



TRANSPORTATION COMMITTEE MEETING AGENDA

**MONDAY, SEPTEMBER 11, 2023
11:00 a.m.**

**CVAG Conference Room
73-710 Fred Waring Drive, Suite 104 (Formerly 119)
Palm Desert, CA 92260**

Members of the Committee and the public may attend and participate by video at the following remote location:

**Blythe City Hall
235 N Broadway, Room A
Blythe, CA 92225
760-922-6161**

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

<https://us02web.zoom.us/j/82945128630?pwd=OTZ2NkVrMm42REZUMm9SbjRlZnVFQT09>

**Dial In: +1 669 900 9128 US
Webinar ID: 829 4512 8630
Password: 036212**

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

Public comment is encouraged to be emailed to the Transportation Committee prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should be no more than 300 characters.

THIS MEETING IS HANDICAPPED ACCESSIBLE. ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA UNLESS OTHERWISE STATED, ALL ACTION ITEMS WILL BE PRESENTED TO THE EXECUTIVE COMMITTEE FOR FINAL APPROVAL.

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

2. **ROLL CALL**

A. **Member Roster**

P5

3. **PLEDGE OF ALLEGIANCE**

A. **Moment of Silence and Reflection**

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

5. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

A. **Impacts of Tropical Storm Hilary**

6. **CONSENT CALENDAR**

A. **Approve the June 5, 2023 Transportation Committee Meeting Minutes**

P6

B. **Approve Amendment No. 3 to the Reimbursement Agreement with the County of Riverside and the City of Coachella for the Avenue 48 Between Van Buren Street and Dillon Road Widening Project, extending the time trigger to commence construction to August 31, 2024; and authorize the Executive Director and/or Legal Counsel to make clarifying changes before execution**

P12

7. **DISCUSSION / ACTION**

A. **Contract Amendment with Michael Baker International (MBI) for the Western Coachella Valley Flooding and Blowsand Projects – Phase One – Jonathan Hoy**

P18

Recommendation: Authorize the Chair and/ or Executive Director to

- 1) Execute Amendment No. 1 to the Professional Service Agreement with Michael Baker International (MBI) increasing the fee an additional \$794,786 to establish a revised amount not to exceed of \$5,259,417.58 to provide design, engineering and environmental services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One; and

- 2) Execute new or amended Reimbursement Agreements with the Palm Springs, Cathedral City and Desert Hot Springs to outline the local share of project costs, with CVAG's share not to exceed \$3,944,562.75, and allowing the Executive Director and/or legal counsel to make minor modifications prior to execution

B. Creation of an Ad Hoc Committee Focused on Improving Interstate 10 – Tom Kirk

P25

Recommendation: Create an ad hoc committee to work with Caltrans on highway improvements and nominate members from the Transportation Committee

C. Engineering Services for the Coachella Valley Broadband Strategic Plan – Randy Bowman

P26

Recommendation: Authorize the Executive Director to negotiate and execute a professional service agreement with HR Green Pacific, Inc. in an amount not to exceed \$978,460 to provide engineering services for the Coachella Valley Broadband Strategic Plan

D. Reimbursement Agreement for Avenue 50 Bridge Project over the La Quinta Evacuation Channel – Gustavo Gomez

P94

Recommendation: Approve the Reimbursement Agreement with the City of La Quinta for the Avenue 50 Bridge project from Washington Street spanning the Evacuation Channel, providing a total not-to-exceed amount of \$3,849,750 in regional funding for the project's Plans, Specifications & Estimates, right-of-way, and construction phases

E. Designation of 2024 State Transportation Improvement Program (STIP) Funds – Jonathan Hoy

P110

Recommendation: 1. Approve Riverside County Transportation Commission (RCTC) staff's recommendation to program \$6,632,729 of Coachella Valley's 2024 STIP funding toward CV Rail Tier 2 environmental phase; and

2. Authorize the Executive Director to recommend to RCTC that it designate an estimated \$6,778,587 in available 2024 STIP funding to the Interstate 10/Monroe Street Interchange Project, contingent on an evaluation of the project's estimated construction cost increases, project schedule and local funding

F. Contract Amendment for CV Sync – Phase II Construction Support Services – Eric Cowle

P114

Recommendation: Authorize the Executive Director to execute Amendment No. 5 with Advantec Consulting Engineers, Inc. for an additional amount not-to-exceed \$1,500,000 for construction support services for the CV Sync – Phase II project

G. Election of Transportation Committee Officers – Tom Kirk

P118

Recommendation: Elect a Transportation Committee Chair and Vice Chair for Fiscal Year 2023/2024

8. **INFORMATION**

- a) Status of I-10 Interchange Projects **P121**
- b) CVAG Regional Arterial Program – Project Status Report **P122**
- c) Bicycle/Pedestrian Safety Program – Project Status Report **P123**
- d) Transportation Committee Attendance Roster **P124**
- e) Funding from REAP 2.0 County Transportation Commission Partnership Program **P125**
- f) Update on securing funding for Indian Canyon Drive **P128**
- g) Active Transportation Program Cycle 7 Update **P133**
- h) Letter from CVAG Chairman Scott Matas **P135**

9. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

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

10. **ANNOUNCEMENTS**

The next meeting of the **Transportation Committee** will be held on Monday, November 6, 2023, at 10:00 a.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, September 25, 2023, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

11. **ADJOURNMENT**

**TRANSPORTATION COMMITTEE
ROSTER**

Transportation Committee Members	
Agua Caliente Band of Cahuilla Indians	Virginia Siva-Gillespie Tribal Councilmember
City of Blythe	Joseph DeConinck Mayor
City of Cathedral City	Raymond Gregory Councilmember
City of Coachella	Steven Hernandez, Chair Mayor
City of Desert Hot Springs	Scott Matas Mayor
City of Indian Wells	Dana Reed, Vice Chair Councilmember
City of Indio	Elaine Holmes Councilmember
City of La Quinta	Kathleen Fitzpatrick Councilmember
City of Palm Desert	Jan Harnik Councilmember
City of Palm Springs	Lisa Middleton Councilmember
City of Rancho Mirage	Steve Downs Mayor Pro Tem
County of Riverside	V. Manuel Perez Supervisor
	Mark Lancaster Director of Transportation
Torres Martinez Desert Cahuilla Indians	Thomas Tortez Tribal Chair

ITEM 6A

TRANSPORTATION COMMITTEE MINUTES OF MEETING MONDAY, JUNE 5, 2023



The audio file for this committee meeting can be found at <http://www.cvag.org/audio.htm>

1. CALL TO ORDER

The Transportation Committee meeting was called to order by Chair Steven Hernandez, City of Coachella, on Monday, June 5, 2023, at 10 a.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 119, in the City of Palm Desert. Videoconferencing was available from the City of Blythe.

Councilmember Reed led the committee in the Pledge of Allegiance.

2. ROLL CALL

A roll call was taken, and it was determined that a quorum was present.

MEMBERS/ALTERNATES PRESENT

Mayor Joseph DeConinck
Councilmember Raymond Gregory
Mayor Steven Hernandez, Chair
Mayor Scott Matas
Councilmember Dana Reed, Vice Chair
Councilmember Elaine Holmes
Councilmember Kathleen Fitzpatrick
Councilmember Jan Harnik
Councilmember Lisa Middleton
Mayor Pro Tem Steve Downs
Supervisor V. Manuel Perez
Tribal Vice Chair Joseph Mirelez *(arrived at 6A)*

AGENCY

City of Blythe
City of Cathedral City
City of Coachella
City of Desert Hot Springs
City of Indian Wells
City of Indio
City of La Quinta
City of Palm Desert
City of Palm Springs
City of Rancho Mirage
County of Riverside
Torres Martinez Desert Cahuilla Indians

MEMBERS/EX OFFICIOS NOT PRESENT

Tribal Councilmember Virginia Siva-Gillespie

AGENCY

Agua Caliente Band of Cahuilla Indians

3. PUBLIC COMMENTS ON AGENDA ITEMS

None.

4. CHAIR/ EXECUTIVE DIRECTOR ANNOUNCEMENTS

Executive Director Tom Kirk announced CVAG's General Assembly and 50th anniversary celebration will take place on Monday, June 26 at 6 p.m. at Desert Island County Club's Penny and Parlour in Rancho Mirage.

Mr. Kirk also announced that direct deposit is now available for meeting stipends.

5. CONSENT CALENDAR

IT WAS MOVED BY COUNCILMEMBER REED AND SECONDED BY COUNCILMEMBER GREGORY TO:

- A. Approve the April 3, 2023 Transportation Committee Meeting Minutes**
- B. Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2021/2022**

THE MOTION FOR CARRIED WITH 12 AYES AND 1 MEMBER ABSENT.

TRIBAL VICE CHAIR PATENCIO ANDERSON	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
COUNCILMEMBER HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR PRO TEM DOWNS	AYE
SUPERVISOR PEREZ	AYE
TRIBAL VICE CHAIR MIRELEZ	AYE

6. DISCUSSION / ACTION

A. Update for Caltrans District 8 Director Catalino A. Pining III

Director Pining III provided updates for projects currently active along the Interstate 10 corridor. Member discussion ensued, with Director Pining answering questions about funding for projects. Members expressed interest in addressing landscaping and maintenance concerns along the I-10.

No action was taken as this was an informational item.

B. Completion of CV Sync Phase I

Transportation Engineer Eric Cowle provided the staff report and an update on construction of Phase II.

Member discussion ensued. Staff addressed questions about operating the system, and Executive Director Tom Kirk stated staff would follow up with an agenda item within the next six months.

IT WAS MOVED BY MAYOR MATAS AND SECONDED BY TRIBAL VICE CHAIR MIRELEZ TO AUTHORIZE THE EXECUTIVE DIRECTOR TO TAKE THE NECESSARY STEPS TO EXECUTE AND FILE THE NOTICE OF COMPLETION FOR THE CV SYNC- PHASE I CONSTRUCTION PROJECT

THE MOTION FOR CARRIED WITH 12 AYES AND 1 MEMBER ABSENT.

TRIBAL VICE CHAIR PATENCIO ANDERSON	ABSENT
MAYOR DECONINCK	AYE

COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
COUNCILMEMBER HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR PRO TEM DOWNS	AYE
SUPERVISOR PEREZ	AYE
TRIBAL VICE CHAIR MIRELEZ	AYE

C. Reimbursement Agreement for Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

Transportation Director Jonathan Hoy presented the staff report.

CVAG staff will include language to account for the future development of CV Link: construction required CV Link undercrossing shall be included in the scope of work for the bridge, and that CVAG shall fund this added scope of work.

IT WAS MOVED BY COUNCILMEMBER REED AND SECONDED BY COUNCILMEMBER HARNIK TO APPROVE THE REIMBURSEMENT AGREEMENT WITH THE COUNTY OF RIVERESIDE AS THE LEAD AGENCY FOR THE AIRPORT BOULEVARD BRIDGE REPLACEMENT PROJECT (ORANGE STREET TO DESERT CACTUS DRIVE), PROVIDING A NOT-TO-EXCEED AMOUNT OF \$4,950,000 IN REGIONAL FUNDING FOR ELIGIBLE DESIGN AND CONSTRUCTION COSTS

THE MOTION FOR CARRIED WITH 12 AYES AND 1 MEMBER ABSENT.

TRIBAL VICE CHAIR PATENCIO ANDERSON	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
COUNCILMEMBER HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR PRO TEM DOWNS	AYE
SUPERVISOR PEREZ	AYE
TRIBAL VICE CHAIR MIRELEZ	AYE

D. Reimbursement Agreement Amendment for the Improvement of Date Palm Drive between Interstate 10 and Varner Road

Mr. Hoy presented the staff report.

IT WAS MOVED BY COUNCILMEMBER REED AND SECONDED BY MAYOR PRO TEM DOWNS TO APPROVE AMENDMENT NO. 1 TO THE REIMBURSEMENT AGREEMENT WITH THE CITY OF CATHEDRAL CITY FOR THE IMPROVEMENT OF DATE PALM DRIVE BETWEEN INTERSTATE 10 AND VARNER ROAD, ADDING AN ADDITIONAL \$516,000 FOR A TOTAL, NOT-TO-EXCEED COST OF \$2,853,000 IN REGIONAL FUNDS FOR DESIGN AND

CONSTRUCTION.

THE MOTION FOR CARRIED WITH 12 AYES AND 1 MEMBER ABSENT.

TRIBAL VICE CHAIR PATENCIO ANDERSON	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
COUNCILMEMBER HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR PRO TEM DOWNS	AYE
SUPERVISOR PEREZ	AYE
TRIBAL VICE CHAIR MIRELEZ	AYE

E. Contract Amendment with Alta Planning & Design for CV Link

Mr. Hoy presented the staff report and provided an update regarding construction on CV Link.

IT WAS MOVED BY COUNCILMEMBER REED AND SECONDED BY COUNCILMEMBER HOLMES AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 12 TO THE AGREEMENT WITH ALTA PLANNING & DESIGN FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$287,500

THE MOTION FOR CARRIED WITH 12 AYES AND 1 MEMBER ABSENT.

TRIBAL VICE CHAIR PATENCIO ANDERSON	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
COUNCILMEMBER HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR PRO TEM DOWNS	AYE
SUPERVISOR PEREZ	AYE
TRIBAL VICE CHAIR MIRELEZ	AYE

F. Next steps for Addressing Climate Change, Emergencies and Sand Storms (ACCESS) on Indian Canyon Drive

Program Manager Emmanuel Martinez presented the staff report and discussed efforts to secure funding for addressing the flooding and blow sand issue in the west end of the Coachella Valley.

Member discussion ensued.

IT WAS MOVED BY COUNCILMEMBER MIDDLETON AND SECONDED BY MAYOR MATAS TO ENDORSE THE ADDRESSING CLIMATE CHANGE, EMERGENCIES AND SAND STORMS (ACCESS) EFFORT ALONG INDIAN CANYON DRIVE AND OTHER LOW-

WATER CROSSINGS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO COMMIT REGIONAL TRANSPORTATION FUNDING TO MAXIMIZE THE COMPETITIVENESS FOR THE 2023 LOCAL TRANSPORTATION CLIMATE ADAPTATION PROGRAM (LTCAP), WITH THE CONDITION THAT ACTUAL EXPENDITURE OF FUNDS WOULD BE DEPENDENT ON SECURING GRANT FUNDING AND FUNDING CONTRIBUTIONS BY LOCAL JURISDICTIONS

THE MOTION FOR CARRIED WITH 12 AYES AND 1 MEMBER ABSENT.

TRIBAL VICE CHAIR PATENCIO ANDERSON	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
COUNCILMEMBER HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR PRO TEM DOWNS	AYE
SUPERVISOR PEREZ	AYE
TRIBAL VICE CHAIR MIRELEZ	AYE

7. INFORMATION

- a) Status of I-10 Interchange Projects
- b) CVAG Regional Arterial Program – Project Status Report
- c) Bicycle/Pedestrian Safety Program – Project Status Report
- d) Transportation Committee Attendance Roster
- e) CVAG Schedule of Meetings for Fiscal Year 2023/24

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Thomas Kohn, Palm Springs resident, joined the meeting via Zoom to express his concern of the limited availability of completed linkages for a cyclist throughout the valley and the amount of time it is taking for CV Link to be completed throughout all areas of the valley.

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

The next meeting of the **Transportation Committee** will be held on Monday, August 28, 2023, at 10:00 a.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 119, Palm Desert, 92260

The next meeting of the **Executive Committee** will be held on Monday, June 5, 2023, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 119, Palm Desert, 92260.

The next meeting of the **General Assembly** will be held on Monday, June 26 at 6 p.m. at The Penney & Parlour at Desert Island, 71-777 Frank Sinatra Dr., Rancho Mirage,

92270.

10. **ADJOURNMENT**

There being no further business, Chair Hernandez adjourned the meeting at 11 a.m.

Respectfully submitted,

Ely Regalado
Management Analyst

ITEM 6B

**Coachella Valley Association of Governments
Transportation Committee
September 11, 2023**



STAFF REPORT

Subject: **Amendment No. 3 to the Reimbursement Agreement for the Avenue 48 between Van Buren Street and Dillon Road Widening Project**

Contact: Randy Bowman, Transportation Program Manager (rbowman@cvag.org)

Recommendation: Approve Amendment No. 3 to the Reimbursement Agreement with the County of Riverside and the City of Coachella for the Avenue 48 Between Van Buren Street and Dillon Road Widening Project, extending the time trigger to commence construction to August 31, 2024; and authorize the Executive Director and/or Legal Counsel to make clarifying changes before execution

Background: At its September 2016 meeting, the CVAG Executive Committee received a request from Coachella Mayor Steven Hernandez to make improvements along Avenue 48 in Coachella. The Mayor's request was made in large part as a response to accidents in the area, particularly two pedestrian fatalities that had occurred on Avenue 48 and Luzon Street several days earlier. The Executive Committee considered the project at its December 5, 2016 meeting and approved an agreement with the County of Riverside to perform preliminary engineering and preparation of necessary environmental documentation for the stretch of Avenue 48 between Van Buren Street and Dillon Road.

This segment of Avenue 48 is within the top ten percent of CVAG's 2016 Transportation Project Prioritization Study (TPPS) with 13 points, tying it for the tenth ranked project overall. The proposed roadway improvements will provide two lanes in each direction and include bicycle and pedestrian facilities. The northern portion of the project is within the County of Riverside's jurisdiction, and the southern portion is within the City of Coachella. The County of Riverside is the lead agency for this project.

The reimbursement agreement has been amended twice to allocate additional funding to stages of the project. Amendment No. One, authorized in September 2020, provided for final design and right-of-way (ROW) acquisition. It also established a time trigger to construct construction by August 31, 2022. Amendment No. Two, which was approved in September 2022, authorized the construction phase and extended the time trigger to commence construction to August 31, 2023.

County staff is now seeking another one-year extension on the time trigger. According to the County, ongoing negotiations with property owners for easements and the need to coordinate the design with CVAG's Arts and Music Line has made it difficult to maintain the original project schedule. Construction was not able to start in August. along the south side of Avenue 48 to coordinate with the Arts and Music Line Project and is in final negotiations with the last few property owners.

With the design and right of way activities in the final stages, the County is preparing for the construction phase of the project. County staff has requested a the time trigger to commence construction be extended to August 31, 2024. CVAG staff supports the County's request and is recommending approval of Amendment No. 3.

Fiscal Analysis: There are no additional costs associated with Amendment No. 3. The reimbursement agreement anticipates a total budget of \$4.7 million, with the County and City splitting the local share. CVAG has regional transportation funds available to cover its costs.

Attachments:

Amendment No. 3 to the Reimbursement Agreement
Letter from County of Riverside
Project location map

**AMENDMENT NUMBER THREE
TO THE
REIMBURSEMENT AGREEMENT
BETWEEN
CVAG, THE COUNTY OF RIVERSIDE AND CITY OF COACHELLA
FOR THE
AVENUE 48 WIDENING PROJECT BETWEEN VAN BUREN STREET AND DILLON ROAD**

This **AMENDMENT NUMBER THREE** is made and entered into this 25th day of September 2023, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), the **City of Coachella (City)** and the **County of Riverside (County)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated December 5, 2016 for the Avenue 48 Widening Project between Van Buren and Dillon Road.

- 1. This Amendment Number Three extends the time trigger to commence construction to August 31, 2024.**

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

ATTEST

COUNTY OF RIVERSIDE

Clerk of the Board of Supervisors

Chair of the Board of Supervisors

ATTEST

CITY OF COACHELLA

Gabriel Martin, City Manager

Steven Hernandez, Mayor

ATTEST

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

Tom Kirk, CVAG Executive Director

Scott Matas, CVAG Chair



Mark Lancaster
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
*Deputy for Transportation/Planning and
Development*

Transportation Department

May 22, 2023

Tom Kirk
Executive Director
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

RE: Request for Time Extension to Begin Construction for the Avenue 48 Widening Project

Dear Mr. Kirk,

The County of Riverside (County) and the Coachella Valley Association of Governments (CVAG) have entered into a reimbursement agreement for Avenue 48 between Van Buren Street and Dillon Road Widening Project (Project) which will add one westbound lane and two eastbound lanes with a raised median between Van Buren Avenue to Dillon Road. Additionally, bike lanes and sidewalks will be constructed on each side of Avenue 48. The initial Reimbursement Agreement was executed on June 20, 2017 for the PA/ED phase of the project in the amount of \$600,000; \$450,000 regional share and \$150,000 local share. On April 27, 2021 Amendment Number One to the Reimbursement Agreement between the County, CVAG and the City of Coachella (City) further divided the local share of the PA/ED so that the \$150,000 would be split evenly between County and City. Amendment Number One also provided funding for Final Design Phase in the amount of \$350,000 and Right of Way Phase in the amount of \$300,000. The additional \$650,000 was split into \$487,500 as the regional share, and both the City and County contributing \$81,250 for the local share. Amendment Number One also established a construction commencement date of August 31, 2022. On September 26, 2022 Amendment Number Two provided funding for Construction, Construction Management/Inspection, and Construction Surveying which will be split into \$2,587,500 as the regional share along with the City and County each contributing \$431,250 for the local share. In addition, the construction commencement date was extended to August 31, 2023.

The County has tried to commit to maintaining the project schedule, but due to ongoing negotiations with property owners for TCEs and PECs along the north side of Avenue 48 and the need to coordinate the design with the recently awarded grant funding for the CVAG Arts and Music Line ATP Project (ATP Project), it is no longer possible to commence construction by August 31, 2023. The County is in the process of completing the Final Design changes along the south side of Avenue 48 to coordinate with the ATP Project and in final negotiations with the last few property owners on the north side. In addition, Imperial Irrigation District (IID) has been put on notice to begin their relocation process for the existing power poles in conflict along the south side within the Project limits. The power pole relocations will be coordinated to stay clear

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P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3198

of the ATP Project as well.

With the final design and right of way activities in the final stages, the County is preparing for the construction phase of the project and respectfully requests a 1-year time extension to commence construction by August 31, 2024.

Thank you for your consideration to approve this time extension. Please feel free to contact me at mlancaster@rivco.org or at 951-955-6740 if you have further questions.

Best regards,



Mark Lancaster
Director of Transportation

Unincorporated
Riverside County

City of Indio

Lingayan Ave

Luzon Ave

Bataan St

Avenue 48

Indio Blvd

City of Coachella

Dillon Rd

Frederick St

Van Buren St

0

0.03

0.07

0.13 Miles

N

ITEM 7A

**Coachella Valley Association of Governments
Transportation Committee
September 11, 2023**



STAFF REPORT

Subject: Contract Amendment with Michael Baker International (MBI) for the Western Coachella Valley Flooding and Blowsand Projects – Phase One

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

Recommendation: Authorize the Chair and/or Executive Director to

- 1) Execute Amendment No. 1 to the Professional Service Agreement with Michael Baker International (MBI) increasing the fee an additional \$794,786 to establish a revised amount not to exceed of \$5,259,417.58 to provide design, engineering and environmental services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One; and**
- 2) Execute new or amended Reimbursement Agreements with the Palm Springs, Cathedral City and Desert Hot Springs to outline the local share of project costs, with CVAG's share not to exceed \$3,944,562.75, and allowing the Executive Director and/or legal counsel to make minor modifications prior to execution**

Background: The August 20 deluge caused by Tropical Storm Hilary further highlighted the great need to invest in all-weather bridges at the low-water crossings such as Ramon Road, Vista Chino Drive, Indian Canyon, and Gene Autry Trail. Extensive flooding was experienced throughout the area, resulting in the partial closure of Interstate 10 and numerous road closures along many of the valley's regional arterials. In the storm's aftermath, road closures and detours caused major delays for travelers, including emergency services personnel, jeopardizing safety within the Coachella Valley. CVAG's Transportation and Executive Committee have demonstrated commitment to finding solutions to the roadways that frequently close due to flooding and blowsand. Over a series of contracts, CVAG has been working with Michael Baker International to not only identify cost-effective solutions but then to complete additional design and get the projects construction ready.

At the September 26, 2022, meeting, after a competitive procurement process, the CVAG Executive Committee approved a professional service agreement in an amount of \$4,464,631.58 with MBI to provide design, engineering and environmental services (construction bid documents) for prioritized improvements on North Indian Canyon Road (from Sunrise Parkway to Palm Station Road), Varner Road (from Mountain View Road to Date Palm Drive) and Date Palm Drive (from I-10 to Varner Road). They had been identified in CVAG's 2019 Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley the study as project numbers INCN7, VRNR2, and DPLM5. They also were prioritized in coordination with the Cities of Desert Hot Springs, Cathedral City and Palm Springs after considering conditions such as emergency and evacuation access, traffic volumes and stormwater flows. The scope of this

design work consisted of improving the local agencies roads and bridges/culverts on the above-mentioned roads segments. Bridge/culvert structures are being designed to convey 100-year flood events at Whitewater River, Chino Canyon Creek, Willow Wash, and Long Canyon Wash crossings.

In coordination with Cathedral City staff, CVAG staff is now recommending to expand the limits of work to include Varner Road between Palm Drive and Mountain View Road. This 3.7-mile segment of Varner that connects Palm Drive to Date Palm Drive may act as an Interstate 10 bypass. MBI proposes to complete the ultimate design for this segment, including the design of bicycle and traffic signal improvements. When MBI completes their design work, Varner Road will be ready to construct as soon as those construction funds are secured.

Additionally, CVAG has requested that MBI expand their efforts to study blowsand mitigation that will include high-level research and analysis to further dive into potential alternatives for the North Indian Canyon segment. Based on more recent technologies, CVAG staff and MBI believe it is prudent to expand the potential alternatives analysis to include underground tunneling, introduction of physical means for sand deflection, and the potential for covered roadway sections to mitigate sand concerns. This project is unique, in that it needs to mitigate the blowsands from entering the road, but that any solution will also mitigate the flooding that occurs along this stretch of roadway. As part of this analysis, MBI will include cost estimates for the proposed solutions, along with coordination and documentation of the potential environmental impacts of the proposed solutions and mitigation measures that could be acceptable to allow for the proposed improvements. MBI would also explore the opportunity to work with researchers to construct field test and evaluate empirical data to test blowsand mitigation concepts, and model the improvements to determine their impacts and effectiveness. If modeling of the site becomes a viable alternative, the cost associated with modeling will be considered additional work and will be negotiated based on the cost to complete the modeling analysis.

Finally, CVAG is also requesting that MBI conduct a high-level Emergency Access Study for the City of Desert Hot Springs. The study will look at access in and out of Desert Hot Springs, in an effort to identify an all-weather corridor that would service the city during future storm events. The recent flooding caused by Tropical Storm Hilary has been noted to have severely impacted the Mission Creek Drainage and ultimately may have yielded 1,000 year storm level flows. In order to provide a resilient and continuous emergency access, MBI will utilize the 2019 Western Coachella Flooding and Blowsand Risk Assessment and Improvement Plan for Western Coachella Valley, and expand upon its findings and recommendations. The team will coordinate with Riverside County Flood Control to obtain estimated flow rates through the region based on the recent storm and look at additional infrastructure improvements that could assist in providing un-interrupted access in the case of a significant flooding event. Work will include coordination with regional agencies, environmental teams and City staff to determine potential impacts and mitigations of the proposed improvements. Each alternative will be analyzed for constructability and analyzed from a cost/benefit perspective. From this, various improvements shall be proposed and cost estimated to allow the City of Desert Hot Springs to program for and potentially apply for grant funding.

Staff is recommending approval of Amendment No. 1 and authorization to work with cities to amend the related reimbursement agreements. With this recommended action, the Executive Director and/or legal counsel would also be authorized to make clarifying changes prior to execution.

In addition to managing the agreement with MBI for pre-construction engineering services, CVAG staff is actively seeking outside funding for construction of these improvements. As detailed in a separate staff report, CVAG in July 2023 applied for \$50 million in construction funding through the Local Transportation Climate Adaption Program (LTCAP). If successful, this funding would be used to construct improvements along North Indian Canyon Road (from Sunrise Parkway to Palm Station Road). The LTCAP intends to improve the resiliency of transportation infrastructure at-risk of weather events, natural disasters or climate change.

Fiscal Analysis: Amendment No. 1 with MBI would add additional work to Indian Canyon and Varner, as well as add new tasks related to work in Desert Hot Springs. The design and engineering work required to advance these projects is for an additional \$794,786, inclusive of the \$115,000 related to work in Desert Hot Springs. This would increase the total cost from \$4,464,631.58 to an amount not to exceed of \$5,259,417.58. CVAG's share is 75% of the total cost, which is \$3,944,562.75. The Cities of Palm Springs, Cathedral City and Desert Hot Springs will provide their local shares of 25% of all associated costs, which are expected to be \$693,872.68, \$592,231.57 and \$28,750 respectively.



CVAG staff has been working closely with local staffs on this project, and there is sufficient regional transportation funding to cover the additional amendment costs.

