



TRANSPORTATION COMMITTEE MEETING REVISED AGENDA

** revised start time & remote location added*

MONDAY, AUGUST 25, 2025
11:00 a.m.

**Coachella Valley Water District
Steve Robbins Administration Building Training Room
75515 Hovley Lane East
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**

**County Administrative Center
4080 Lemon Street, 8th Floor
Riverside, CA 92501**

**78015 Main Street
La Quinta, CA 92253**

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/88206425192?pwd=oGlt3S4UxXmbRqLB0Yfebwsaeszfjg.1>

Dial In: +1 669 900 9128 US

Webinar ID: 882 0642 5192

Password: 691401

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. Members of the public joining the meeting by Zoom can also provide comment by using the “raise hand” feature or hitting *9 on the phone keypad.

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

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

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

5. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

6. **CONSENT CALENDAR**

A. **Approve the Minutes of the June 2, 2025, Transportation Committee Meeting**

P6

B. **Authorize the Executive Director to execute Amendment No. 2 with Magaña Consulting Services LLC. for work related to CV Link and other transportation projects, extending the contract through December 2028 with an optional two additional years, at a total not-to-exceed annual amount of \$173,000**

P11

C. **Authorize the Executive Director to take the necessary steps to execute a fiber us license agreement and a broadband co-location license agreement with the City of Indio; and to execute similar agreements with other jurisdictions should the opportunities arise**

P17

D. **Authorize the Executive Director to execute Amendment No. 16 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$148,000**

P47

E. **Authorize the Executive Director to spend an additional \$100,000 on flagging services and associated work related to CV Link under Union Pacific Railroad in**

P53

the City of Indio

6.1. **ITEM(S) HELD OVER FROM CONSENT CALENDAR**

7. **DISCUSSION / ACTION**

- A. **CalSTA Secretary Toks Omishakin's Statewide Efforts to Improve Safety and Implications for Varner Road** – Rachel Carpenter, California State Transportation Agency's current Deputy Secretary for Safety and Enforcement **P54**
- Recommendation:** Receive a presentation from the California State Transportation Agency and authorize the Executive Director to take any necessary steps to coordinate with state agencies to expedite improvements along Varner Road, including entering agreements and submitting funding applications
- B. **Presentation: Emerging CV Sync pilot projects** – Kris Gunterson
- C. **Contract Amendment for CV Sync Phase II Construction Management** – Mark Lancaster **P56**
- Recommendation:** Authorize the Executive Director to execute Amendment No. 3 to the agreement with TKE Engineering, Inc. for an additional not-to-exceed amount of \$1,650,000 through September 2026 for construction management services related to CV Sync Phase II
- D. **CV Link Extension to Desert Hot Springs** – Julie Mignogna **P65**
- Recommendation:** Authorize the Executive Director to execute a services contract with Dokken Engineering, not to exceed \$130,000, to conduct alternative analysis, conceptual planning, and provide grant application support for the CV Link Desert Hot Springs extension connection project
- E. **Designation of 2026 State Transportation Improvement Program Funds** – Jonathan Hoy **P113**
- Recommendation:** Authorize the Executive Director to recommend to Riverside County Transportation Commission (RCTC) that it designate an estimated \$6,057,420 in available 2026 State Transportation Improvement Program (STIP) funding to the CV Sync regional signal synchronization program for Phase IV in Rancho Mirage
- F. **Cash Flow Analysis for Regional Transportation Projects** – Jonathan Hoy **P115**
- Recommendation:** Direct the Executive Director to further analyze policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue
- G. **Election of Transportation Committee Officers** – Tom Kirk **P120**
- Recommendation:** Elect a Transportation Committee Chair and Vice Chair for Fiscal

Year 2025-26

8. **INFORMATION**

- a) Transportation Committee Attendance Roster **P123**
- b) Regional Transportation Projects Status Report **P124**
- c) Caltrans flyer on upcoming maintenance for bridges along Interstate 10 **P126**
- d) Transportation Project Prioritization Study (TPPS) Status Update **P127**
- e) New location of CVAG's public meetings **P130**

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

This is the second opportunity for public comment. Any person wishing to address the Transportation Committee on items of general interest within the purview of this Committee may do so at this time. Please limit comments to two (2) minutes.

