST:

Kecia Harper
Clerk of the Board

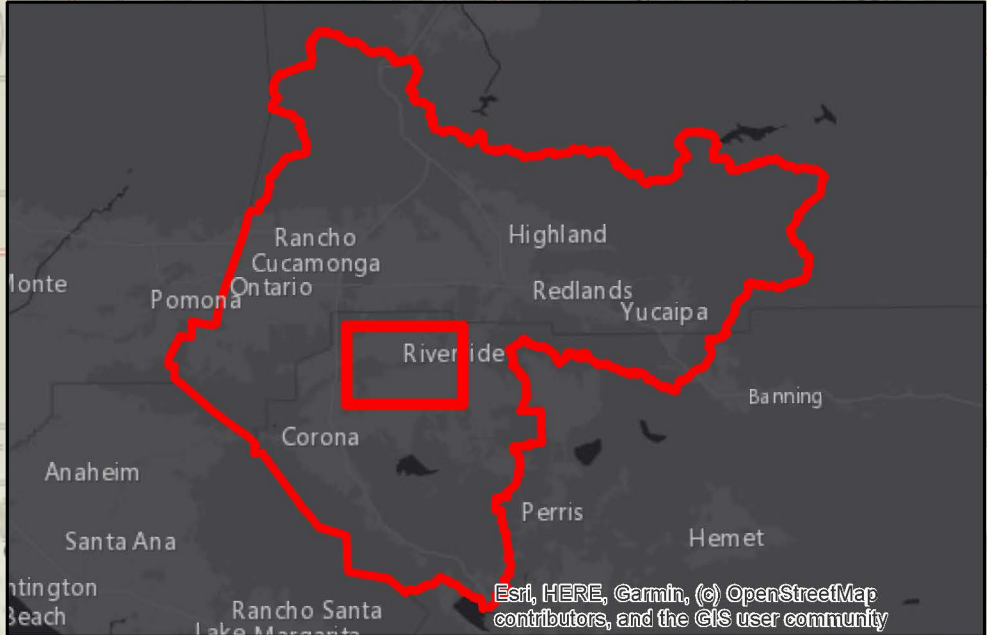
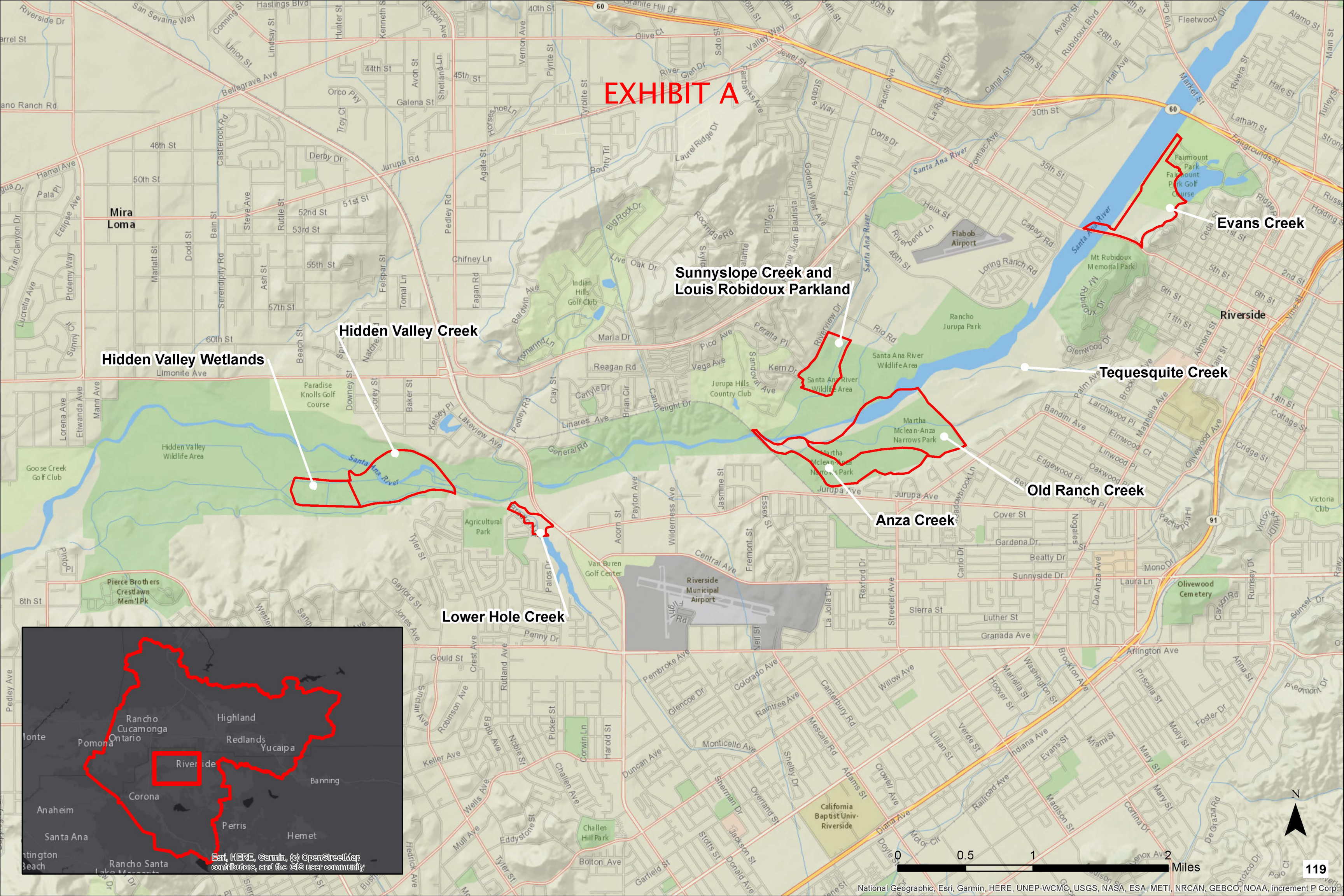
By: _____
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
District Counsel

By: _____
Kristine Valdez
Supervising Deputy District Counsel

EXHIBIT A



Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community





DATE: September 8, 2022

TO: Board of Directors' Workshop - Policy

FROM: Wen Huang, Chief Engineer/Deputy General Manager
Brent Adair, Project Manager II

SUBJECT: Consider Award of Contracts for the SARER 1A Lining Rehabilitation Project

Recommendations:

Forward to the next Board Meeting the following:

1. Award the construction of the Santa Ana River Enhanced Recharge (SARER) 1A Lining Rehabilitation Project to Borden Excavating, Inc. based on the bid amount of \$1,690,670 and authorize the CEO/General Manager to execute the agreement with Borden Excavating, Inc.,
2. Authorize the CEO/General Manager to approve contingent costs of up to ten (10) percent above the contract amount, or \$169,067; and
3. Authorize the CEO/General Manager to contract with professional inspection and material testing firms for the Project up to a budgetary amount of \$50,000 using established selection procedures.

Summary:

The purpose of this memorandum is to summarize the bid results and detail the next steps to award the contracts for construction of the SARER 1A Lining Rehabilitation Project (Project).

Background:

Construction of the SARER 1A Project, which generally includes the modifications to the San Bernardino Valley Water Conservation District's (SBVWCD) Sand Box, a Sedimentation Basin, and the Plunge Pool Pipeline, was completed in late 2018. The general site layout of the SARER Phase 1A Project is attached. Valley District staff along with SBVWCD staff previously conducted startup and flow tests of the new facilities utilizing water released from Seven Oaks Dam. The

basin operated as designed but the water recharge rate in the inlet channel and basin was higher than expected. Additionally, recharged water daylight (flows to the surface) in several adjacent locations. In order to mitigate this issue, a lining system to reduce the percolation was suggested and evaluated. At the conclusion of the evaluation, the Board of Directors approved a professional service contract with GHD at its meeting on June 18, 2019 for design of an impervious liner underneath the newly-constructed inlet channel and sedimentation basin as part of SARER 1A Project.

Following the completion of the design for the Project, Staff advertised the Project for bids in May 2022 and received bids on July 7, 2022. One bid was received at the bid opening from Borden Excavating, Inc. (\$1,690,670). A bid opening report and a comparison summary are attached to this memorandum for review.

Staff and GHD compared the bid with the original engineering estimate and a revised engineering estimate and concluded the bid was reflective of current market conditions. Borden Excavating, Inc. recently completed a small project for the District as part of the Citrus Pump Station construction and is nearing completion of the Waterman Turnout Hydroelectric Project. Based on our experience, Borden Excavating, Inc. was found to be reasonable on construction change orders and willing to work through issues. Staff contacted several references previously and all responses indicated Borden Excavating, Inc. had performed satisfactory work.

Based on our evaluation, Staff concluded that Borden Excavating, Inc. is a responsible and responsive bidder at \$1,690,670 and recommends awarding a construction contract to Borden Excavating, Inc. Additionally, it is recommended that the Board of Directors consider authorizing contingent costs of up to ten (10) percent above the contract amount, or \$169,067. The contingency costs will be used to cover unknown and unforeseen circumstances or improvements (betterments) to the Project during construction. Any approved contingency over the contract amount will be presented and discussed at future Board of Directors' workshops.

To ensure the facilities are constructed in accordance with the design specifications and will function correctly after completion, proper materials testing and inspection during construction is essential. It is anticipated that the construction management and day-to-day inspection for the project will be handled by District staff. However, due to the specialty nature of certain testing and inspections, such as soils testing and concrete sampling, will be contracted with professional firms specialized in certain areas. Staff anticipates that the overall cost for special inspection,

engineering support services and material testing is approximately 3% of the construction cost or approximately \$50,000.

In accordance with the Watermaster Split (72% / 28%), Western Municipal Water District will be responsible for an estimated amount of up to \$534,726 of \$1,909,737 for the construction, contingency and inspection costs related to the Project. The remaining \$1,375,011 will be paid for by Valley District.

District Strategic Plan Application:

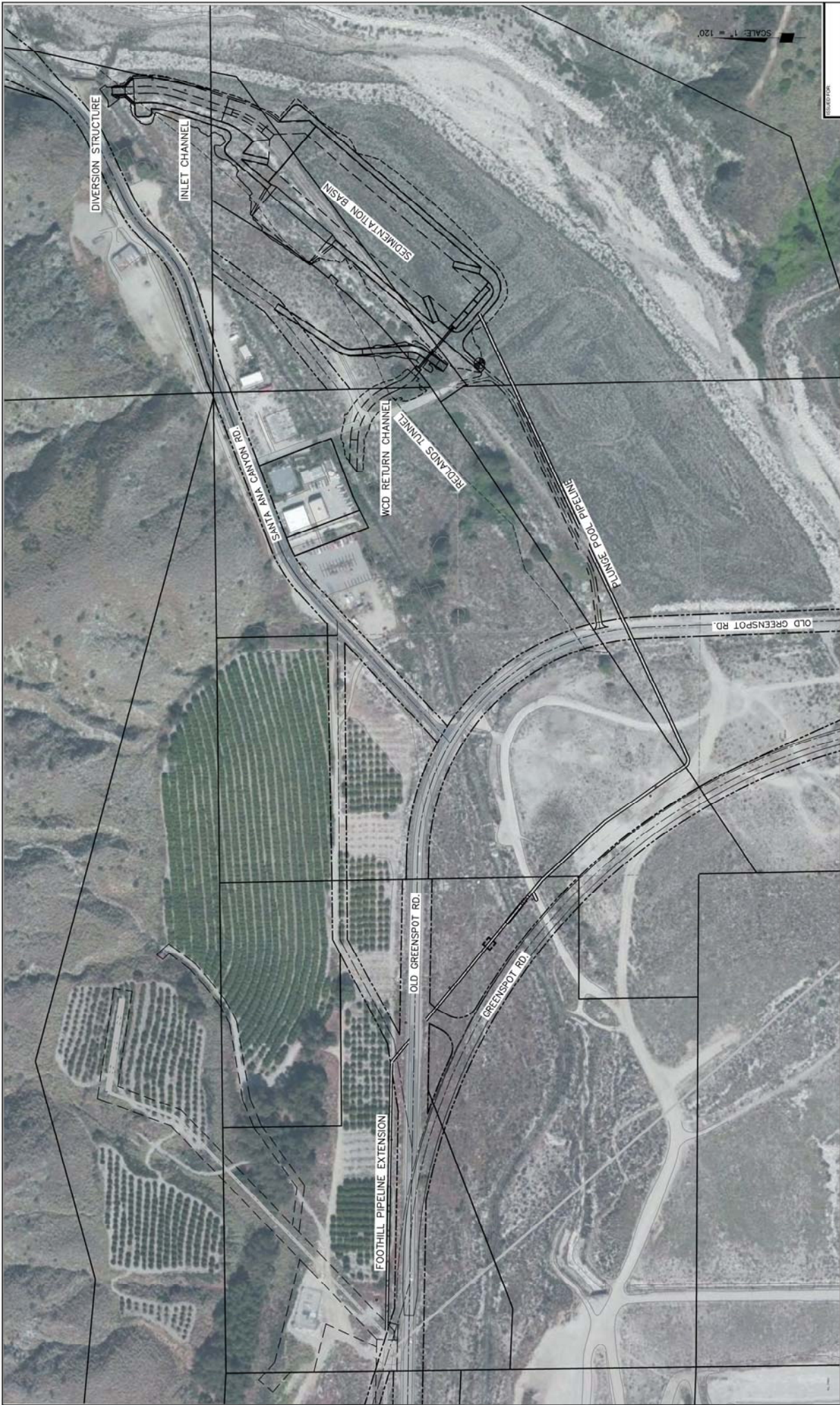
This Project highlights Valley District working collaboratively in implementing projects to address the region's water supply issues (especially in this time of drought), which aligns with the District's mission, vision, and values.

Fiscal Impact:

The total cost of \$1,909,375 for the Project is included in the Fiscal Year 2022-23 General Fund Budget under Line item 6280, Field Improvements and is part of the Water Infrastructure and Innovation Act (WIFIA) program. The fiscal impact of this activity is the District's share of the total, \$1,375,011.

Attachments:

1. General Site Layout of the SARER 1A Project
2. Bid Opening Report and Bid Summary
3. Borden Excavating Bid Package



CONSULTANT:		ENGINEER'S SEAL:		PLANS PREPARED BY:		DATE:	
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT				PROJECT ENGINEER:		DATE:	
DATE: 11/15/15				APPROVED BY:		DATE:	
PROJECT: M.E. LCV				SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT			
JOB NO: 1696							
GENERAL SITE LAYOUT OF THE SARER 11A PROJECT							
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT							
SCALE: 1" = 120'							
JOB NO: 1696							
PROJECT: M.E. LCV							
DATE: 11/15/15							
PROJECT: M.E. LCV							
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT							
GENERAL SITE LAYOUT OF THE SARER 11A PROJECT							
JOB NO: 1696							

SPECIFICATION 22-01 SARER 1A LINING REHABILITATION PROJECT BID OPENING

Date: July 7, 2022

Bid Due By: 10:00AM Bid Opening Time: 10:00 AM

ENGINEER'S ESTIMATE: \$1,200,000

<u>Name of Bidder</u>	<u>Bid Bond</u>	<u>Addenda Acknowledged</u>	<u>Bid Amount</u>
BORDEN EXCAVATING, INC.	<input checked="" type="checkbox"/> Yes or No	NA	\$1,690,670. ⁰⁰
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	
	Yes or No	NA	

Board of Directors and Officers

JUNE HAYES
Division 1

GIL J. BOTELLO
Division 2

SUSAN LONGVILLE
Division 3

T. MILFORD HARRISON
Division 4

PAUL R. KIELHOLD
Division 5

HEATHER P. DYER
General Manager

SBVMWD
 SPECIFICATION 22-01 SARER 1A LINER REHABILITATION PROJECT
 BID OPENING DATE: JULY 7, 2022 10:00AM
 BIDDERS' Bid Schedule - REVIEW - JULY 12, 2022

Bid Item	Description	Estimated Quantity	Units	ENGINEER'S ESTIMATE	REVISED ENGINEER'S ESTIMATE	BORDEN EXCAVATING, INC.	Diff. in Cost from Eng. Esmt.	Diff. in Cost from Rev. Eng. Esmt.
				Total	Total	Total	Total	Total
1	Mobilization/Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 85,570.00	\$ 60,570.00	\$ 60,570.00
2	Verify (E) Elevation	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
3	Install Geosynthetic Clay Liner	1	LS	\$ 211,925.00	\$ 405,120.00	\$ 400,000.00	\$ 188,075.00	\$ (5,120.00)
4	Placed Processed Aggregate Below GCL (AASHTO #3)	1	LS	\$ 57,500.00	\$ 259,600.00	\$ 260,500.00	\$ 203,000.00	\$ 900.00
5	Buffer Haul (AASHTO #3)	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 83,000.00	\$ 60,000.00	\$ 60,000.00
6	Placed Processed Aggregate Above GCL (AASHTO #67)	1	LS	\$ 57,500.00	\$ 259,600.00	\$ 260,500.00	\$ 203,000.00	\$ 900.00
7	Buffer Haul (AASHTO #67)	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 83,000.00	\$ 60,000.00	\$ 60,000.00
8	Remove Native	1	LS	\$ 15,120.00	\$ 15,120.00	\$ 35,000.00	\$ 19,880.00	\$ 19,880.00
9	Place Stockpiled Native	1	LS	\$ 10,200.00	\$ 10,200.00	\$ 38,000.00	\$ 27,800.00	\$ 27,800.00
10	Haul & Dispose Native	1	LS	\$ 16,400.00	\$ 16,400.00	\$ 26,000.00	\$ 9,600.00	\$ 9,600.00
11	Remove RSP - Class: Light	1	LS	\$ 20,200.00	\$ 20,200.00	\$ 68,000.00	\$ 47,800.00	\$ 47,800.00
12	Place Stockpiled & Imported RSP - Class: Light	1	LS	\$ 16,400.00	\$ 16,400.00	\$ 61,000.00	\$ 44,600.00	\$ 44,600.00
13	Import RSP - Class : Light	1	LS			\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
14	Haul Imported RSP - Class Light	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 8,000.00	\$ (1,500.00)	\$ (1,500.00)
15	Remove RSP - Class: 0.25T	1	LS	\$ 16,860.00	\$ 16,860.00	\$ 58,000.00	\$ 41,140.00	\$ 41,140.00
16	Place Stockpiled RSP - Class: 0.25T	1	LS	\$ 13,200.00	\$ 13,200.00	\$ 67,000.00	\$ 53,800.00	\$ 53,800.00
17	Haul & Dispose RSP - Class: 0.25T	1	LS	\$ 6,100.00	\$ 6,100.00	\$ 6,500.00	\$ 400.00	\$ 400.00
18	Place Granular Bentonite	1	LS	\$ 15,691.00	\$ 15,691.00	\$ 10,000.00	\$ (5,691.00)	\$ (5,691.00)
19	Haul Granular Bentonite	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ (900.00)	\$ (900.00)
20	Construct (N) Access Ramps	3	EA	\$ 15,000.00	\$ 15,000.00	\$ 63,000.00	\$ 48,000.00	\$ 48,000.00
21	Protect in Place (Various Items Shown on Plans)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 1,500.00	\$ 1,500.00
22	Remove and Dispose of Concrete Access Ramps	3	EA	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00
23	Remove Engineered Fill	1	LS	\$ 4,040.00	\$ 4,040.00	\$ 6,000.00	\$ 1,960.00	\$ 1,960.00
24	Haul & Dispose Engineered Fill	1	LS	\$ 10,100.00	\$ 10,100.00	\$ 6,000.00	\$ (4,100.00)	\$ (4,100.00)
25	Remove RSP - Class: Backing #1	1	LS	\$ 1,720.00	\$ 1,720.00	\$ 6,000.00	\$ 4,280.00	\$ 4,280.00
26	Haul & Dispose RSP - Class: Backing #1	1	LS	\$ 4,300.00	\$ 4,300.00	\$ 6,000.00	\$ 1,700.00	\$ 1,700.00
27	Remove & Dispose Filter Fabric - Class: 8	1	LS	\$ 163,620.00	\$ 163,620.00	\$ 6,000.00	\$ (157,620.00)	\$ (157,620.00)
28	Install & Maintain Construction Phase Stormwater BMPs	1	LS	\$ 74,320.00	\$ 74,320.00	\$ 9,000.00	\$ (65,320.00)	\$ (65,320.00)
TOTAL BID PRICE				\$ 826,196.00	\$ 1,423,591.00	\$ 1,690,670.00	\$ 864,474.00	\$ 267,079.00

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
SAN BERNARDINO, CALIFORNIA

BID PROPOSAL FORM

SARER 1A LINING REHABILITATION PROJECT

The undersigned submits this Proposal in response to the Notice Inviting Bids issued by the District to construct the Work of the following project in accordance with the Contract Documents:

[Insert Project Name and Specification No.]

A. Enclosed herewith and by this reference incorporated herein and made a part of this Bidder's Proposal are the following completed forms:

- 1. Bid Schedule
- 2. Affidavit of Non-collusion
- 3. Bid Security in the following form (*check one*):
 - Cashier's Check Certified Check Bid Bond
- 4. Designation of Subcontractors
- 5. Bidder's Statement of Qualifications
- 6. Workers' Compensation Insurance Certification

B. Acknowledgment of Addenda. The Bidder acknowledges receipt of following Addenda:

<u>Addendum No.</u>	<u>Description</u>	<u>Date Received</u>
None		

If an Addendum has been issued by the District and not noted above as being received by the Bidder, the Proposal may be rejected.

C. Inspection of the Work and Contract Documents. Bidder certifies that it has carefully examined and is fully familiar with all of the provisions of the bidding documents and said bidding documents contain sufficient detail regarding the Work to be performed; that it has notified District of any errors or omissions in the bidding documents and/or any unusual site conditions; and that it has carefully checked all words, prices, and statements in this Proposal. Bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related drawings and specifications of Work and fully acquainted themselves with all conditions and matters which may in any way affect the Work, time of completion or the costs thereof. Bidder also certifies he/she has observed the designated contractor Work areas and access routes, if disclosed or shown, as part of the Work in this Contract. Bidder agrees that all costs of Work shown in the bidding documents, including work reasonably inferable therefrom and necessary thereto are included in his/her Total Base Bid Price. All Work shown in the bidding documents for which a specific line item is not provided in the Bid Schedule is included in the Total Base Bid Price. Bidder agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in making this Proposal. Bidder agrees and understands that any geotechnical report attached to the Contract Documents is provided for informational purposes only and that Bidder shall not rely upon any such report in preparing his/her Bid.

D. Forfeiture of Bid Security. Bidder further agrees that, in case of his/her default in executing the required Contract and the required bonds, or furnishing the required insurance, the money payable under the Bid Security accompanying this Proposal shall be applied by the District towards payment of the damage to the District on account of such default.

E. Period of Irrevocability. Bidder agrees that this Proposal shall remain open and shall not be withdrawn for a period of not less than ninety (90) calendar days from the date of bid opening, or until rejected by the District, whichever period is shorter.

F. Bid Dispute Indemnification. In the event of a bid dispute based upon the Bidder's submission of this Proposal and the District acceptance of same, the Bidder shall indemnify, defend, and hold harmless at its expense, including the provision of legal counsel, the District, its agents, employees, and officers from liability, claims, demands, damages, and costs if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

I hereby certify under penalty of perjury under the laws of the State of California that the representations made herein are true and correct.