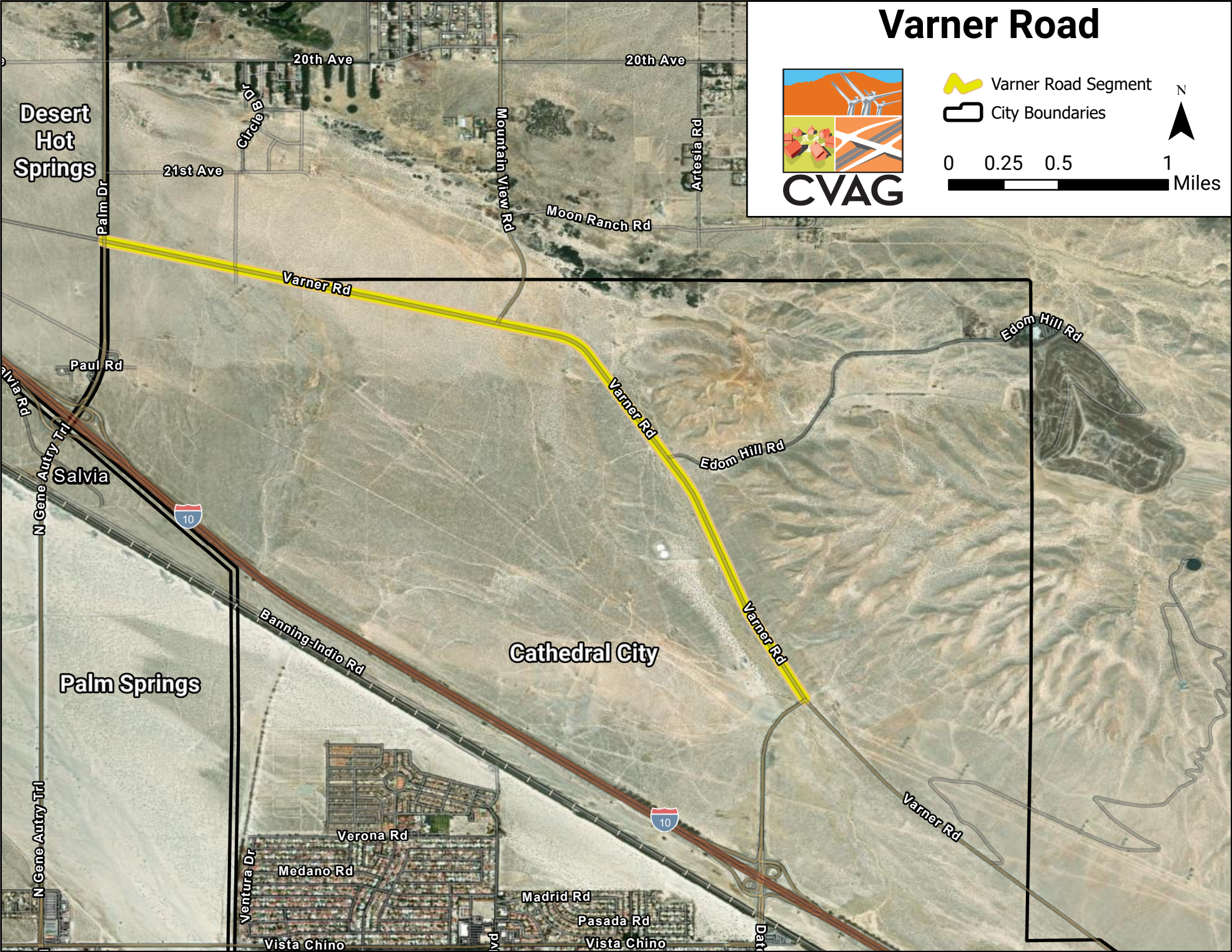
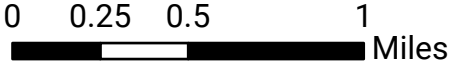
Attachments:

1. Project location map for Flooding and Blowsand Projects
2. Amendment No. 1 Professional Services Agreement with revised scope and fees

Varner Road



-  Varner Road Segment
-  City Boundaries



AMENDMENT NUMBER ONE
to the
MICHAEL BAKER INTERNATIONAL, INC.
DESIGN, ENGINEERING, AND ENVIRONMENTAL SERVICES CONTRACT
for the
WESTERN COACHELLA VALLEY
FLOOD AND BLOWSAND ROAD IMPROVEMENT PROJECT – PHASE I

This **AMENDMENT NUMBER ONE** is made and entered into this 25th day of September 2023, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **MICHAEL BAKER INTERNATIONAL, INC. (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated September 26, 2022, for Western Coachella Valley Flood and Blowsand Road Improvement Project – Phase I.

1. This Amendment Number One authorizes CVAG funds in the amount not to exceed **\$679,786** for additional Michael Baker International (MBI) design and engineering services as outlined in Exhibit A-1. Additional Scope of Services.
2. The total amount payable under this agreement shall not exceed **\$5,144,417.58**.

Original Contract	September 26, 2022	\$4,464,631.58
Amendment Number One	September 25, 2023	<u>\$ 794,786.00</u>
Total Contract not-to-exceed		\$5,259,417.58

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

MICHAEL BAKER INTERNATIONAL, INC

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Steve Latino, Associate Vice President

Date: _____

Date: _____

Attachment A-1

Michael Baker International – WCV Flood and Blowsand Project Amendment No. 1 Additional Scope of Services

Flooding within the Coachella Valley at specific crossings has been an ongoing concern for years. CVAG selected Michael Baker in 2019 to perform a study of twelve locations throughout the Western Coachella Valley. One of the locations was the crossing of Varner Road at the Willow Wash. In 2022, Michael Baker was selected to proceed with the design of Indian Canyon Road in Palm Springs. As the project has progressed, CVAG has asked Michael Baker to include the Varner Road crossing at the Willow Wash, with the addition of the ultimate roadway widening from Date Palm Drive to Palm Drive in the City of Cathedral City. The proposed scope of work, which will be similar in nature to the scope for Indian Canyon Road, will include additional survey work as well as significant right-of-way impacts, an EIR/EIS, and supporting drainage, traffic signal designs (2 new and 1 modification), traffic control plans, and structural work to design the Varner Crossing at Willow Wash as well as Varner Road to its General Plan Ultimate configuration from Date Palm Drive to Palm Drive. Due to the timing of the work, this project will track on a different schedule than Indian Canyon Road, which is due to the timing of the biological studies needed to complete the environmental work.

MBI will expand their efforts to study blowsand mitigation that will include high-level research and analysis to further dive into potential alternatives for the North Indian Canyon segment. Based on more recent technologies, CVAG staff and MBI believe it is prudent to expand the potential alternatives analysis to include underground tunneling, introduction of physical means for sand deflection, and the potential for covered roadway sections to mitigate sand concerns. This project is unique, in that it needs to mitigate the blowsands from entering the road, but that any solution will also mitigate the flooding that occurs along this stretch of roadway. As part of this analysis, MBI will include cost estimates for the proposed solutions, along with coordination and documentation of the potential environmental impacts of the proposed solutions and mitigation measures that could be acceptable to allow for the proposed improvements. MBI would also explore the opportunity to work with researchers to construct field test and evaluate empirical data to test blowsand mitigation concepts. and model the improvements to determine their impacts and effectiveness. If modeling of the site becomes a viable alternative, the cost associated with modeling will be considered additional work and will be negotiated based on the cost to complete the modeling analysis.

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cost/benefit perspective. From this, various improvements shall be proposed and cost estimated to allow the City of Desert Hot Springs to program for and potentially apply for grant funding.

DRAFT

ITEM 7B

Coachella Valley Association of Governments Transportation Committee

September 11, 2023



STAFF REPORT

Subject: Creation of an Ad Hoc Committee Focused on Improving Interstate 10

Contact: Tom Kirk, Executive Director (tkirk@cvag.org)

Recommendation: Create an ad hoc committee to work with Caltrans on highway improvements and nominate members from the Transportation Committee

Background: Interstate 10 is one of the Coachella Valley's major thoroughfares, serving as a critical corridor for interstate and international goods movement as it connects the Ports of Long Beach and Los Angeles with the rest of the country. CVAG has a longstanding partnership with both the Riverside County Transportation Commission (RCTC) and with Caltrans to deliver regional transportation projects along I-10. In recent months, members of the Transportation Committee have inquired about the status of I-10 projects as well as the need for graffiti abatement. This led to a presentation in June 2023 from Caltrans' new District 8 Director, Catalino A. Pining III.

In the daily rush to get to work or school, it can be easy to overlook the importance of Interstate 10 to the region. It does, however, come into sharp focus when the Coachella Valley experiences major events such as the Coachella and Stagecoach music festivals, which often turn the interstate into a parking lot. Tropical Storm Hilary, and the resulting flooding, further heightened awareness of how vital Interstate 10 is. It had to be closed overnight after the storm's record rainfall led to mudslides and flooding. Multiple interchanges were shuttered, and parts of the Bob Hope Road onramp were destroyed.

Improvements don't have to be just functional. Last month, CVAG Chair Scott Matas circulated a letter to CVAG's General Assembly outlining his vision for the 2023-24 fiscal year (This letter is presented as a separate item in the informational section of the agenda packet). Included in the letter was Chair Matas' proposal to establish an ad hoc committee to focus on improving Interstate 10 from the Banning Pass to the City of Blythe. The goal of this ad hoc committee would be to coordinate with Caltrans and RCTC to address longstanding traffic concerns, including through lane management and technology, as well as promote beautification and expand motorist assistance programs.

In addition to recommending the creation of the ad hoc committee, staff is also seeking the nomination of no more than five Transportation Committee members to serve on it. The recommended membership would be presented to the Executive Committee for approval when it meets in September.

Fiscal Analysis: Costs associated with the ad hoc committee would be covered under existing staff time.

ITEM 7C

Coachella Valley Association of Governments Transportation Committee September 11, 2023



STAFF REPORT

Subject: Engineering Services for the Coachella Valley Broadband Strategic Plan

Contact: Randy Bowman, Transportation Program Manager (rbowman@cvaq.org)

Recommendation: Authorize the Executive Director to negotiate and execute a professional service agreement with HR Green Pacific, Inc. in an amount not to exceed \$978,460 to provide engineering services for the Coachella Valley Broadband Strategic Plan

Background: During the 2021-22 California legislative session, the California Legislature passed, and the Governor signed Senate Bill 156, which directed the California Department of Technology to develop a statewide, open-access middle-mile network and allocated a historic \$6 billion to make broadband more accessible. As part of this effort, the legislation allocated \$3.25 billion for middle-mile capital investment in broadband infrastructure to help decrease the digital divide in the state. To increase internet access to homes, businesses and community anchor institutions in underserved and unserved communities, SB 156 also included \$2 billion for last-mile programs, of which \$50 million was allocated for the California Public Utility Commission's (CPUC) Local Agency Technical Assistance (LATA) grant program to support local agencies and tribes expand broadband service to unserved and underserved communities.

In August 2022, the CPUC began accepting grant applications for LATA funding. CVAG staff attended multiple workshops to gather information related to criteria and requirements of the program, and determined the proposed middle-mile infrastructure can be leveraged to facilitate last-mile connections. Such a proposal would bolster the work being done by CV Sync, the regional signal synchronization project now under construction, and coincide with CVAG's coordination with the State on bringing its own middle-mile project to the desert.

At its March 16, 2023 meeting, the CPUC voted to approve \$978,460, the full amount requested by CVAG, to develop a Coachella Valley Broadband Strategic Plan. The Broadband Strategic Plan will include planning, design and engineering work to promote and implement a regional plan to increase access to broadband in unserved and underserved areas. The plan will identify needs, gaps, implementation options, challenges and opportunities to increase broadband access and will leverage middle-mile infrastructure being planned by the state in the Coachella Valley. Ultimately, the plan will facilitate the build of last-mile projects that provide symmetrical 100 Mbps download and upload speeds. Per the grant requirements, the plan will have a focus on underserved and unserved areas in the Coachella Valley. To accomplish this, CVAG staff will continue coordination with all Coachella Valley cities and tribal nations, the Inland Empire Regional Broadband Consortium, Riverside County Department of Education, County of Riverside, the Connectivity Task Force and the Coachella Valley Economic Partnership.

In April 2023, the CVAG Executive Committee, at the recommendation of the Transportation Committee, authorized the Executive Director to take the necessary actions to accept the grant funds and move ahead with the project.

This grant-funded plan is an opportunity to engage and coordinate with CVAG member agencies, various stakeholders and SCAG to identify the Coachella Valley's vision for a broadband initiative, anticipated benefits, challenges, and opportunities, and the strategy and action plan to carry out the vision. The plan is envisioned to ultimately lead to shovel-ready last-mile projects that can reliably provide symmetrical 100 Mbps upload and download speeds to residents, public institutions, and businesses. In addition, the plan and its deliverables will be key to any further applications for broadband grant funding, which continues to be available through various state and federal programs. The scope includes data collection; a market and a needs assessment; gap analysis; phased implementation plan; and the related engineering design and financial analysis.

A Request for Proposals (RFP) was issued in May 2023 that includes the elements contained in the LATA grant proposal. The RFP was properly advertised and posted on June 1, 2023. Five proposals were received by the July 13, 2023 submittal deadline. CVAG assembled a proposal review committee comprised of CVAG staff and representatives of the four CVAG member jurisdictions, which also received LATA grant funding. Proposals were evaluated on July 27, 2023, and a short list of three proposers was selected for interviews. Interviews of the short list were conducted on August 1, 2023.

Consultant	Location	Short-Listed
Guidehouse, Inc.	McLean, VA	Yes
HR Green Pacific, Inc.	Palm Desert, CA	Yes
Magellan Advisors, LLC	Denver, CO	No
Michael Baker International, Inc.	Palm Desert, CA	Yes
Minager & Associates, Inc.	Laguna Hills, CA	No

HR Green Pacific, Inc. received the highest ranking from the proposal evaluation committee for both the proposal and the interviews. HR Green is an established engineering consultant with offices in eight states, a local office in the City of Palm Desert and previous experience in several of CVAG's member jurisdictions. As noted in the proposal, HR Green has conducted similar types of multi-jurisdictional broadband planning in Texas, Minnesota, and Iowa and brings a national perspective. HR Green is currently working on broadband planning with the cities of Palm Springs and Palm Desert, and has identified the CV Sync project designer as a subconsultant.

Based on the proposal evaluation committee's feedback, staff is recommending the Executive Director be authorized to execute a contract with HR Green Pacific, Inc. to proceed with the work on Coachella Valley Broadband Strategic Plan. CVAG staff and HR Green Pacific, Inc. are presently negotiating the terms of the contract, which are expected to be completed for the September 25, 2023 Executive Committee.

Fiscal Analysis: The contract for HR Green is for a not-to-exceed amount of \$978,460, and it will be fully covered by the LATA grant. The work must be completed within two-years of CPUC approval, which would be March 16, 2025.

To date, CPUC has received a total of 126 LATA grant applications, including 117 applications from Non-Tribal Agencies and 9 applications from Tribal Local Agencies. Of those, CPUC has awarded funding to 97 Non-Tribal agencies for a total of \$44,992,171; and four Tribal Local Agencies have been awarded a total of \$2,605,304 with review continuing on the remaining applications. CPUC is no longer accepting applications as funding has been fully committed, for Non-Tribal Agencies, and funding is expected to be fully committed for Tribal Local Agencies upon completion of the review of remaining applications.

In addition to submitting the LATA grant application, CVAG staff reached out to all its member jurisdictions to make them aware of the grant opportunity. This approach helped to identify potential partnerships and also helped increase the potential of these grant dollars coming to the Coachella Valley. Furthermore, the coordination helped to ensure no overlap in the work between CVAG and other cities. CVAG and four member agencies have been awarded LATA grant funds as follows:

CVAG:	\$978,460
County of Riverside:	\$500,000
City of Coachella:	\$234,000
City of Palm Springs:	\$233,500
City of Indio:	\$256,746

The Southern California Association of Governments (SCAG) also received a LATA grant award for \$996,058. SCAG and CVAG are in the top five largest LATA grants awarded to date.

Attachments:

1. HR Green Pacific, Inc. Technical Proposal
2. HR Green Pacific, Inc. Fee Proposal



Coachella Valley Broadband Strategic Plan

PROPOSAL FOR

Coachella Valley Association of Governments

JULY 13, 2023



Ken Price, CGCIO, CCM

44651 Village Court | Suite 123
Palm Desert, CA 92260

Office 760.262.4317 + Mobile 303.601.5554

kprice@hrgreen.com



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► HRGREEN.COM

Allen McMillen
Coachella Valley Association of Governments
74199 El Paseo STE 100
Palm Desert, CA 92260

July 13, 2023

**Re: Professional Engineering Services for Coachella Valley Broadband Strategic Plan
CVAG and HR Green – Bringing Broadband to All in the Coachella Valley!**

Dear Allen and Other Selection Committee Members,

Broadband has evolved from a nice thing to have to an important ingredient for economic development. Several Coachella Valley organizations and agencies including the Coachella Valley Economic Partnership (CVEP), College of the Desert, Riverside County and the Cities of Palm Desert and Indio have all recognized high speed broadband as a significant ingredient for many key components of quality of life, including education, business attraction, telemedicine, tourism, working from home, seniors staying in their homes and young people staying in the community. **Improving broadband takes leadership, good information and a proven process.** Beginning with clear goals is vital to the success of the project.

HR Green Pacific's (HR Green) team members have facilitated broadband visioning and goal setting sessions in communities across the country, and currently in Palm Desert and Palm Springs. **We have worked with conglomerate associations similar to CVAG to define all desired outcomes.** Because of the many factors that impact broadband, this can be a confusing process that can make it challenging to figure out the path to achieving its vision and goals. Having a firm with **HR Green's** experience can cut through this confusion, clarify the community's viable options, and quickly eliminate irrelevant ones is vital. Our team prides itself on providing practical broadband master plans that can be the basis for preliminary and final designs of your broadband project.

Our team will be led by our **Project Manager, Ken Price, CGCIO, CCM** and supported by our **Municipal Advisory Services Manager, Tim Jonasson, PE**. They will coordinate CVAG's efforts with the valley-wide signal synchronization and Middle-Mile projects. As the former Public Works Director for the City of La Quinta, Tim chaired CVAG's policy subcommittee for this project and has followed its development through construction which is currently underway. Because of a strong existing relationship, **Advantec Consulting Engineers, Inc. (Advantec)** is joining **HR Green's** team as a sub-consultant. This is extremely important for the best coordinated outcomes of the project (aligning CV Sync with last-mile designs) and for stretching the budget dollars and making sure efforts are not duplicated. **HR Green's** work with Palm Desert and Palm Springs combined with **Advantec's** existing CV Sync work make for **the best opportunity for the maximum coordination and use of a tight budget as possible.** **HR Green's** Principal-in-Charge, George Wentz, PE, who is a resident of the Coachella Valley, is authorized to negotiate agreement terms.


We look forward to assisting CVAG with this very important project. If you have any questions or require additional information, please contact Ken Price either by phone at: 720.602.4951 or by email at: kprice@hrgreen.com.

Sincerely,

HR GREEN PACIFIC, INC.



Ken Price, CGCIO, CCM
Project Manager



George A. Wentz, PE
Principal-in-Charge



Tim Jonasson, PE
Municipal Advisory Services Manager



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2. Qualifications, Related Experience, and References

Firm Profile



Building Communities.
Improving Lives.

CELEBRATING
110
YEARS

For more than a century, HR Green has been dedicated to providing the services our clients need to achieve success. We collaborate across geographies and markets to provide engineering, technical and management solutions. With more than 650 employees and offices in eight states, HR Green provides engineering consulting services in Water, Transportation, Governmental Services (including Fiber and Broadband), Land Development, Environmental Consulting, and Construction. One of America's longest operating design firms, HR Green is consistently ranked among ENR's Top 500 Design Firms in the United States, standing at #162 in 2022.

Principal-in-Charge

George A. Wentz, PE

P: 951.475.3601

E: gwentz@hrgreen.com

Project Manager

Ken Price, CGCIO, CCM

P: 720.602.4951

E: kprice@hrgreen.com

Local Office

HR Green Pacific, Inc.

44651 Village Court I Suite 123

Palm Desert, CA 92260

1913

HR Green was founded in Cedar Rapids, Iowa in 1913 and has grown to 18 offices throughout the country, including two in **California**.

650+
60+

HR Green employs more than 600 people nationwide.

We have more than 60 staff members specializing in telecommunications and engineering.

► **HR GREEN HAS SERVED CVAG AND EIGHT OF NINE COACHELLA VALLEY CITIES OUT OF OUR LOCAL PALM DESERT OFFICE.**

HR GREEN'S FIBER AND BROADBAND CAPABILITIES

HR Green's Fiber and Broadband services cover more than broadband studies. We offer a full array of capabilities that cover strategic community efforts from inception to construction, and every stage between, including:

Strategic Policy Development & Implementation	Core Equipment & Architecture Design	Telecommunications Network Design
Regional Collaboration	Master Planning & Engineering	Project & Program Management
Operational Modeling	Business Model Assessment	Construction Management
Telecommunications Co-Location Consulting	Grant Writing & Administration	Smart Grid Analysis
Regulatory Compliance	Business Case Needs Assessment	Smart Grid Design & Implementation
Community Engagement	Market Assessment	Street Lighting Analysis & Design
ITS Design & Implementation	GIS Mapping	Fiber Capability Evaluation

Financial Condition

HR Green's parent company, Green Companies, Inc., is a privately held company owned by its employees and directors. As of FYE 2022, the Company had 2,000,000 shares with \$5 par value authorized with 1,457,638 issued and outstanding. The Company has an available \$10.0 million Line of Credit with Bankers Trust Company in Cedar Rapids, Iowa. Because of the Company's strong cash flow from Operations, as well as strong fiscal discipline, this available Line has been used sparingly and was zero as of the end of each year since 2014. GCI/HR Green continues to have a strong balance sheet, is well capitalized and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. A copy of our Audited Financial Statements is available upon request.



Professional Engineering Services Broadband Strategic Plan

► Coachella Valley Association of Governments

Firm Experience

HR Green's Experience By The Numbers

24+

Counties HR Green served in broadband planning and feasibility projects.

100+

Years HR Green has been in business serving our clients.

9,595+

Square miles of county area included in broadband planning and feasibility projects.

HUNDREDS OF MILLIONS OF DOLLARS

In grants and partnerships received for our clients across the country.

Projects like this are complex. Over 110 years, HR Green has developed a strong reputation for managing complex projects for the best outcomes for our clients. A company does not stay in business for that long, working in the complexities that we do without experienced people, strong leaders, established processes and specific tools to bring success. We have carried those strengths into our Fiber and Broadband practice within which we have achieved the same outstanding results.

For example, **Advantec, our Design and Engineering Advisor subconsultant**, is currently working with CVAG developing a Smart Region Program implementing ITS on a valley-wide basis to maximize highway and arterial system capacity, improve operational efficiency, improve safety, and improve the environment. In addition, other smart cities solutions are integrated in the program including Big Data, Smart Government, Internet-of-Things (IoT), Open Data, and Broadband Communications.

Additionally, **the Greater Des Moines Partnership** (GDMP) is a COG-like economic development focused partnership of 10 counties, who conducted a nationwide search for a consultant to

help them lead their member cities and counties towards improved broadband. They selected HR Green. For GDMP, we brought our people, in-house developed tools, and processes to manage a very complex project to great results. To see examples of our final work-products, follow this link: <https://www.dsmpartnership.com/growing-business-here-central-iowa-broadband-internet>.

Very similar to your project, we conducted a survey in our custom portal, guided the cities and counties on policy, provided high-level designs and costs, engaged providers, provided needed information for grants, etc. GDMP did not want to build and own, so we advised their constituents in what they needed for their projects. From our successful results in GDMP, we have been selected for a 13-county project in Houston (H-GAC).

Fort Dodge, IA is an example of a full cycle project that could be similar to projects that CVAG might build and own. We started with gathering the information necessary to make the decisions y to improve broadband in their area (which had many challenges). Their initial idea was to work with providers and provide any capital needed to make projects work. We did full feasibility for five options—four with providers and one to provide a frame-of-reference for full project costs and revenues.

When leadership saw the options, they made the surprise decision to finance, build and own a new fiber network. Our feasibility projections were so complete that they were all that was needed to secure \$40 million in bonding. **D.A. Davidson, one of the largest municipal bonding agencies in the country, said they usually require final design, but our mid-level numbers were so good that they would use ours – on that project and in the future.** We also used our mid-level design numbers to help the owner purchase materials and hire construction contractors – a first-in-the-nation use of our detail to help the community get ahead of lead times and price increases. We are now in the second year of construction.

In your project, we would expect that providers will build a lot of the last-mile. This will enable us to focus your budgeted dollars on the areas that you want more detailed feasibility and design (making the budget work to achieve your goals). The same personnel who led the work in Fort Dodge are proposed on your project. As with GDMP, your proposed Assistant Project Manager, Ken Demlow, was the lead project manager. Ken Price worked in some specific capacities in Fort Dodge and was the project manager on several other key projects (specifically in Colorado and California), as you can see in his resume in the Appendix.

Because of their experience and success on those projects, we have proposed their participation in yours.



Downtown Fort Dodge, IA



El Paso County, CO regional middle-mile connectivity

Experience with Government Agencies

HR Green has extensive experience working with government agencies at various levels, ranging from local municipalities to state and federal entities. HR Green's key proposed staff bring decades of broadband, engineering, civil design services, and public works support experience throughout Southern California and in the Coachella Valley.

REPRESENTATIVE AGENCY CLIENTS	ASSESSMENTS					PLANNING & PROGRAM MANAGEMENT									NETWORK DESIGN & IMPLEMENTATION					
	Broadband / Fiber Optic	Technology Needs	Regulatory	Wireless	Market / Financial	Project / Program	Infrastructure Inventory	Business Modeling	Community Engagement	Staff Augmentation	Master Planning	Public Policy Development	Wireless Assessment	Grant Writing / Funding Sourcing	Utility Coordination	GIS Mapping	Permit Coordination	Wireless Implementation	Network Design	Construction Management
City of Palm Desert, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Pico Rivera, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Palm Springs, CA (Pending 2023 Start)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of McKinney, TX	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Greater Des Moines Partnership, IA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
El Paso County, CO	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Tillamook Lightwave, OR	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Fort Dodge, IA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Delta Montrose Electric Association, (DMEA) CO	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Mountain Parks Electric, Inc, CO	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Portland, OR	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Holy Cross Energy, CO	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Alliant Energy, IA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Town of Bayfield, CO	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Sugar Land, TX	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
ImOn Communications, IA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of West Des Moines, IA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Village of Elk Grove, IL	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Top-Tier Telecommunications Company, TX	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

References

REFERENCE

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Director of Economic
Development

City of Palm Desert
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E: eceja@cityofpalmdesert.org

City of Palm Desert, California

HR Green's approach was guided by a belief that the City must clearly articulate key issues and desired goals through a measured process that shepherds the process from study to action. HR Green facilitated broadband visioning and goal-setting sessions with elected officials, agency staff, and residents to define all desired outcomes. The team also oversaw the inventory of Palm Desert's existing broadband facilities and led the city's team through the master plan development process.

In addition, HR Green coordinated Palm Desert's efforts with the Coachella Valley Association of Government's valley-wide signal synchronization and Middle-Mile projects, as well as other regional broadband initiatives, including the initiatives of the local school districts, higher education institutions, Caltrans, and economic development organizations.

REFERENCE

Luis Osuna, PE
Assistant City Engineer

6615 Parsons Boulevard
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P: 562.801.4364
E: losuna@pico-rivera.org

City of Pico Rivera, California

HR Green worked with Pico Rivera to develop a Fiber Optic Master Plan to help the City control its destiny by deploying a converged network and connected infrastructure model for future development. The proposed core network model chosen by the City will provide a platform for community needs, while creating capacity for a private sector ISP to increase broadband competition in the community. Pico Rivera subsequently selected SiFi Networks as its broadband provider and construction is underway. HR Green provided technical review of SiFi's proposed microtrenching deployment specifications and coordination of initial planned colocation builds.

REFERENCE

Tom Kirk
Executive Director

73710 Fred Waring Drive, #200
Palm Desert, CA 92260
P: 760.346.1127
E: kirk@cvag.com

Smart Cities/Regions Program, Coachella Valley Association of Governments (Advantec)

Advantec and Coachella Valley Association of Governments (CVAG) are developing a Smart Region Program implementing ITS on a valley-wide basis to maximize highway and arterial system capacity, improve operational efficiency, improve safety, and improve the environment. In addition, other smart cities solutions are integrated in the program including Big Data, Smart Government, Internet-of-Things (IoT), Open Data, and Broadband Communications. Also, other non-transportation technologies are planned to be included under the program including Smart Weather Sensors, Smart Parking, and Smart Lighting System.

REFERENCE

Stacie LoVan
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com

Greater Des Moines Partnership, Des Moines, Iowa

HR Green provided a survey of residents and businesses and meeting with other key stakeholders within the 11 county project area. The data received was used to inform leaders of where specific broadband issues exist, challenge any federal and state map inaccuracies (ensuring grant eligibility) and also provide a central collaboration tool to bring the needs, municipal leaders, providers and funding sources together to develop real solutions. This central collaboration tool is of particular note because it is a ground-breaking, an original creation by HR Green to develop solutions, rather than simply display issues.



HRGreen.
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3. Proposed Staffing and Project Organization

Method and Key Personnel

Over 110 years in business, HR Green has distinguished itself as an outstanding partner in complex projects. That dedication to our clients and projects and the methods and experience have carried over to our Fiber and Broadband Practice. Evidence of our commitment and expertise can be seen in our successful projects as described in the section describing HR Green's experience in similar projects. In this section, we want to highlight some components of the method that we will use to manage your project to successful outcomes.