10. **ANNOUNCEMENTS**

The next meeting of the **Transportation Committee** will be held on Monday, November 3, 2025, at 10:00 a.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, September 29, 2025, at 4:30 p.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260

11. **ADJOURNMENT**

ITEM 2A**TRANSPORTATION COMMITTEE
ROSTER**

Transportation Committee Members	
Agua Caliente Band of Cahuilla Indians	Anthony Purnel Tribal Vice Chairman
City of Blythe	Joseph DeConinck Mayor
City of Cathedral City	Raymond Gregory Mayor Pro Tem
City of Coachella	Steven Hernandez, Chair Mayor
City of Desert Hot Springs	Scott Matas Mayor
City of Indian Wells	Toper Taylor Councilmember
City of Indio	Elaine Holmes Mayor Pro Tem
City of La Quinta	Kathleen Fitzpatrick Councilmember
City of Palm Desert	Jan Harnik, Vice Chair Mayor
City of Palm Springs	David H. Ready Councilmember
City of Rancho Mirage	Steve Downs Councilmember
County of Riverside	V. Manuel Perez Supervisor Dennis Acuna Director of Transportation
Torres Martinez Desert Cahuilla Indians	Joseph Mirelez Tribal Chair

ITEM 6A

TRANSPORTATION COMMITTEE MINUTES OF MEETING MONDAY, JUNE 2, 2025



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 2, 2025, at 10:01 a.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, in the City of Palm Desert. Videoconferencing was available from the City of Blythe.

2. ROLL CALL

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

MEMBERS/ALTERNATES PRESENT

Mayor Joseph DeConinck
Mayor Pro Tem Raymond Gregory
Mayor Steven Hernandez, *Chair*
Mayor Scott Matas
Mayor Pro Tem Elaine Holmes
Councilmember Kathleen Fitzpatrick
Mayor Jan Harnik, *Vice Chair*
Councilmember David Ready
Mayor Ted Weill
Supervisor V. Manuel Perez*

AGENCY

City of Blythe (*via Zoom*)
City of Cathedral City
City of Coachella
City of Desert Hot Springs
City of Indio
City of La Quinta
City of Palm Desert
City of Palm Springs
City of Rancho Mirage
County of Riverside

MEMBERS/EX OFFICIOS NOT PRESENT

Tribal Vice Chairman Anthony Purnel
Councilmember Toper Taylor
Tribal Chair Joseph Mirelez

AGENCY

Agua Caliente Band of Cahuilla Indians
City of Indian Wells
Torres Martinez Desert Cahuilla Indians

*arrived at item 4

3. PLEDGE OF ALLEGIANCE

City Of Palm Desert Mayor Jan Harnik led the Committee in the Pledge of Allegiance.

4. PUBLIC COMMENTS ON AGENDA ITEMS

None

5. CHAIR/ EXECUTIVE DIRECTOR ANNOUNCEMENTS

Executive Director Tom Kirk announced that this will be the final Transportation Committee meeting held in the current space, as the City of Palm Desert plans to demolish the building to make way for a new public library. As part of the project, the city has committed to constructing a dedicated meeting space within the library for CVAG meetings.

In the interim, Mr. Kirk shared that CVAG anticipated relocating its meetings across the parking lot to the Colorado River Water Board conference room.

[Administrative note: After the meeting, it was determined that meetings would be held at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260]

Mr. Kirk also announced there is a change in the agenda and Item 7A is being pulled from consideration. He reports that after Toscana Country Club representatives had reviewed the staff report and CVAG's research on the item, they subsequently decided to submit written notice withdrawing their request for a public hearing. The written notice was shared with Committee members.

6. CONSENT CALENDAR

IT WAS MOVED BY COUNCILMEMBER FITZPATRICK AND SECONDED BY MAYOR PRO TEM HOLMES TO:

- A. Approve the Minutes of the April 7, 2025, Transportation Committee Meeting**
- B. Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2023-24**
- C. Receive and file the Fiscal Year 2023-24 Transportation Uniform Mitigation Fee Agreed Upon Procedures final report**
- D. Approve Amendment No. 1 to the Reimbursement Agreement with the County of Riverside and the City of Coachella for the Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive), extending the time trigger to June 30, 2026**
- E. Authorize the Executive Director to spend an additional \$100,000 for flagging services and associated work related to CV Link under Union Pacific Railroad in Indio**

THE MOTION FOR CARRIED WITH 10 AYES AND 3 MEMBERS ABSENT.