Executed this 5TH day of JULY, 2020 at Calimesa, California
City State

Name of Bidder

Company: Borden Excavating INC


Signed: *Bryce Borden*

Print Name: Bryce Borden Title: Vice President

Address: 1014 2nd St. Calimesa, CA

INCUMBENCY CERTIFICATE

The undersigned hereby certifies to the San Bernardino Valley Municipal Water District that he/she is the duly elected and acting Secretary of Borden Excavating INC (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are the duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names and are authorized to sign this Bid Proposal Form and Bid Schedule.

<u>NAME</u>	<u>OFFICE</u>
Bryce Borden, 	Vice President
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this 5th day of JULY, 2020.


Shaun Borden
Secretary

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
SAN BERNARDINO, CALIFORNIA**

BID SCHEDULE

SARER 1A LINING REHABILITATION PROJECT

NAME OF BIDDER: Borden Excavating INC

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all Addenda, if any, for the following Project:

SARER 1A LINING REHABILITATION PROJECT, SPECIFICATION NO. 22-01

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BID ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM COST
1	Mobilization/Demobilization	LS	1	85,570.00	85,570.00
2	Verify (E) Elevation	EA	1	10,000.00	10,000.00
3	Install Geosynthetic Clay Liner	LS	1	400,000.00	400,000.00
4	Place processed aggregate buffer below GCL (AASHTO #3)	LS	1	260,500.00	260,500.00
5	Buffer Haul (AASHTO #3)	LS	1	83,000.00	83,000.00
6	Place processed aggregate buffer above GCL (AASHTO #67)	LS	1	260,500.00	260,500.00
7	Buffer Haul (AASHTO #67)	LS	1	83,000.00	83,000.00
8	Remove Native	LS	1	35,000.00	35,000.00

BID ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM COST
9	Place stockpiled Native	LS	1	38,000.00	38,000.00
10	Haul & Dispose Native	LS	1	26,000.00	26,000.00
11	Remove RSP - Class: Light	LS	1	68,000.00	68,000.00
12	Place stockpiled & imported RSP - Class: Light	LS	1	61,000.00	61,000.00
13	Import RSP - Class: Light	LS	1	7,000.00	7,000.00
14	Haul Imported RSP - Class: Light	LS	1	8,000.00	8,000.00
15	Remove RSP - Class: 0.25T	LS	1	58,000.00	58,000.00
16	Place stockpiled RSP - Class: 0.25T	LS	1	67,000.00	67,000.00
17	Haul & Dispose RSP - Class: 0.25T	LS	1	6,500.00	6,500.00
18	Place Granular Bentonite	LS	1	10,000.00	10,000.00
19	Haul Granular Bentonite	LS	1	100.00	100.00
20	Construct (N) Access Ramps	EA	3	21,000.00	63,000.00
21	Protect in Place (Various items as shown on plans)	LS	1	6,500.00	6,500.00
22	Remove and Dispose of Concrete Access Ramps	EA	3	5,000.00	15,000.00
23	Remove Engineered Fill	LS	1	6,000.00	6,000.00

BID ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM COST
24	Haul & Dispose Engineered Fill	LS	1	6000.00	6,000.00
25	Remove RSP - Class: Backing #1	LS	1	6000.00	6,000.00
26	Haul & Dispose RSP - Class: Backing #1	LS	1	6000.00	6,000.00
27	Remove & Dispose Filter Fabric - Class: 8	LS	1	6000.00	6,000.00
28	Install & Maintain Construction Phase Stormwater BMPS	LS	1	9,000.00	9,000.00

In case of a discrepancy between the actual total item cost and the total bid price, then the actual mathematical total of the item costs shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Said unit price shall be utilized as the basis for determining whether the bidder is responsive and responsible. Final payment shall be determined by the Engineer from measured quantities of Work performed based on the unit price.


TOTAL BID PRICE:
\$ 1,690,670.00
 Total Bid Price in Numbers

The District will award the Contract based on the lowest base bid without consideration of the prices on the additive or deductive alternate items. However, the District may choose to include one or more of the Alternate Bids in the Project at any time. If any of the Alternate Bids are selected by the District, the resulting amount shall be added to or deducted (please check the appropriate box) from Total Bid Price for the Project.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Notice to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder: Borden Excavating INC
Signature: 
Name and Title: Bryce Borden, VP
Dated: 07/05/22

[END OF DOCUMENT]

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
SAN BERNARDINO, CALIFORNIA

BIDDER'S STATEMENT OF QUALIFICATIONS

SARER 1A LINING REHABILITATION PROJECT

(Bidder should attach and properly designate additional pages as necessary)

BIDDER CERTIFIES THAT THE FOLLOWING INFORMATION IS TRUE AND CORRECT:

Bidder's Name: Borden Excavating INC

Business Address: 1014 2nd St. Calimesa, CA

Telephone Number: 909-795-5410 Fax Number: 909-795-5354

State Contractors License No. and Class: 741879 A

Original Date Issued: 10/28/1997

Expiration Date: 06/23

A. ORGANIZATION

1. How many years has your organization been in business as a contractor?

25

2. How many years has your organization been in business under its present name?

25

- 2.1 Under what other names has your organization operated?

none

3. If your organization is a corporation or a limited liability company, answer the following:

3.1 Date of incorporation/organization: 10/28/1997

3.2 State of incorporation/organization: California

3.3 Corporate ID number: 80-0546383

3.4 Name of President or Manager(s): Shaun Borden

4. If your organization is a partnership, answer the following:

4.1 Date of organization/formation: N/A

4.2 Type of partnership (if applicable): _____

4.3 Name(s) of general partner(s): _____

4.4 List all states in which you are registered and state ID numbers for each:

5. If your organization is individually owned, answer the following:

5.1 Date of organization: N/A

5.2 Name of owner: _____

6. If the form of your organization is other than those listed above, describe it and name the principals:

B. FINANCIAL INFORMATION

1. List trade references:

Core & Main

Western Water Works

Ferguson

Western Rentals

2. List bank references including bank name and address:

Chase Bank, 1195 Calimesa Blvd., Calimesa, CA 92320

909-446-0208

3. Has any principal having an interest in this proposal ever been the subject of any voluntary or involuntary bankruptcy filing? If your answer is "Yes", please explain and provide case number, date of filing, and current status of bankruptcy action.

No

4. Are there any judgments, arbitration proceedings or lawsuits pending or outstanding against your organization or its officers? If your answer is "Yes", please explain and include the date of filing, the amount of any judgment/award, the name of any adverse party, and the current status.

No

C. LICENSING

1. List jurisdictions in which your organization is legally qualified to do business, indicate registration or license numbers, and category of license, if applicable.

California 741879 Class A

2. List any licensing suspensions and/or violations assessed against your organization within the past five years.

none

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS

1. List major construction projects your organization currently has in progress, giving the name of the project, owner, contract amount, percent complete and scheduled completion.

Project	Owner	Contract Amount	Percent Complete	Complete Date
3rd Street, Buena Mesa Drive, and Calimesa Boulevard 24" Recycled Water Pipeline	YVWD	4,047,174.00	15%	11/01/2022
2021 CIP Water Pipeline	City of Redlands	3,555,000.00	90%	08/15/2022

Project	Owner	Contract Amount	Percent Complete	Complete Date
Waterman Hydroelectric Project	SBVMWD	2,252,500.00	99%	TBD

2. List the ten most recent projects your organization has completed within the past five years, giving the name of project, owner, contract amount, period of performance and cost of the work. Please include those projects which are similar enough to demonstrate bidder's capability to perform required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
JCSD	5,000 LF of 8" & 12" Water	2022	1,819,828.10
Indio Water	3,700 LF of 18" Water	2022	1,308,000.00
DWA	10,000 LF of 8" Water	2021	1,792,960.0
City of Big Bear Department of Water & Power	6,000 LF of 12" Water	2021	2,673,478.00
Norco	4,000 LF of 12" Waterline	2021	672,000.00
YVWD	1,700 LF of 16-Inch Waterline	2021	477,477.00
Indio Water	18 ea Fire Hydrants	2021	262,023
Annual Waterline Replacement	9,000 LF of 8-inch water	2021	1,727,272.00
City of Big Bear Department of Water & Power	16,000 LF of 8-inch water	2020	5,918,676.67
City of Redlands	60,000 LF of 8-inch water, 700 water services, 100 Fire Hydrants & paving	2020	9,943,351.17

3. List a client reference for each of the projects listed in response to Item No. 2 above.

Project Client	Name of Reference	Email Address	Telephone No.
City of Redlands	Goutam K. Dobey	gdobey@cityofredlands.org	909-798-7584
JCSD	Kieth Backus	kbackus@jcsd.us	951-332-6464
DWA	Sarah Rapolla	Sarah@dwa.org	760-323-4971
Indio Water	Miguel Pena	mpena@indio.org	760-625-1852
YVWD	Pat Watson	pwatson@kriegerandstewart.com	951-684-6900
San Bernardino Valley Municipal Water District	Aaron Jones	aaronj@sbumwd.com	909-387-9254

4. State average annual amount of construction work performed during the past five years:

12,000,000.00

5. Personnel:

The Bidder shall identify the key personnel to be assigned to this Project in a management, construction supervision or engineering capacity. (Attach additional sheets, if necessary.)

5.1 List each person's job title, name and percent of time to be allocated to this Project:

James Borden Superintendent 100%

Bryce Borden Project Manager 100%

5.2 Summarize each person's specialized education:

James Borden, has over 30 years experience in water & sewer construction with the vast major in pump & lift stations, water & sewer treatment plants & large diameter pipelines.

Bryce Borden, 5 Years in construction management

5.3 List each person's years of construction experience relevant to the Project:

James Borden-30 years

Bryce Borden- 8 Years

5.4 Summarize such experience:

James Borden, has over 30 years experience in water & sewer construction with the vast majority in pump & lift stations, water & sewer treatment plants & large diameter pipelines.

Bryce Borden, 5 Years in construction management

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District. The Bidder shall identify the key personnel to be assigned to this Project in a management, construction supervision or engineering capacity:

Project Manager: Bryce Borden

Project Superintendent: James Borden

Project Foreman: James Borden

E. CLAIMS AND SUITS

1. Has your organization ever failed to complete any Work awarded to it? If your answer is "Yes", please explain.

No

2. Has your organization ever been debarred from bidding on any public work of improvement by any state, county or local government agencies? If your answer is "Yes", please explain.

No

3. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? If your answer is "Yes", please explain and identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

No

4. Has your organization ever been assessed liquidated damages on any public work of improvement? If your answer is "Yes", please explain.

No

5. Has your organization filed any lawsuits or requested arbitration against a public owner with regard to construction within the last five (5) years? If your answer is "Yes", please explain.

No

6. Have you or, if bidder is a corporation, any principal of the corporation ever been convicted of a felony? If your answer is "Yes", please explain the details of that conviction and, if so, whether you or said officer have served his/her sentence.

No

7. Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If your answer is "Yes", please explain.

No

8. Has any governmental agency ever submitted a complaint against you to the California State Labor Commission for failure to submit certified payrolls? If your answer is "Yes", please provide the details of such complaint.

No

9. Within the last five years, has any officer or principal of your organization ever been an officer of another organization when it failed to complete a construction contract? If your answer is "Yes", please explain.

No

10. At any time during the past five years, has any surety company made any payments on your firm's behalf, as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? If "yes," please explain each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the nature of any resolution and the amount, if any, at which the claim was resolved.