One component of our success is **our project management process**, developed to maintain the communication and collaboration necessary to navigate all of the factors and possibilities of this type of project. The very nature of planning and feasibility projects creates the necessity of a focused but adaptable process. Usually, the results of the data gathering inform or determine the decisions to be made – which determine the next steps. Because of that very dynamic, the process needs to have a clear path that is able to adjust to the results of the early steps.

We have intentionally built **a method to guide this dynamic process** to the best outcomes. It begins with real deliverables for every task. We provide relevant deliverables and our expert analysis of what is in the deliverables. The goal of this process is to discuss the findings and our interpretation with you before decisions are made and next steps are taken. This provides the intentional space for clarification, adjustments, course adjustments or major changes.

We also build in regular update meetings. These important strategic events are where we create an agenda of needed discussions and presentations for deliverables. These keep the project on track with the schedule and with the topics at the time. Perhaps more importantly, it also **keeps CVAG in the driver's seat**. Making sure you know what is happening and what decisions are being made gives you the opportunity to lead those decisions and next steps.

Another distinguishing factor in our method for managing this project are the tools that we have developed which give us **the ability to have great information and make quick adjustments or pivots**. For example, in a current regional project in Minnesota, our client received a middle mile grant that changed a great deal of how last-mile was being considered. Rather than being catastrophic to our planning, feasibility and design project, we were able to pull in the new information and begin evaluating the new options for last-mile and how those could be designed and completed. The project drastically changed, but those were just adjustments in the process for our tools and method.

The key people we are proposing for your project have been involved with HR Green's processes and tools on several projects. For example, Ken Price has **successfully utilized these in California and across the Country**. The other key people have also had key roles in many HR Green projects – with the same methods and project management. You can see on their resumes all of the projects they have been directly involved in – all of those utilized our methods, processes and tools.

We want to highlight that built into our method and processes is **a relentless commitment to listen to our clients**. We offer and lead with our expertise, but we bring those to your goals, as opposed to making you accept our goals and what is best for us. For example, in high-level and detail design for a regional provider, they had to part ways with several engineers because those engineers had the approach of requiring clients to do things the engineer's way. **It is important for us to communicate and maintain industry standards**, but this client had specific needs that had more to do with process than with engineering details. This client has a demanding schedule and because of our processes, tools and expertise, we are able to navigate their options to help them reach their goals with excellent designs and standards. They are reaching their goals and are very happy – and so are we.

INTELLIGENT INFRASTRUCTURE

Centennial, CO - Over a five-year period, **HR Green** staff prior to joining our firm, led a comprehensive, City-wide effort including assessment and feasibility analysis, design, construction and ongoing operations. The work completed during this period created Colorado's first large-scale municipal open access fiber optic network.



HR Green staff designed, constructed and operated an extensive new fiber optic and wireless radio-based traffic signal master system and traffic operations center in conjunction with CDOT.

Organization Chart

Your primary point of contact is **Ken Price, CGCIO, CCM**, our assigned **Project Manager**. Ken will see that all resources are allocated to your projects as needed, serve as part of our QA/QC team, and will be available for requested meetings with CVAG. His resume and work experience, along with that of the rest of the Project Team are found in Section 5. Appendices.

The following key personnel will be available to the extent proposed for the duration of the Project. HR Green acknowledges that no person designated as key to the project shall be removed or replaced without the prior written consent of CVAG.





4. Work Plan

4.1 Methodology and Approach

The Coachella Valley Association of Governments' (CVAG) plan to leverage its middle-mile project to facilitate last-mile connections and achieve 100 Mbps symmetrical upload and download speeds is an important step toward addressing the unserved and underserved areas of the Coachella Valley. CVAG should be commended for utilizing its LATA grant to engage with local jurisdictions and stakeholders to identify the Coachella Valley's vision for a broadband initiative, anticipated benefits, challenges and opportunities, and the strategy and action plan to carry out the vision, which will ultimately lead to shovel-ready last-mile projects that can reliably provide symmetrical 100 Mbps upload and download speeds to residents, public institutions, and businesses.

The recent pandemic has drawn an even sharper focus on the impact that lack of internet access has on communities. No longer is broadband a luxury for video-on-demand and streaming services. Instead, it is a crucial part of how our residents work, gain access to medical treatment, and how our children learn, as well as a determining factor for businesses considering relocation. Effective broadband solutions are now critical to all phases of our life.

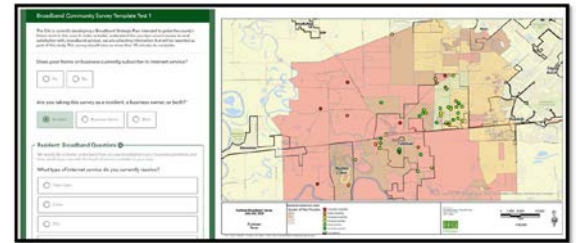
We have witnessed many communities taking increasing control of their broadband future by creating an active strategy to serve constituents and attract new businesses with meaningful broadband access. As we have worked with communities across the United States, including several in California, we applaud the initiative of regions like the Coachella Valley in taking control of the narrative and leveraging regional planning and investment efforts into a series of prioritized programs that drive maximum impact. The technology may vary, but the will to create a defined path forward is crucial to closing the all too frequent broadband gap.

This project has several components that make it more complex than many others. Examples of these components are:

- Multiple stakeholders
- An existing fiber project to make interconnection
- Data conversion
- Multiple jurisdictions
- Survey and survey promotion
- Policy expertise
- Grant preparation
- The need to have a full life-cycle from identification of broadband issues, to development of a unified vision and to design

HR Green has distinguishing experience and has developed processes and tools for this level of project. For example, in an eleven-county project in Iowa, we developed a tool to have an online survey with a portal for the key stakeholders to monitor the results to ensure we were getting responses representative of the entire geography, across demographics and that were statistically valid. This tool is important for collaboration and our process for promotion was a key to success. Survey results are very dependent on the organized promotional effort.

That takes experience – that HR Green has.



Broadband Community Survey

Life-cycle experience is also very important. In Fort Dodge, Iowa, we started at the initial concepts phase, worked through gathering the data necessary to define options, performed multiple feasibility options (based on the possibilities they had – the specific tools we developed for modeling were key in being able to help them fully explore their options), full feasibility and visioning, moved to detail design and the steps of construction preparation and oversight.

Another key distinguishing factor for HR Green is our relationship with Advantec. Having them participate with us builds on their excellent work in CV Sync and that collaboration is very important in designing the interconnection options. Combining this important relationship with our current work in Palm Desert and the project we are beginning in Palm Springs, there is a synergy that is available that only HR Green brings to the project.

HR Green's approach is guided by a belief that CVAG must lead in organizing and clearly articulating the key issues and desired goals in such a complex process. HR Green will be your advisor and project manager through a measured process to shepherd this process from study to action. Our team will provide work products and deliverables and will do so in a framework that enables CVAG to move quickly from visioning to planning and onward into deployment of facilitative solutions to drive availability and adoption of true broadband services.

There are a couple of key ingredients in our Project Management Process (which is discussed throughout our response) that are instrumental in successfully managing all of the components of this type of project, that we want

to highlight.

- Regularly scheduled update meetings – we have found a cadence of updates and discussion are very significant in managing through the different components and issues
- Deliverables for each task – the significance of deliverables for each task is easy to overlook. But, these are important to be able to evaluate findings and recommendations for each task to ensure that the project is moving in the right direction, that there is no ambiguity or confusion building into the process and to make adjustments when necessary.

HR Green believes that your choice of a consultant who has a proven track record of actionable outcomes is critical to achieving your goals. Our track record of success with other California projects is rooted in the belief that these projects are not just plans, but actionable roadmaps that can result in near-term solutions. While other consultants are satisfied with defining the problem and proposing generic recommendations, HR Green will deliver a preliminary engineering plan and bring key partners to the negotiating table.

The detailed scope of work that follows is intended to give you some insight into how our proven process will enable real change in the Valley. Our key differentiators include the following outcomes:

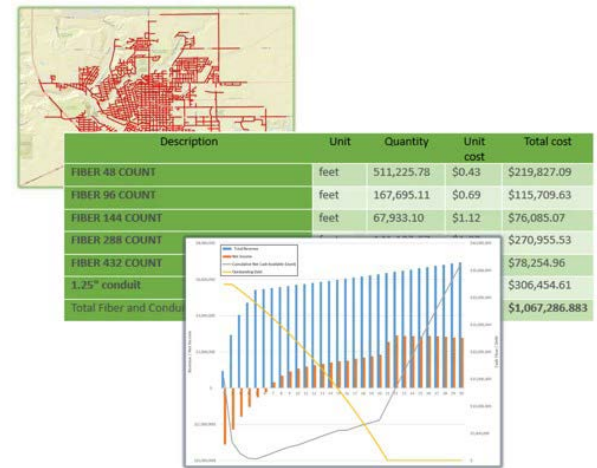
- Vision development experience that includes creating a state-of-the-art long-term fiber infrastructure network architecture where communities have better control of the aesthetics of the network deployment while enabling a faster time to market and attractive cost/revenue model.
- Design of shared fiber optic infrastructures to support broadband implementations at a level of detail sufficient to project accurate project costs.
- Proven experience establishing, negotiating, and developing Public Private Partnership (P3) models.
- Bondable financial models and other supporting tools that are owned by you and suitable for future implementation work. You are not just a recipient of our deliverables but involved in their creation and owners of the underlying work product.

Because we begin with a proven end in mind, our scope of work will help you to clarify your Vision, understanding the true costs and potential benefits at each phase of work. We are excited to help lead CVAG to an exciting future.

Key Issues to Consider

Issue: Budgeting

Our team is concerned about the budgeting and CVAG service expectations. All consultants have this same issue – there are no magic solutions or shortcuts. Making all of these pieces (CAD to GIS, conceptual design through to detail design) fit into your budget is possible, but it takes a clear understanding and process. We recommend caution with any responses that do not call out this issue – pretending every option can be performed for every component within this budget is not possible. There are good ways to complete what we interpret CVAG actually wanting, but again, that takes a clear understanding of the real goals and a process to achieve those goals. Here are two examples.



Conceptual/High Level Design

GIS/CAD

This is a good example, because it points out the difference between “everything” and “what is needed” to complete this project. The platform that HR Green will utilize for all forms of design (conceptual to final) will be GIS. We understand that existing files are in CAD format. As we have worked in Palm Desert, we have had to convert CAD files (some of the same ones that will be used in this project) from CAD to GIS. Even with modern conversion tools, this is a very labor-intensive process. There are some attributes that can be electronically converted, but there still has to be a geolocation and some details have to be digitized. Thus, converting all files from CAD for GIS could take most (if not all) of the entire project budget and extend it many months. Converting “everything” can be a great goal over time, but it could also cost a significant amount (a large portion of the current budget) and take all of 2023 and a major part of 2024.

The solution we recommend is for us to do our work in GIS and only converting over “what is needed” for our design (as we have done in Palm Desert). We can show you what that looks like and how it is usable. We can convert all of the drawings, but as mentioned above, that would take

a significantly higher budget and a long extension to the project schedule. That is a worthy goal, but that probably needs to be a separate project (which we would be interested in doing).

Design – Conceptual/High-Level Design (HLD)

This is another important example of how the budget can work for “what is needed.”

Beginning with conceptual design (HLD), the pricing for conceptual design (HLD) is a combination of number of communities plus number of addresses. To work within the project budget, this number will need to be in the \$60,000 range. HR Green has roughly estimated that budget translates to a total of eight (8) communities and 40,000 service points. Because we are not sure how many exact service points are needed for conceptual design of projects that CVAG will be considering building and owning, this is an important factor to discuss. If our estimate is high, and the number of communities and service points is less than 8 and 40,000 respectively, there would be more budget for other feasibility and/or detail design.

Doing conceptual design (HLD) for “everything” (all service points in the entire CVAG footprint) could cost hundreds of thousands of dollars. But is conceptual design (HLD) needed for all of the service points in the entire CVAG area for this project? That does not seem likely. There are two major groups of addresses that should not need conceptual design (HLD): HOAs and areas in which providers will do fiber-to-the-premise (FTTP). Those areas will have their own path to FTTP that CVAG can monitor, but should not need to be directly involved in (and, thus, not need conceptual design).

There is a logical way to arrive at approximately the number of communities and addresses (“what is needed” as opposed to “everything”) that can fit into the budget. By removing HOAs (we will need the number of addresses in HOAs supplied) and utilizing the provider outreach and RFEI process, in HR Green’s response, to determine who will have FTTP from private providers, we can greatly reduce the areas and service points that will need conceptual design (HLD). What will be left are the areas that CVAG could decide to figure out what steps to take. Conceptual design (HLD) would be instrumental in figuring out the details needed (conceptual design (HLD) and costs) to make decisions on next steps on the next steps in those areas.

Lastly in the levels of detail design, the same logic can apply. With the conceptual design (HLD) information for the areas that could need CVAG attention, CVAG could

work through two processes to decide what next steps to take. First, CVAG can prioritize the areas that are not in an HOA and that do not have acceptable plans for FTTP to determine how much detail design can be done within the current budget. If there is enough budget to do detail design on all of the remaining areas, then that would be an exceptional outcome. If, however, there are more areas than there is remaining design budget, decisions can be made as to how much can be done in the current budget and how the other areas can be addressed.

There are several options to be able to do more detail design if more areas need that than there is current budget. One is looking at revenue that can be generated from any infrastructure put in place or other policies that can be implemented that can produce revenue. Another is seeking other grants. Realizing this might be needed (for design and construction), we have included additional grant consulting and writing help in Task 2.1.

There is a path to make this project successful, but, as discussed, we feel it will take honesty and clarity to find it and execute it. As you can hopefully see in this section, HR Green is committed to helping you achieve success in your project through our experience, honesty and translating our experience into clear objectives and steps.

4.2 Scope of Work

Below is an outline of HR Green’s various tasks associated with the development of the Coachella Valley Broadband Strategic Plan. Our Scope of Work will deliver to CVAG a Plan that will include:

- Technology plans
- Business models
- Identification of new opportunities for partnerships that can help spur additional business, programs, and economic growth
- Designs of broadband infrastructure for shovel-ready projects
- Community vision
- Assessments of existing broadband related resources
- Gap and needs analysis
- Results from engaging local stakeholders
- Identification of appropriate technology
- Governance framework
- Project plans
- Implementation plans

Financial and feasibility analysis related to managing, operating, and maintaining a last-mile infrastructure

Our scope is broken into four tasks, which also includes various subtasks, with deliverables at the completion of each task and subtask. All the deliverables will be compiled into the final comprehensive Master Plan.

Task 1: Project Management & Meetings

Task 1.1 – Project Management

HR Green's Project Manager, Ken Price, CGCIO, CCM, will be responsible for project management activities throughout the life of the contract. He will manage the scope of activities including, but not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing, and distributing minutes, field reviews, tracking action items for CVAG and our subcontractors, and preparing all exhibits and presentations for CVAG to submit to its committees, peer agencies, stakeholders, and public meetings, as applicable.

Our team's Project Manager, along with other members of the HR Green project team and CVAG staff will engage in the development of a detailed Project Management Plan. The Plan will identify roles and responsibilities related to the project. These roles and responsibilities, which will be identified during the project kickoff meeting, include, but are not limited to, communications, decision-making, project timeline, and administration.

In addition to technical-focused meetings with CVAG, which may or may not need to be in person, our project manager will make provisions to conduct an in-person kick-off meeting; bi-weekly progress meetings with CVAG; and stakeholder involvement meetings.

Our Project Manager is charged with the pivotal role of bringing our company's efforts together with your expectations, budget, and schedule. In our experience, an intermediate deliverable approach is the best way to accomplish this.

HR Green's Project Manager will be accessible and responsive to you at all junctures in the project. Specifically, HR Green proposes the following methods to guide our overall project communication for this project:

Proactive Project Manager: To ensure continuity of the project, Ken Price, CGCIO, CCM, will serve as your main point of contact and oversee all aspects of efficient project management, on-time, and within budget. The HR Green project manager will be responsible for managing all project tasks, including meeting preparation and maintaining a project management plan, and

documentation of all activities and meetings of the project.

Project Scheduling: MS Project, or a similar tool, will be utilized as the primary tool to create and manage the project schedule, including milestones and deliverables. This will be modified based on your needs throughout the project. We will utilize this tool to document progress, to illustrate and track what percentage of each task has been completed, and who completed the task.

Program Coordination: HR Green's Project Manager will be available, as needed, to participate in broader coordination discussions with other members of the project team to ensure interdependencies of schedule and technical natures are understood and planned for.

Additionally, as we approach project milestones, a formal meeting can be held, allowing a focused opportunity to sit down together and review progress on the project. This approach requires careful listening from the Project Manager to client input. It also requires the Project Manager to closely monitor the project schedule and budget to know when these milestones are approaching. Please note, finally, that it invites active participation from you as part of our team. Your voice is crucial to the success of this management approach.

Meetings and Stakeholder Involvement: Our team will conduct bi-weekly project meetings. In addition, we will conduct stakeholder involvement meetings and presentations to CVAG committees.

We will facilitate bi-weekly virtual meetings throughout the project to provide updates to CVAG's project team and stakeholders. Topics could include the status of the project, major milestones, deliverables, potential problems, plans for the next period, other progress issues, and ensuring alignment on project goals. We will also use these meetings to seek approval of CVAG's project team leader of our team's recommendations.

Our Project Manager will work with CVAG to establish the dates and times of these meetings. Prior to each meeting we will provide CVAG with a written agenda for the meeting and prepare written meeting minutes and submit them to CVAG after the meeting. The minutes will include issues discussed and the resolution or action required to resolve any issues. At each Progress Meeting, we will provide a four-week horizon schedule to be used in monitoring the progress of the work.

Our team's Project Manager will conduct or otherwise assist CVAG in preparation for and participation in the following meetings:

- One kickoff meeting

- Bi-weekly project meetings (in-person or remote, as approved by CVAG)
- Meetings with stakeholders and member agencies
- CVAG Transportation Committee (up to 2 meetings)
- CVAG Executive Committee (up to 2 meetings)
- Three staff-level meetings each per nine cities, County of Riverside, four tribal councils, and CPUC representatives
- Stakeholder meetings with regional telecommunications providers, education sector representatives, business sector representatives

Our team will conduct a mutually agreed upon number of stakeholder interviews with local businesses, business organizations, health care providers, educational providers, other governmental organizations, the residential and non-residential development community, the residential and non-residential brokerage community, regional site selection individuals or companies and broadband providers regarding current and future broadband needs. We will be responsible for arranging, coordinating, and providing technical information, exhibits, and documentation for presentations.

Quality Assurance

Our Project Manager has total responsibility for the accuracy and completeness of the deliverables furnished under the Project and will meet that responsibility through quality assurance practices standard to the profession. Our quality assurance practices ensure the following:

- All work is done in accordance with good engineering practice and all analysis and technical work meets the standards set forth herein.
- A process has been established whereby all deliverables and analysis are checked, corrected, and backchecked in accordance with accepted practices.
- Deliverables and computations are accompanied by supporting documentation that may include copies of appropriate lists of deliverables, tables, etc.

Project Progress

Our team has well-established internal accounting methods and procedures, which we will share with CVAG to ensure that they are acceptable for documenting and monitoring contract costs.

Our project manager will report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met, and whether the reasons are within our team's control. In the event the Scope and Schedule of the Services are

modified, and the modified Schedule is approved by CVAG, our team's project manager will submit a revised schedule.

On a monthly basis, our project manager will prepare and submit to CVAG a monthly status report that indicates the work progress achieved during the period. Our report will summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline of the process which our team will follow to rectify the problem(s). The progress report will be submitted with our monthly invoice. Progress reports will include the total number of hours worked by our team and our subconsultant. Our monthly report will address the following areas:

- Physical progress
- Amendment summary history
- Narrative status report
- Comparisons for actual progress vs. earned and planned progress for physical (%complete), performance (hours complete) and cash flow

► DELIVERABLES

- Meeting agendas
- Minutes
- Technical memos
- Staff reports and attachments
- Presentation materials
- Ongoing project management

Task 1.2 – Kickoff Meeting

Our team will conduct a project kickoff meeting with CVAG to refine and clarify the project's objectives. We will provide an anticipated project schedule at the meeting.

Our Project Manager and core project team members will meet with the City's project manager and staff to launch the project. The kick-off meeting will enable an understanding of CVAG's long-term vision and expected timeline. Our team will seek guidance on any potential hurdles or areas of concern, as well as insight into CVAG's knowledge of broadband service providers' plans for future expansion.

An effective kickoff meeting sets an important tone for the work to follow. In this meeting, we will facilitate important discussions to create alignment between CVAG staff and HR Green team members. Specific agenda items for the kick-off meeting include:

- Introduce team members, identify project stakeholders, and clarify responsibilities.

- Confirm project goals, objectives, and milestones.
- Discuss the data and information request with the CVAG's project team. The items in the request could include relevant maps, studies, documents, existing CVAG GIS data (e.g., fiber assets, other related infrastructure) and data related to permitted construction projects, upcoming capital projects, and existing CVAG policies.
- Discuss initial project plan, which will be submitted to the CVAG's project manager prior to the meeting.

The goal of this meeting is to hear from the CVAG's project team. During this meeting, our team will present an overview of our approach, as well as lessons learned from similar client projects. Based on the project goals and priorities discussed at the meeting, as well as other feedback received, we will refine the initial project plan to reflect any updates or changes to the scope or timeline.

► DELIVERABLES

- Kickoff meeting agenda
- Initial Project Management Plan that outlines tasks, deliverables, schedules, and responsibilities
- Data and information request

Task 2: Grant Administration & Application Development

Task 2.1: Grant Administration Assistance

Per CPUC requirements, our experienced grant administration team will assist CVAG with administering the LATA grant and periodic reporting. We will utilize the information available on the CPUC LATA grant website to guide our administrative work, as well as the information available on the LATA reporting requirements website to guide our work regarding periodic reporting.

► DELIVERABLES

- Grant administration assistance
- Grant reporting assistance

Task 2.2: Grant Funding Application Development

To find appropriate funding sources, our approach will include the evaluation of options for fund development. The ability to leverage federal, state, and regional grants and programs can provide substantial benefits when economic feasibility is being studied. Our team will help CVAG evaluate federal and state programs that fund community networks and allow you to piggyback on these programs to offset the cost of buildout.

The HR Green team will assist CVAG in reviewing and determining eligibility for state and local grants and

develop one or more grant applications in collaboration with staff. If CVAG decides to apply for funding for the construction of proposed improvements, our team will be responsible for assembling the necessary grant applications and supporting documents for each grant CVAG elects to pursue.

► DELIVERABLE

- Grant application materials and attachments

Task 3: Broadband Strategic Plan

Task 3.1: Data Collection

The network architecture is the basis for network design and engineering. HR Green team members will evaluate valley-wide existing fiber-optic network and its architecture to understand its capability and how best to leverage this asset. This evaluation will reflect existing conduit, fiber-optic, vaults, and boxes and related outside plant infrastructure. It will also reflect capacity and usability, as well as the existing electronics and communication equipment and their appropriateness to serve the extended network.

HR Green has robust internal GIS services. Because of the in-depth GIS we use, we have developed tools that are an important part of our broadband feasibility and analysis. Not only do they show current information, but the tools that we developed also provide project costing information and, thus, the ability to do near-real-time "what if" modeling, a key for fluid evaluations like this one. Many consultants will provide you with a static map. We believe it is important for you to have real-time, GIS-based information. Our tools will help you better understand what you are seeing, give you the ability to explore various models, and retain the information for future phases.

The HR Green team along with our subconsultant, Advantec will assess existing broadband infrastructure assets, as well as fiber assets and related facilities within the Valley and other key locations included in this planning effort. This assessment will reflect existing conduit, fiber-optic, vaults, and boxes and related outside plant infrastructure, as well as the existing electronics and communication equipment and their appropriateness to serve the extended network. We will collect this information and then update and organize it. Our team will evaluate these assets' condition, capacity, and suitability to the degree this can be done within the budget. Advantec's knowledge and data from infrastructure owners will play significant roles in asset evaluation. As part of this assessment, our team will coordinate with CVAG on their deployment of the Golden State Middle Mile program and CV-SYNC project. It is worth noting that our team

coordinated with CVAG and other regional organizations during our broadband planning work with the City of Palm Desert, and our subconsultant team, Advantec was the primary design and engineering team for both phases of the CV Sync project.

Communities can make key public policy decisions that can protect its interests while incentivizing fiber deployment within preferred public right-of-way locations; expedite the fiber application review and approval process that incorporates colocation and incentives; and establish permit fees for fiber deployments.

We will conduct an inventory of local policies and plans, and physical assets pertaining to broadband infrastructure. Our team will obtain current administrative and codified policies from each stakeholder pertaining to the planning, design, installation, permitting and operations of underground and overhead facilities. In addition, we will obtain from each stakeholder GIS data regarding their current broadband assets in the public right-of-way throughout the Coachella Valley including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities, and other infrastructure to determine their usefulness for expanding broadband within the region. The following components will be analyzed:

- General plan, master plans and other land use policies
- Broadband-specific plans, policies, and ordinances, including dig once/open trench/shadow conduit/excavation policies, aesthetics policy, GIS logging and digital plan submission
- Broadband infrastructure construction standards, including conduit specifications, broadband building standards, smart building requirements, and specifications for public facilities, new construction, and major remodeling projects
- Fiduciary requirements, constraints, and procedures, including those related to municipal network operations and ownership, and the private use of municipal assets, including but not limited to master leases
- Overhead and underground facility maintenance procedures
- Underground conduit, innerduct, empty and available conduit
- Fiber cables, strand counts, splice points, terminations and utilized strands
- Vault and handhole locations
- Available and reserved capacity throughout the network

- Construction and placement method policies
- Current as-built plans and documentation
- Terminating locations and public facilities
- Converting to GIS CAD files from the CV Sync project
- GIS mapping including publicly owned property, right of way, easements
- Location of capital improvement projects and economic development zones
- Current and planned locations of public safety cameras and traffic signal interconnect

The budget on this project will be tight. Most of the above data will need to be shared in GIS files for HR Green to import. Data conversion from CAD to GIS in the CV Sync project will focus on the assets needed for visioning and design in this project and what will not consume too much of the budget.

Our team, in partnership with CVAG, will request GIS files, capital projects, regulatory, planning and development data from the partner agencies to develop a broadband asset report and map. Using this data, our team will build geo-correct layers with metadata of the following:

- Conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information
- Poles, traffic signal cabinets and other assets to be used for expanding broadband
- General, Economic Development, Transportation and Capital Projects Plans to identify strategic and cost-effective methods of deploying and expanding broadband in a planned, organized and phased approach

We will assess planned projects that may create opportunities to install additional conduit and fiber through long-term capital projects schedules, public rights-of-way encroachments and development agreements, and build a map that identifies the projects where broadband infrastructure could be installed over a 10-year period.

▷ DELIVERABLES

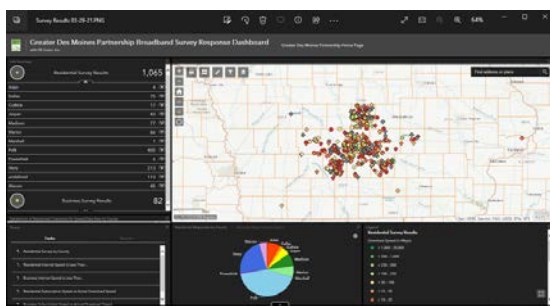
- Technical memos and reports
- Regulations and procedure inventory report
- GIS mapping with metadata of existing and proposed broadband and broadband-related infrastructure
- Broadband infrastructure implementation report
- 10-year plan

Task 3.2: Market Assessment

The broadband coverage available has changed from

something nice to have, to becoming incredibly important. Education, working from home, Economic Development, keeping youth in the area, telemedicine, etc. all need good connectivity. Competitive analysis of the availability of coverage is challenging due to the fluidity of market pricing, products offered and differences in the various sectors that need to be understood. We begin the task of understanding coverage with a Market Assessment. This is an analysis of industry data that shows what providers report their coverage to be.

To begin this analysis, the service offerings of each primary provider throughout the Valley will be examined, cataloged, and compared with a few other areas of similar size. This information will come from a variety of sources, including CVAG's comprehensive broadband database, local agencies, third-party research, and information obtained from the providers themselves.



Analyzing Survey Data

A second step to verify this data can be focused feedback. We will discuss options for that in the next task. This can shed light on the actual

practice of providers and, more importantly, on pricing and satisfaction, as well as determining what needs are in demand and are not supplied by the marketplace.

This market analysis will help CVAG gain an understanding of what service offerings are currently available to governments, businesses, and residents in CVAG's service area. It will identify the available services, providers, service levels, pricing, and access. Our team will document all privately-owned networks and research incumbent providers that currently serve the market as well as potential new entrants.

We will analyze the current market and delineate served, underserved, and unserved areas that have a need for broadband but currently lack the necessary infrastructure. Our team will also work with the local providers to understand and document their current needs.

The provider reported data provides a good starting point of data, but it is known to have inaccuracies. We check this data with the survey results to either confirm or challenge the Market Assessment data. This is an important process because the provider reported data

is what government agencies use to determine grant eligibility. Checking it to make sure areas that have broadband issues are shown as grant-eligible is an important step in this process.