TRIBAL VICE CHAIRMAN PURNEL	ABSENT
MAYOR DECONINCK	AYE
MAYOR PRO TEM GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER TAYLOR	ABSENT
MAYOR PRO TEM HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
MAYOR HARNIK	AYE
COUNCILMEMBER READY	AYE
MAYOR WEILL	AYE
SUPERVISOR PEREZ	AYE
TRIBAL CHAIR MIRELEZ	ABSENT

6.1. ITEM(S) HELD OVER FROM CONSENT CALENDAR

None

7. **HEARINGS**

A. **Appeal Hearing: Appeal by Toscana Country Club on Transportation Uniform Mitigation Fee (TUMF) assessment**

This item was pulled from the agenda at the request of Toscana representatives.

8. **DISCUSSION / ACTION**

A. **Next Steps for the Arts and Music Line Project**

Assistant Director of Transportation Randy Bowman presented the staff report.

Member discussion ensued with Mr. Bowman answering questions from the Committee regarding project costs.

IT WAS MOVED BY MAYOR HARNIK AND SECONDED BY SUPERVISOR PEREZ TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 5 TO THE AGREEMENT WITH ALBERT A. WEBB ASSOCIATES TO EXTEND THE TERM TO JUNE 30, 2027, FOR AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF \$991,841; AND NEGOTIATE AND EXECUTE AMENDMENTS TO EXISTING REIMBURSEMENT AGREEMENTS WITH THE CITIES OF COACHELLA, INDIO, AND LA QUINTA TO ADJUST THE LOCAL SHARE OF PRE-CONSTRUCTION SERVICES

THE MOTION FOR CARRIED WITH 10 AYES AND 3 MEMBERS ABSENT.

TRIBAL VICE CHAIRMAN PURNEL	ABSENT
MAYOR DECONINCK	AYE
MAYOR PRO TEM GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER TAYLOR	ABSENT
MAYOR PRO TEM HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
MAYOR HARNIK	AYE
COUNCILMEMBER READY	AYE
MAYOR WEILL	AYE
SUPERVISOR PEREZ	AYE
TRIBAL CHAIR MIRELEZ	ABSENT

B. **CV Link Maintenance Agreement with Desert Recreation District**

Mr. Bowman presented the staff report.

Member discussion ensued with Mr. Bowman answering questions from the Committee regarding logistics of how issues on CV Link would be reported and who would oversee making sure the issues are addressed. Mr. Bowman also detailed efforts to coordinate with local law enforcement.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY MAYOR HARNIK TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A

**SHARED SERVICES AGREEMENT WITH DESERT RECREATION DISTRICT
FOR TWO YEARS, WITH AN OPTIONAL ONE-YEAR RENEWAL, FOR A NOT-
TO-EXCEED AMOUNT OF \$600,000 PER YEAR TO OPERATE AND MAINTAIN
THE CV LINK**

THE MOTION FOR CARRIED WITH 10 AYES AND 3 MEMBERS ABSENT.

TRIBAL VICE CHAIRMAN PURNEL	ABSENT
MAYOR DECONINCK	AYE
MAYOR PRO TEM GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER TAYLOR	ABSENT
MAYOR PRO TEM HOLMES	AYE
COUNCILMEMBER FITZPATRICK	AYE
MAYOR HARNIK	AYE
COUNCILMEMBER READY	AYE
MAYOR WEILL	AYE
SUPERVISOR PEREZ	AYE
TRIBAL CHAIR MIRELEZ	ABSENT

C. Update on Regional Pavement Management Analysis

Program Manager Julie Mignogna presented the staff report. Brief member discussion ensued regarding the analysis of pavement conditions and the next steps of the study.

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

9. INFORMATION

- a) Transportation Committee Attendance Roster
- b) Regional Transportation Projects Status Report
- c) Regional Arterial Program Compliance Report

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

10. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

11. ANNOUNCEMENTS

The next meeting of the **Transportation Committee** will be held on Monday, August 25, 2025, at 10:00 a.m. The meeting is expected to be held at the Colorado Regional Water Quality Control Board, 73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260. CVAG staff will confirm the location closer to the meeting date.