No

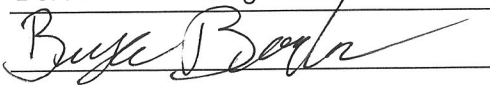
11. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? If your answer is "Yes", please explain and name the insurance carrier, the form of insurance, and the year of refusal.

No

Additional Bidder's Statement:

If the Bidder believes that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: Borden Excavating INC
 Signature: 
 Name and Title: Bryce Borden, VP
 Dated: 07/05/22

James Borden

QUESTIONNAIRE REGARDING BIDDERS

Number of years and months engaged in the contracting business under present business name.

List of last three Contracts performed which show experience in Work of a nature similar to that covered in this proposal. If none, so indicate.

<u>Year</u>	<u>Type of Work</u>	<u>Contract Amount</u>	<u>Location</u>	<u>For Whom Performed</u>
<u>See attached</u>				

Because this project is Federally funded, it is necessary to obtain information concerning minority group participation for statistical purposes so that the Department of Housing and Urban Development may determine the degree to which its programs are being utilized by minority Contractors.

A minority enterprise is defined by the Federal Government as a business that is 50% or more minority-owned.

Please check applicable box concerning the ownership of your business:

- (1) American Indian or Alaska Native
- (2) Asian or Pacific Islander
- (3) Black
- (4) Hispanic
- (5) White
- (6) Female
- (7) Other (Specify)

State of California Contractor's License No. 741879

Contractor's License expiration date 06/23

Return With Bid Proposal

BID BOND

(Not necessary when cash, certified or cashier's check accompanies Bid)

KNOW ALL MEN BY THESE PRESENT,

That we, Borden Excavating, Inc., the undersigned Bidder, as Principal and U.S. Specialty Insurance Company, as Surety, our respective heirs, executors, administrators, successors and assigns, are jointly and severally and firmly bound, unto the **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT** (hereinafter "Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid for the SARER 1A LINING REHABILITATION Project and the Bid must be accompanied by bid security.

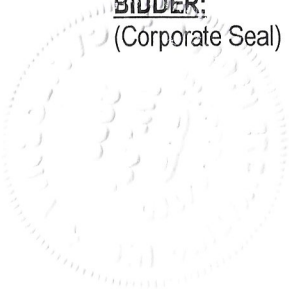
WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of \$ Ten Percent of the Total Bid Amount representing ten percent (10%) of the total amount of the Bid on the base contract work submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal does not withdraw its Bid within the period specified in the Contract Documents, and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents, then this obligation shall be null and void and of no effect. Otherwise, this bond will remain in full force and effect.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees and costs.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 24th day of June, 2022 by their duly authorized agents or representatives

BIDDER:
(Corporate Seal)



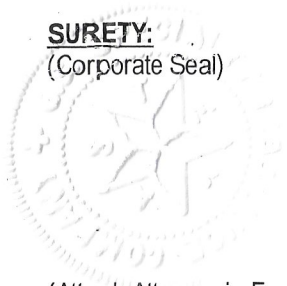
Borden Excavating, Inc.
(Principal's Name)

By: Bryce Borden
(Signature)

Bryce Borden, VP
(Typed or Printed Name and Title)

1014 2nd Street, Calimesa, CA 92320
(Address)

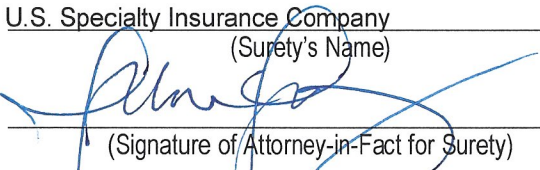
[CONTINUED ON NEXT PAGE]



SURETY:
(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

U.S. Specialty Insurance Company
(Surety's Name)

By: 
(Signature of Attorney-in-Fact for Surety)

Irene Luong, Attorney-in-Fact
(Typed or Printed Name)

801 South Figueroa Street, Suite 700, Los Angeles, CA 90017
(Address of Surety's Office where Bond is issued)

(713) 462-1000
(Area Code and Telephone Number of Surety)

**NOTARIAL CERTIFICATION OF ATTORNEY IN FACT, CORPORATION SEAL
AND SURETY SEAL MUST BE ATTACHED**

ACKNOWLEDGMENT OF BID BOND

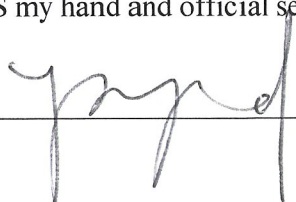
State of California

County of Riverside)

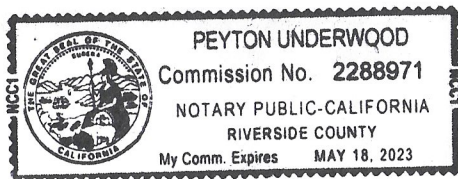
On July 5, 2022 before me, Peyton Underwood, notary personally appeared Bryce Borden, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/ executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT OF ATTORNEY IN FACT

BID BOND

See Attached

State of California

County of _____)

On _____ before me, _____
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they/ executed the same in his/her/their
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On JUN 24 2022 before me, Christine Hoang, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

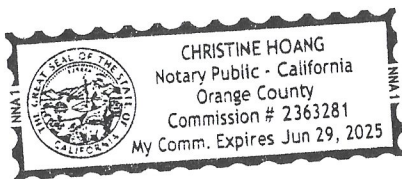
personally appeared Irene Luong
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Christine Hoang



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

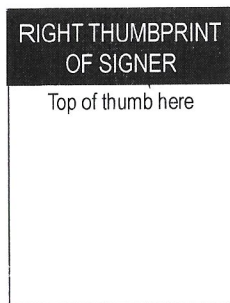
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

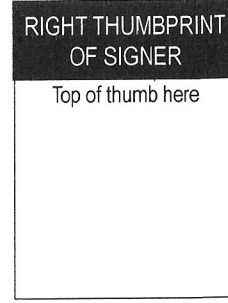
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, Emilie George, Christine Hoang,
Danielle Hanson or P. Austin Neff of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (***\$15,000,000.00***) . This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

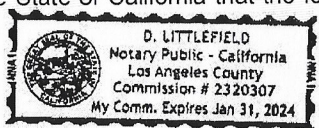
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

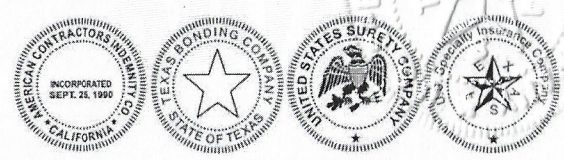
Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of June, 2022.

Corporate Seals
Bond No. N/A
Agency No. 7715



[Signature]
Kio Lo, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 07984
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

U.S. Specialty Insurance Company

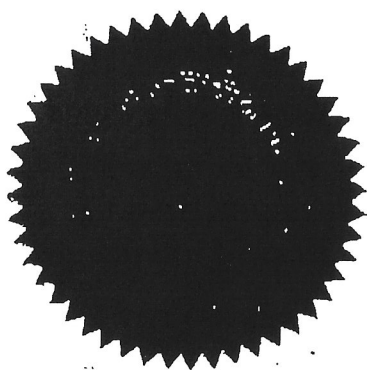
of Houston, Texas, organized under the
laws of Texas, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Liability,
Workers' Compensation, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 29th
day of December, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
29th day of December, 2004.



By

John Garamendi
Insurance Commissioner

Victoria A. Stuber
for Ida Zedrow Deputy
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
SAN BERNARDINO, CALIFORNIA**

DESIGNATION OF SUBCONTRACTORS

SARER 1A LINING REHABILITATION PROJECT

NAME OF BIDDER Borden Excavating INC

Each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work of improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work of improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the Contractor's total bid.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his/her bid.
3. If the Contractor fails to specify a subcontractor, or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, then he/she agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of Contract, the Contractor subcontracts any such portion of the Work, the Contractor shall be subject to the statutory penalties.
4. All subcontractors (of any tier) performing any portion of the work or labor or rendering services to the contractor must comply with Labor Code Sections 1771.1 and 1725.5, must be properly registered with the California Department of Industrial Relations, and must be qualified to perform public works pursuant to Labor Code Section 1725.5 throughout the duration of the Project.

Please type or legibly print (attach additional sheets as necessary).

Bid Item No.	Subcontractor	Business Address	License Number	Trade	Estimated \$ Amount	DIR Registration Number*
4-17, 20-28	Jeremy Harris Construction, Inc.	3921 Alamo Street Riverside, CA	924979 A	Earthwork		

Name of Bidder: Borden Excavating INC
Signature: *Bryce Borden*
Name and Title: Bryce Borden, VP
Dated: 07/05/22

[CONTINUED ON NEXT PAGE]

DESIGNATION OF SUBCONTRACTORS

The Contractor shall not:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the District may consent to the substitution of another person as subcontractor:
 - 1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such Contractor's written bid, is presented to him/her by the Contractor, or
 - 2. When the listed subcontractor becomes bankrupt or insolvent, or
 - 3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
 - 4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor, or
 - 5. When the Contractor demonstrates to the District that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
 - 6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
 - 7. When the District determines that the Work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the Plans and Specifications, or that the subcontractor is substantially delaying or disrupting the progress of the Work.
 - 8. When the listed subcontractor is not properly registered under Labor Code Section 1771.1.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the District.
- C. Other than in the performance of "change orders", cause changes or deviations from the original Contract, sublet or subcontract any portion of the Work in excess of one-half of one percent of the Contractor's total bid as to which his/her original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the District will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five (5) working days within which to transmit to the District written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the District will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the District on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two (2) working days after the time of the bid opening by the District, give written notice to the District and copies of such notice to both the subcontractor he/she claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the District may exercise the option, in its own discretion, of (1) canceling the Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the Contract is awarded.

[END OF DOCUMENT]

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
SAN BERNARDINO, CALIFORNIA

CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

SARER 1A LINING REHABILITATION PROJECT

STATE OF CALIFORNIA)

COUNTY OF Riverside)

Bryce Borden being first duly sworn deposes and says:

1. That he/she is the VP President (Title of officer if a corporation, sole owner, Partner, or other proper title) of Borden Excavating Inc, (hereinafter called "Contractor") who has submitted to the San Bernardino Valley Municipal Water District a Bid Proposal for the construction of [Insert Project Name].
2. That said Bid Proposal is genuine; that the same is not sham; that all statements of fact therein are true.
3. That said Proposal is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.
4. That Contractor did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of Contractor or of anyone else, or to raise or fix any overhead profit, or cost element of Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the San Bernardino Valley Municipal Water District, or of any other bidder, or anyone else interested in the proposed Contract.
5. That the Contractor has not in any manner sought by collusion to secure for himself an advantage over any other bidders or induce action prejudicial to the interests of the San Bernardino Valley Municipal Water District or of any other bidder, or anyone else interested in the proposed Contract.
6. That the Contractor has not accepted any bid from any subcontractor or material supplier through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material supplier, which is not processed through said bid depository, or which prevent any subcontractor or material supplier from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository.

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the San Bernardino Valley Municipal Water District, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

Dated this 5th day of July at Calimesa, California
Month/Year City State

Borden Excavating INC
Contractor
Bryce Borden, VP
Title Bryce Borden

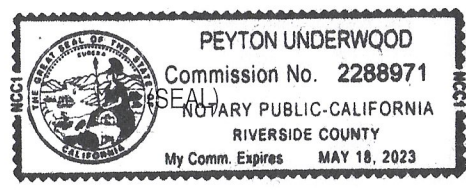
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 5th day of July, 20 22, by Bryce Borden, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Peyton Underwood, notary
Notary Public in and for said County and State

Peyton Underwood



[END OF DOCUMENT]

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
SAN BERNARDINO, CALIFORNIA

WORKERS' COMPENSATION INSURANCE CERTIFICATION

SARER 1A LINING REHABILITATION PROJECT

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Name of Bidder: Borden Excavating INC
Signature: *Bryce Borden*
Name and Title: Bryce Borden, VP
Dated: 07/05/22

[END OF DOCUMENT]

**CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Labor Code section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, be listed in a bid proposal, or engage in the performance of any defined public work contract.