► DELIVERABLES

- Technical memos and reports
- Market assessment report

Task 3.3: Needs Assessment

HR Green team members will coordinate with CVAG staff to develop and implement a valley-wide engagement program that includes residents and business owners, as well as other key stakeholder groups. Surveys of residents and business owners will help your decision makers better understand needs throughout the Coachella Valley. In key economic areas, we will incorporate questions around providing public Wi-Fi that could be used to bridge the digital divide, EV charging stations, smart streetlights/poles, and other opportunities to make these business districts to be a point of destination and retain consumers in these areas for a longer period of time.

Outreach Plan

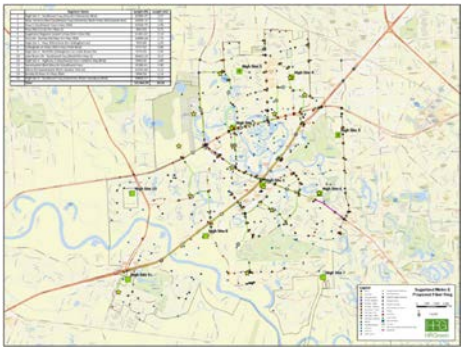
Our outreach plan includes the delivery of surveys for residents and businesses to determine the desire for broadband service; current market conditions and deficiencies, predicted take rate and optimum monthly cost users would be willing to pay for the service; stakeholder needs and what role government organizations such as CVAG should take in providing the service.

Our team will work together with CVAG to effectively market the survey to ensure a strong response rate, including the use of social media, partnering with local business groups and partner agencies, and posting the survey on CVAG's website. Result rates strongly mirror the survey promotion efforts. We will work with CVAG to develop a promotion process that incorporates the stakeholders who have the greatest influence on their constituents (cities, counties, etc.) and enlist their expertise and efforts for promotion. It is important to note that the survey will include a link to a speed test website. Once on the speed test website, testing will be conducted to determine actual upload/download speeds in a manner that can be verified and documented. To obtain the best possible speed test results, the person completing the survey should complete it from their residence or business.

Survey data will be collected via GIS-enabled tools to enable a deep understanding of conditions neighborhood by neighborhood.

Constituent Survey

The survey will include a detailed list of questions to capture the data needed. The survey will request information about phone, television, and Internet services: which provider is used; at what costs; what they like and dislike today or would wish in the future; and even a bit about what they do with Internet services.



Household Composition Survey

We will ask questions about the composition of their household,

do they have children; do they work at home, solely or occasionally, and the age of the respondent. We will also ask what is important to them personally, what do they value about communications services and what is important to the community and, most importantly, what they think the CVAG should do. If business districts offered free public Wi-Fi, would that encourage you to stay and shop longer?

Stakeholder Agreement

In terms of assessing the needs for communications infrastructure in particular, our team will conduct in-depth discussions with representatives of the city and county governments, as well as other key stakeholders who have technical knowledge and operational responsibilities for activities that include or could include communications infrastructure. HR Green will approach this needs assessment effort broadly, seeking to gather input from staff not just on governmental operations, but also on needs for public facing Wi-Fi, commercial broadband services, residential broadband services, and communications support for emerging technologies. In this way, the outreach to city and county staff will provide inputs on needs in the other sectors, as well.

Through this outreach we will seek to identify fiber broadband needs, and to develop an anecdotal inventory of opportunities and functions that fiber connectivity might support. This outreach will include, to the extent feasible, an attempt to identify the leased circuit costs that could be reduced or eliminated through potential expanded CVAG-owned fiber.

Through these discussions our team will also seek to identify current or necessary policies, procedures, regulations, engineering standards, budgets, etc. that would have a positive effect on the CVAG's ability to

implement the Plan.

These discussions shall also enable us to identify opportunities for efficient, cost-effective deployment options. Across the Valley, there may be many initiatives, such as street furniture replacement, that could become part of an overall strategic plan for technology deployment (Kiosks, bus shelters, streetlights, traffic signals, and benches are all potential targets of opportunity for a coordinated plan).

Because our team routinely works closely with public agencies, we are keenly aware of the importance of creating alignment in key stakeholder groups. To develop a list of stakeholders, our team will work with the CVAG to identify a comprehensive list of key stakeholders to include in the engagement (e.g., Airport, Public Works, Economic Development, Public Safety, Traffic, and other Internet of Things [IoT]-related project areas), as well as representatives of other stakeholder groups (e.g., the business community, schools, anchor institutions).

We will conduct meetings via videoconference or teleconference with representatives of key potential user groups (e.g., government, schools, anchor institutions, businesses, residential) to gain a better understanding of current and future broadband and technology needs and issues. We find the most effective format for these interviews to be in group settings where participants are encouraged to share open, honest feedback with our team. During these meetings, we will uncover key information about the needs of the community including what locations are underserved or unserved and digital equity issues including access, affordability, availability of devices, and digital literacy.

One of the key objectives of this stakeholder engagement will be to identify how best to position and future proof CVAG to maximize economic development, including retaining current businesses and attracting new businesses. Our team will conduct stakeholder meetings to explore the impacts of the Valley's current and potential future broadband services on economic development.

Potential individuals or groups to be considered could consist of the following examples:

- CVAG staff
- City and County staff
- Tribal leadership
- Airport staff
- Caltrans
- Other regional government organizations, such as

SCAG, OneFuture Coachella Valley, and the Inland Empire Regional Broadband Consortium

- School Districts
- Private and Public Charter Schools
- Higher education institutions including College of the Desert; California State University, San Bernardino; and University of California, Riverside
- Business community and nonprofit organizations including impacts on home-based businesses and workforce attraction, including Chamber of Commerce and the Coachella Valley Economic Partnership
- Healthcare providers
- Public Libraries
- Senior resources
- Public safety organizations

From a regional planning/infrastructure engagement perspective, HR Green is actively involved in the planning and execution of large scale, regional infrastructure programs. This outreach is crucial for the development of accurate costs on a project of this scale, as alignment with regional projects can offer significant cost savings by creating opportunities to collocate the deployment of fiber and broadband infrastructure alongside planned projects.

In addition to these meetings, our team will meet with Internet Service Providers. These meetings would focus on involving them in the process, building relationships, and discussing infrastructure and backhaul options.

We will also work with the Coachella Valley cities and County of Riverside to develop a tool for residents and businesses in the Coachella Valley to access and learn information about what service offerings are available in their neighborhood or Census block, including speeds, pricing, and other key information for service selection. The tool may be a website, online portal, or similar setup and may consist of existing tools such as publicly available broadband mapping data, links to service providers availability websites, and/or newly collected data from the service providers or other resources specific to CVAG. Our team and CVAG will work with stakeholders and cities to investigate the most feasible option and assist with collecting data and designing the chosen tool.

► DELIVERABLES

- Technical memos and reports
- Broadband survey and survey marketing plan
- Broadband survey results report
- Presentation materials

- Online broadband look-up tool

Task 3.4: Gap Analysis

Based on the deliverables of Tasks 3.1 through 3.3, and our team's work experience, we will develop a gap analysis that identifies key issues and barriers related to ensuring that CVAG communities have access to 100 Mbps symmetrical broadband services. Our analysis will review gaps in:

- Local regulations affecting the planning, design, installation and operation of broadband infrastructure
- Broadband infrastructure including fiber-optic and wireless assets
- Broadband availability, affordability, and speeds
- Digital equity
- Digital literacy programs

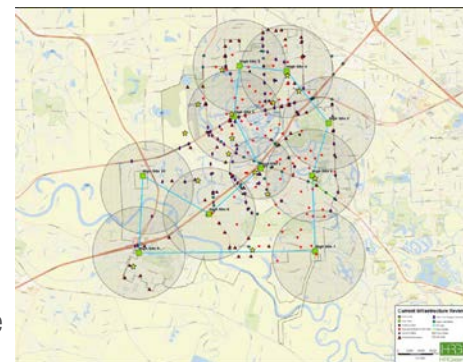
The outcome from our analysis will include recommendations for filling each of these gaps. These recommendations could include updating and/or aligning local regulations, the deployment of new fiber-optic and wireless broadband infrastructure, working with broadband providers to improve availability and quality of services, approaches to ensuring that all locations of the community have equal access, assisting in developing partnerships with Community-Based Organizations, and recommending educational programs to increase digital literacy.

► DELIVERABLES

- Technical memos and reports
- Broadband gap analysis report
- Presentation materials

Task 3.5: Phased Implementation Plan

Taking into account the deliverables from the previous tasks, the HR Green team will develop a prioritized, phased approach to deploying additional fiber. This approach may include recommendations for using wireless infrastructure, such as Wi-Fi or CBRS, to meet the immediate needs of the community. We will identify near term, high-impact projects that will demonstrate capabilities and competence for the Coachella Valley, while minimizing capital investment. Our team will provide a roadmap for fiber infrastructure deployment,



Prioritized Actionable Steps

based on the priorities of various communities and with clear milestones that should be achieved along the way.

► DELIVERABLES

- Technical memos and reports
- Phased implementation plan and report
- GIS mapping with metadata
- Concept-level project cost estimates and schedules
- Presentation materials

Task 3.6: Governance

We will utilize our team's experience to develop a plan for governance in coordination with regional stakeholders including city, county, and tribal governments, schools, community college districts, and other regional stakeholders. Working in tandem with CVAG, our team will engage these entities to understand their broadband needs and willingness to collaborate with CVAG on deploying additional broadband infrastructure to benefit their constituents.

We anticipate working work with the following community partners. This is by no means a final list, as we expect to be adding to this list as we develop the governance plan.

- Tribal, County, and City departments including IT, Planning, Public Works, Economic Development, and the City Manager's Offices
- Anchor Institutions such as Healthcare facilities, schools, and libraries
- Public safety agencies
- Transportation & Utilities
- Residents & Community groups
- Non-profit organizations

While we develop the plan, we will identify best practices for forming governance structures and assist with building support for the network's governance. This process which may include:

- Engaging councils, commissions, and community stakeholders
- Educating and achieving support from internal champions and cities wanting to connect to the middle mile network
- Organize diverse task force and project advocates
- Providing recommendations about best practices for a governance structure which may include a joint powers agreement or other joint organization.

► DELIVERABLES

- Technical memos and reports
- Governance strategy report
- Presentation materials

Task 3.7: Business Model Evaluation

Based on the community information gathered during preceding tasks, the HR Green team will identify and develop the most appropriate business model option for broadband expansion which may include opportunities for joint build, partnership options, regional collaborations, considerations about the competitive environment, and funding.

HR Green staff will help CVAG to set a vision and goals for the potential future planned wireless and fiber deployment throughout the Valley. Agencies considering deployments typically share common objectives when considering an investment in a telecommunications network. In our experience, most communities have some or all the following goals:

- Ubiquity
- Ownership and Control of Assets
- Affordability
- Performance
- Consumer Choice
- Risk Aversion
- Competition in the Market
- Positive Cash Flow

In many cases, decisions on these factors can and will drive the selection of the preferred ownership and operating structures. Choosing which goals and objectives can be complementary, while others lie in strict opposition. Our work will surface these competing objectives and provide the staff with a sound footing upon which to make recommendations on a path on which to base its future decisions.

Our team, in collaboration with CVAG will investigate and provide various scenarios including all feasible public or private options or a combination of public and private options for fiber construction and implementation. We will explore various options around public and private ownership, as well as the possibility of leasing conduit and fiber. We will share best practices in other communities that have had experience with leading a broadband effort in their communities. Business model strategies that will be shared include:

- Full Municipal Broadband

- Publicly owned, private services
- Hybrid ownership
- Private developer open access
- Full private broadband

Some of the key questions that our team will address in this task could include:

- What opportunities exist for CVAG to leverage its existing infrastructure to provide additional broadband service options to unserved and underserved locations?
- How might joint investment in broadband infrastructure be accomplished between CVAG and other public or private sector organizations?
- What legal and operational structures should be considered by CVAG and other organizations in use of the proposed infrastructure?
- How will CVAG balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the region?
- How will future system expansion be handled between CVAG and private sector providers and what contributions will the parties make to this infrastructure?
- What regional opportunities exist for collaboration?

The HR Green team will evaluate options and provide a recommendation for the most appropriate business model structure for the Coachella Valley and its partners and stakeholders.

► DELIVERABLES

- Technical memos and reports
- Business model evaluation report
- Presentation materials

Task 3.8: Financial Analysis

HR Green's team will evaluate the current financial and budgetary environment for the network. Our evaluation will include financial analysis of the proposed hardware solutions and the operational costs that will be incurred in deploying the selected solutions. It is important to understand that these operational costs could include more than equipment service contracts; the selected solution may have financial impacts across many aspects of CVAG's operations. We will ensure that these impacts are evaluated so partners and stakeholders understand all financial impacts.

Using financial tools, the following process will be used to conduct the business model analysis and make recommendations. Our team will use a 10-year period to analyze the project.

Based upon our team's recommendation for the most appropriate business model structure for the Coachella Valley, we will develop pro forma data for the potential network. These financial analyses will be based on the recommended conceptual design and related cost estimates from Task 4.1, which will be executed concurrently with Tasks 1 through 3. This high-level financial model for proposed network construction will include a range of likely costs including financing, operations, and maintenance.

Our analysis will outline operational attributes and processes including policies, staffing levels, maintenance agreements and other considerations.

We will pay particular attention to back office and other operating requirements, as well as working capital projections. We will discuss a strategy for network maintenance and management based on best practices. The model will include an overall analysis of viable potential services and will provide the following:

Sensitivities of Key Assumptions

- Customer segmentation
- Operating costs
- Tiered revenue structure
- System construction
- Pricing
- Staffing Levels
- Best-and Worst-case scenario

Pro Forma

- Operating income and cash flow
- Debt Service-Analysis
- Subscriber revenue by service
- Subscriber revenue by customer/customer class
- Operating expenses
- Reserve fund requirements
- Net present value analysis

Depreciation Summary

- Uses and sources of funds.
- Return on Investment (ROI)
- Operational savings

- Project construction costs for network, hardware, buildings, and other equipment

All assumptions and price sensitivities will be clearly stated and justified. The financial model will provide you with order-of-magnitude estimates of the overall project cost and will support the implementation roadmap by providing inputs for potential business models, financing options, and partnering opportunities. In addition to the narrative report, they will provide a detailed Excel workbook that includes all underlying data and assumptions and can be manipulated to illustrate the impact of changing costs or revenue on the network's potential income statement. This is crucial as some vendors will provide you only with summary data, leaving you with nothing upon which you can build in the future.

It is important to point out the reality of the budget for the entire project. Determining the relevance of financial analysis data to the possible scenarios is significant in understanding how this project will fit into the budget. The scenarios and related financial data will fall into three categories:

Grant Applications

The financial data needed for grant applications mainly focuses on cost data – that will be produced in the high-level design (HLD) and further financial detail and analysis are not, typically, necessary

Provider Projects

Projects that private providers will undertake also mainly need more input from providers than financial work from CVAG and HR Green. A detailed financial analysis is very rarely necessary from the coordinating agency (in this case, CVAG). Providers have their own network access equipment and operations and costing processes. Therefore, a further analysis is usually an unnecessary use of budget dollars.

CVAG Projects

The need for detailed financial modeling is mainly related to projects CVAG might build. The key for those projects is determining financial feasibility.

To preserve budget dollars and to use them most efficiently, we would recommend an order and prioritization of financial analysis work. HLD and related costing should be developed for grant applications and to see what project(s) CVAG might want to build. With that information as an analytical tool, full feasibility should be done on the project that CVAG chooses to be directly involved in (and that is realistic based on HLD costs). Feasibility usually only needs to be performed on projects

that will need detail design and construction documents. For a full fiber to the home for the entire CVAG area, HLD and feasibility would consume most of the budget and the detail design budget could be multiples of the existing budget (depending on the number of addresses that would be included).

► DELIVERABLES

- Technical memos and reports
- Broadband financial sustainability model and report
- Presentation materials

Task 3.9: Partner RFP Development and Evaluation

Based upon the network design, CVAG may need to leverage funding for both core network and last-mile construction available through federal or state grants, or other funding sources. This will mean that CVAG might need to identify one or more potential for-profit partners who are interested in leasing the core network asset, and in building and managing last-mile connectivity. Identifying interested partners, therefore, is an important step to help the CVAG envision a path forward and may be required by some funding sources.

The approach used to engage with potential partners includes building a list of potential partners and other interested parties, developing a request for expressions of interest (RFEI), sending the RFEI to the list of potential partners, processing responses to the RFEI, and selecting potential partners based on the level of interest. This approach will create a faster-moving cycle in which partners can be identified and brought to the table more quickly and with a higher likelihood of successful progress.

The RFEI process will be useful to determine interested parties but does not provide CVAG with enough details to fully determine a proposed partner nor the form of the partnership. It is recommended that a formal request for proposal (RFP) be developed to identify and select partner(s) for the potential buildout.

Aligned with CVAG project goals and adhering to procurement processes, we will develop and draft an RFP to solicit comprehensive proposals from Internet Services Providers (ISP) that are qualified and capable of operating CVAG's future fiber network. These ISPs were identified through the RFEI process. The RFP will leverage CVAG assets, infrastructure, and planned network construction to maximize the proposed contribution of RFP respondents.

At the request of CVAG, we can also assist with the evaluation of proposals based on detailed and transparent criteria, including working closely with CVAG-appointed

evaluators. Our team will also prepare reports, memos, and presentation slide decks in preparation for any public meetings where member agency, city council, or other legislative deliberation and action is required.

As mentioned in the previous section, it will likely be important to determine the interest of providers before full feasibility and design are done. If providers provide options for projects that CVAG considers to be good solutions to fill broadband gaps, then CVAG would only need to do feasibility and detail design for any areas or infrastructure the providers are not willing to do.

► DELIVERABLES

- Technical memos and reports
- Request for expressions of interest (RFEI)
- List of potential private sector partners
- RFP and scope of work for ISP operations
- Presentation materials

Task 3.10: Report Compilation & Approval Process

HR Green's analysis and discussions will culminate in the preparation of a draft Broadband Strategic Plan that lays out strategies for CVAG to implement its community broadband initiatives. The draft Plan will include all work, tasks, and deliverables from the previous Tasks. The draft Plan will include actionable steps to expand broadband access and adoption among CVAG's population to address the digital divide.

We will be prepared to present the draft Plan and findings to stakeholders and partners. This will be an opportunity for them to review the draft Plan. Our team will also work with CVAG member agencies to ensure that the draft Plan is 100% representative of the needs of the community. After the review opportunity is concluded, the Plan will be finalized by incorporating all the comments from the review opportunity with CVAG's stakeholder groups and partners. Once the Plan is finalized, our team, in partnership with CVAG, will present the findings and recommendations to the CVAG Transportation Committee and Executive Committee for adoption of the Plan.

As part of our proposed compensation, we have included the rate for additional two-hour videoconference-based meetings. This fee would be applicable for any additional meetings beyond two review meetings with stakeholders and partners, the Transportation Committee meeting, and the Executive Committee meeting.

► DELIVERABLES

- Development of a draft Broadband Strategic Plan that includes an Executive Summary and deliverables from prior tasks

- Development of draft Plan presentation materials (PowerPoint) for review meetings with CVAG stakeholders and partners
- Facilitation of up to two review meetings with CVAG stakeholders and partners to share the draft Plan and solicit comments and input
- Development of a final version of the Broadband Strategic Plan incorporating the comments from the review meetings
- Facilitation of a meeting with CVAG's Transportation Committee for adoption of the Broadband Strategic Plan
- Facilitation of a meeting with CVAG's Executive Committee for adoption of the Broadband Strategic Plan
- All maps and analysis will be conveyed in a mutually agreed format such as Excel, Word, PowerPoint, and GIS Shapefiles, etc.

Task 3.11: Partner Terms & Negotiations



If requested by CVAG, the HR Green team will assist with negotiating terms and conditions of an agreement with CVAG's selected ISP partner for a long-term public-private partnership agreement. Additionally, upon request, our team may also advise CVAG and its member agency partners throughout the negotiation process, including developing and drafting the outline of a proposed partnership agreement for review and preparing for CVAG's Executive Committee consideration. We will collaborate with CVAG on negotiating the best terms that address the following key considerations:

- Coachella Valley broadband services for public facilities
- Retail services & pricing to a range of customer segments, which may include residential and/or commercial

- Retail services & pricing to government, education, healthcare and anchor organizations
- Retail services that leverage other utilities for outsourced content and services
- Fiber leasing arrangements
- Revenue sharing agreements
- Open Access Model compliance
- Phased roll-out of lit services to customers
- Milestones & performance schedules to guarantee delivery of services
- Partnership arrangements with third-party asset owners (County, other private telecoms)
- Others to be determined throughout the course of negotiations.

It is important to note that we are not a legal firm, therefore we cannot provide legal advice. Our input will be related to industry related issues and typical arrangements. We recommend your legal department or typical legal resource be your expert on legal matters. If needed, we can recommend respected attorneys in the broadband industry (their fees are not included in our proposal).

► DELIVERABLES

- Technical memos and reports
- Presentation materials

Task 4: Design Engineering

Task 4.1: Conceptual Design

In areas where this is determined to be needed (where private providers are not providing acceptable solutions), drawing on desk surveys and GIS maps, our design and engineering team, which includes designers and engineers from our subconsultant, Advantec, will prepare a conceptual design (30%) and cost estimate for developing next generation network scenarios that align with the CVAG's goals. In developing this approach, our focus will be on creating a robust, reliable, and cost-effective approach to meeting networking needs. To that end, for example, the design will include excess dark fiber designed to enable the implementation of smart solutions (IoT) across the Valley. We will execute this task concurrently with Tasks 1 through 3.

To be clear, we will not be providing a blueprint-level network design in this task. Rather, we will provide an analysis of existing infrastructure, of high-level maps and routing, candidate specifications and a system-level overview of the potential infrastructure—which in

turn will become a roadmap for financial analysis and business modeling (when needed), and for future decisions (including detailed engineering, construction, and operations – again, when needed).

To determine the best running lines, infrastructure, and locations where fiber should be constructed, our team will work with CVAG, its member agencies, stakeholder partners, and in coordination with public and private utility providers with infrastructure present or planned within proposed project locations.

Our design process will begin with fiber alignments, placements, structures, cable sizes and splice points identified in the network. As part of the process, we will analyze any existing fiber backbone routes and develop the best construction strategy and methods. We will take into consideration minor changes in the backbone routes that may be preferred to avoid congestion or those planned for replacement in the next few years.

Our team will also investigate and evaluate opportunities to optimize the backbone for future Coachella Valley services and broadband applications that may provide advantages for expanding the network in the future with lower initial cost. Our conceptual design could include reports, illustrations, and geo-located GIS data layers for the following:

- Review of construction standards, policies, and practices
- Placement of new backbone cable
- Right of way analysis
- Sites to connect on the backbone
- Laterals to each site
- Interconnection with core data centers/utility sites

The HR Green team will complete a conceptual design of the fiber network based on the information obtained from the needs assessment, data collection, stakeholder meetings, and collaboration with broadband providers. We will prepare a conceptual design that focuses on four key components that will inform and guide the engineering of the final design:

Backhaul/Redundant Connections

Connecting CVAG's local, publicly-owned fiber network to other public and/or private regional middle-mile and long-haul transport circuits to procure diverse, redundant pathways to colocation and data facilities that ensure connection to the Internet. A resilient Coachella Valley network will require at least two independent fiber paths to ensure that service is not interrupted due to technical

issues, construction, accidental cable cuts, natural disasters/fire, or other unforeseen events.

Core Fiber Backbone

Connecting communities to one another across the Coachella Valley and building a high-capacity fiber backbone that connects to the greater internet points of presence, colocation centers and central offices. The core fiber backbone will consist of high-count fiber using redundant rings and/or mesh architectures to support a highly resilient backbone. It will include all outside plant fiber assets, hut locations, facility locations and core network elements to light the network.

Fiber Laterals to Key Organizations

Connecting community anchor organizations to the fiber backbone, providing multi-gigabit connectivity to schools, hospitals, government offices, public safety facilities, utilities, cooperatives, and other key facilities. It will include all outside plant fiber assets and network elements to connect facilities to the network.

Fiber To the Home Distribution/Access (“FTTH”)

Connecting dense fiber distribution to homes and businesses, enabling individual users to connect to the network. FTTH distribution will include outside plant fiber, distribution huts, splitter cabinets and other distribution elements to enable service drops that will connect end users to the network for fiber to the home broadband services.

Our team will provide the conceptual design, alignments, sites, laterals and connections for review and feedback from CVAG and its member agencies. Based upon the feedback received, our team will adjust the conceptual design before moving to Preliminary Design, which is the next Task.

Cost Estimate

HR Green’s team will prepare a cost estimate and supporting documentation for the proposed fiber network deployment and interconnection, inclusive of anticipated construction labor, materials, engineering, permitting, quality control and testing. Estimates will be provided in the form of a cost range, with the lower-end estimates representing most likely costs, and the higher end representing budgetary estimates with suitable contingencies included.

As is typical in this phase of a fiber construction project, the cost estimates are not based on a detailed design, environmental assessment, or geotechnical analysis of soil composition. As a result, actual costs may vary due to unknown factors, including: 1) costs of private easements,

2) utility pole replacement and make ready costs, and 3) subsurface hard rock. We will incorporate suitable assumptions to address these items based on experience.

Data Sharing

Importantly, and unlike some vendors, HR Green will share all supporting data, spreadsheets, and assumptions with CVAG officials. A written narrative will explain key construction characteristics that will impact the cost estimates. The analysis will provide guidance regarding ongoing costs, including medium and long-term needs to refresh and replace equipment and potential revenue sources to support network operations. As mentioned above, we will leverage GIS mapping and design tools. These can be utilized for current and future uses.

For example, if the CVAG does decide to build a network, this conceptual design could be used for the field survey of the detail design. Field survey is a required step in detail design and our GIS tools could eliminate having to create a field survey map. If the CVAG decides to work with partners, this GIS information could be used for those negotiations.

► DELIVERABLES

- Technical memos and reports
- GIS mapping with metadata
- Illustrations and calculations
- Conceptual Plans
- Conceptual estimates of cost
- Project risk register
- Presentation materials
- Utility coordination

Task 4.2: Preliminary Design (60%)

Once CVAG has approved the conceptual design for specific areas that CVAG is strongly considering your own network construction, our design and engineering team, which includes designers and engineers from our subconsultant, Advantec will conduct field surveys and reviews of all routes and fiber lines to identify features and attributes, constructability, hazards, and existing infrastructure. As part of our field survey process, we will geo-locate and photograph all surveyed features. A make-ready analysis for recommended fiber overbuilds, including opportunities to over lash new fiber infrastructure to existing cable for backbone fiber installation will also be provided.

Our team will prepare the preliminary design from the survey data and adjust the conceptual design once all field data has been collected. A route optimization and

value engineering process that includes right-of-way needs assessments, geotechnical needs assessments, and coordination with public and private utility providers, will be utilized by our team to determine the best paths for fiber backbone routes, avoiding potential constructability issues encountered during the fielding process. Our preliminary design will also include fiber cable sizes, splicing diagrams, cabinet and pedestal placement, port assignments, terminations, final site connections for the new backbone, and preliminary cost estimates for the new network.

A detailed overview of the preliminary design will be provided to CVAG and its partners and stakeholders, identifying changes to the conceptual design, if applicable. Our team will provide and present GIS data, plans and other related materials, as well as preliminary cost estimates, bills of materials, bid package documents for construction, and permitting requirements, in advance of stakeholder meetings for ample review time. One of the outcomes from these stakeholder meetings will be the preliminary development of interagency agreements and permits.

▷ DELIVERABLE

- Technical memos and reports
- Updated GIS mapping with metadata
- Resolution of plan review comments matrix
- Summary of changes
- Illustrations and calculations
- Field Survey, Mapping and Right-of-Way Needs Assessment
- Geotechnical Needs Assessment
- Preliminary Utility Coordination
- Preliminary Plans, Specifications & Estimate
- Updated project risk register
- Presentation materials
- Preliminary interagency agreements and permits

Task 4.3: Final Design (90%)

Our design and engineering team, which includes designers and engineers from our subconsultant, Advantec will proceed with Final Design once CVAG has approved the preliminary design. After incorporating plan review comments into the preliminary design, and in coordination with public and private utility providers, we will finalize all routing, alignments, separations, structure sizing and placement, cabinet placement, splice plans and other components of the design. Our team will also identify all

permits required, costs, and timeframes to acquire the permits. QA/QC will be provided on all documents. A formal review of the final deliverables will be conducted with CVAG and its stakeholder member agencies and stakeholders. The 90% final design plans will include the following:

- Title sheet for each agency
- Construction general notes
- Summary of quantities plans
- Communication layout plan
- Communication architecture
- Improvement plans and quantities
- Construction details
- Traffic signal modification plans, details and quantities (as required)
- Special provisions
- Right of way, access control, and temporary construction easement requirements

▷ DELIVERABLE

- Technical memos and reports
- Updated GIS mapping with metadata
- Resolution of plan review comments matrix
- Summary of changes
- Illustrations and calculations
- Final Utility Coordination
- Updated project risk register
- Presentation materials
- 90% Final Plans, Specifications & Estimate
 - Title sheet for each agency
 - Construction general notes
 - Summary of quantities plans
 - Communication layout plan
 - Communication architecture
 - Improvement plans and quantities
 - Construction details
 - Traffic signal modification plans, details and quantities (as required)
 - Special provisions
 - Right of way, access control, and temporary construction easement requirements

Task 4.4: Complete Design (100%)

Once CVAG approves the 90% Final Design, our design and engineering team, which includes designers and engineers from our subconsultant, Advantec will incorporate all final review comments and provide the 100% Final Design. On behalf of CVAG, we will coordinate permit applications and agency plan signatures. As an example of the formatting and content required for plans for this project, we will refer to the project plans and specifications for Phase I and Phase II of the CV Sync project, which were developed by our subconsultant, Advantec.