The next meeting of the **Executive Committee** will be held on Monday, June 2, 2025, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

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

12. **ADJOURNMENT**

There being no further business, Chair Hernandez adjourned the meeting at 11:05 a.m.

Respectfully submitted,

Elysia Regalado
Management Analyst- Administration

ITEM 6B

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: Contract Amendment for Magaña Consulting Services LLC.

Contact: Randy Bowman, Assistant Director of Transportation (rbowman@cvag.org)

Recommendation: Authorize the Executive Director to execute Amendment No. 2 with Magaña Consulting Services LLC. for work related to CV Link and other transportation projects, extending the contract through December 2028 with an optional two additional years, at a total not-to-exceed annual amount of \$173,000

Background: Magaña Consulting Services LLC., has been providing consulting services to CVAG for the past four years. Led by former CVAG Transportation Director, Martin Magaña, Magaña Consulting is an independent contractor providing project management assistance for CV Link's design and construction. Mr. Magaña's long history at CVAG as well as his established relationships with project partners and regulatory agencies have been a great asset for CVAG and the CV Link project.

In December 2023, the CVAG Transportation and Executive Committees authorized Amendment No. 1, extending the contract for two years until December 2025 with an optional two additional years. Instead of opting for an additional year extension under the current contract, staff is recommending Amendment No. 2 to amend the scope consistent with CV Link's operations and provide support to other transportation projects.

With CV Link's current construction entering its final stages of completion and close out, CVAG anticipates using Mr. Magaña as the CV Link Operations Manager. As certain segments of CV Link have opened, he has been managing the operations of the pathway. He has worked with the engineering and public safety departments of each jurisdiction along CV Link to identify approaches to respond to incidents and calls for service. He has worked with CVAG staff to prepare an Operations and Safety Plan that will provide safety-related guidance and procedures to CVAG staff, vendors, partners, and other agencies or entities for managing incidents, removing homeless encampments, conducting temporary traffic control, and conducting operations and maintenance activities on the CV Link.

Local agencies have first-line responsibility to maintain CV Link, mitigate graffiti and encampments, and respond to incidents requiring emergency services. The CV Link Operations Manager will also serve as the "Safety Coordinator" as identified in the CV Link Master Plan. Mr. Magaña will work cooperatively with CV Link users, CVAG staff, nonprofit and private sector partners, jurisdiction staff, and vendors to assure a coordinated effort amongst all jurisdictions and activities.

CV Link's early design and environmental reports envisioned various bridges for CV Link over certain roadways in the Coachella Valley, but they were not pursued due to design challenges related to right-of-way and high costs. Mr. Magaña will assist CVAG staff with pursuing grant funding for these bridges and also assist in developing future community connectors to CV Link, including extensions of CV Link to the Salton Sea and to the City of Desert Hot Springs. His experience in negotiating and obtaining the necessary right-of-way for CV Link will be beneficial to CVAG.

There are also other transportation projects that may come up where his expertise and experience are needed. He continues to participate in CV Link construction and CVAG transportation department meetings and provides valuable input.

CVAG staff is recommending Amendment No. 2 to Magana's professional service agreement that would extend his services until December 31, 2028, and provide the Executive Director an option to extend the contract for two, one-year extensions, potentially through December 31, 2030. This authorization would also allow the Executive Director and/or Legal Counsel to make clarifying changes prior to execution. Should Magaña's services be determined to not be needed at any time, the agreement can be terminated without cause.

Fiscal Analysis: Magana's contract was first authorized in December 2021. In December 2023, the CVAG Transportation and Executive Committees authorized Amendment No. 1, extending the contract for two years until December 2025 with an optional two additional years. This provided for annual services up to \$130,000 at an annual rate that was consistent with a contract authorized by the Coachella Valley Conservation Commission.

CVAG staff is now recommending Amendment No. 2 with Magaña Consulting Services that extends the contract through December 31, 2028, with the Executive Director's option to extend the contract for two one-year extensions, potentially through December 31, 2030.

The amendment will increase the hourly rate to \$95 per hour and set a not-to-exceed annual maximum of \$173,000. CVAG's contract will allow for approximately 35 hours per week, although compensation will be paid on a time-and-material basis.

This will bring the total cost of the agreement to \$1.022 million, with an option for an additional two years at \$173,000 annually. The cost of services for this agreement will be paid for with regional Measure A funds.