I, Bryce Borden, Vice President certify that
(Name) (Title)
Borden Excavating INC is currently registered with the Department of
(Contractor Name)

Industrial Relations (DIR):

Contractor's DIR Registration Number: 1000001975

Expiration date: 06/23

Contractor further acknowledges that:

1. Contractor shall maintain DIR registered status for the duration of the project without a lapse in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project either at the time of bid or within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered subcontractor if listed subcontractor is unable to perform the work.

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

Bryce Borden
 Signature

07/05/22
 Date

Project Name	Project Description	Contract Amount	Location	Contact	Owner
Annual Waterline Replacement	550 LF of 12-inch CML/CMC waterline, 7,368 LF of 8-inch PVC, all connections to existing waterlines, all appurtenances, and all associated paving, trenching, and surface restoration: abandonment of existing waterlines, reconstruct/reconnect water laterals	\$1,919,224.33	Jurupa	Keith D. Backus	Jurupa Community Services District
2019 Valley Sanitary On-call	200 LF MISC Point Repairs	\$306,516.56	Indio	Ronald Buchwald	Valley Sanitary District
7th Street Trench Repair	Emergency repair of settling streets	\$304,110.50	Yucaipa	Lorrie Hutchison	City of Yucaipa
Storm Channel Repair	Emergency repair of sewer line crossing channel	\$3,182.90	Indio	Mario A. Camacho, P.E.	Indio Water Authority
2018-2019 Replacement Pipeline	16,870 LF of 8-inch and 12-inch DIP and Appurtenances.	\$3,090,079.00	Palm Springs	Maya Zelaya	Desert Water Authority
Wildwood Sewer Improvements	1,500 LF of 10-inch VCP Sewer line with Pre-cast manholes & pavement repair	\$408,023.00	Yucaipa	Brent Anton	Yucaipa Valley Water District
Rebecca Road	100 LF of 24-inch Storm Drain	\$7,680.00	Yucaipa	Erik Simmons	Three Peaks Corp
2019 CIP Water Pipeline Replacement	60,000 LF of 8-inch water	\$9,943,351.17	Redlands	Goutam K. Dobey, P.E.	City of Redlands

Project Name	Project Description	Contract Amount	Location	Contact	Owner
Waterman Hydroelectric Project	Construct a 1 MW hydroelectric powerhouse including; concrete foundations/vaults/structures, influent lines, tailrace, piping, valves, and appurtenances, installation of owner supplied turbine and generator equipment and electrical equipment and controls. The scope of work also includes modifications to, and rehabilitation of, existing valve and metering structures on the Waterman Turnout and Line Valve #2 sites.	\$2,823,854.76	San Bernardino	Brent Adair	San Bernardino Valley Municipal Water District
Norco Hillside Ave & Winchester Drive Waterline Project	4,000 LF of 12" Waterline	\$666,660.65	Norco	Sam Nelson	City of Norco
Big Bear 2018 USDA Pipeline Phase III	6,500 LF of 12-Inch Waterline & Pavement Replacement	\$2,673,478.73	Big Bear Lake	Reggie Lamson	Department of Water & Power
Crafton Emergency	8" Waterline repair	\$27,182.34	Yucaipa	Peter Kupelian	San Bernardino Community College
City of Yucaipa Emergency	Site Work	\$4,015.32	Yucaipa	Lorrie Hutchison	City of Yucaipa
DWA 2020/2021 Replacement Pipelines	10,000 LF of 8-inch and 12-Inch DIP and Appurtenances.	\$1,792,960.00	Palm Springs	Maya Zelaya	Desert Water Authority
Miles Avenue Water Improvements	3,700 LF of 18" Waterline	\$1,308,000.00	Indio	Mario A. Camacho, P.E.	Indio Water Authority
2020 Valley Sanitary On-call	Borden Excavating, Inc. is the District's emergency repair contractor 2010 to present.	\$15,054.50	Indio	Ronald Buchwald	Valley Sanitary District
Crafton BL 17 Waterman Repair	8-Inch Waterline & Pavement Replacement	\$85,184.57	Yucaipa	Peter Kupelian	San Bernardino Community College

Project Name	Project Description	Contract Amount	Location	Contact	Owner
Annual Waterline Replacement Regan Road Area (C 215083)	5,000 LF of 8 & 12-Inch waterline replacement, 159 EA of 1" water services	\$1,842,292.00	Jurupa	Keith D. Backus	Jurupa Community Services District
Big Bear Moonridge 8-Inch Water Main Extension	8-Inch Waterline & Pavement Replacement	\$256,328.04	Big Bear Lake	Reggie Lamson	Department of Water & Power
Calimesa Boulevard 24" Recycled Water Pipeline	12,000 LF of 24" Waterline	\$4,047,174.00	Calimesa	Dustin Hochreiter	Yucaipa Valley Water District
2021 CIP Water Pipeline Replacement	20,000 LF of 8-inch water	\$3,555,000.00	Redlands	Goutam K. Dobey, P.E.	City of Redlands



DATE: September 8, 2022
TO: Board of Directors Workshop – Policy
FROM: Kristeen Farlow, Strategic Communications Manager
SUBJECT: Report: State and Federal Legislative Update

Staff Recommendation

Receive and file.

Summary

Staff is providing the Board of Directors with an update on current significant legislation from the state and federal legislatures.

Background

Each month, staff provides the Board of Directors with a summary of State and Federal Legislative highlights. This information is provided by the District's lobbying firms and supplemented by District Staff. The Gualco Group, Inc., is the District's State lobbyist in Sacramento; Innovative Federal Strategies is the District's Federal lobbyist in Washington D.C. This month, Jack Gualco, from the Gualco Group, will participate in the workshop to provide an update on the state legislative process.

State Legislative Update

All bills that have made it through both houses are now in front of the Governor to either sign or veto by September 30. All bills that are enacted by October 2 will take effect January 1, 2023.

The legislature formally adjourns the 2021-22 legislative session on November 30; the 2023-24 Regular Session convenes on December 5 for organizing.

Bills of interest that the District is tracking:

- AB 2142 (Gabriel): Income tax exclusions for turf replacement. This bill is sponsored by the Association of California Water Agencies. This bill is on the Governor's desk for consideration.
- AB 2449 (Blanca Rubio): Open meetings: local agencies: teleconferences. Revises existing law to authorize members of a legislative body of a local agency to meet via teleconferencing without noticing their teleconference locations and making them publicly accessible, until January 1, 2026. This bill is sponsored by Three Valleys Municipal Water District. AB 2449 is on the Governor's desk for signature. The District signed onto a letter of support (attached) encouraging the Governor's signature.
- SB 230 (Portantino): State Water Resources Control Board and Constituents of Emergency Concern in Drinking Water program. This bill would require the State Board to establish, maintain, and direct a dedicated Constituents of Emerging Concern Program to assess information received, and recommend areas for further study. This bill is sponsored by the Metropolitan Water District of Southern California. This bill is currently on the Assembly Floor and will be heard the week of August 29.
- SB 852 (Dodd): Climate resilience districts: formation: funding mechanisms. Allows cities and counties (and special districts) to create climate resilience districts (districts) and provides these districts with various financing powers. This bill is on the Governor's desk for consideration.
- SB 1020 (Laird): Clean Energy, Jobs, and Affordability Act of 2022. This bill establishes interim targets to reach SB 100 clean energy goals and requires state agencies to purchase 100% zero carbon electricity by 2030. Amendments were made to SB 1020 to the point that the State Water Contractors have removed their opposition. This bill is expected to be submitted to the Governor for signature.
- SB 1157 (Hertzberg): Urban Water Use Objectives. This bill would change the standards for indoor residential water use beginning 2025 to 47 gpcd and beginning 2030 to 42 gpcd. This bill has received amendments which make it more amenable to water agencies and associations, however the Association of California Water Agencies (ACWA) maintains an Oppose Unless Amended position.

On August 11, Governor Newsom announced California's latest actions to increase the State's water supply and adapt to more extreme weather patterns caused by climate change. Of particular interest to the District were a number of items the Governor identified as priorities.

These include:

- Identify and build recycled water projects.
- Expand above and below ground water storage.

- Develop short-term efficiency-based conservation targets for urban retail water suppliers based on their unique characteristics, including climate zone, water demand, residential landscape area, and population.
- Improve the flexibility to move water throughout the State.

Federal Legislative Update

On August 16, President Biden signed the Inflation Reduction Act of 2022, which includes tax, climate, and health provisions. This bill includes approximately \$374 billion in energy and climate-related provisions including tax incentives for green energy projects, and \$4 billion for drought relief to help Western states facing historically low water levels.

The Environmental Protection Agency (EPA) is proposing to designate two types of “forever chemicals” as hazardous substances, in order to expand both cleanup and accountability for this pollution. The proposal from the Biden administration seeks to help impacted communities clean up this waste. If finalized, declaring these substances as “hazardous” under the Superfund law is expected to speed up the cleanup process and hold polluters responsible. While there are thousands of types of PFAS — an acronym that refers to per- and polyfluoroalkyl substances — the EPA’s proposal only addresses the two most notorious types, called PFOA and PFOS.

The Administration announced the allocation of over \$300 million in funding for water reuse projects across the country on August 18 as the West faces its driest period in human history. Secretary of the Interior Deb Haaland and Bureau of Reclamation Commissioner Camille Touton announced that \$309.8 million will be allocated to the “design and construction of water reuse projects across the country.” The funding will come from Biden’s Bipartisan Infrastructure Law, with an additional \$1 million in “appropriated funding for the planning. The selected projects will advance drought resilience and are expected to increase annual capacity by about 213,000 acre-feet of water, enough water to support more than 850,000 people a year.

The funding comes as reports show that more than half of Western America is in “exceptional, “extreme” or “severe” drought conditions, with tens of millions facing shrinking reservoirs, as well as potential power outages amid extreme heat. A list of projects selected can be found here: <https://www.doi.gov/pressreleases/president-bidens-bipartisan-infrastructure-law-help-communities-reduce-vulnerability>

District Strategic Plan Application

The District's state and federal legislation program aligns with the District's mission of *working collaboratively to provide a reliable and sustainable water supply to support the changing needs of our region's people and environment*. By staying active and engaged in legislative issues, the District can establish a presence and build relationships with our State and Federal legislators. We have positioned ourselves to best represent our region on issues of concern regarding ensuring a reliable and sustainable water supply.

Fiscal Impact

There is no fiscal impact related to this update.

Attachments

State Legislative Tracking Report-August 2022
AB 2449 Teleconferencing-Coalition Support Letter
Federal Legislative Matrix-August 2022



**San Bernardino Valley
Municipal Water District
Priority Bills
Legislative Tracking Report
August 30, 2022**



Provided by: The Gualco Group, Inc

AB 2362 (Mullin D) Water quality control plans: funding.

Current Text: Amended: 8/11/2022 [html](#) [pdf](#)

Status: 8/22/2022-Ordered to inactive file at the request of Senator Stern.

Location: 8/22/2022-S. INACTIVE FILE

Summary: Current law authorizes the State Water Resources Control Board, on behalf of itself or a regional board, to accept donations of moneys from a permittee for the purpose of updating a water quality control plan. This bill would also authorize the state board, on behalf of itself or a regional board, to accept moneys from donations, grants, or contributions, or through contractual agreements, given for the purpose of planning, permitting, or providing technical support for projects of public benefit within the state board or regional board's jurisdiction. The bill would require these moneys and the above-described donations from a permittee to be deposited, and separately accounted for, in the State Water Pollution Cleanup and Abatement Account, for expenditure in accordance with the terms of the donation, grant, contribution, or contractual agreement, to be available for expenditure upon appropriation by the Legislature.