The 100% Final Design Plans will include the following:

- Title sheet for each agency signed and stamped by a California-registered PE
- Construction general notes
- Summary of quantities plans
- Communication layout plan
- Communication architecture
- Improvement plans and quantities
- Construction details
- Traffic signal modification plans, details and quantities (as required)
- Special provisions

► DELIVERABLES

- Technical memos and reports
- Final GIS mapping with metadata
- Resolution of plan review comments matrix
- Summary of changes
- Final illustrations and calculations
- Final Utility Coordination
- Updated project risk register
- Presentation materials
- Final interagency agreements and permits
- Right of Way, Access Control, and Temporary Construction Easement Requirements
 - 100% Final Plans, Specifications & Estimate
 - Title Sheet for each agency signed and stamped by a California-registered PE
 - Construction general notes
 - Summary of quantities plans
 - Communication layout plan
 - Communication architecture
 - Improvement plans and quantities
 - Construction details
 - Traffic signal modification plans, details and quantities (as required)
 - Special provisions



4.3 Project Schedule

Please note that the following is a proposed timeline based on the number of months each task could take to complete. A more date specific timeline will be developed once an agreement has been fully executed.

Task	Description of Task	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024
1.1	Project Management												
1.2	Kickoff Meeting												
2.1	Grant Administration Assistance												
2.2	Grant Funding Application Development												
3.1	Data Collection												
3.2	Market Assessment												
3.3	Needs Assessment												
3.4	Gap Analysis												
3.5	Phased Implementation Plan												
3.6	Governance												
3.7	Business Model Evaluation												
3.8	Financial Analysis												
3.9	Partner RFP Development & Evaluation												
3.10	Report Compilation & Approval Process												
3.11	Partner Terms & Negotiations												
4.1	Conceptual Design												
4.2	Preliminary Design												
4.3	Final Design												
4.4	Complete Design												



5. Appendices

Recent and Relevant Projects



Broadband Feasibility and Master Plan Study

Palm Desert, California

Challenges: The City of Palm Desert, like many communities, recognized the crucial role of broadband access in residents' daily lives, especially during the pandemic. To take control of their broadband future, Palm Desert engaged HR Green to develop a comprehensive broadband master plan that would serve its constituents and attract new businesses with meaningful broadband access.

Solution: HR Green's approach was guided by a belief that the City must clearly articulate key issues and desired goals through a measured process that shepherds the process from study to action. HR Green facilitated broadband visioning and goal-setting sessions with elected officials, agency staff, and residents to define all desired outcomes. The team also oversaw the inventory of Palm Desert's existing broadband facilities and led the city's team through the master plan development process.

In addition, HR Green coordinated Palm Desert's efforts with the Coachella Valley Association of Government's valley-wide signal synchronization and Middle-Mile projects, as well as other regional broadband initiatives, including the initiatives of the local school districts, higher education institutions, Caltrans, and economic development organizations.

Benefits: The result was a comprehensive and practical Broadband Feasibility and Master Plan Study that can be the basis for preliminary and final designs of Palm Desert's broadband project. HR Green's work products and deliverables provided a framework that enabled the City to move quickly from visioning to planning and onward into deployment of facilitative solutions to drive availability and adoption of true broadband services.

HR Green's expertise and comprehensive approach helped Palm Desert to create an active strategy to serve its constituents and attract new businesses with meaningful broadband access. With HR Green's guidance, Palm Desert is well-positioned to achieve its broadband goals and support its residents, businesses, and institutions.

REFERENCE

Eric Ceja
Director of Economic
Development

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2578
P: 760.776.6384
E: eceja@cityofpalmdesert.org



Fiber Master Planning

City of Pico Rivera, California

Challenges: The City of Pico Rivera's new leadership team identified multiple projects underway in the city that were only loosely tied together but which represented a significant opportunity to create a smart platform for future development.

The City was pursuing the municipalization of its street lights through a Community Choice Aggregation initiative with Southern California Edison. As a significant commuter community with major transit routes, it also recognized that the coordination of signals was a crucial next step for the community.

Solution: HR Green worked with Pico Rivera to develop a Fiber Optic Master Plan to help the City control its destiny by deploying a converged network and connected infrastructure model for future development. The proposed core network model chosen by the City will provide a platform for community needs, while creating capacity for a private sector ISP to increase broadband competition in the community. Pico Rivera subsequently selected SiFi Networks as its broadband provider and construction is underway. HR Green provided technical review of SiFi's proposed microtrenching deployment specifications and coordination of initial planned colocation builds.

Benefits: The master plan provided a basis for discussions with SiFi and helped the City to deploy fiber for its own use to City-owned infrastructure. Residents will have access to improved, gigabit internet options and the City has access to fibers necessary for current and future uses.

REFERENCE

Luis Osuna, PE
Assistant City Engineer

6615 Passons Boulevard
Pico Rivera, CA 90660
562.801.4364
losuna@pico-rivera.org



Broadband Infrastructure Analysis

Greater Des Moines Partnership, Des Moines, Iowa

CHALLENGE: Broadband coverage can be problematic, particularly in rural areas. Without specific connectivity data, municipal leaders do not know what options they might have to improve broadband, providers do not know where needs are and maps that are used to determine grants can be inaccurate to the point where grants might not be available where they are needed.

The Greater Des Moines Partnership developed this project to bring the different levels of government together to collaborate on real steps to improve broadband in this eleven county area. Through working together to identify access needs (where good broadband is not available) and where there is access but adoption issues (financial, language, ethnicity, age, etc.) and creating real, actionable steps to address those needs and issues, The Partnership identified an opportunity to help Central Iowa improve on an already great place to live and work.

SOLUTION: HR Green provided a survey of residents and businesses and meeting with other key stakeholders within the 11 county project area. The data received was used to inform leaders of where specific broadband issues exist, challenge any federal and state map inaccuracies (ensuring grant eligibility) and also provide a central collaboration tool to bring the needs, municipal leaders, providers and funding sources together to develop real solutions. This central collaboration tool is of particular note because it is a ground-breaking, an original creation by HR Green to develop solutions, rather than simply display issues.

BENEFIT: In thinking through how to develop processes and data building to lead to specific opportunities for solutions, this project not only provided valuable data to the 11 counties, but it also put them in a position to be eligible for grants and have tools and relationships to solve broadband issues.

To see examples of our final work-products, follow this link: <https://www.dsmpartnership.com/growing-business-here-central-iowa-broadband-internet>.

REFERENCE

Stacie LoVan
Vice President of Economic
Development

Greater Des Moines
Partnership
700 Locust St., Suite 100
Des Moines, IA 50309
P: 515.286.4971
E: slovan@DSMpartnership.com



Communications Infrastructure Master Plan

McKinney, Texas

Challenges: The McKinney Communications Infrastructure Master Plan is a result of the City's desire to lead the County in telecommunications infrastructure and technology. McKinney is a fast-growing and progressive community in the Dallas/Fort Worth part of Texas. In 2014, Money Magazine named them the best place to live in the United States.

With McKinney's rapid growth and an established reputation for fostering a high quality of life, City leadership needed help to develop its vision. Their desire is to embrace technological changes in the telecommunications sector with the goal of bringing smart city options forward.

Solution: The McKinney Communications Infrastructure Master Plan project is divided into two phases. Phase one determines and sets baselines. This work has focused on: fiber master planning, evaluating health concerns of 5G/Small Cell, policy review, and recommendations and cost recovery study. As part of this process, HR Green has participated in community outreach sessions with City staff.

The second phase of the master plan is building on these foundations and exploring opportunities in McKinney for enhanced broadband and telecommunications infrastructure. HR Green is working to identify options along with smart city possibilities and partnerships that will help the City meet its goals to be a leader in technology.

REFERENCE

Trevor Minyard
Strategic Services Manager

222 N. Tennessee Street
McKinney, TX 75069
972.547.7616
tminyard@mckinneytexas.org



Broadband Study

Douglas County, Colorado

CHALLENGE: During the Covid-19 pandemic, telework, remote-education, and telehealth brought broadband to the forefront of people's minds. Douglas County took the opportunity provided by the US Federal government's ARPA funding to study broadband availability and affordability in underserved and unserved areas of the County.

SOLUTION: The first phase of the project evaluates the current state of broadband within the county through a resident and business survey, stakeholder interviews, and an evaluation of the county's current assets that may be leveraged in a broader strategy during the second phase of the project.

The second phase of the project began during the winter of 2022 and focused on exploring long term strategic priorities and opportunities to work with the private sector to leverage public funding to expand broadband service quality in the county.

The survey results demonstrated speedtest data from different portions of the county and elucidated the regions with the worst service from existing providers. The comprehensive stakeholder interview campaign gathered the perspectives on existing broadband capacity and future needs from internet service providers, HOAs, chambers, cities and municipalities, and various administrative departments within the county. The data gathering initiative successfully evaluated existing assets and potential opportunities for leveraging broadband technology to expand and improve services within the county.

BENEFIT: The information gathered in the first phase of the project will contribute to enabling decision-makers in exploring potential long-term broadband strategies for the county during the upcoming second phase.

REFERENCE

Holly Carrell
Special Project Manager

Douglas County
100 Third Street, Suite 130
Castle Rock, CO 80104
P: 303.814.4244
E: hcarrell@douglas.co.us



Broadband Strategic Plan

El Paso County, Colorado

CHALLENGE: El Paso County had repeatedly heard from its rural residents that Internet speeds and service were unacceptable. The County's concerns:

- ▶ How best to address complaints from constituents?
- ▶ Would broadband help make the area more economically competitive?
- ▶ How would the County prioritize diverse socio-economic needs?

Solution: While Colorado Springs is well-served in one of five commissioner districts, rural residents felt under-served. The Commissioners authorized HR Green to study Internet service and create a strategic plan that would evaluate the County's wired and wireless infrastructure. The goal was to develop a long-term plan to address improvements in order for the entire County to remain competitive and viable.

The work in the County has been focused on creating a Strategic Plan that will drive economic development by identifying the most crucial needs and then creating policies that would drive fiber penetration deeply into the area while facilitate private sector investment.

The highlights of the study included a major public involvement initiative that surveyed residents and businesses and included outreach to Potentially Affected Institutions (PAIs) to determine the extent of issues across this geographically and economically diverse county. A 200-page strategic plan was delivered to the County in February 2019 that charts a course for future cooperation between the county and the private sector to deploy assets that collectively solve the issues identified.

In the spring of 2022, HR Green provided the county with a Broadband Program Manager via a staff augmentation contract. With his help, the county is implementing the recommendations outlined in the initial Strategic Plan, and updating it based on the current conditions in the county and the new federal grant funding opportunities that now exist. Current efforts are underway with Manitou Springs, Colorado Springs Utilities and CDOT to drive fiber into an underserved area in Ute Pass, and additional projects are being conceptualized.

To see examples of our final work-products, follow this link: <https://assets-admin.elpasoco.com/wp-content/uploads/El-Paso-County-Broadband-Strategy-Final-20190308.pdf>

REFERENCE

Jeff Eckhart
Chief Information Officer

El Paso County
2880 International Circle
Suite 110
Colorado Springs, CO 80910
719.520.6346
jeffeckhart@elpaso.com

"HR Green was instrumental in the development of El Paso County Broadband Strategic Plan. They provided an innovative and cost effective approach to gathering and analyzing data that helped us understand the true broadband conditions in our region."

Jeff Eckhart
Chief Information Officer
El Paso County



Lehi City Planning and Design Services

Strata Networks—Lehi City, Utah

Challenges: Strata Networks is the largest independent telecommunications cooperative in the state of Utah, with more than 70 years of service to the Uintah Valley. The company wanted to expand its footprint to bring the benefits of fiber-based internet to more people, but needed assistance to help them to scale their business and grow quickly.

Solutions: HR Green engaged with Strata leadership to provide strategic consulting to help the company identify necessary technology, process and operational improvements that would be enable their growth goals. Lehi City, UT, a rapidly growing suburb of Salt Lake City, selected Strata as its partner to build and operate its municipally-owned network.

HR Green was selected by Strata to complete preliminary planning and costing for the nearly 22,000 homes and businesses, including the creation of a metro High Level Design (HLD) to establish backbone routes and cabinet locations. Subsequently, HR Green has provided Fiber to the Home design services to enable construction of more than 475 miles of backbone and distribution network via aerial, underground and microtrench deployment methods. The project began in 2023 and is slated for completion in 2024.

Benefits: Strata Networks selected HR Green for its ability to not just understand the technical design of a network, but more importantly because of its ability to understand the operational needs of the company. The new technology platforms implemented as a result of strategic planning included geospatially-based Fiber Management System (3-GIS) and Construction Management System (Render). HR Green worked closely with engineering leadership at Render to ensure that deliverables were not only permissible by Lehi City, but were easily consumed into Strata's systems, resulting more efficient downstream construction, marketing and customer management.

REFERENCE

Jon Bingham
Plant Development Manager

Strata Networks
211 E 200 N,
Roosevelt, UT 84066
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E: jbingham@stratanetworks.com



Intelligent Community Infrastructure Planning & Design

Underline Infrastructure Services, Colorado

COLLABORATION: Underline Infrastructure Services, LLC (Underline) — a company bringing innovative network infrastructure to the market — chose Colorado Springs as its first buildout in the United States. Underline engaged HR Green to provide fiber network planning and design services, as well as to advise on the community's political environment. Due to its previous work in the El Paso County market, Underline chose HR Green to leverage Underline's terrestrial based LidAR mapping to complete preliminary, high-level design, which helped the company complete its planning and cost modeling analyses. HR Green also assisted in opening discussions with community leaders to gauge the local appetite for Underline's planned deployment.

RESULT: Phase I of Underline's multi-year build plan is in the process of completion and Underline is currently connecting customers, including in the downtown urban core.

The Underline network delivers an unprecedented experience to every client segment: residential, small business, Enterprise, and public sector and Utilities. The network provides a direct fiber connection to each endpoint ultra-fast and reliable connections, with the speeds as advertised. In addition, the Software Defined Network technology and proprietary software layer allows customers to switch—at will—between multiple ISPs and opens the marketplace to additional kinds of service providers.

HR Green is continuing to support Underline as it deploys its intelligent infrastructure in Fountain, just south of Colorado Springs, and the company is looking at additional Colorado markets as well as other communities across the country. The result is that more than 100,000 customers in El Paso County are scheduled to receive fiber gigabit+ to their homes and businesses.

REFERENCE

Bob Thompson
Founder & CEO

Underline Infrastructure
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Suite 1611
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Litigation

HR Green Pacific, Inc. has no claims filed by or against our firm related to the provision of services in the last five years.

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Ken Price, CGCIO, CCM

Project Manager

Ken brings 30+ years expertise in planning and implementing both short-term and long-term strategies, work plans, budgets, and projects that provide for the planned, orderly, business justified, and cost-effective development, installation and operation of digital systems including information technology, Geographic Information Systems (GIS), networks, and telecommunications technologies. Ken has worked on small cell initiatives for a number of agencies, including Redlands, Pico Rivera, Jurupa Valley, nearly 10 Colorado cities, and various cities in Iowa, Illinois, and Texas. This has included developing small cell/5G design standards and providing reviews.

He also served as the Information Services Director in charge of the Littleton, Colorado Small Cell Program. This included working with Community Development, Public Works, the City Attorney's Office, and multiple cellphone service providers to create a Small Cell Program Master License Agreement (MLA) for each provider, and a comprehensive documented / streamlined drawing approval process to provide small cells within Littleton.

EXPERIENCE

30+ Years

EDUCATION

MS, Computer Information Systems

BS, Computer Information Systems

CERTIFICATIONS

Certified Government Chief Information Officer

Certified Change Manager

SELECTED PROJECT EXPERIENCE

► Broadband Master Planning, City of Palm Desert

Ken is part of the team overseeing the inventory of Palm Desert's existing broadband facilities. He is helping to lead Palm Desert through the master plan development process. Ken coordinates the City's efforts with the Coachella Valley Association of Government's (CVAG) valley-wide signal synchronization project. He is also coordinating with other regional broadband initiatives including the initiatives of the local school districts, higher education institutions, Caltrans, and economic development organizations.

► Fiber Master Planning, City of Pico Rivera

Ken helped develop a Fiber Optic Master Plan through the deployment of a converged network and connected infrastructure model for future development. The project worked with community plans to leverage HR Green's experience to pursue grant funding to de-risk fiber optic deployment through the creative use of HSIP grants to deploy network at deep discount to a fully-city-funded build out.

► Fiber Master Planning, City of McKinney, TX

Ken worked with the City of McKinney on the first phase of their project focused on fiber master planning, evaluating health concerns of 5G/Small Cell, policy review, and recommendations and cost recovery study. As part of this process, Ken and the HR Green team have participated in community outreach sessions with City staff.

► On-Call Small Cell Planning, Cities of Jurupa Valley, Redlands, Pasadena, Beverly Hills, Jurupa Community Services District, and Malibu

Ken developed a small cell submittal checklist, a review checklist, and a small cell application review process for various Southern California cities, as well as providing small cell/5G application reviews for conformance with City design standards/ordinances in compliance with federal mandates.

► Broadband Master Planning, Cities of Woodland Park, CO, Cherry Hills Village, CO and Snowmass Village, CO

Ken managed broadband master plan studies for various jurisdictions, design, market and policy assessment, cost estimation and feasibility, and provided community outreach services.



Ken Demlow

Assistant Project Manager

Ken is a senior project manager and financial analysis lead supporting HR Green's Broadband market. He brings over 20 years of experience in the industry, from working in field construction installing fiber, to Google and Verizon projects, and several FITH projects. Ken is nationally known for his industry knowledge on Smart Meters and Smart Grid. Ken has been very involved in working through the details of fiber projects, aggregation and economic development. He has spoken at several industry conferences, has authored several industry articles and recently served a state level economic development fellowship. Prior to HR Green, Ken was National Business Development Manager at NewCom Technologies where he was involved in the design, engineering, and operation of more than 200,000 miles of telecommunications plant, including more than 30,000 miles of lit fiber.

EXPERIENCE

20 Years

EDUCATION

BS, American Studies

INSIGHT

"Broadband Master Planning: A Holistic Approach to Meeting Broadband Goals"
Broadband Communities,
July 2020

"The Growing Role of Broadband in Utility Damage Prevention"
dp-pro, February 22, 2019

Broadband 101: Rights of Way Management for Efficient Fiber Deployment;
Blandin Foundation,
October 20, 2020

5G and Small Cell: What Cities Need to Know;
CBAN, March 29, 2019

Top Ways Your Co-Op Can Start Planning for the Broadband Future; HR Green Webinar

SELECTED PROJECT EXPERIENCE

► **FTTP Feasibility Study, Financial Modeling, High Level Design, and Construction City of Fort Dodge, IA**

Performed high level design and financial modeling to assist the City in their broadband decision-making process. When the City decided to build and operate their own network, our modeling helped them to secure \$40 million in bonding. Ken led the team that provided additional detailed design and permitting for construction and is currently overseeing construction.

► **Broadband Infrastructure Analysis, Greater Des Moines Partnership, IA**

HR Green is completing a broadband analysis and action plan for a 11-county area, showing at the most localized level possible, where broadband concerns exist; recommending broadband related policies and providing a GIS tool to display findings and high-level options for solutions. Ken served as the Project Manager responsible for managing and analyzing existing and potential broadband policies for the region.

► **Broadband Assessment and Feasibility Study - Tillamook Lightwave (TLW), Tillamook County, OR**

Ken was responsible for the Community Engagement section of TLW's network expansion. In this project, Community Engagement consisted of conducting a survey of residences and businesses to determine broadband needs (for design and estimating revenue for possible next steps), a Market Assessment and meetings with key stakeholders throughout the community. Ken arranged the project team for this section of the project that delivered actionable results that clearly defined broadband needs in the County - in clear alignment with the client's schedule.

► **Fiber Master Planning and ROW Management, City of West Des Moines, IA**

Ken is managing this project to develop a groundbreaking strategy that enables the rapid deployment of fiber optic cable throughout the City while protecting right of way.

► **Communications Infrastructure Master Plan, City of McKinney, TX**

The City retained HR Green to help them manage and make the most of the technology changes happening in the telecommunications sector with a goal of bringing smart city options forward. Ken served as Project Manager for this project which explored options, smart city possibilities and partnerships to meet the City's goals.



George Wentz, PE

Principal-in-Charge

George serves as Vice President in the Governmental Services Business Line of HR Green, which offers a comprehensive suite of services to help local agencies function more effectively and efficiently. He brings more than 40 years of administrative, management, and local government related experience, focused on delivering consulting support to public agencies. He has served as City Manager, Assistant City Manager, Public Works Director, City Engineer, Building Official, Planning Director, Traffic Engineer and Economic Development Manager.

George has directed and administered projects which range from on-call support to full city contract services. His responsibilities have ranged from accountability for day-to-day completion of activities associated with a contract to Principal-in-Charge of particular projects. His managerial experience and high level of success is well documented and recognized by the cities he has served.

A resident of the Coachella Valley, George is keenly aware of the issues the region faces. He has also worked closely with the APWA on their International Affairs Committee.

EXPERIENCE

40+ Years

EDUCATION

Master, Public Administration

BS, Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer, CA, #43273

SELECTED PROJECT EXPERIENCE

- ▷ Fiber Master Planning, City of Pico Rivera
- ▷ Broadband Master Planning, City of Palm Desert
- ▷ On-Call Small Cell Planning, Cities of Jurupa Valley, Redlands, Pasadena, Beverly Hills, and Malibu
- ▷ Small Cell and Broadband Master Planning, Town of Snowmass Village, CO



Tim Jonasson, PE

QA/QC Manager

Tim has 33 years of design, CIP program management, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects, including roads, drainage, water, sewer, traffic, grading, parks, recreational facilities, parking lots and parking structures. He has served as construction manager and design engineer on a variety of municipal improvement projects including bridge construction, street and landscape improvements, water and wastewater improvements, parks construction and rehabilitation, golf course improvements and pier reconstruction.

Tim is a local resident based in La Quinta and manages our Palm Desert office. He co-presented to Coachella Valley APWA on small cell innovations, and to the Western Regional ITE Conference in Palm Springs, as well as to Southern California ITE and the International ASCE conferences.

EXPERIENCE

33 Years

EDUCATION

Masters, Business Administration

BS, Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer, CA #45843

SELECTED PROJECT EXPERIENCE

- ▷ CVAG Signal Synchronization Sub-Committee Chair, CVAG
- ▷ Broadband Master Planning, City of Palm Desert
- ▷ Various Professional Consulting Services, Cities of Palm Desert, Cathedral City, Rancho Mirage, Desert Hot Springs, La Quinta, Indian Wells, and Coachella
- ▷ Fiber Master Planning, City of Pico Rivera
- ▷ Small Cell Ordinance and Application Review, Cities of Jurupa Valley and Redlands, Jurupa Community Services District



Dave Zelenok, PE

Internet of Things

Dave brings 35+ years of municipal management and engineering experience, having served as City Engineer, Public Works Director, Transportation Director, Chief Innovation Officer, and Interim City Manager. He has played a key role in forming regional coalitions and integrating small cell strategies, fiber-optic based municipal broadband deployments, ITS, traffic, streetlights, communication systems and broadband to reduce congestion, enhance mobility, generate sustainable revenue streams, and improve operational efficiency. He has been involved on 30+ smart city, broadband, fiber assessment, and small cell deployment projects for cities, counties, and special districts throughout the western United States.

EXPERIENCE

35+ Years

EDUCATION

MS, Engineering

BS, Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer,
CO #19877

Dave is a sought-after industry thought leader and presenter at regional, national, and international symposiums on the latest smart city trends and approaches. He focuses extensively on public policy development, implementation, and repurposing existing infrastructure assets for smart city deployment.

He co-presented to Coachella Valley APWA on small cell innovations, and to the Western Regional ITE Conference in Palm Springs, as well as to Southern California ITE and the International ASCE conferences.



Ben Lewis-Ramirez

Network Design

Ben has over 15 years of executive management experience in the outside plant engineering and construction industries, with a focus in business development and strategic planning for the past five years. Ben is a vocal advocate for the open application business model and has published numerous magazine articles and blog posts on the subject, in addition to speaking about it at conferences and other events around the country. Ben brings creative problem solving and an entrepreneurial mindset to his work, from co-founding a consultancy and ISP called Lit Communities, to becoming an ISA Certified Arborist to create, implement, and manage tree survey programs for large scale FTTX builds in both Google Fiber and AT&T markets.

Additionally, Ben has worked with some of the best companies and people in the OSP industry in a variety of capacities, from field work to design engineering, and overall project management. This experience has given him a holistic and comprehensive understanding of wide area network and FTTX deployments.

Ben is currently involved in broadband projects for the City of Palm Desert and Palm Springs. He has served as a Program and Project Manager for counties, cities, and school districts associated with broadband market assessments, business plans, strategic plans, and master plans, responsible for plan development, constructability analysis, and stakeholder engagement.

EXPERIENCE

15+ Years

EDUCATION

BA, Latin American
Studies



Sam Beever, PE

Engineering

Sam brings more than nine years of engineering experience and is skilled in developing cost-effective solutions, complex technical problem solving, identifying/delivering increased efficiencies reducing costs and increasing on time deliveries, collaborating with clients, and researching industry standards to ensure consistent delivery of quality products. His experience includes outside plant, inside plant, fiber to the home, small cell, switched ethernet, traffic control, shelter/generator installation/design, review of geotechnical and structural reports, and large team coordination. Samuel has experience using Microsoft tools (Excel, Word, PowerPoint, Visio, etc.), ArcGIS, AramisDT, AutoCAD, Google Earth Pro, and BlueBeam Revu.

EXPERIENCE

9 Years

EDUCATION

BS, Civil Engineering

MS, Civil Engineering

REGISTRATION/LICENSE

Registered Professional
Engineer, KS #26998

Sam is currently involved in broadband projects for the City of Palm Desert and Palm Springs. He has managed the creation of detailed construction specification documents that provided the methods and equipment to construct a fiber to the home network in the aerial and underground environment. In addition, Sam has provided services for Light Gig AT&T.



Irena Stevens

Vision and Planning

Irena brings more than 10 years of experience with vision, planning, regulatory, and financial review of options to recommend broadband related policies and solution. Irena has evaluated agency goals to help develop broadband infrastructure solutions and helped develop plans to provide high-speed connectivity in cost-effective ways. She has led several public outreach campaigns to evaluate community broadband capacities, community needs, and policy options to promote equitable access and affordability of Internet service options. Irena has also led efforts to assess stakeholder needs, document current infrastructure and provider options, and prepare financial models for broadband studies and master plans with cities, counties, and economic development agencies around the country.

EXPERIENCE

10+ Years

EDUCATION

PhD, Interdisciplinary
Telecommunications
Program (in progress)

MS, Interdisciplinary
Telecommunications

MS, Telecommunications
Policy

BS, Political Science

BS, History

Irena has served as assistant project manager and community engagement lead on many fiber and broadband master plans. Irena has provided services to the Cities of Pico Rivera, Palm Springs, and Palm Desert.



Monika Kazmierski

Vision and Planning

Monika has more than five years of experience as a data and management analyst, with more than four years of experience with local governments. She has provided innovative approaches to track and improve department functions, developed and managed communication programs related to policies and procedures, and assisted local governments with daily operations and maintenance of assets. She has helped municipalities with creating master infrastructure plans to address anticipated asset demands and needs. In addition, she has extensive experience with Cartegraph and Power BI Desktop for Business Intelligence. Monika has provided services for the Cities of Pasadena, Hemet, La Canada Flintridge, Altoona and Johnston, IA, Hinsdale, IL, and the Villages of Round Lake Beach and Buffalo Grove, IL.

EXPERIENCE

5+ Years

EDUCATION

MS, Earth and
Environmental Resources
Management

BS, Zoology, Concentration
in Environmental Biology

CERTIFICATIONS

Public Works Management
Institute Certificate

Monika is currently providing services to the City of Palm Springs. She is also a member of the American Public Works Association (APWA) Asset Management Committee's Knowledge Team.



Carlos Ortiz, PE, TE, PTOE

Design and Engineer Advisor

Carlos is a globally recognized expert bringing smart mobility and technology solutions to Smart Cities/Region, Connected/Automated Vehicles (CAV), Intelligent Transportation System (ITS), Traffic Engineering, and Transportation Planning and Engineering Projects and Programs for numerous agencies, private developments, and institutions. He has worked on many multi-modal and complex projects and has the ability to resolve problems quickly and efficiently by drawing on his many years of experience in our transportation industry. Carlos served on ITE International Board of Direction as International Director, representing ITE Western District. Mr. Ortiz is currently serving on the Board at ITS California.