Position

Support

AB 2449 (Rubio, Blanca D) Open meetings: local agencies: teleconferences.

Current Text: Enrolled: 8/29/2022 [html](#) [pdf](#)

Status: 8/25/2022-Assembly Rule 77(a) suspended. Senate amendments concurred in. To Engrossing and Enrolling. (Ayes 67. Noes 2.).

Location: 8/25/2022-A. ENROLLMENT

Summary: Current law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act generally requires posting an agenda at least 72 hours before a regular meeting that contains a brief general description of each item of business to be transacted or discussed at the meeting, and prohibits any action or discussion from being undertaken on any item not appearing on the posted agenda. This bill would revise and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction.

Position

SB 852 (Dodd D) Climate resilience districts: formation: funding mechanisms.

Current Text: Enrollment: 8/23/2022 [html](#) [pdf](#)

Status: 8/23/2022-Enrolled and presented to the Governor at 12:30 p.m.

Location: 8/23/2022-S. ENROLLED

Summary: Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance, including projects that enable communities to adapt to the impacts of climate change. Current law also requires the legislative body to establish a public financing authority, defined as the governing board of the enhanced infrastructure financing district, prior to the adoption of a resolution to form an enhanced infrastructure district and adopt an infrastructure financing plan. This bill would authorize a city, county, city and county, special district, or a combination of any of those entities to form a climate resilience district, as defined, for the purposes of raising and allocating funding for eligible projects and the operating expenses of eligible projects. The bill would deem each district to be an enhanced infrastructure financing district and would require each district to comply with existing law concerning enhanced infrastructure financing districts, except as specified. The bill would require a district to finance only specified projects that meet the definition of an eligible project. The bill would define "eligible project" to mean projects that address sea level rise, extreme heat, extreme cold, the risk of wildfire, drought, and the risk of flooding, as specified.

Position

SB 1020 (Laird D) Clean Energy, Jobs, and Affordability Act of 2022.

Current Text: Amended: 8/29/2022 [html](#) [pdf](#)

Status: 8/29/2022-Joint Rule 61(b)(16) suspended. Read third time and amended. Ordered to third reading. Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending.

Location: 8/29/2022-S. CONCURRENCE

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. The act requires the state board to conduct a series of public workshops to give interested parties an opportunity to comment on the plan and requires a portion of those workshops to be conducted in regions of the state that have the most significant exposure to air pollutants, including communities with minority populations, communities with low-income populations, or both. This bill instead would modify, with respect to the provision that a portion of the workshops be conducted in regions of the state that have the most significant exposure to air pollutants, the above-described included communities as additionally being areas designated as federal extreme nonattainment.

Position

Oppose

SB 1157 (Hertzberg D) Urban water use objectives.

Current Text: Amended: 8/25/2022 [html](#) [pdf](#)

Status: 8/29/2022-Read third time. Refused passage. Motion to reconsider made by Assembly Member Friedman.

Location: 8/15/2022-A. THIRD READING

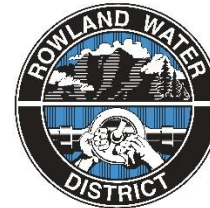
Summary: Current law requires the Department of Water Resources, in coordination with the State Water Resources Control Board, and including collaboration with and input from stakeholders, to conduct necessary studies and investigations and authorizes the department and the board to jointly recommend to the Legislature a standard for indoor residential water use. Current law, until January 1, 2025, establishes 55 gallons per capita daily as the standard for indoor residential water use. Current law establishes, beginning January 1, 2025, the greater of 52.5 gallons per capita daily or a standard recommended by the department and the board as the standard for indoor residential water use, and beginning January 1, 2030, establishes the greater of 50 gallons per capita daily or a standard recommended by the department and the board as the standard for indoor residential water use. Current law requires the board, in coordination with the department, to adopt by regulation variances recommended by the department and guidelines and methodologies pertaining to the calculation of an urban retail water supplier's urban water use objective recommended by the department. This bill would eliminate the option of using the greater of 52.5 gallons per capita daily and the greater of 50 gallons per capita daily, as applicable, or a standard recommended by the department and the board as the standard for indoor residential water use. The bill would instead require that from January 1, 2025, to January 1, 2030, the standard for indoor residential water use be 47 gallons per capita daily and beginning January 1, 2030, the standard be 42 gallons per capita daily.

Position

.



Water Quality Authority



August 29, 2022

Governor Gavin Newsom
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Assembly Bill 2449 (Rubio) – Request for Signature

Dear Governor Newsom:

On behalf of the public agencies and business organizations noted below, we humbly request your signature on Assembly Bill 2449 (Rubio), related to enhancing public access through teleconferencing in a public meeting setting.

In response to the COVID-19 pandemic, you originally issued a series of Executive Orders to expand public access to meetings of local agencies by suspending some of the restrictions on teleconferencing. The effect was an expanded use of teleconferencing for meetings of the legislative body, resulting in enhanced public access and increased participation by the public.

The expiration of the Executive Orders immediately gave way to AB 361, allowing for the teleconference provisions detailed in the Executive Orders to continue during a period of emergency declaration. However, once an emergency declaration has ended, local agencies will again be required to comply with antiquated provisions of existing law, making it potentially more difficult to hold meetings of the legislative body by teleconference. While current law does allow for “teleconference locations” under normal circumstances, it requires various actions to be taken at the teleconference locations and fails to recognize in the digital age that a teleconference location is wherever there is a person with a computer, a tablet, or even a mobile phone.

AB 2449 will modernize the previously existing concept of teleconference locations and will revise notice requirements to allow for greater public participation in teleconference meetings of local agencies. The bill does not require teleconferencing. Rather, it modernizes existing law to ensure greater public participation in meetings of the legislative bodies of local agencies who choose to utilize teleconferencing. Similarly, in acknowledgement of the critical importance of maintaining transparency and accountability, the bill requires that a quorum of the governing body be physically present at a clearly identified meeting location for all public meetings. It also places reasonable limits on the number of times individual governing body members utilize teleconferencing each year, maintaining regular accessibility by their constituents.

For these reasons, we urge you to sign Assembly Bill 2449 into law when the bill crosses your desk. If you have questions, you may contact Matthew Litchfield from Three Valleys Municipal Water District at 909-621-5568 or via email at mlitchfield@tvmwd.com.

Sincerely,

Matthew Litchfield
General Manager
Three Valleys MWD

Kathy Viatella
Executive Legislative Representative
Metropolitan Water District of So. California

Anthony Duarte
Chief Executive Officer
Regional Chamber of Commerce, SGV

Kristopher M. Anderson
Legislative Advocate
Association of California Water Agencies

Marcus Detwiler
Associate Legislative Representative
California Special Districts Association

Thomas A. Love
General Manager
Upper San Gabriel Valley MWD

Tom Coleman
General Manager
Rowland Water District

Erik Hitchman
General Manager
Walnut Valley Water District

Craig Gott
President
Suburban Water Systems

Donald Dear
Acting Chair of the Commission
Los Angeles County LAFCO

Charles Wilson
Executive Director
Southern California Water Coalition (SCWC)

Alejandro Rojas
General Manager
Central Basin MWD

Sandra Kerl
General Manager
San Diego County Water Authority

Anthony Goff
General Manager
Calleguas Municipal Water District

Roger S. Bailey
General Manager
Central Contra Costa Sanitary District

Luis Portillo
President/CEO
San Gabriel Valley Economic Partnership

Danielle Blacet
Deputy Executive Director
California Municipal Utilities Association

Nina Jazmadarian
General Manager
Foothill Municipal Water District

Craig Miller
General Manager
Western MWD

Paul E. Shoenberger, P.E.
General Manager
Mesa Water District

Miguel Guerrero
General Manager
San Bernardino Municipal Water Department

Darin Kasamoto
General Manager
San Gabriel Valley MWD

Joe Mouawad, P.E.
General Manager
Eastern Municipal Water District

Shivaji Deshmukh
General Manager
Inland Empire Utilities Agency

Heather Dyer
CEO/General Manager
San Bernardino Valley MWD

Robert Hunter
General Manager
Municipal Water District Orange County

Daniel R. Ferons
General Manager
Santa Margarita Water District

Randy Schoellerman
Executive Director
San Gabriel Basin Water Quality Authority

Matt Stone
General Manager
Santa Clarita Valley Water Agency

John Bosler
General Manager/CEO
Cucamonga Valley Water District

cc: Assembly Members Calderon, Chen, Holden, Rodriguez, Rubio
Senators Archuleta, Leyva, Newman, Portantino, Rubio
Kirk Howie, Three Valleys Municipal Water District (khowie@tvmwd.com)
Kristi Foy, Mike Arnold & Associates (kfoy@mjarnold.com)

Bill Number	Sponsors	Title and/or Summary	Summary/Status	Latest Action
Status of individual bills included below	Various	FY23 Appropriations Bills	The House and Senate Appropriations Committee Deadlines have all passed as of the end of May for lawmakers to submit programmatic, language, and Community Project Funding / Congressionally Directed Spending Requests.	The House Appropriations Committee completed markups of its versions of the FY23 bills in June. The House passed the first 12 bills in July in a minibuss appropriations package along party lines. The Senate Appropriations Committee released their "draft" FY23 bills on Thursday, July 28. The Committee is not scheduled to mark up any of the Senate bills due to disagreements over the topline spending amount and split between defense and non-defense spending.
H.R. 8295 / S.4659	Rep. Rosa DeLauro (D-CT) / Sen. Patty Murray (D-WA)	Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2023	This bill provides FY23 appropriations to the Departments of Labor, Health and Human Services, and Education; and related agencies.	The legislation was reported out of committee on June 30, 2022. The Senate bill was released on July 28, 2022.
H.R. 8294 / S.4670	Rep. David Price (D-NC) / Senator Brian Schatz (D-HI)	Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2023	This bill provides FY23 appropriations to the Department of Transportation (DOT), the Department of Housing and Urban Development (HUD), and several related agencies.	The legislation was reported out of committee on June 30, 2022. The legislation passed the House on July 20, 2022 in a package with 5 other appropriations bills. The Senate bill was released on July 28, 2022.
H.R. 8262 / S.4686	Rep. Chellie Pingree (D-ME) / Sen. Jeff Merkley (D-OR)	Department of the Interior, Environment, and Related Agencies Appropriations Act, 2023	This bill provides FY23 appropriations for the Department of the Interior, the EPA, the Forest Service, the Department of Health and Human Services, and several related agencies. Funding for the US Fish and Wildlife Service is included in the legislation along with the Clean and Drinking Water State Revolving Funds.	The legislation was reported out of committee on June 28, 2022. The legislation passed the House on July 20, 2022 in a package with 5 other appropriations bills on the Transportation-HUD bill. The Senate bill was released on July 28, 2022.
H.R. 8256 / S.4664	Rep. Matt Cartwright (D-PA) / Sen. Jeanne Shaheen (D-NH)	Commerce, Justice, and Science Appropriations Act, 2023	This bill provides FY23 appropriations to the Department of Commerce, the Department of Justice (DOJ), the science agencies, and several related agencies. This bill provides funding for the CBDG program.	The legislation was reported out of committee on June 28, 2022. The Senate bill was released on July 28, 2022.

H.R. 8255 / S.4660	Rep. Marcy Kaptur (D-OH) / Sen. Dianne Feinstein (D-CA)	Energy and Water Development and Related Agencies Appropriations Act, 2023	This bill provides FY23 appropriations for U.S. Army Corps of Engineers civil works projects, Interior's Bureau of Reclamation (including WaterSMART funding), and the Department of Energy. The bill also provides appropriations to several independent agencies, including the Federal Energy Regulatory Commission and the Nuclear Regulatory Commission.	The legislation was reported out of committee on June 28, 2022. The legislation passed the House on July 20, 2022 in a package with 5 other appropriations bills on the Transportation-HUD bill. The Senate bill was released on July 28, 2022.
H.R. 8239 / S.4661	Rep. Sanford Bishop (D-GA) / Sen. Tammy Baldwin (D-WI)	Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2023	This bill provides FY23 appropriations for the Department of Agriculture (USDA), the Food and Drug Administration, the Federal Crop Insurance Corporation Fund, the Food and Nutrition Service, the Foreign Agricultural Service, and other related agencies.	The legislation was reported out of committee on June 27, 2022. The legislation passed the House on July 20, 2022 in a package with 5 other appropriations bills on the Transportation-HUD bill. The Senate bill was released on July 28, 2022.
H.R. 8238 / S.4759	Rep. Debbie Wasserman Schultz (D-FL) / Sen. Martin Heinrich (D-NM)	Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2023	This bill provides FY23 appropriations for DOD military construction, the Department of Veterans Affairs (VA), and several related agencies including the American Battle Monuments Commission, the U.S. Court of Appeals for Veterans Claims, Cemeterial Expenses of the Army, and the Armed Forces Retirement Home.	The legislation was reported out of committee on June 27, 2022. The legislation passed the House on July 20, 2022 in a package with 5 other appropriations bills on the Transportation-HUD bill. The Senate bill was released on July 28, 2022.
H.R. 8257 / S.4678	Rep. Lucille Roybal-Allard (D-CA) / Sen. Chris Murphy (D-CT)	Department of Homeland Security Appropriations Act, 2023	This bill provides FY2023 appropriations for the Department of Homeland Security.	The legislation was reported out of committee on June 23, 2022. The Senate bill was released on July 28, 2022.
H.R.5118	Rep. Joe Neguse (D-CO)	Legislative vehicle for the Wildfire Response and Drought Resiliency Act	This legislation addresses programs and grants related to wildfire risks, ecological restoration, droughts, and environmental justice. The legislative package — which includes more than 40 bills — would also: - Authorize billions of dollars of funding for federal agencies, including the Agriculture and Interior departments, to implement various forest management, water, and climate programs. - Expand federal disaster relief assistance, research efforts related to the effects of wildfire on public health.	The House Rules Committee packaged a number of existing bills together to create the Wildfire Response and Drought Resiliency Act during the week of July 25. The legislation passed the House on Friday, July 29 by a vote of 218 – 199.

H.R.5376	President Joe Biden / Congressional Democrats	Build Back Better Act / Inflation Reduction Act of 2022	The Build Back Better Act (as passed by the House) proposes spending nearly \$2 trillion over a 10-year period, with certain programs expiring after only a year or two to keep the total cost of the bill down.	Efforts to pass the legislation in 2021 through reconciliation were unsuccessful even after the House passed a modified version of the legislation. Senate Democrats unveiled a new reconciliation package on in late July. The new legislation will raise \$739 billion in new revenue, with \$433 billion going to "Energy Security and Climate Change" and an "Affordable Care Act Extension". The remaining revenue generated will go to deficit reduction. The legislation passed the Senate on August 7, 2022 and passed the House on August 12, 2022. President Biden signed the bill into law on August 16, 2022.
H.R.7776	Rep. Peter DeFazio (D-OR) / Sen. Thomas Carper (D-DE)	Water Resources Development Act of 2022	This bill authorizes the U.S. Army Corps of Engineers to carry out activities concerning water resources development projects, water supply and wastewater infrastructure, flood control, navigation, or ecosystem restoration, such as shoreline restoration. In addition, it modifies the process used to deauthorize certain inactive water resources development projects.	The House passed the legislation under a suspension of the Rules on June 8, 2022 by a vote of 384-37. The Senate took up the House-passed bill, substituted their own text (from S.4136), and passed it by a vote of 93-1 on 7/28/2022.
S. 29 / H.R. 2008	Sen. Amy Klobuchar (D-MN) / Rep. Angie Craig (D-MN)	Local Water Protection Act	A bill to amend the Federal Water Pollution Control Act to reauthorize certain programs relating to nonpoint source management, and for other purposes.	The Senate legislation was introduced on January 22, 2021 and referred to the Committee on Environment and Public Works. The legislation in the House was introduced on March 18, 2021 and passed the House under suspension of the rules on June 15.
H.R 1563	Rep. Mike Garcia (R-CA)	To extend the authorities under the Water Infrastructure Improvements for the Nation Act of 2016 providing operational flexibility, drought relief, and other benefits to the State of California	The legislation would extend the authorities under the Water Infrastructure Improvements for the Nation Act of 2016 providing operational flexibility, drought relief, and other benefits to the State of California. The legislation would extend 4007 authorities through January 1, 2028.	Introduced on March 3, 2021 and was referred to the House Committees on Natural Resources and Science, Space, and Technology.

S.984 / H.R.2238	Sen. Jeff Merkley (D-OR) / Rep. Alan Lowenthal (D-CA)	Break Free from Plastic Pollutions Act	The comprehensive legislation would require corporations to take responsibility for pollution, incentivize corporations to make reusable products and items that can be recycled, create a nationwide beverage container refund program, and other items to promote recycling and other investments in U.S. domestic recycling.	Introduced on March 25, 2021 and referred to the House Committees on Energy and Commerce, Ways and Means, Transportation, and Foreign Affairs.
H.R. 866	Rep. Ken Calvert (R-CA)	FISH Act	This bill gives the Fish and Wildlife Service (FWS) the sole authority to protect endangered or threatened species that are anadromous species (species of fish that spawn in fresh or estuarine waters and that migrate to ocean waters) or catadromous species (species of fish that spawn in ocean waters and migrate to fresh waters). Currently, the FWS shares this authority with the National Marine Fisheries Service.	Introduced on February 5, 2021 and referred to the House Committee on Natural Resources.
H.R.1881	Rep. John Garamendi (D-CA)	To amend the Federal Water Pollution Control Act with respect to permitting terms, and for other purposes.	The legislation would extend permit terms for publicly owned water infrastructure projects under the National Pollutant Discharge Elimination System (NPDES) from 5 years to a maximum of 10 years.	Introduced on March 12, 2021 and referred to the Committee on Transportation and Infrastructure.
H.R. 1015	Rep. Grace Napolitano (D-CA)	Water Recycling Investment and Improvement Act	This bill makes permanent, and otherwise revises, the Bureau of Reclamation's grant program for the funding of water recycling and reuse projects. Specifically, the bill removes priority under the program for projects in areas that, in the preceding four-year period, have been (1) identified as experiencing severe, extreme, or exceptional drought; or (2) designated as a disaster area by a state. Additionally, the bill increases through FY2025 the authorization of appropriations for the program and otherwise revises provisions related to program funding.	Introduced on February 11, 2021 and referred to the House Committee on Natural Resources.

S.4231	Sens. Dianne Feinstein (D-CA), Mark Kelly (D-AZ), and Krysten Sinema (D-AZ)	Support To Rehydrate the Environment, Agriculture, and Municipalities Act or "STREAM" Act	This legislation would authorize additional funding for water infrastructure; expedites recycling, desalination and non-federal storage projects with less than \$250 million in federal funding by allowing Interior to approve projects; eliminates the WIIN Act requirement that the Appropriations Committee must not only appropriate storage, recycling, and desal funding but approve funding awards for specific projects; and expedites future federal storage projects where Reclamation notifies Congress of completed feasibility studies each year to set up an orderly process to authorize projects.	Sens. Feinstein, Kelly, and Sinema introduced the legislation on May 17, 2022. The Senate Energy and Natural Resources Subcommittee on Water & Power held a hearing on the legislation on Wednesday, May 25.
H.R. 737	Rep. David Valadao (R-CA)	RENEW WIIN Act	Extends the authorities under the WIIN Act of 2016 providing operational flexibility, drought relief, and other benefits to the State of California.	Introduced on February 2, 2021 and referred the House Committee on Natural Resources. 10 members of the CA delegation have cosponsored the legislation.
H.R. 2515	Rep. Garret Graves (R-LA)	Building U.S. Infrastructure through Limited Delays and Efficient Reviews (BUILDER) Act	The legislation modernizes the National Environmental Policy Act (NEPA) and aims to make infrastructure project reviews more efficient, reduce project costs, and spur economic recovery.	Introduced on April 14, 2021 and was referred to the House Committee on Natural Resources. The legislation's 46 cosponsors are all Republican, including members of GOP leadership.
H.R. 939	Rep. Doug LaMalfa (R-CA)	Combustion Avoidance along Rural Roads (CARR) Act	The bill exempts wildfire mitigation activities conducted within 300 feet of a road from all laws governing environmental review of proposed agency actions or protection of endangered or threatened species.	Introduced on February 8, 2021 and was referred to the House Committees on Natural Resources and Agriculture.
H.R.3267	Rep. Brendan Boyle (D-PA)	Protect Drinking Water from PFAS Act	The bill amends the Safe Drinking Water Act to require the Administrator of the Environmental Protection Agency to publish a maximum contaminant level goal and promulgate a national primary drinking water regulation for total per- and polyfluoroalkyl substances.	The legislation was introduced on May 17, 2021 and referred to the House Committee on Energy and Commerce.

H.R.3293	Rep. Lisa Blunt Rochester (D-DE)	Low-Income Water Customer Assistance Programs Act	The legislation would amend the Safe Drinking Water Act and the Federal Water Pollution Control Act to establish programs to assist low-income households in maintaining access to drinking water and wastewater services.	The legislation was introduced on May 18, 2021 and referred to the relevant committees. The legislation has passed out of the House Energy and Commerce Committee by a vote of 32-24 and now moves on to consideration on the House floor.
S. 953	Sen. Ron Wyden (D-OR)	Water for Conservation and Farming Act	The legislation would create a Reclamation fund of \$300M to support water recycling projects, water-use efficiency projects and dam safety projects; the WaterSMART program to increase water supply reliability by funding infrastructure and conservation projects; establishes a grant program for any Reclamation States, Tribes, nonprofit conservation organizations, irrigation or water districts, and regional and local authorities to complete habitat restoration projects that improve watershed health and mitigate climate change; among other actions.	Introduced on March 24, 2021 and referred to the Committee on Energy and Natural Resources.
H.R. 3286	Rep. Raul Ruiz (D-CA)	Emergency Order Assurance, Safety, and Inspection of water Systems (Emergency OASIS Act)	The legislation would require the EPA to establish regulations to flush a drinking water system if contaminants were present in the system for longer than six months, or if water stood motionless in the system for longer than six months.	Introduced on May 17, 2021 and referred to the House Committee on Energy and Commerce.
H.R. 3622 / S. 1907	Rep. Chris Pappas (D-NH) / Sen. Kirsten Gillibrand (D-NY)	Clean Water Standards for PFAS Act	The legislation would require the Administrator of the Environmental Protection Agency to develop effluent limitations guidelines and standards and water quality criteria for PFAS under the Federal Water Pollution Control Act, to provide Federal grants to publicly owned treatment works to implement such guidelines and standards	Introduced in the House on May 28, 2021, and in the Senate on May 27, 2021. The legislation in the House is bipartisan.
S. 2168 / S.2567	Sen. Mike Braun (R-IN) / Sen. Shelley Moore Capito (R-WV)	Define WOTUS Act / Navigable Waters Protection Act of 2021	The legislation would amend the Federal Water Pollution Control Act to modify the definition of navigable waters, and to make the definition of the "waters of the United States" permanent.	These bills were introduced in June and July of 2021 in response to the EPA's announcement earlier in June of its intent to rewrite the Navigable Waters Protection rule.