EXPERIENCE

33 Years

EDUCATION

BS, Civil Engineering

REGISTRATIONS

Civil Engineer, CA
#C057535

Traffic Engineer, CA #2025

Professional Traffic
Operations Engineer, US
#426

Carlos has provided services to the Coachella Valley Association of Governments, including: Smart Region Program – Regional Broadband Communications, Smart Region Program – Phase I, and Smart Region Program – Phase II.

Project Team Certifications

Ken Price, CGCIO, CCM



Public Technology Institute

and

Center for Government Services Rutgers University

Certify that

Kenneth C. Price

has successfully been recertified for the

Certified Government Chief Information Officer Program

through May 21, 2024






Dr. Alan R. Shark, D.P.A., CAE
Executive Director



Alan Zalkind
Director, Center for Government Services


George Wentz, PE



**BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS**



ISSUANCE DATE
AUGUST 21, 1987
EXPIRATION DATE
MARCH 31, 2024
CURRENT DATE / TIME
JULY 10, 2023
4:48:35 PM


LICENSING DETAILS FOR: 43273

NAME: WENTZ, GEORGE ANDREW
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR 

ADDRESS
16848 CECIL PLACE
RIVERSIDE CA 92504
RIVERSIDE COUNTY
[MAP](#)


Tim Jonasson, PE



**BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS**



ISSUANCE DATE
AUGUST 27, 1990
EXPIRATION DATE
DECEMBER 31, 2024
CURRENT DATE / TIME
JULY 10, 2023
4:49:56 PM

LICENSING DETAILS FOR: 45843

NAME: JONASSON, TIMOTHY ROBERT
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR 

ADDRESS
79755 DECLARATION CT
LA QUINTA CA 92253
RIVERSIDE COUNTY
[MAP](#)

Dave Zelenok, PE



Lookup Detail View
Licensee Information
This serves as primary source verification of the licensee.*
**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
David Stephen Zelenok	COLORADO SPRINGS, CO 80906

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0010877	Endorsement	Professional Engineer	Active	08/20/1982	11/01/2021	10/31/2023

Board/Program Actions

Case Number	Public Action	Resolution	Effective Date	Completed Date
2008-2008	CLS Stipulation	Stipulation	04/21/2008	04/21/2008

Online Documents
To view specific documents related to a licensee, use the "External Document" link below. If you would like to search all available online documents use our [DPO Public Documents System](#). Once there you may enter the licensee name or license number to complete the search. All public documents related to the licensee will be visible upon completion of the search.
If you have any questions or further issues, please contact us at dora_dpo_onlinelicense@state.co.us.

Link	Unique ID Number	DocType	DocSource
External Document	34906	BOARD/PROGRAM ACTION DOCUMENTS	IMAGE

Sam Beever, PE



Kansas Board of Technical Professions Licensee Details

Demographic Information

Licensee Name: Samuel Curtis Beever

Location Information

City: Aurora

State: CO

Zip: 80015

License Information

License Number: PE26998

License Type: Professional Engineer

License Status: Active

Originally Issued: 5/29/2019

Last Renewed: 4/14/2022

Expiration: 4/30/2024

Obtained By: Examination

Carlos Ortiz, PE, TE, PTOE



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 57535

NAME: ORTIZ, CARLOS ALBERTO

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

11 PHEASANT LANE
ALISO VIEJO CA 92656
ORANGE COUNTY

[MAP](#)

ISSUANCE DATE
JULY 18, 1997
EXPIRATION DATE
DECEMBER 31, 2023
CURRENT DATE / TIME
JULY 11, 2023
2:40:19 PM



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 2025

NAME: ORTIZ, CARLOS ALBERTO

LICENSE TYPE: TRAFFIC ENGINEERS

LICENSE STATUS: CLEAR

ADDRESS

11 PHEASANT LANE
ALISO VIEJO CA 92656
ORANGE COUNTY

[MAP](#)

ISSUANCE DATE
FEBRUARY 26, 1999
EXPIRATION DATE
JUNE 30, 2025
CURRENT DATE / TIME
JULY 11, 2023
2:47:4 PM

SEARCHABLE DIRECTORY

[Refine Search](#)[New Search](#)

Mr.Carlos A.Ortiz, PE, TE (CA)PTOEMPRIITE

Chief Executive Officer
ADVANTEC Consulting Engineers, Inc.

Business Address (Preferred Mailing Address)
1200 Roosevelt
Irvine CA 92620-3667
USA

T:(949) 636-0646 F:

Email:cortiz@advantec-usa.com

Changes to Professional Services Agreement

The sample contract provided contains language that should be modified or clarified to be more specific to the services being delivered. Based on our review, we believe revisions will provide greater clarity as to contractual obligations as well as compliance with state law requirements, which will benefit both parties.

If selected, HR Green would like the opportunity to work with CVAG to develop the proposed agreement and address very specific issues. We would be prepared to discuss these matters immediately upon selection to assure that no time is lost and that the proposed work can be carried out in a timely manner.

Following are HR Green's requested exceptions and considerations.

4. PERFORMANCE

with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality

Consultant shall at all times ~~faithfully, competently and to the best of its ability, experience, and talent,~~ perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

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

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon ~~satisfactory~~ completion of each Work Order; ~~and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders.~~ If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review ^{Consultant's services} and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to ^{requested changes} change by additions, deletions or revisions by CVAG. ^{CVAG may request} Consultant shall be advised of any such changes by written notice. ^{justifies} Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, ^{Consultant and CVAG shall reasonably negotiate any applicable equitable adjustments} Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. ~~In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder~~ ^{which} arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. ^{in a manner consistent with professional standard of care} Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this

Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG ~~and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant.~~ With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, ~~the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.~~

("Instruments of Service")
All Instruments of Service including, but not limited to, plans and specifications furnished by Consultant under this Agreement are intended for use on the specific project only. Any reuse or derivative work without specific written verification or adoption by Consultant, shall be at CVAG'S sole risk, and CVAG shall waive any claims and hold harmless Consultant from all claims, damages and expenses including attorneys' fees arising out of or resulting from the misuse, unauthorized reuse, unauthorized use of incomplete Instruments of Service

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

In accordance with Civil Code 2782.8, which is fully incorporated herein

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

To the extent caused by Consultant's negligent acts, errors, or omissions during Consultant's performance of services under this Agreement

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, ~~agents~~, employees ~~and volunteers.~~

(b) Consultant shall include CVAG, ~~its member agencies and any other interested and related party designated by CVAG,~~ as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not

less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, ~~its member agencies, and any other interested and related party designated by CVAG as additional insureds.~~ Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it ~~and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage.~~ Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to ~~said additional insureds.~~ Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be ~~suspended, voided, canceled by any party, reduced in coverage or in limits~~ except after thirty (30) days prior written notice by ~~certified mail, return receipt requested,~~ has been given to CVAG. With a 10 day exception for non payment of premium

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, ~~its members and any other additional insureds~~ free and harmless from and against any and all ~~claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.~~ liabilities, damages, and cost
 To the extent negligent

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its

members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

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

15. UNDUE INFLUENCE

Consultant declares and ^{represents} ~~warrants~~ that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. LATA GRANT REQUIREMENT

The sub-grantee, consultant, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

18. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for

documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall ~~be employed by Consultant as an officer, employee, agent, or subcontractor.~~ ^{perform Services under this Agreement}

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG: Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

To Consultant: [INSERT NAME, TITLE
INSERT CONSULTANT NAME
ADDRESS
CITY, STATE, ZIP]

20. ASSIGNMENT/PERSONNEL

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

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

21. MANAGEMENT

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

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

22. SUBCONTRACTS

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

23. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

24. GOVERNING LAW

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew ~~or should have known~~ about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

25. FINAL PAYMENT CERTIFICATION AND RELEASE

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

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
COACHELLA VALLEY BROADBAND STRATEGIC PLAN
ADDENDUM**

Addendum Date: June 22, 2023

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing bid proposals and shall become part of the Contract documents. Offerors shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

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

Questions & Requests:

The following are responses to the questions received by the Coachella Valley Association of Governments (CVAG) as of 2:00 p.m., June 21, 2023.

1. **Question:** Since the proposal and fee schedule are to be delivered to CVAG via email, please specify the combined file size that you can receive via email.

Response: *The maximum combined size of the Fee Proposal attachment and the Technical Proposal attachment should not exceed 50MB. A zip file of the two PDF documents will be accepted.*

2. **Question:** Do the cover page, cover letter, and table of contents count toward the 25-page limit for the technical proposal?

Response: *No.*

3. **Question:** The RFP specifies that CVAG anticipates this project to be 80/20 engineering/administrative tasks. However, the Scope of Work includes 3 tasks that are largely not engineering-related and just one engineering-related task. How strict is the 80/20 split on Scope of Work and will CVAG be looking for proposed pricing that mirrors that 80/20 split?

Response: *The Request for Proposals states that the percentages are approximate; however, CVAG intends for shovel-ready construction plans to be delivered through this project, which is expected to consume the majority of the grant funds. Refer to Section III.B. Content and Format of Technical Proposal and Section III.C. Content and Format of Fee Proposal concerning proposed enhancements, innovations, or modifications to the solicitation.*

4. **Question:** The RFP requests that we provide an example of a similarly scoped project deliverable. Is CVAG looking for a full deliverable, or would a representative excerpt be acceptable?

Response: *Excerpts from example project deliverables should provide sufficient information about the referenced project to meet the requirements of Section III.B. Format and Content of Technical Proposal of the Request for Proposals.*

5. **Question:** Is a list of attendees of the Pre-Proposal Meeting available?

Response: *See Attachment 1.*

6. **Question:** Will there be provisions to coordinate the CVAG project with the Caltrans Middle Mile Broadband Network project along the I-10 Freeway?

Response: *Yes. CVAG fully intends to coordinate with Caltrans to avoid conflicts and to coordinate the design of CVAG last mile projects with the Middle Mile project.*

7. **Question:** Does CVAG want topics in Sections D-H under the Scope of Work to be addressed/responded to within their own separate sections in the response or should these topics be incorporated into the responses for Item I: Project Tasks 1-4?

Response: *Proposers are to incorporate responses to Sections D-H of the Scope of Work in the responses to Section I (Tasks 1-4) of the Scope of Work.*

8. **Question:** Will CVAG consider amending the RFP to remove the 4th item, "Proposed Fee", from the consideration criteria and evaluate the vendor responses purely on the scoring criteria of 1, 2, and 3?

Response: *How the Fee Proposal is to be evaluated was misstated at the Pre-Proposal meeting. The Fee Proposal will be considered during the evaluation of Proposals received as per Section IV.B. Proposal of the RFP.*

9. **Question:** If the proposed budget of \$978,460.00 is a not to exceed budget number, will CVAG consider amending the RFP to remove the 4th item, "Proposed Fee" and evaluate vendor responses purely on the scoring criteria of 1, 2, and 3 as long as the Fee proposal is within the budgeted amount?

Response: *The maximum budget for the project is \$978,460.00. See response to Question 8.*

10. **Question:** A Proposer would like to review all broadband-related GIS work pertaining to CVAG government for estimation purposes. This may also include any access to information via software or online portal technology under license by CVAG or under separate license access. This would include GIS and related asset information related to the CV Sync Project, the proposed Coachella Valley Middle-Mile project, and the underlying asset/routing/ROW/anchor institution GIS data produced by Advantec for CVAG. Will CVAG make the requested information available for all bidders?

Response: CVAG presently has no GIS data pertaining to the Middle Mile Broadband project or the CV Sync project. Task 3.1 Data Collection of the Scope of Work includes a component to convert CAD files from the CV Sync project to GIS. A ZIP file of the CAD files for CV Sync can be downloaded from <https://cvag.org/proposals/>. Available broadband mapping and data from the California Public Utilities Commission can be accessed at <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/broadband-caseworkers/broadband-data-and-maps>.

11. **Question:** Which tasks/subtasks does CVAG consider to be administrative vs. engineering-related?

Response: CVAG considers Tasks 1-3 as administrative and planning; and Task 4 as engineering design.

12. **Question:** Section 3 of the technical proposal asks proposers to provide copies of staff's certifications. Does this just include professional certifications (PMP, PE, etc.) or should proposers also provide copies of diplomas for undergraduate and graduate degrees held by staff?

Response: Just relevant professional certifications, such as PMP or PE should be submitted.

13. **Question:** For joint proposals, should each organization submit 3 firm references? i.e. For a joint proposal submitted by two firms, would the proposal need to include 6 references, or just a total of 3 references split between the two firms?

Response: Three references for each organization/contractor that is party to a joint proposal.

14. **Question:** Does CVAG have a target date by which it wishes to issue the RFP that will be developed as part of Task 3.9 in this scope of work, or is it open to dates recommended by proposers?

Response: CVAG is open to dates recommended by Proposers.

Acknowledgement: Offerors must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal. Failure to do so will result in rejection and disqualification of the Proposal.

Authorized
Signature:



Date: July 13, 2023

Company: HR Green Pacific, Inc.



P A C I F I C

TRANSPORTATION

+

WATER

+

GOVERNMENTAL SERVICES

+

LAND DEVELOPMENT

+

ENVIRONMENTAL

+

CONSTRUCTION

▷ HRGREEN.COM



Coachella Valley Broadband Strategic Plan

FEE PROPOSAL FOR

Coachella Valley Association of Governments

JULY 13, 2023



Ken Price, CGCIO, CCM

44651 Village Court | Suite 123
Palm Desert, CA 92260

Office 760.262.4317 + Mobile 303.601.5554

kprice@hrgreen.com

Task					Lewis- Wentz Beever GIS Demlow Price Stevens Kazmierski Zelenok Jonasson Ramirez Advantec											
	TOTAL HOURS	5306			2	105	4181	214	300	218	222	16	32	16		
	COST PER HOUR/UNIT (CHARGE-OUT RATE)				317	196	155	200	208	179	138	140	275	201	15%	
	TOTAL LABOR COST	858383			634	20580	648055	42800	62400	39022	30636	2240	8800	3216	100,000.00	
	% OF TOTAL COST				0.1%	2.1%	66.6%	4.4%	6.4%	4.0%	3.1%	0.2%	0.9%	0.3%		
Task	DESCRIPTION OF TASK	Labor Task Total	Subs Task Total	Task Total	EXPENSES											
															Sub Contractor Total	
1	Project Management & Meetings	21,092.00	-	21,092.00	2	2		30	60	2	2		2	2		
2	Grant Administration Assistant	7,992.00	-	7,992.00					4	40						
Broadband Strategic Plan																
3.1	Data Collection	9,568.00	57,500.00	67,068.00		4	40	4	4				2	2	50,000.00	
3.2	Market Assessment	8,104.00	-	8,104.00				4	4		40		2	2		
3.3	Needs Assessment	12,072.00	-	12,072.00		2	4	4	4	4	40	16	2	2		
3.4	Gap Analysis	10,888.00	-	10,888.00		2	24	4	4	8	20		2	2		
3.5	Phased Implementation Plan	8,006.00	-	8,006.00		2	8	4	4	8	20		2			
3.6	Governance	8,312.00	-	8,312.00				4	4	32			2	2		
3.7	Business Model Evaluation	9,985.00	-	9,985.00		2	1	4	32	8			2			
3.8	Financial Analysis	8,718.00	-	8,718.00		1		4	4	20	20		2			
3.9	Partner RFP Development and Evaluation	11,460.00	-	11,460.00		2	4	32	8	8			2	2		
3.10	Report Compilation & Approval Process	10,238.00	-	10,238.00				8	32	8			2			
3.11	Partner Terms & Negotiations	9,016.00	-	9,016.00				32	8				2	2		
Design Engineering			-	-												
4.1	Conceptual Design	40,486.00	-	40,486.00		16	200	8	8	8	8		2			
4.2	Preliminary Design (60%)	413,482.00	57,500.00	470,982.00		24	2500	24	40	24	24		2		50,000.00	
4.3	Final Design (90%)	149,982.00	-	149,982.00		24	800	24	40	24	24		2			
4.4	Complete Design (100)	118,982.00	-	118,982.00		24	600	24	40	24	24		2			
EX	Expenses	\$5,077	-	5,077.00												
			-	-												
	Total Budget	863,460.00	115,000.00	978,460.00												



P A C I F I C

TRANSPORTATION

+

WATER

+

GOVERNMENTAL SERVICES

+

LAND DEVELOPMENT

+

ENVIRONMENTAL

+

CONSTRUCTION

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ITEM 7D

Coachella Valley Association of Governments Transportation Committee September 11, 2023



STAFF REPORT

Subject: Reimbursement Agreement for Avenue 50 Bridge Project over the La Quinta Evacuation Channel

Contact: Gustavo Gomez, Transportation Management Analyst (ggomez@cvag.org)

Recommendation: Approve the Reimbursement Agreement with the City of La Quinta for the Avenue 50 Bridge project from Washington Street spanning the Evacuation Channel, providing a total not-to-exceed amount of \$3,849,750 in regional funding for the project's Plans, Specifications & Estimates, right-of-way, and construction phases

Background: The City of La Quinta is requesting regional transportation funding to cover the design, right-of-way, and construction of a new bridge along Avenue 50 spanning the La Quinta Evacuation Channel. Improving Avenue 50 has long been a regional priority and this project represents a partial segment described in CVAG's 2016 Transportation Project Prioritization Study (TPPS). The project is listed as the 34th ranked project with 11 points.

The City of La Quinta estimates that Plans, Specifications & Estimates (PS&E), Right of Way (ROW) and construction phases will cost \$16,349,000. The City has been successful in securing \$11,216,000, in Highway Bridge Program (HBP) funds, which is 80% of the total federal participating cost. The remaining non-participating cost is about \$5.1 million, with CVAG's regional share of the cost at \$3,849,750. Without outside funding, CVAG's share of the estimated project cost would have been nearly \$12.3 million.

While this project is not in the top 10 percent, CVAG staff are recommending approval of the reimbursement agreement based on the availability of external funding. The PS&E phase of the project should be complete by Fiscal Year 2026/2027, with construction starting by summer 2028. It is also worth noting that including this project, nearly all segments described in the 2016 TPPS for Avenue 50 are in various phases of development. CVAG staff is also recommending that the agreement include language for the future development of the Regional Traffic Signal Synchronization Master Plan (CV Sync) project and incorporate best practices with respect to bicycle and pedestrian safety. With this recommended action, the Executive Director and/or legal counsel would also be authorized to make clarifying changes prior to execution.

Fiscal Analysis: The Avenue 50 bridge over the evacuation channel is estimated to cost \$16,349,000 for all phases of the project.

The Highway Bridge Program (HBP) funds will cover \$11,216,000, which includes design through construction. The proposed agreement would cover the remaining non-participating cost of \$5,133,000. Under CVAG's usual policy of funding Measure A eligible projects, CVAG's 75%

regional share of the cost is \$3.849,750, and the city's 25% local share is \$1,283,250. There are sufficient regional transportation funds to cover the City's request for this project.

The reimbursement agreement provides that the regional share will be paid as a reimbursement to the jurisdiction as invoices are submitted and approved. The City of La Quinta shall be responsible for paying 100% of non-eligible costs for reimbursement by CVAG.

Attachments:

1. City of La Quinta Request Letter
2. Avenue 50 Bridge Conceptual Plans
3. Reimbursement Agreement

May 30, 2023

Mr. Tom Kirk
Executive Director
Coachella Valley Administration of Governments
74-199 El Paseo Suite 100
Palm Desert, CA 92260
Attention: Jonathan Hoy, PE

Subject: Request for Funding for the Avenue 50 Bridge over the Evacuation Channel Project in the City of La Quinta, BR-NBIL(547), City Project No. 2019-02

Dear Mr. Kirk,

The City of La Quinta respectfully requests the Coachella Valley Association of Governments (CVAG) to contribute 75% of the local share towards the costs of an all-weather bridge along Avenue 50 spanning the Evacuation Channel in La Quinta. The project is listed in the 2016 Transportation Project Prioritization Study (TPPS) as the 34th ranked project (Buildable Project No. B-213). The project is partially funded with Highway Bridge Program (HBP) funds. The HBP will provide 80%, up to \$11,216,000.00 towards the proposed bridge.

The following represents the estimated project budget as of May 2023, and the proposed funding shares:

	Project Cost	Federal Particip.	Federal Share (80%)	Local Share
PS&E	\$3,393,568.00	\$1,900,000.00	\$1,520,000.00	\$1,873,568.00
ROW (2024/25)	\$1,505,000.00	\$1,320,000.00	\$1,056,000.00	\$449,000.00
CON/CE (2026/27)	\$11,450,432.00	\$10,800,000.00	\$8,640,000.00	\$2,810,432.00
TOTAL	\$16,349,000.00	\$14,020,000.00	\$11,216,000.00	\$5,133,000.00

Proposed CVAG Contribution (75%): \$3,849,750

Proposed La Quinta Contribution (25%): \$1,283,250.00

The HBP funds for the first phase of the PS&E have been allocated in March 2023. It is anticipated that the second phase will be allocated by 2025/2026. The City further anticipates to complete the PS&E phase by 2026/2027, proceed into the ROW phase thereafter and start construction by 2027/2028.

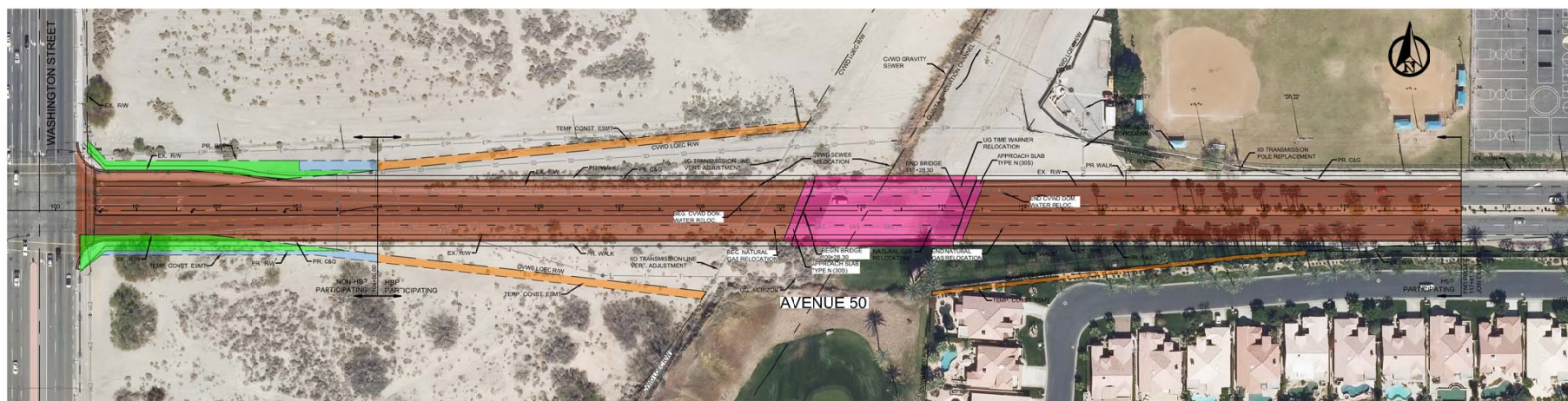
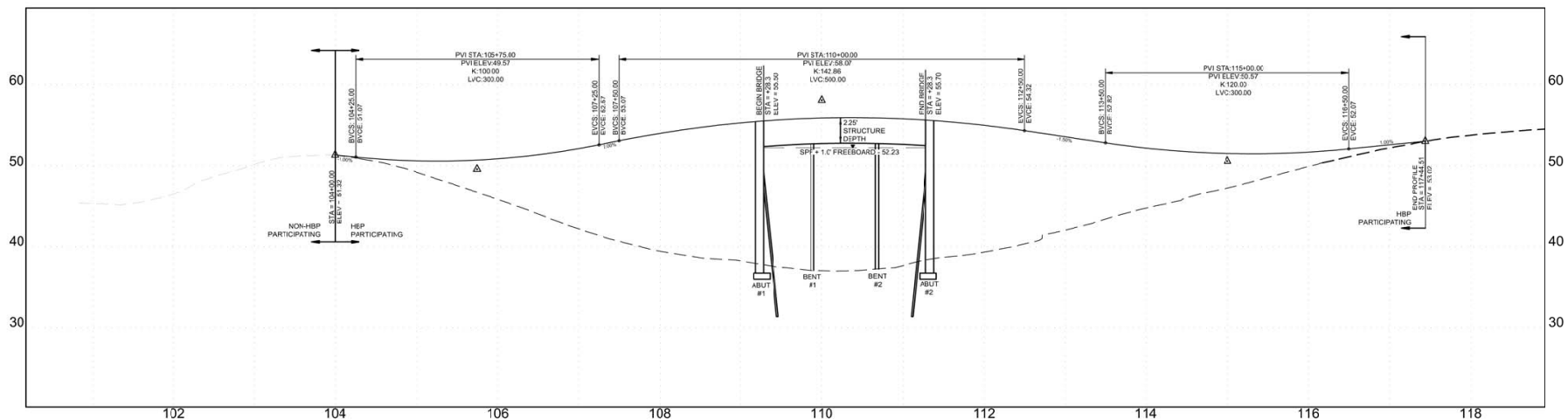
Thank you for your consideration, should you have any questions, please contact Josh Nickerson at JNickerson@naiconsulting.com or by phone at (760) 323-5344. You can also contact me at bmckinney@laquintaca.gov or by phone at (760) 777-7045.

Thank you for your consideration,



Digitally signed by Bryan McKinney
Date: 2023.05.26 15:20:12 -07'00'

Bryan McKinney, P.E.
Public Works Director/City Engineer

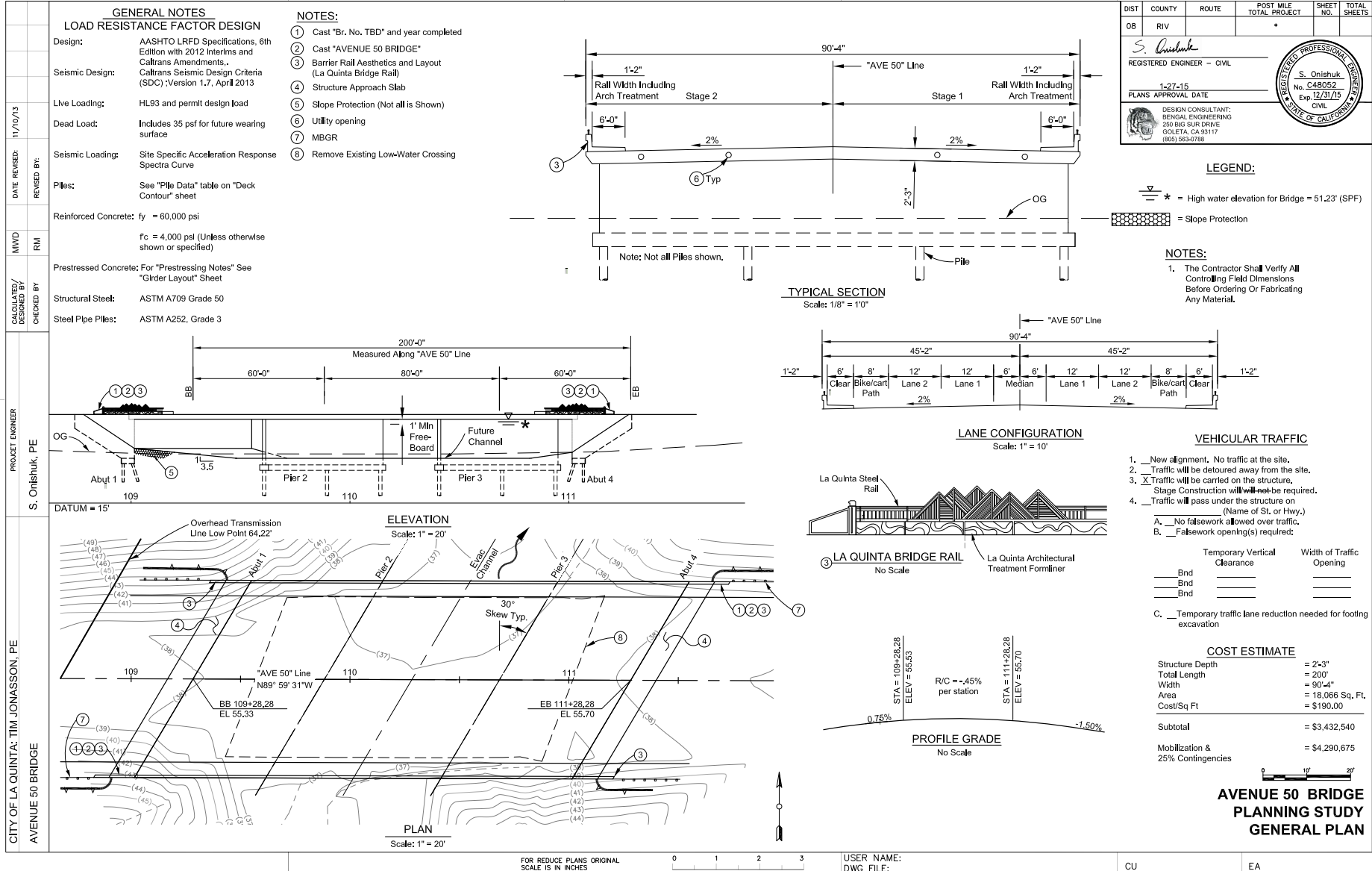


LEGEND

█	PR. R/W ACQUISITION (NON-HBP)
█	PR. TCE ACQUISITION (HBP)
█	PR. TCE ACQUISITION (NON-HBP)
█	PR. ROADWAY RECONSTRUCTION
█	PR. BRIDGE

AVENUE 50 BRIDGE OVER LQEC UTILITY, R/W AND RODAWAY EXHIBIT

MARCH 19, 2015



PROJECT ENGINEER
S. Onishuk, PE

CITY OF LA QUINTA: TIM JONASSON, PE
AVENUE 50 BRIDGE

DIST	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	RIV		*		

REGISTERED ENGINEER - CIVIL

1-27-15
PLANS APPROVAL DATE

DESIGN CONSULTANT:
BENJAMIN ENGINEERING
250 BIG SUR DRIVE
GOLETA, CA 93117
(805) 965-0786

S. Onishuk
No. C48052
Exp. 12/31/15
CIVIL
STATE OF CALIFORNIA

LEGEND:

★ = High water elevation for Bridge = 51.23' (SPF)

▨ = Slope Protection

NOTES:

1. The Contractor Shall Verify All Controlling Field Dimensions Before Ordering Or Fabricating Any Material.

**AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF LA QUINTA**

**PLANS, SPECIFICATIONS & ESTIMATES (PS&E), RIGHT-OF-WAY (ROW) AND
CONSTRUCTION FOR THE AVENUE 50 BRIDGE FROM WASHINGTON STREET
TO EAST OF THE EVACUATION CHANNEL**

THIS AGREEMENT is made and entered into this 25th day of September 2023, by and between the **City of La Quinta ("Agency")**, and the **Coachella Valley Association of Governments**, a California joint powers agency, ("**CVAG**"), and is made with reference to the following background facts and circumstances:

RECITALS

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects and corridors throughout the Coachella Valley to be of regional importance. This project is included in the 2016 Transportation Project Prioritization Study (TPPS) document; and,

Approval of a highway financing measure by the voters of Riverside County in November of 1988, as well as the approval of an extension of Measure A by the voters in November of 2002, has created a source of funds with which to construct such projects; and,

CVAG by agreement with its member agencies and with the Riverside County Transportation Commission ("RCTC"), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee "TUMF" Fee Ordinance to increase the collected TUMF Fee, effective January 1, 2007; and,

Under CVAG's policy of funding eligible projects with member jurisdictions, effective January 1, 2007, the responsible jurisdiction(s) will be responsible for paying Twenty-five Percent (25%) of the Project costs (the Local Share), as well as any ineligible project costs, and CVAG will be responsible for Seventy-five Percent (75%) of eligible Project costs (the Regional Share). Historically, the CVAG Regional Share has been paid as a reimbursement to the Jurisdiction, as invoices are submitted and approved.