H.R. 3814 / S. 717	Rep. Liz Cheney (R-WY) / Sen. Mike Lee (R-UT)	Undoing NEPA's Substantial Harm by Advancing Concepts that Kickstart the Liberation of the Economy Act (UNSHACKLE Act)	The legislation combines the following five stand-alone NEPA reform bills on agency process, state expansion, legal changes, and data reporting into one comprehensive text. - NEPA Agency Process Accountability Act - NEPA Accountability and Enforcement Act - NEPA State Assignment Expansion Act - NEPA Legal Reform Act - NEPA Data Transparency Act	The Senate legislation was introduced on March 11, 2021 and referred to the Committee on Environment and Public Works. The House legislation was introduced on June 11, 2021 and referred to the House Committees on Natural Resources; Judiciary; Transportation and Infrastructure; and Energy and Commerce.
H.R. 4647 / S. 2430	Rep. Jared Huffman (D-CA) / Sen. Dianne Feinstein (D-CA)	Water Conservation Rebate Tax Parity Act	The legislation would amend federal tax law so that homeowners wouldn't pay income tax on rebates from water utilities for water conservation and water runoff management improvements	The House legislation was introduced on July 22, 2021 and referred to the House Committee on Ways and Means. The legislation in the Senate was introduced on July 22, 2021 and referred to the Senate Committee on Finance.
S.2454	Sen. Alex Padilla (D-CA)	Water Reuse and Resiliency Act	The legislation would authorize \$1 billion over five years for the EPA's Pilot Program for Alternative Water Source Projects grants program. This is an increase from the \$125 million over five years authorized for the program in the Drinking Water and Wastewater Infrastructure Act passed by the Senate in April.	The legislation was introduced on July 22, 2021 and referred to the Senate Committee on Environment and Public Works.
H.R.4915	Rep. Tom McClintock (R-CA)	Water Supply Permitting Coordination Act	The legislation would authorize the Secretary of the Interior to coordinate Federal and State permitting processes related to the construction of new surface water storage projects on lands under the jurisdiction of the Secretary of the Interior and the Secretary of Agriculture and to designate the Bureau of Reclamation as the lead agency for permit processing.	The legislation was introduced on August 3, 2021 and referred to the House Committee on Natural Resources.
H.R. 4976	Rep. Elissa Slotkin (D-MI)	Ensuring PFAS Cleanup Meets or Exceeds Stringent Standards Act	The legislation directs the Secretary of Defense to ensure that removal and remedial actions relating to PFAS contamination result in levels meeting or exceeding certain standards.	The legislation was introduced in the House on August 6, 2021 and was referred to the House Committees on Armed Services, Transportation and Infrastructure, and Energy and Commerce.

S.2372 / H.R.2773	Sen. Heinrich, Martin (D-NM) / Representative Debbie Dingell (D-MI)	Recovering America’s Wildlife Act of 2021	<p>The legislation would fund conservation efforts for more than 12,000 species of wildlife and plants in need of assistance by providing \$1.3 billion in dedicated annual funding for proactive, on-the-ground efforts across the country, ensure wildlife recovery efforts will be guided by the Congressionally-mandated State Wildlife Action Plans, which identify specific strategies to restore the populations of species of greatest conservation need, accelerate the recovery of 1,600 U.S. species already listed as threatened or endangered under the Endangered Species Act, and include improvements to ensure funds are appropriately targeted to the areas of greatest need and facilitate additional investments in protecting at-risk plant species.</p> <p>In the Senate, RAWA also directs fees and penalties assessed for environmental violations to help fund RAWA, using fee and penalty amounts that aren’t already targeted for existing environmental funds.</p>	<p>The legislation was introduced on July 15, 2021 and referred to the Committee on Environment and Public Works. It was reported favorably out of Committee on April 27 and placed on the Senate calendar.</p> <p>The House bill was introduced on April 22. The House Natural Resources Subcommittee on Water, Oceans, and Wildlife held a hearing on the legislation on July 29, 2021. On January 19, the legislation passed out of the House Natural Resources Committee by a vote of 29-15. It passed the House on June 14, 2022 by a vote of 231-190.</p> <p>The House and Senate hope to come to an agreement on the legislation prior to the end of the Congress.</p>
H.R.4602 / S.3956	Rep. Alan Lowenthal (D-CA) / Rep. Lisa McClain (R-MI) and Sen. Jeff Merkley (D-OR) / Sen. Susan Collins (R-ME)	WIPPES Act	The legislation would direct the Federal Trade Commission to issue regulations requiring certain products to have “Do Not Flush” labeling	<p>The legislation was introduced on July 21, 2021 and referred to the Committee on Energy and Commerce. Rep. Lowenthal introduced the stand-alone bill after introducing a similar amendment to the House’s infrastructure bill.</p> <p>The Senate bill was introduced on March 30, 2022.</p>
H.R.6591	Rep. Lisa McClain (R-MI) / Rep. Alan Lowenthal (D-CA)	PIPES Act	The legislation would require the Administrator of the Environmental Protection Agency to publish a rule that establishes standards for the flushability of disposable nonwoven wipes.	The legislation was introduced on February 3, 2022 and was referred to the House Committee on Energy and Commerce.

S. 2806 / H.R. 3534	Sen. Dianne Feinstein (D-CA) / Rep. Jimmy Panetta (D-CA)	Wildfire Emergency Act of 2021	Amongst other things, the legislation authorizes \$250 million over 5 years for up to 20 Forest Service projects of 100,000 acres or greater; Establish a new \$100 million grant program to assist critical facilities like hospitals and police stations become more energy efficient and better adapted to function during power shutoffs; Establishes one or more Prescribed Fire Centers to coordinate research and training of foresters and forest managers in the western United States in the latest methods and innovations in prescribed fire (controlled burns) practices.	<p>The Senate legislation was introduced on September 22, 2021 and passed the Senate on October 19, 2021.</p> <p>The House bill was introduced on May 25, 2021 and was referred to the Subcommittee on Conservation and Forestry.</p>
S. 3011 / H.R. 5735	Sen. John Cornyn (R-TX) / Rep. Dusty Johnson (R-SD)	State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act	The legislation provides additional flexibility for States, Tribes, and units of local government to spend their allocations of the COVID Relief Funds on certain infrastructure projects, including water, wastewater, and broadband infrastructure projects. The bill also allows these funds to be used to provide emergency relief from natural disasters. There is a cap—the greater of \$10 million or 30% of the funds—on how much of the COVID money can be spent on these new purposes.	<p>The legislation was introduced on October 19, 2021 and passed the Senate by unanimous consent that day.</p> <p>Senator Alex Padilla (D-CA) is an original cosponsor of the legislation.</p> <p>The act was introduced in the House on October 26 and referred to the House Committee on Oversight and Reform.</p>
H.R. 6461 / S. 3531	Rep. Scott Peters (D-CA) / Sen. Chris Coons (D-DE)	National Climate Adaptation and Resilience Strategy Act	<p>The legislation creates a Chief Resilience Officer, among other positions, that will assist the President to streamline the federal response to climate hazards that threaten human health, safety, and critical infrastructure.</p> <p>The act also calls for a Climate Adaptation and Resilience Strategy that outlines the federal government’s response to climate hazards such as sea level rise, drought, biodiversity loss, and coastal bank erosion.</p>	<p>The legislation was introduced in the House on January 20, 2022 and referred to the Committee on Energy and Commerce.</p> <p>The legislation was introduced in the Senate on January 20, 2022, read twice, and referred to the Committee on Homeland Security and Government Affairs.</p>

H.R. 6396	Rep. Earl Blumenauer (D-OR)	Climate RESILIENCE Act	<p>The act amends FEMA's disaster definition to include extreme temperature events, like heat waves and freezes; changes FEMA's definitions and cost share eligibility requirements for disadvantaged communities and underserved communities; includes a focus on resiliency planning and investments; provides both financial and non-financial technical assistance for hazard mitigation planning, as well as for grant applications for small impoverished and disadvantaged communities; and expands Pre-Disaster Mitigation Assistance funding to address FEMA's oversubscription issues.</p>	<p>The legislation was introduced in the House on January 13, 2022 and referred to the Committee on Transportation and Infrastructure.</p> <p>The legislation has 32 cosponsors, including 8 members of the California delegation.</p>
H.R.6492	Rep. Pramila Jayapal (D-WA)	Climate Resilience Workforce Act	<p>The bill establishes a climate resilience workforce in communities most affected by the climate crisis. It also funds the development of regional, state, local, and community-based climate resilience action plans.</p> <p>The legislation creates an Office of Climate Resilience within the White House, starts new workforce development programs, and removes barriers to employment in climate resilience jobs based on immigration status and prior involvement with the criminal justice system.</p>	<p>The legislation was introduced in the House on January 25, 2022 and referred to the Subcommittee on Conservation and Forestry.</p> <p>The legislation has 38 cosponsors, including 9 members of the California delegation.</p>
H.R. 6989	Rep. Ted Lieu (D-CA)	Housing for All Act of 2022	<p>This legislation would address affordable housing shortages across the country by investing in hotel conversions to permanent housing with services; investing in the Eviction Protection Grant Program; investing in mobile crisis intervention teams; investing in libraries that support people experiencing homelessness; investing in programs that offer a safe place to park and facilitate access to rehousing and essential services; and investing in transit-oriented development and infill development.</p>	<p>The legislation was introduced in the House on March 8, 2022 and referred to the Subcommittee on Highways and Transit.</p> <p>The legislation has 14 cosponsors, including 12 members of the California delegation.</p>

S. 623	Sen. Marco Rubio (R-FL)	Sunshine Protection Act of 2021	This bill makes daylight saving time the new, permanent standard time, effective November 5, 2023.	The legislation passed the Senate on March 15, 2022 and sent to the House.
S. 4081 / H.R. 8018	Sen. Tammy Baldwin (D-WI) / Rep. Chellie Pingree (D-ME)	Healthy H2O Act	The bill provides grants for water testing and treatment technology directly to individuals, non-profits and local governments in rural communities. Grants, provided by the USDA, would allow the purchase and installation of point-of-use or point-of-entry water quality improvement systems that remove or significantly reduce contaminants from drinking water.	The legislation was introduced in the Senate on April 26, 2022 and referred to the Senate Committee on Agriculture, Nutrition, and Forestry. The bill was introduced in the House on June 9, 2022 and referred to the House Committee on Agriculture.
H.R. 7696 / S. 4161	Rep. Chris Pappas (D-NH) / Sen. Kirsten Gillibrand (D-NY)	Clean Water Standards for PFAS 2.0 Act of 2022	The bill would further regulate PFAS by setting deadlines for the EPA to develop water quality criteria and limits on industrial PFAS discharges into water and to water treatment plants. The bill would also authorize \$200 million per year in grants to assist Publicly Owned Treatment Works with program implementation, which would be appropriated through Fiscal Years 2022-2026.	The legislation was introduced in the House on May 10, 2022 and referred to the Subcommittee on Water Resources and Environment. The legislation was introduced in the Senate on May 9, 2022 and referred to the Committee on Environment and Public Works.
S.1179 / H.R.2552	Sen. Dianne Feinstein (D-CA)	Canal Conveyance Capacity Restoration Act	This bill authorizes the Bureau of Reclamation to provide financial assistance for various projects in California to mitigate the sinking or settling of the ground (i.e., subsidence mitigation), specifically for projects related to the Friant-Kern Canal, the Delta-Mendota Canal, and certain parts of the San Luis Canal/California Aqueduct.	This legislation was introduced on April 15, 2021 in the Senate. The House Companion bill was introduced the same day. The Senate Energy and Natural Resources Subcommittee on Water & Power held a hearing on the legislation on Wednesday, May 25. The House Natural Resources Committee has not yet considered the legislation.