Agency desires to proceed with the Plans Specifications & Estimates (PS&E), Right of Way (ROW) and Construction for the **Avenue 50 Bridge Project from Washington Street to East of the Evacuation Channel**. The estimated cost of the Project after accounting for federal high bridge program funds will be approximately **\$5,133,000**. CVAG's share of the Project cost is not-to-exceed **\$3,849,750** being the maximum

approved Regional Share of the Project costs.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The program embodied in this agreement for the reimbursement of funds by CVAG shall apply only to those regional arterial projects that have heretofore been identified in CVAG's Transportation Project Prioritization Study or specifically authorized by CVAG's Executive Committee. The Project was specifically approved by CVAG's Executive Committee as consistent with the TPPS on 26 June 2017, and is therefore eligible.
2. The Project is generally described as and consists of the following: **plans, specifications & estimates (PS&E), right-of-way (ROW) and construction for Avenue 50 bridge from Washington Street to East of the Evacuation Channel.** These services will hereinafter be referred to as the "Project".
3. The scope of work of the Project is more particularly described in **Exhibit "A"**, entitled "Scope of Services " attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in **Exhibit "B"** - "Estimate of Cost", attached hereto and made a part hereof. The cost estimates include a calculation intended to allow the Agency to recover an amount representing the time of its employed staff in working on the Project as well as amount the Agency shall pay to outside contractors in connection with the Project. CVAG's cost share for the project will be seventy-five (75%) as shown on Exhibit "B" unless amended pursuant to the provisions of Paragraph 6.

This Agreement shall establish a Time Trigger, which will require that the start of the Construction Phase of the Project must begin by September 11th, 2027.

4. It is the agreement between CVAG and Agency that of the total estimated cost of the project, after Federal participating funds will be approximately \$5,133,000.00, CVAG's Regional Share will equal \$3,849,750.00 and the Local share shall be \$1,283,250.00 as well as equal one-hundred percent (100%) of all costs not eligible for reimbursement by CVAG. This Agreement shall establish that CVAG may decline or delay regional funds should it be determined that such action is necessary to maintain a minimum balance of regional funds.
5. Agency agrees to seek reimbursement of only those costs which are eligible for reimbursement by CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.
6. Agency shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, Agency shall submit invoices to CVAG

requesting reimbursement of seventy-five percent of those eligible costs associated with the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to Agency, and documents evidencing Agency's payment of the invoices or demands for payment. Agency shall also submit a Project Completion Report, in a form acceptable to CVAG, with each statement. Agency shall submit invoices not more often than monthly and not less often than quarterly.

6.1 Upon receipt of an invoice from Agency, CVAG may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by CVAG to Agency within thirty (30) days.

6.2 If a post-payment audit or review indicates that CVAG has Provided reimbursement to Agency in an amount in excess of Seventy-Five Percent of eligible costs, or has provided reimbursement of ineligible Project costs, Agency shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.

7. Prior to any final payment to Agency by CVAG, a final report shall be submitted to CVAG by Agency containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility.
8. The format used for all bids solicited by Agency for the Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible.
9. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG will in good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Non-substantive changes may be made to this agreement subject to CVAG's General Counsel's approval.
10. Agency shall maintain an accounting of all funds received from CVAG pursuant to this Agreement in accordance with generally accepted accounting principles. Agency agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by the Agency on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. Agency shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any

records maintained in connection with the Project. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

11. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and Agency shall provide CVAG with immediate notice thereof.

- 11.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by Agency or any of Agency's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;

- 11.2 Agency shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,

- 11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Agency; entry of a court order which enjoins, restrains or in any way prevents Agency from paying sums owed to creditors.

12. No waiver of any Event of Default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

13. This Agreement is made and entered into for the sole protection and benefit of CVAG and Agency and no third person shall have any right of action under this Agreement.

14. It is the intent of the Agency and CVAG that the Project be represented as being funded by Measure "A"/TUMF funds. All public notices, news releases, and documents shall indicate that the Project is being cooperatively developed by the Agency, RCTC, and CVAG using Measure "A"/TUMF funds. Prior to initiation of on-site construction, Agency agrees to provide at least one "Project Sign" to be placed in a safe and visible location near the site of construction so that all travelers passing the location have the opportunity to observe who the agencies are that are

providing funds for the construction of the Project.

15. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venturer with Agency as to the Project. The Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the Agency related to the Project or taken in the performance of this Agreement or any agreement entered into by Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless the Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this Agreement.
16. Agency agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by Agency on each contract. Agency will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.
17. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by Agency. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse Agency from full and timely performance in accordance with the terms of this Agreement.
18. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, Agency covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

19. Agency warrants that all aspects of the Project shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. Agency will execute and deliver to CVAG such further documents and do other acts and things as CVAG may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this Agreement.
20. This Agreement may not be assigned without the express written consent of CVAG first being obtained.
21. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
22. No officer or employee of CVAG shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by CVAG or for any amount with may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.
23. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding from TUMF and/or Measure "A" monies.
24. No officer or employee of CVAG shall have any personal interest, direct or indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.
25. Agency warrants that the funds received by CVAG pursuant to this Agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.
26. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; sent by certified or registered mail, return receipt requested, postage prepaid; or electronic mail to transportation@cvag.org to the following parties at the following addresses or numbers:

If to **City of La Quinta:**

Jon McMillen
City Manager
City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Telephone: (760) 391-4000

If to **CVAG:**

CVAG
74199 El Paseo, Suite 100
Palm Desert, CA 92260
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

27. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
28. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
29. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

30. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.

31. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.

32. Agency warrants that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

33. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

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

ATTEST:

CITY OF LA QUINTA

By: _____ By: _____
Jon McMillen, City Manager Linda Evans, Mayor

ATTEST:

CVAG

By: _____ By: _____
Tom Kirk, Executive Director Scott Matas, Chair

EXHIBIT "A"

SCOPE OF SERVICES

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE CITY OF LA QUINTA

PLANS, SPECIFICATIONS & ESTIMATES (PS&E), RIGHT-OF-WAY (ROW) AND CONSTRUCTION FOR THE AVENUE 50 BRIDGE FROM WASHINGTON STREET TO EAST OF THE EVACUATION CHANNEL

The Scope of Services for this Project includes design, right of way and construction of a new bridge on Avenue 50 Bridge from Washington Street to the East side of the Evacuation Channel.

The proposed scope of work for this Project includes design improvements for Avenue 50 to the ultimate condition, with two lanes in each direction, sidewalks, and bike lanes on each side. The intersection traffic signals will be constructed to be consistent with the Regional Traffic Signal Synchronization Master Plan and incorporate best practices consistent with the Regional ATP Design Guidelines.

EXHIBIT "B"

ESTIMATE OF COST

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE CITY OF LA QUINTA

PLANS, SPECIFICATIONS & ESTIMATES (PS&E), RIGHT-OF-WAY (ROW) AND CONSTRUCTION FOR THE AVENUE 50 BRIDGE FROM WASHINGTON STREET TO EAST OF THE EVACUATION CHANNEL

The total estimated cost for the project after accounting for federal high bridge program funds will be approximately \$5,133,000.

In accordance with CVAG policy, CVAG agrees to pay 75% of the qualified costs, in this case the estimated as not-to-exceed \$3,849,750. The Local Share shall be \$1,283,250 as 25% of the project cost, as well as one hundred percent (100%) of all costs not eligible for reimbursement by CVAG.

The City of La Quinta as Lead Agency agrees to invoice CVAG for 75% of the eligible project cost.

Summary

Phase	Project Cost after HBP Fund.	Local Share 25%	Regional Share 75%
PS&E	\$ 1,873,568.00	\$ 468,392.00	\$ 1,405,176.00
ROW	\$ 449,000.00	\$ 112,250.00	\$ 336,750.00
CON	\$ 2,810,432.00	\$ 702,608.00	\$ 2,107,824.00
TOTAL	\$ 5,133,000.00	\$ 1,283,250.00	\$ 3,849,750.00

PS&E= Plans, Specifications & Estimates; ROW= Right-of-Way; CON= Construction

ITEM 7E

Coachella Valley Association of Governments Transportation Committee September 11, 2023



STAFF REPORT

Subject: Designation of 2024 State Transportation Improvement Program (STIP) Funds

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

Recommendation:

- 1. Approve Riverside County Transportation Commission (RCTC) staff's recommendation to program \$6,632,729 of Coachella Valley's 2024 STIP funding toward CV Rail Tier 2 environmental phase; and**
- 2. Authorize the Executive Director to recommend to RCTC that it designate an estimated \$6,778,587 in available 2024 STIP funding to the Interstate 10/Monroe Street Interchange Project, contingent on an evaluation of the project's estimated construction cost increases, project schedule and local funding**

Background: The State Transportation Improvement Program (STIP) is a five-year program of projects administered by the California Transportation Commission (CTC). It is updated every two years outlining the commitment and programming of transportation funds for the State's multimodal transportation system, including: highways, rail, transit, local roads, and bike and pedestrian facilities. On August 16, 2023, the CTC adopted its final STIP Fund Estimate (FE) that estimates how much funding will be available for programming for the next five-year period, fiscal years 2024/25 through 2028/29.

The 2024 STIP FE identifies county share targets for each region in the state. Riverside County's target share will be distributed in accordance with the STIP intracounty distribution formula approved in 1998 through a MOU between CVAG, Riverside County Transportation Commission and Western Riverside County Council of Governments (WRCOG). STIP funds are allocated to Western County (79.91%), Coachella Valley (19.70%), and Palo Verde Valley (0.39%) based on the most recent fiscal year taxable sales by geographic area used for Measure A allocations.

The total amount of Riverside County 2024 STIP funding available for new project programming is \$57,925,465, distributed as follows:

Western County	79.91 percent	\$46,288,239
Coachella Valley	19.70 percent	\$11,411,316
Palo Verde Valley	0.39 percent	\$225,909

In addition to the \$11,411,316 of new funding identified in the 2024 STIP FE, \$2 million will be added to Coachella Valley's share to account for the de-programming of 2020 STIP funding from

the Interstate 10/Avenue 50 Interchange project. This de-programming occurred because the project did not meet the required time trigger placed on it by CVAG's Executive Committee on September 30, 2019. The additional funding will bring the total Coachella Valley amount of 2024 STIP funding available for programming to \$13,411,316.

With this action, CVAG staff is recommending a proposal by RCTC to fund additional work on CV Rail. Additionally, RCTC has requested that CVAG nominate a project or projects for the remaining funds and notify them for final concurrence and submittal to the CTC for programming. Once the nomination is made, Caltrans will prepare an Interregional Transportation Improvement Plan (ITIP) and submit it to the CTC by December 15, 2023. In order to meet this timeline, CVAG staff is recommending steps be taken to allocate the remaining funding to Interstate 10/Monroe Street Interchange Project, pending an evaluation of the project's estimated construction cost increases, project schedule and local funding.

CV Rail

In the 2022 STIP, RCTC programmed \$15,658,000 on the CV Rail Tier 2 environmental document. This represented the county's maximum share, rather than their target share. The ability to program up to a county's maximum share is not without risk, and is dependent on STIP programming of other counties. Some counties, particularly smaller ones that do not receive substantive STIP funding in a single STIP cycle, opt to save up their STIP shares over several STIP cycles for use on a big-ticket project. In other instances, sometimes a big project is not ready to move forward on time so STIP capacity gets freed up for the year the project was originally programmed in. Fortunately, the CTC approved Riverside County's maximum share, and the \$15.658 million CV Rail funding was included in the 2022 STIP.

When RCTC programmed the \$15,658,000 for the CV Rail project in 2022, there was no consideration or discussion on how this programming should be split between the Western County and the Coachella Valley. RCTC staff is now recommending that there should be a proportional cost share between Riverside County geographic areas. Based on this approach, 64 percent of CV Rail's track mileage is in the Coachella Valley. Therefore, the Coachella Valley's STIP formula share contribution to CV Rail should be \$10,021,120. Utilizing its taxable sales share of the \$15,658,000 2022 STIP amount programmed on CV Rail, the Coachella Valley would only be contributing \$3,388,391; combining this with the proposed \$6,632,729 of 2024 STIP Coachella Valley share would achieve the Coachella Valley's \$10,021,120 track mileage share STIP contribution to the CV Rail Tier 2 environmental phase.

Using the approach outlined above, RCTC staff is recommending that \$6,632,729 of 2024 STIP Coachella Valley share be programmed towards the CV Rail project. CVAG staff is supporting their recommendation.

Interstate 10/Monroe Street Interchange Project

Because of the complexity of the STIP program and steps to process these funds through the CTC, CVAG has historically designated STIP funding for the largest, often "federalized," transportation projects in the Coachella Valley and for projects that have cleared or will soon clear the environmental process. STIP funds routinely are allocated to large projects, such as highway interchanges, that are going to be under construction in the next five years.

On September 27, 2021, the Executive Committee designated Coachella Valley's entire 2022 STIP share of \$7.55 million towards the Interstate 10/Monroe Street Interchange project. This

interchange project was ranked number one by CVAG's 2016 Transportation Project Prioritization Study (TPPS) and was scheduled to be construction ready in early 2025.

At the December 5, 2022 meeting, the Executive Committee took additional steps to fund construction of the Interstate 10/Monroe Street Interchange Project when they allocated \$30,847,500 in regional transportation funding and authorized the Executive Director to work with RCTC to allocate \$26.232 million in federal Surface Transportation Block Grant (STBG) funds and \$14 million in state Local Partnership Program (LPP) formula funds. To secure these funds, the project must be ready for construction in 2025 as planned.

Recently, while considering the Coachella Valley's 2024 STIP project nomination, CVAG staff reached out to the City of Indio to confirm that the Interstate 10/Monroe Street Interchange Project is on schedule and on budget. CVAG was subsequently notified that the project has experienced significant cost increases between the 65% plans estimate provided in December 2022 and the 95% plans estimate developed by the project's engineer in May 2023. The total construction cost has increased from \$65 million to \$86 million, which is a 33% increase. The additional costs include additional costs related to construction, right of way acquisition and construction management. This funding gap could potentially put at risk the matching federal and state funding allocated toward the project.

A breakdown of the cost estimates are summarized here:

	65% Estimate	95% Estimate
Project Study Report (PSR)	\$1,500,000	\$1,500,000
Project Approval/ Environmental Documentation (PAED)	\$1,800,000	\$1,800,000
Plans Specifications & Estimates (PSE)	\$5,800,000	\$5,800,000
Right of way	\$6,700,000	\$7,900,000
Construction	\$65,000,000	\$86,000,000
Construction Management	\$8,200,000	\$14,340,000
Total	\$89,000,000	\$117,340,000

CVAG staff is currently working with the City of Indio, County of Riverside and their project team to evaluate the project's estimated construction cost increases, project schedule and funding to determine whether CVAG should recommend to RCTC that it designate an estimated \$6,778,587 in available 2024 STIP funding to the Interstate 10/Monroe Street Interchange Project. The work to analyze these costs is underway, but a final determination was not available by the time this staff report was issued to the Transportation Committee. Should CVAG staff confirm the figures and concur with the analysis, the recommended action would provide the Executive Director to submit the project to RCTC in accordance with the timeline to the CTC.

Fiscal Analysis: The total Coachella Valley amount of 2024 STIP funding available for programming is \$13,411,316. CVAG staff is supporting RCTC's recommendation that \$6,632,729 be used to fund the CV Rail Tier 2 environmental document.

The Executive Director would also be authorized to recommend the remaining balance of \$6,778,587 be available to program on the Interstate 10/Monroe Street Interchange Project. This

authorization would be contingent on a CVAG staff analysis of the higher cost estimate recently provided by the City of Indio.

Investing STIP funding will have a positive impact on CVAG's regional funds as it preserves regional transportation funding that can be used for other transportation projects in the Coachella Valley.

ITEM 7F

Coachella Valley Association of Governments Transportation Committee September 11, 2023



STAFF REPORT

Subject: Contract Amendment for CV Sync – Phase II Construction Support Services

Contact: Eric V. Cowle, Transportation Engineer (ecowle@cvag.org)

Recommendation: Authorize the Executive Director to execute Amendment No. 5 with Advantec Consulting Engineers, Inc. for an additional amount not-to-exceed \$1,500,000 for construction support services for the CV Sync – Phase II project

Background: Phase I of CV Sync accomplished traffic signal synchronization along Highway 111, Ramon Avenue and Wahington Street as well as establishing a Regional Traffic Management Center and jurisdictional Traffic Operation Centers. Phase II of CV Sync, for which construction was authorized in December 2022, will improve travel along an additional 21 regional arterials.

Engineering design of Phase II began in April 2018 when the Executive Committee awarded the design contract to Advantec Consulting Engineers, Inc. (Advantec), which also had been selected for the design of Phase I. When Advantec submitted their engineering proposal for Phase II, it was focused on engineering design only. At the time, the Phase I construction experience was still ongoing and it was unclear precisely how Phase II design would develop – leading Advantec to purposely omit the construction support phase from their proposal. The Phase II design was completed in 2022.

Advantec's Phase II contract has been amended four times. The most recent one was authorized in February 2023, when the Executive Committee approved \$1,000,000 in construction support services. This authorization came just two months after a construction contract for Phase II was awarded and as work was starting across the Coachella Valley. At the time, Advantec estimated that the total construction support costs could exceed \$4 million. While CVAG staff and CVAG's construction manager TKE Engineering, felt the estimate to be realistic, staff recommended an initial approval of \$1 million be authorized until the team had a better understanding of the Phase II project complexities, and the managerial controls were in place to authorize and track Advantec's construction support efforts. When staff made this recommendation, it was noted that it would be very likely that additional amendments would be needed before construction is complete. This was particularly the case as support activities included Traffic Control Plans and plan revisions necessary to reflect changes in field conditions inherent in a project spanning multiple jurisdictions.

Working with CV Sync's contractor, Crosstown Electrical and Data, Inc, the construction manager TKE, and CVAG staff, detailed tracking mechanisms have been established to follow the numerous construction support requests made to Advantec. Advantec includes a detailed spreadsheet tracking the work effort with every invoice. The CV Sync construction support tasks

include construction support; preparation of traffic control plans; supporting system operations and maintenance services; coordinating with member jurisdictions, including on broadband conduit analysis; assisting with grant applications; as well as tasks related to CV Sync operations, signal timing and additional synchronization plans.

Based on construction activity underway in Phase II, Advantec will exhaust the initial \$1 million addendum this fall. The contractor has been particularly efficient in sequencing their traffic control plan requests, with more than 40 plan requests generated at the beginning of the project construction rather than distributed throughout the length of the project as originally anticipated. In addition, numerous plan revisions have been requested to reflect current and updated field conditions or specifications as directed by Transportation Systems Management and Operations Committee (TSMO).

CVAG staff is now recommending the authorization of an additional \$1.5 million in construction support services for Advantec. By working under a time-and-materials task-oriented contract, Advantec is not putting themselves at risk for an uncertain work effort, and CVAG can be sure that the work charged is commensurate with the work requested. Staff recommends the Executive Director be authorized to execute the amendment. With this recommended action, the Executive Director and/or legal counsel would also be authorized to make clarifying changes prior to execution.

Fiscal Analysis: The recommended Amendment No. 5 for Advantec's Phase II contract is for an additional \$1.5 million, bringing the total not-to-exceed total to \$8,667,784.

Staff conducted an analysis of the previous contract amendment before recommending the additional funding. As of July 14, 2023, Advantec has processed invoices totaling \$532,993.79. Advantec billing through November 2023 is anticipated to utilize the remaining funds that were authorized in February 2023.

Transportation funds are available to cover the amount of \$1.5 million for CV Sync Phase II construction support services including traffic control and other services as needed. Advantec will continue to submit invoices monthly indicating time and materials expended for specific requested tasks. CVAG will review the monthly invoices and monitor the need for additional resources as the project proceeds through the construction phase.

Attachment: Amendment No. 5 with summary of scope of work

**AMENDMENT NUMBER FIVE
to the
Advantec Consulting Engineers
ENGINEERING SERVICES CONTRACT
for the
CVAG REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM, PHASE II**

This **AMENDMENT NUMBER FIVE** is made and entered into this 25th day of September 2023, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **ADVANTEC CONSULTING ENGINEERS (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated April 30, 2018, for the Regional Traffic Signal Synchronization Program, Phase II.

1. This Amendment Number Five authorizes CVAG funds in the amount not to exceed **\$1,500,000** for Advantec construction support services and other services as needed on a time and materials basis. Scope and rate sheet attached
2. This Amendment Number Five REVISES Article V, Section E to read “The total amount payable by Local Agency shall not exceed **\$8,667,784**”

Original Contract	April 30, 2018	\$4,580,612.00
Amendment Number One	February 22, 2021	\$ 489,640.00
Amendment Number Two	September 27, 2021	\$1,097,532.00
Amendment Number Three	November 7, 2022	No Cost
Amendment Number Four	February 27, 2023	\$1,000,000.00
Amendment Number Five	September 25, 2023	<u>\$1,500,000.00</u>
Total Contract not-to-exceed		\$8,667,784.00

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

Advantec Consulting Engineers

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Carlos Ortiz, COO

Date: _____

Date: _____

SCOPE AND RATES – Amendment Number 5

CONSTRUCTION SUPPORT TASKS

- Task 1 Construction Support, Coordination, and Meetings Attendance
- Task 2 Preparation of Traffic Control Plans
- Task 3 System Operations and Maintenance Support Services
- Task 4 Grant application support
- Task 5 Broadband Conduit analysis/coordination with Indio and Palm Springs
- Task 6 Coordination with all agencies in the Coachella Valley, projects impacting CV Sync
- Task 7 Prepare Record Drawings for the CV Sync improvements
- Task 8 On-going and additional signal timing and signal synchronization plans
- Task 9 Support in the preparation of CV Sync Operation and Maintenance Manuals
- Task 10 Support in updating CVAG's ITS Master Plan
- Task 11 Support with TSMO meetings
- Task 12 Project Closeout Support Services

ADVANTEC HOURLY RATE SHEET

Approved Caltrans Form 10-H amounts

Direct Labor

Carlos Ortiz	\$159.73
Jose Guedes	\$79.33
Bryan Elenes	\$55.29
John Cox	\$63.46
JoseAntonio Hernandez	\$43.75

Anticipated Salary Increases 5%

Fringe Benefits 49.66%

Overhead Rate 113.47%

Fee (profit) 10%

Direct costs – mileage and prints

ITEM 7G

**Coachella Valley Association of Governments
Transportation Committee
September 11, 2023**



STAFF REPORT

Subject: Election of Transportation Committee Officers

Contact: Tom Kirk, Executive Director (tkirk@cvag.org)

Recommendation: Elect a Transportation Committee Chair and Vice Chair for Fiscal Year 2023/2024

Background: Each fiscal year, the Transportation Committee considers the election of a Chair and Vice Chair. The history of the Transportation Committee's Chairmanship is attached for member information. The current Chair is Coachella Mayor Steven Hernandez and the Vice Chair is Indian Wells Councilmember Dana Reed.

Staff recommends that the Transportation Committee provide nominations and elect its officers for the fiscal year.

Fiscal Analysis: There is no additional cost to the budget as Transportation Committee officers receive the same per diem as other committee members.

Attachment: History of Chair and Vice Chair

TRANSPORTATION COMMITTEE CHAIR AND VICE CHAIR



	<u>Chair</u>	<u>Vice Chair</u>	
2022/2023	Steven Hernandez	Dana Reed	
2021/2022	Steven Hernandez	Dana Reed	
2020/2021	Scott Matas	Steven Hernandez	
2019/2020	Robert Radi	Scott Matas	
2018/2019	Robert Radi	Lisa Middleton	04/2019 – 07/2019
2018/2019	Robert Radi	Steve Brown	
2017/2018	Michael Wilson	Robert Radi	
2015/2016	Doug Hanson	Ginny Foat	
2014/2015	Ted Weill	Ginny Foat	10/2014 – 08/2015
2014/2015	Ted Weill	Douglas Hanson	07/2014 – 10/2014
2013/2014	Jan Harnik	Ted Weill	
2012/2013	Greg Pettis	William Kroonen/Jan Harnik	
2011/2012	Terry Henderson	Greg Pettis	
2010/2011	Terry Henderson	Greg Pettis	01/2011 – 06/2011
2010/2011	Terry Henderson	Patrick Mullany	10/2010 – 12/2010
2010/2011	Ron Meepos	Terry Henderson	08/2010 – 10/2010
2010/2011	Ron Meepos	Dick Kelly	06/2010 – 08/2010
2009/2010	Scott Matas	Ron Meepos	
2008/2009	Tom Kirk	Scott Matas	
2007/2008	Mike Wilson	Tom Kirk	
2006/2007	Greg Pettis	Mike Wilson/Mary Roche	
2005/2006	Juan De Lara	Greg Pettis	
2004/2005	Percy Byrd	Juan De Lara	
2003/2004	Mike Wilson	Alan Seman	

2002/2003	Percy Byrd	Mike Wilson
2001/2002	Percy Byrd	Mike Wilson
2000/2001	Will Kleindienst	Percy Byrd
1999/2000	Will Kleindienst	Percy Byrd
1999/2000	Will Kleindienst	Christine Murphy
1998/1999	Christine Murphy	Will Kleindienst
1997/1998	Dick Kelly	Christine Murphy
1996/1997	Dick Kelly	Walter McIntyre

ITEM 8a

Coachella Valley Association of Governments Transportation Committee September 11, 2023



STAFF REPORT

Subject: Status of I-10 Interchange Projects

Contact: Gustavo Gomez, Transportation Management Analyst (ggomez@cvag.org)

Recommendation: Information

Background: Attached is the status for Interstate 10 interchange projects as of August 2023:

Completed

- | | |
|---|--|
| 1) Indian Canyon @ I-10 (Mar '12) | 4) Monterey Avenue Ramp @ I-10 (Apr '15) |
| 2) Gene Autry/Palm Drive @ I-10 (Mar '12) | 5) Bob Hope/Ramon @ I-10 (Sep '11) |
| 3) Date Palm Drive @ I-10 (May '14) | 6) Jefferson Street @ I-10 (Nov '17) |

Monroe @ I-10

Final environmental document approved by Caltrans & PS&E phase is ongoing. The 95% plans are being reviewed. Additional funding sources have been secured to fully fund construction.

Jackson @ I-10

Environmental document was approved in September 2021. CVAG approved funding for PS&E. PS&E phase started in May 2022 and work is ongoing.

Avenue 50 @ I-10

PS&E contract underway.

Avenue 50 @ SR 86

Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020.

Dillon Road @ I-10 @ SR 86

PA&ED underway. Caltrans Approved Preliminary Environmental Study (PES) on July 13, 2020.

Golf Center Parkway @ I-10

PSR on hold.

Da Vall Drive @ I-10

PSR/PDS is complete and approved by Caltrans. Caltrans submitted an agreement to proceed with PA&ED phase for evaluation.

Portola @ I-10

County completed PS&E and obtained Caltrans approval to shelve the project in April 2022. Per CVAG approval in June 2022, project has been suspended.

Fiscal Analysis: Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources. There is no additional fiscal impact.

ITEM 8b

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Arterial Program - Project Status Report
9/6/2023



Project Description	Lead	CVAG Funded						Status
	Agency	PEng	ENV	PS&E	ROW	CON	Through	
Interchanges								
Avenue 50 @ 86S	COA						PS&E	CVAG approved funding for PS&E & ROW.
Avenue 50 @ I-10	COA						PS&E	PS&E contract underway.
Jackson Street @ I-10	COR						PS&E	Final Env Doc approved by Caltrans. CVAG approved PS&E funds. PS&E phase ongoing.
Monroe Street @ I-10	COR						Construction	Final Env Doc approved by Caltrans. 95% PSE submittal being reviewed.

Arterial Links								
Avenue 48 (Van Buren St to Dillon Rd)	COA						ROW	Final design and ROW underway. CVAG approved Construction funds.
Avenue 50 (Calhoun St to Harrison St)	COA						Construction	PS&E under way.
Avenue 50 (Jefferson St to Jackson St)	Indio						Environmental	Under design and environmental phase.
Date Palm Drive (I-10 to Varner Rd)	CC						PS&E	Phase II is completed. The final design for Phase III in underway.
Jackson Street Widening (Ave 49 to Ave 52)	Indio						PS&E	Environmental filed on October 2021. PS&E & ROW underway.
Jefferson Street (Ave 38 to Sun City Blvd)	Indio						Environmental	Under design and environmental phase.
Madison Street (Highway 111 to Ave 48)	Indio						Construction	Under construction.

Bridges								
Airport Boulevard Bridge	COR						Design	CVAG approved design & construction funding.
Avenue 44 Bridge over WWR	Indio						Construction	Enviro cleared. ROW cleared. Plans are at 99%. Pending funding from Caltrans.
Avenue 50 Bridge over WWR	COA						PS&E	95% PS&E underway.
Avenue 66 Grade Separation over UPRR	COR						Construction	Finalizing landscaping and awaiting final acceptance for maintenance by Caltrans.
Cathedral Canyon Drive Bridge	CC						Construction	Construction complete. Completing close out documentation by Caltrans.
Dune Palms Road Bridge over WWR	LQ						Construction	Project under construction. City constructing project by advancing Highway Bridge Project (HBP) funding.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						PS&E	In final design. Plans submitted for review.
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Construction	Project in construction.
Ramon Road Bridge	PS						Construction	ROW pending CVWD final agreement almost complete.
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						PS&E	Plans complete. Requesting funding from Caltrans for construction.
Vista Chino Bridge over WWR	PS						PEng	Project is in PEng phase. Extensive negotiations with SCE for utility relocation.

Interchange Preparation Fund Projects								
Da Vall Drive @ I-10	CC						PSR	PSR-PDS approved by Caltrans.
Dillon Road @ I-10, SR86, WWR	COA						PSR	PA&ED underway.
Golf Center Parkway @ I-10	Indio						PSR	PSR on hold.
Portola Avenue @ I-10	COR						PS&E	PS&E completed. Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.

Regional Projects								
Broadband Strategic Plan	CVAG							LATA grant awarded. Advertised RFP in June and contract being recommended for approval this month.
CV Sync - Phase 1	CVAG						Construction	Executive Committee authorized CVAG to file the Notice of Completion.
CV Sync - Phase 2	CVAG						Construction	Construction underway. Contractor ordering supplies, transitioning to Phase II.
Flooding and Blowsand - Phase 1	CVAG						PEng/ENV	Survey & traffic study completed. Design, Engineering and Environmental on going. Preliminary Design 30%.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert; PS-Palm Springs; CC-Cathedral City; COA-Coachella LQ-La Quinta;

Other Acronyms: PAED = Project Approval and Environmental Design; PE = Preliminary Engineering; PSR = Project Study Report; RR = Railroad; UPRR = Union Pacific Railroad; WWR = Whitewater River; SCE = Southern California Edison; HBP = Highway Bridge Program; CVWD = Coachella Valley Water District

LATA = Local Agency Technical Assistance; RFP = Request for Proposal

CVAG Funded Phase Legend	
PEng	Preliminary Engineering
ENV	Environmental
PS&E	Plans Specifications & Estimates
ROW	Right-of-way
CON	Construction

ITEM 8c**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

Bicycle & Pedestrian Safety Program - Project Status Report

9/6/2023



Bike & Pedestrian Safety Projects Project Description	Lead Agency	CVAG Funded			Status
		Design	CON	Through	
Avenue 48 Bicycle Lanes	Indio			Construction	Project completed.
Calhoun Street Improvements	Indio			Construction	Project completed.
Date Palm Sidewalk Gaps	CC			Construction	Project completed.
Dinah Shore Mid-Block Crossing	CC			Construction	Project completed.
Indian Canyon Intersection Pedestrian Enhancements	PS			Construction	Project completed.
Palm Canyon Crosswalks	PS			Construction	Project completed.
Palm Canyon Intersection Pedestrian Enhancements	PS			Construction	Construction ongoing. Expected completion date October 2023.
Palm Drive Signals and Lighting	DHS			Construction	Project completed.
S. Palm Canyon, E. Palm Canyon Improvements	PS			Construction	Project completed.
Vista Chino Signals	PS			Construction	Project completed.

Project Description	Lead Agency	Grant Funded			Status
		Design	App	CON	
CV Link	CVAG				Construction ongoing in multiple cities. Additional groundbreakings forthcoming.
ATP - Arts & Music Line	CVAG				Design & NEPA underway. 60% plans are expected in September.
ATP - Cathedral City Downtown Connectors	CC				Design complete. Initiating bid process.
ATP - DHS CV Link Extension	DHS				Under design.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella; LQ-La Quinta; DHS-Desert Hot Springs

ATP-Active Transportation Program; ROW-Right of Way, NEPA- National Environmental Policy Act, MPO-Metropolitan Planning Organization

ITEM 8d**FY 2022/2023 TRANSPORTATION COMMITTEE ATTENDANCE ROSTER**

CVAG JURISDICTION	JUL	AUG	SEPT (Aug 29)	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Blythe	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Cathedral City	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Coachella	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Desert Hot Springs	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Indian Wells	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Indio	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
La Quinta	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Palm Desert	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Palm Springs	-	-	✓	-	✓	-	-	✓	-		-	✓
Rancho Mirage	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Riverside County	-	-	✓	-	✓	-	-	✓	-	✓	-	✓
Agua Caliente Band of Cahuilla Indians	-	-	✓	-	✓	-	-		-		-	
Torres Martinez Desert Cahuilla Indians	**	**	**	**	**	**	**		-		-	✓

Absent	
No Meeting	-
Holiday	H
Vacancy	**
In Attendance	✓

ITEM 8e

Coachella Valley Association of Governments Transportation Committee September 11, 2023



STAFF REPORT

Subject: Funding from REAP 2.0 County Transportation Commission Partnership Program

Contact: Peter Satin, Conservation Program Manager (psatin@cvag.org)

Recommendation: Information

Background: In February 2023, CVAG staff provided to the Transportation Committee information on the Regional Early Action Planning Grants of 2021 (REAP 2.0), a State of California-funded program to accelerate meeting the State's housing and climate goals. REAP 2.0 is being administered regionally by the Southern California Association of Governments (SCAG), which has set aside \$80 million for use in its County Transportation Commission (CTC) Partnership Program. The CTC Partnership Program is designed to facilitate the development of transit and other multimodal services to reduce vehicle miles travelled (VMT) and promote infill development. Funds are being made available to CTCs based on a competitive application process and will be disbursed locally to the Riverside County Transportation Commission (RCTC).

RCTC staff invited CVAG staff to put forward potential projects for funding through the program and solicited the services of KOA Consulting to assist in the application process. CVAG staff submitted four projects for consideration: the creation of a multimodal corridor plan, a regional VMT study, an update to the Active Transportation Plan, and design work for community connectors to CV Link. The combined cost of CVAG's request was \$8.168 million, or approximately 53% of RCTC's total ask.

SCAG announced funding recipients in June 2023, with RCTC receiving \$11,088,635 for five projects countywide. CVAG's proposed regional VMT study received full funding for \$2,005,000, and the proposed community connectors project received partial funding for \$1,700,000 to initiate the community scoping and conceptual mapping phase of the project. Given the partial funding, there is no expectation from SCAG or RCTC staffs that CVAG would independently fund the remaining phases of the community connectors project. The available funding will allow for a conceptual plan that will inform any subsequent design and engineering phases. Additional RCTC projects funded include a core capacity innovative transit study for RCTC, a rail station feasibility study for the City of Coachella, and an extension of Riverside Transit Agency's microtransit pilot program. A full list of all funding recipients is available online at https://scag.ca.gov/sites/main/files/file-attachments/23-3111-reap-2.0-ctc-partnership-program-awards-pr-general_0.pdf?1688675654

CVAG staff are currently coordinating with staff from RCTC and SCAG on a Memorandum of Understanding (MOU) to accept the funding, which is expected to be ready for approval and execution later this year. Pending execution of the MOU, CVAG staff will prepare Requests for

Proposals for each project, and anticipate bringing contracts forward for approval by February 2024. Projects must be completed by December 31, 2025.

Fiscal Analysis: CVAG will receive \$3,705,000 in REAP 2.0 funding for two projects.

Funds will be available on a reimbursement basis through Fiscal Year 2025-2026. CVAG's regional VMT study received full funding for \$2,005,000. Of the awarded amount, \$5,000 has been allocated from the VMT study to RCTC for project administration costs. The remainder will be available to CVAG for consultant costs as well as project management and administration.

CVAG also received \$1.7 million for a proposed CV Link community connectors project. The funding will allow CVAG to initiate the community scoping and conceptual mapping phase of the project.

Attachments:

RCTC funded projects under REAP 2.0

Attachment 1
CTC Partnership Program Award and Contingency List for RCTC

Project	Priority	Requested Budget	Award	Awarded Budget	Contingency (If Applicable)
RCTC Core Capacity Innovative Transit Study	1	\$ 3,000,000	Full	\$ 3,000,000	NA
Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network	2	\$ 2,005,000	Full	\$ 2,005,000	NA
Riverside Transit Agency GoMicro Microtransit Pilot Program Extension	3	\$ 2,378,635	Full	\$ 2,378,635	NA
Vehicle Miles Traveled Study	5	\$ 2,005,000	Full	\$ 2,005,000	NA
CV Link Community Connectors Analysis	6	\$ 3,905,000	Partial	\$ 1,700,000	\$2,205,000
Revised Active Transportation Plan for Coachella Valley	7	\$754,000	Unfunded	\$ -	\$754,000
Coachella Valley Multimodal Corridor Plan	4	\$1,504,000	Unfunded	\$ -	\$0

ITEM 8f

**Coachella Valley Association of Governments
Transportation Committee
September 11, 2023**



STAFF REPORT

Subject: Update on securing funding for Indian Canyon Drive

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

Recommendation: Information

Background: On June 5, 2023, the Executive Committee, at the recommendation of the Transportation Committee, endorsed the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) effort along Indian Canyon Drive and other low-water crossings. At the same time, the Executive Director was authorized to commit regional transportation funding to maximize the competitiveness for the 2023 Local Transportation Climate Adaptation Program (LTCAP), with the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions.

In July 2023, CVAG submitted an LTCAP application to seek \$50 million for resiliency improvements on Indian Canyon Drive in the City of Palm Springs. To help optimize funding competitiveness, the application centered on the recommendations for Indian Canyon Drive that were identified in CVAG's 2019 Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley. The ACCESS project proposed two prefabricated all-weather bridge systems that incorporate arched wildlife crossings. The proposal includes a two-mile active transportation pathway, connecting Desert Hot Springs to CV Link, and a two-mile solar shade structure that will help generate approximately three megawatts of solar energy. Additionally, the ACCESS Indian Canyon proposal includes two miles of sand fencing will be installed which will mitigate blowsand on the roadway and help keep the tracks clear at the Palm Springs Amtrak Station.

CVAG's ACCESS Indian Canyon Drive proposal received widespread support from CVAG's member jurisdictions, nonprofit organizations, Desert Regional Medical Center and other agencies. The total estimated cost of the project is \$74.9 million. For the ACCESS Indian Canyon Drive project, it is anticipated that environmental documents will be completed by June 2024 and the project will be construction-ready by August 2025. The work is being done through a contract the Executive Committee approved in September 26, 2022, when it hired Michael Baker International to provide design, engineering, and environmental services for the Western Coachella Valley Flooding and Blowsand Projects. An amendment to that contract is being presented as a separate agenda item in the Committee's agenda packet.

The LTCAP is a new state program that aims to improve the resiliency of transportation infrastructure at-risk of weather events, natural disasters or climate change. In 2021, President Biden signed the Infrastructure Investment and Jobs Act of 2021 (IIJA) (Public Law 117-58) which created the PROTECT program. The IIJA is also known as the Bipartisan Infrastructure Law (BIL). The law provides \$1.2 trillion for transportation and infrastructure spending, of which \$550 billion is allocated for new investment programs. One of the new investment programs created and funded by the BIL

is the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program, which was established to help make surface transportation more resilient to climate change, including flooding, extreme weather events and other natural disasters. The PROTECT program was allocated \$8.7 billion. Specifically, the program provides federal funding to transportation projects to help communities address vulnerabilities due to weather, natural disasters, and climate change. The PROTECT program funds are distributed through the PROTECT Discretionary Grants Program (\$1.4B) and the PROTECT Formula Program (\$7.3B). Over the five-year program period, California will receive \$631,410,543 in PROTECT formula funds.

Per State Senate Bill 198, the California Transportation Commission will oversee the state's PROTECT funds, which are being administered via the LTCAP. The LTCAP Program received \$148 million from the General Fund in Fiscal Year 2021-22. In addition to State funds, the LTCAP Program is slated to receive approximately \$49.5 million per year for three years from the Federal PROTECT Formula Program. For the initial programming cycle, the LTCAP will provide a total funding amount of \$296.5 million. As part of the LTCAP, a five percent set-aside of total funding was established for federal recognized Tribal Nations.

The call for projects opened on May 18, 2023, and the deadline for the LTCAP was July 31, 2023. CTC staff will release their recommendations on November 3, and the awarded projects will be adopted by the CTC at their meeting on December 7, 2023. For this first cycle, the LTCAP received 22 proposals requesting a total of \$414.7 million in funds. CVAG was one of four agencies requesting the maximum amount of \$50 million and was one of three applications from Riverside County.

The ACCESS Indian Canyon project is part of a broader regional effort to address roads in the western Coachella Valley that are frequently impacted by flood and blowsand. These events often lead to prolonged road closures, which cause a major inconvenience to residents and visitors and jeopardize the safety of travelers. As recently witnessed with Tropical Storm Hilary, flood events can cause considerable damage to roadways and paralyze the region's transportation network. The storm washed away major arterial roads, rendering many roads in the western part of the valley to be non-functional. As a result, Indian Canyon is expected to be closed for months. These weather events, which are linked to climate change, are projected to worsen over time.

Fiscal Analysis: The total cost of the CVAG's ACCESS Indian Canyon Drive is \$74.9 million. CVAG's requested the maximum amount of funds, \$50 million. To help make projects impacted by flood and blowsand shovel-ready, the Executive Committee previously approved an agreement with Michael Baker International in the amount of \$4.5 million, to provide design, engineering and environmental work for impacted western Coachella Valley roads.

If LTCAP grant funding is awarded, CVAG's share of construction costs will be \$20.4 million. The commitment of regional transportation funding was authorized in June 2023 on the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions.

Attachment: Joint letter to Gov. Newsom highlighting the ACCESS project, August 23, 2023



August 23, 2023

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

RE: Urgent need for funding following Tropical Storm Hilary

Dear Gov. Newsom:

Thank you for your recent visit to the City of Palm Springs as we braced for Tropical Storm Hilary. When we met with you on Sunday, we expressed our concerns that the desert would be immobilized by devastating flood waters and high winds. The storm's destruction will no doubt impact our community for the weeks and months to come.

Your decision to mobilize state resources was hugely beneficial. But additional funding is critical if we are going to not only rebuild our communities' infrastructure and also ensure we are better positioned for future storms.

One of the hardest hit roadways was Indian Canyon Drive, a critical connection point for the Cities of Palm Springs and Desert Hot Springs and the quickest route from Interstate 10 to reach the Coachella Valley's only Level 1 trauma center. As you will see from the photos and news coverage on www.cvag.org/flooding, large chunks of Indian Canyon are washed away and the remaining roadway has sustained considerable damage. Our most optimistic estimates say the road will be closed for weeks, but it may take longer. This closure is already paralyzing the region's transportation network and preventing our residents from accessing work, school and other essential services. Alternative routes are turning into parking lots as frustrated residents try to make it to their destinations.



Climate data trends for the Palm Springs area indicate that unpredictable weather events such as extended droughts and major flood events are becoming even more frequent with climate change. Our cities have been working closely with the Coachella Valley Association of Governments (CVAG) to address roadways like Indian Canyon Drive, which has long been a top priority project for the entire Coachella Valley. Last month, CVAG submitted an application to the California Transportation Commission's (CTC) Local Transportation Climate Adaptation Program for what we are calling the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) – Indian Canyon Drive Project. The ACCESS project includes improvements that increase our climate resiliency, enhance mobility, preserve the environment, and improve public health and safety for residents and

visitors. Specifically, the project includes two bridges to elevate at-grade crossings along the Whitewater River. It also includes a solar-shaded active transportation pathway that connects Desert Hot Springs to CV Link, a 40-mile bike, pedestrian, and low-speed electric vehicle pathway. The project also includes wildlife undercrossings that protects the ecosystem for threatened and endangered species, which aligns with the Coachella Valley Multiple Species Habitat Conservation Plan. We are seeking \$50 million for this \$74 million project, with CVAG and our local agencies covering the remaining costs.

The solution for Indian Canyon stemmed from a Flood and Blowsand Risk Assessment and Improvement Plan that CVAG wrapped in 2019. The study identified solutions to increase the resilience of impacted local roads and find more cost-effective alternatives to keep roads like Indian Canyon open. Thoughtful placement of pre-fabricated bridges and culverts have replaced previous plans of a \$250 million bridge that extends across the entirety of the Whitewater River.

Tropical Storm Hilary is unfortunately just the latest climate related event to wreak havoc on our community and local roads. In 2019, the Coachella Valley experienced the Valentine's Day deluge that also flooded Indian Canyon Drive Gene Autry and Vista Chino – the same roads that are now damaged and closed as a result of Tropical Storm Hilary. Even before this storm, in 2023 alone, Indian Canyon Drive has been closed for 38 days due to flood and blowsand events. It becomes nearly impossible to get in and out of our cities after these events. Emergency response times are compromised due to the impassable roads, putting lives at risk during critical situations. The repair of these roads is not just a matter of convenience but a necessity for the safety, economic stability and overall wellbeing of our residents.

As we have after previous storms, our communities are now banding together to clear our roads and repair the damage. But as the Coachella Valley continues to feel the impacts of climate change, we need the State's continued partnership in order to take a more proactive approach – and to secure funding for long-term solutions that will keep roads such as Indian Canyon open during future weather events. Should you have any questions or need additional information, please contact Tom Kirk, CVAG Executive Director, at 760-346-1127 or at tkirk@cvag.org.

Sincerely,



Grace Garner
Mayor, City of Palm Springs



Lisa Middleton
Councilmember, City of Palm Springs



Scott Matas
Mayor, City of Desert Hot Springs
Chair, Coachella Valley Association of Governments

CC:

Eleni Kounalakis, Lt. Governor, State of California
Assemblymember Greg Wallis, Assembly District 47
Assemblymember Eduardo Garcia, Assembly District 36
Senator Kelly Seyarto, Senate District 32
Lee Ann Eager, Chair, California Transportation Commission
Carl Guardino, Vice Chair, California Transportation Commission
Jay Bradshaw, Commissioner, California Transportation Commission
Joseph Cruz, Commissioner, California Transportation Commission
Clarissa Reyes Falcon, Commissioner, California Transportation Commission
Darnell Grisby, Commissioner, California Transportation Commission
Adonia Lugo, PhD, Commissioner, California Transportation Commission
Joseph K. Lyou, Ph.D. Commissioner, California Transportation Commission
Michele Martinez, Commissioner, California Transportation Commission
Hilary Norton, Commissioner, California Transportation Commission
Joseph Tavaglione, Commissioner, California Transportation Commission
Toks Omishakin, Secretary, California State Transportation Agency
Tanisha Taylor, Executive Director, California Transportation Commission
Laurie Waters, Associate Deputy Director, California Transportation Commission
Rebecca Light, Assistant Deputy Director, California Transportation Commission
Tony Tavares, Director, Caltrans
Catalino A. Pining III, District 8 Director, Caltrans
Anne Mayer, Executive Director, Riverside County Transportation Commission
Rita Lamb, Mayor, City of Cathedral City
Mark Carnavale, Mayor Pro Tem, City of Cathedral City
Nancy Ross, Councilmember, City of Cathedral City
Ernesto Gutierrez, Councilmember, City of Cathedral City
Raymond Gregory, Councilmember, City of Cathedral City
Charlie McClendon, City Manager, City of Cathedral City
Roger Nunez, Mayor Pro Tem, City of Desert Hot Springs
Russell Betts, Councilmember, City of Desert Hot Springs
Gary Gardner, Councilmember, City of Desert Hot Springs
Jan Pye, Councilmember, City of Desert Hot Springs
Doria Wilms, Interim City Manager, City of Desert Hot Springs
Jeffrey Bernstein, Mayor Pro Tem, City of Palm Springs
Ron deHarte, Councilmember, City of Palm Springs
Christy Holstege, Councilmember, City of Palm Springs
Scott Stiles, City Manager, City of Palm Springs

ITEM 8g

Coachella Valley Association of Governments Transportation Committee September 11, 2023



STAFF REPORT

Subject: Active Transportation Program Cycle 7 Update

Contact: Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvaq.org)

Recommendation: Information

Background: The state's Active Transportation Program (ATP) provides funding to increase active modes of transportation, such as biking and walking. This funding has been key to helping fund projects such as CV Link. Most recently, in Cycle 6, CVAG secured its largest ever ATP award: \$36.4 million for the Arts and Music Line Project, which will provide improvements all along Avenue 48 across the Cities of La Quinta, Indio and Coachella and provide two connections to CV Link. However, the state's ATP is an oversubscribed and highly competitive state program, making every point count when competing for funds. To help optimize funding opportunities for the Coachella Valley from the program, coordinating and collaborating on projects and ensuring a robust community engagement and outreach strategy is critical to maximizing points and helping to secure ATP dollars for the region.

On August 16, 2023, the California Transportation Commission, which oversees the ATP, held its first Cycle 7 workshop to review the program's guidelines, receive input and discuss potential changes to the program. Staff indicated that they do not anticipate any major changes to the guidelines or scoring of the application. They are implementing a new online application system, which is intended to make the application process easier and more user-friendly. The use of this new platform will also streamline the evaluation process and make it easier for the CTC staff to implement and monitor the evaluation process. The CTC will continue to hold workshops through October to discuss the program's guidelines.

The ATP applications are scored on a 100-point scale and the evaluation and scoring are competitive. For Cycle 6, the point threshold for awarded applications was 89 points for the Statewide Component. In Cycle 5, due to less available funding, the threshold for awarded projects was 92 points and above. Because Cycle 6 benefitted from a \$1.05 billion funding augmentation, more projects were able to get awarded. For Cycle 7, there is no funding augmentation. In effect, scoring will be more competitive than the last cycle. As such, ensuring projects from the Coachella Valley can secure every possible point will be critical to receiving additional investment for active transportation improvements from the state.

CVAG previously used its Bicycle and Pedestrian Safety Program to create shovel-ready projects and make Coachella Valley competitive for the ATP grant opportunity. Through this CVAG program, staff was authorized to procure professional design and engineering services to help

better position regional projects for funding. CVAG staff is evaluating how best to support regional projects in Cycle 7. Staff is also strongly encouraging member jurisdictions that are applying to invest in outreach and community engagement that focuses on receiving input, feedback, or support for specific projects. Completion of a robust and well-documented community engagement effort can be worth up to 10 of the project's 100 points.

The state's ATP has a strong emphasis on disadvantaged communities. To score competitively, projects must be directly located in, or benefit disadvantaged communities. To define disadvantaged communities, the state uses median household income, CalEnviroScreen, free or reduced lunches, and the Healthy Places Index Score. In recent cycles, CVAG staff has noted that focused outreach and engagement efforts in areas of the valley that meet the disadvantaged threshold helps to optimize the competitiveness of project proposals.

The outreach and community engagement work can help secure up to four points related to disadvantaged communities and their engagement. The ATP seeks to understand not only how projects benefit disadvantaged communities, but also how the project was requested or supported by the disadvantaged community residents.

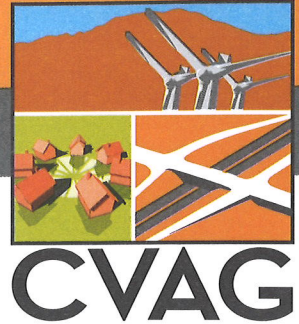
Currently, the CTC is conducting workshops with stakeholders interested in applying to the program. Like last year, CTC will also hold site visits from now through March 2024. The site visits are an opportunity for potential applicants to discuss their proposed projects and received feedback from Commission staff. After the workshops are concluded, the CTC will present draft guidelines to the Commission at their meeting on January 25-26, 2024. After review and input on the guidelines, the CTC is then scheduled to adopt the guidelines during their meeting in March. Thereafter, the commission will release the call for projects on March 21, 2024. The project application deadline is June 17, 2024. Staff recommendations for statewide, small urban and rural and quick-build projects will be posted November 1, 2024.

Fiscal Analysis: There is no cost to provide this report. Staff is still analyzing additional opportunities to support regional applications, and anticipates coming back to the Transportation and Executive Committees at a future meeting with recommendations related to public engagement.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

74-199 El Paseo Drive, Suite 100, Palm Desert, CA 92260 • (760) 346-1127 • www.cvag.org

August 15, 2023



Honorable Colleagues of the CVAG General Assembly,

As we embark on a new fiscal year, I wanted to share my excitement about the year ahead. I am assuming the role of CVAG Chairman with an enormous amount of gratitude and appreciation for my elected colleagues. I also am looking forward to working with our Vice Chairman, Rancho Mirage Councilmember Ted Weill, to advocate for the regional programs and policies that promote sustainability, help the homeless, conserve habitat for threatened wildlife and ensure our region's transportation network is safe for drivers as well as cyclists and pedestrians.

I am inspired by what our predecessors accomplished in CVAG's first 50 years. I'd encourage you to rewatch the videos that were presented at the recent General Assembly gathering, which can be found at www.cvag.org/50th. I dare say most of us will not be in our elected positions when CVAG celebrates its next 50 years. But the work that will be reflected upon starts with us today. This is why I wanted to share my thoughts about how we focus our efforts during my tenure.

Multi-modal transportation improvements will be critical to our region's economic future. The Interstate 10/ Monroe Street interchange is fully funded, and I hope we will continue to combine advocacy efforts to secure similar cash infusions for priority projects across the valley. The investments we are making – and should continue making – in CV Link and CV Sync are vital to safe travel for our residents and visitors. As I shared at the General Assembly, I am proposing an ad hoc committee that focuses on improving Interstate 10 from the Banning Pass to the City of Blythe, allowing us to better work with Caltrans to promote beautification, expand motorist assistance programs and address traffic delays through technology and better lane management. I anticipate that we will make progress on the low-water crossings such as Indian Canyon Drive in order to end the closures due to flooding and blowsand. I believe our strong support of CV Rail will also benefit Riverside County Transportation Commission's efforts to bring regular passenger rail service to the desert.

As our desert grows, I hope you reflect on our region's commitment to preserve the majestic desert landscape. The Coachella Valley Conservation Commission (CVCC) is doing a fantastic job of acquiring properties. Increasingly, we will need to discuss how we manage and maintain that land over the coming decades, as well as balance it with the public's interest in outdoor recreation. I hope we also build on the call to action for urban greening that Coachella Mayor Steven Hernandez made while he was Chairman, including additional ideas for planting more trees and increasing shade. Collaboration will also be needed to address two of our region's biggest environmental quandaries: the future of the Salton Sea and the future of electricity service in the eastern Coachella Valley.

Our quality of life will no doubt benefit from the Public Safety Committee's debates as well as the coordinated effort to house the chronically homeless population through CV Housing First. I encourage us to think about what else may be threatening our quality of life – and tackle them by moving ahead with resolve and thoughtful discussion.

We have both big challenges and big opportunities ahead of us. I look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott Matas', is located below the 'Sincerely,' text.

Scott Matas
CVAG Chairman, Fiscal Year 2023-24