Attachment: Amendment Number Two to the Professional Services Agreement with Magaña Consulting Services LLC.

AMENDMENT NUMBER TWO
to the
PROFESSIONAL SERVICES AGREEMENT
by and between
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
and
MAGAÑA CONSULTING SERVICES

This **AMENDMENT NUMBER TWO** is made and entered into this **29th day of September 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Magaña Consulting Services, LLC**, an independent Consultant (**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 December 6, 2021, for the CV Link Project.

1. This Amendment Number Two extends the term of the Agreement to December 31, 2028, with an option to extend the term for two additional one-year extensions as authorized by the Executive Director.
2. This Amendment Number Two replaces the original scope of work with Exhibit A. Scope of Work.
3. This Amendment Number Two increases the hourly rate in Exhibit B. to \$95.
4. Paragraph 4. PAYMENT FOR SERVICES shall be revised to read “CONSULTANT shall be compensated at the CONSULTANT’S hourly rate, as shown in Exhibit B – Hourly Rates, and a not-to-exceed annual amount of one hundred seventy-three thousand dollars (\$173,000.00)”.
5. The total amount payable under this Agreement shall not exceed \$1,022,000, prior to the optional extensions.

		Annual Amount
Original Agreement	December 6, 2021	\$100,000
Amendment Number One	December 4, 2023	\$130,000
Amendment Number Two	September 29, 2025	\$173,000

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

Contract No. CVAG-21-065-02
Project: Project Management Services

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

MAGAÑA CONSULTING SERVICES, LLC

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Martin Magaña, President

Exhibit A

Scope of Work

As requested by the Coachella Valley Association of Governments (CVAG), Magana Consulting Services, LLC will be providing as-needed Project Management services for CVAG. The following are specific tasks which Magana Consulting Services, LLC will provide.

- Review preliminary title reports, property appraisals for right-of-way easements related to transportation projects.
- Negotiate right of way easements with property owners on transportation projects.
- Negotiate contracts, with CVAG approval, for additional work that may be needed.
- Contract procurement, management, and administration (i.e., right-of-way, operations and maintenance, security, and safety).
- Participate in Project Management Team meetings and other meetings as needed.
- Coordination with government and regulatory agencies and legal counsel (i.e., Caltrans, Cities, County, BB&K, CVWD, RCFC, DWA, Army Corps, BLM, Vector Control, school districts, private property owners) related to right-of-way for transportation projects.
- Coordination with consultants on CVAG transportation projects.
- Coordinate with CVAG and Caltrans in processing any authorizations such as, Planning and Environmental Design (PAED), Right-of-Way (ROW) Certifications, Construction (E-76), finance letters, supplemental agreements, construction contract awards related to transportation projects.
- Assist with construction management efforts on transportation projects.
- Prepare and administer License Agreements and Cooperative Agreements with regulatory agencies on transportation projects.
- Review invoices on transportation projects for accuracy prior to payment.
- Conduct project site visits as needed.
- Coordinate operations and maintenance activities of contractors, vendors and Desert Recreation District.
- Conduct and manage conference calls.
- Send and respond to e-mails.
- Prepare presentations and exhibits as needed.
- Draft staff reports as needed for CVAG committee meetings.
- Participate in CVAG committee meetings.

Contract No. CVAG-21-065-02
Project: Project Management Services

Exhibit B
Hourly Rates

Magaña Consulting Services' fee to perform the work described in the Scope of Work above is represented by the hourly rate schedule shown below. Magaña Consulting Services will adhere to the needs of the Coachella Valley Association of Governments (CVAG) to complete the requested tasks.

Role	Hourly Rate
Operations Manager	\$95.00

ITEM 6C

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: Broadband Strategic Plan Update and CV Sync Fiber Sharing and Broadband Co-Location Agreements

Contact: Randy Bowman, Assistant Director of Transportation (rbowman@cvag.org)

Recommendation: Authorize the Executive Director to take the necessary steps to execute a fiber use license agreement and a broadband co-location license agreement with the City of Indio; and to execute similar agreements with other jurisdictions should the opportunities arise

Background: The development of high-speed broadband internet access in the Coachella Valley continues to be a priority for member jurisdictions. In April 2023, the CVAG Executive Committee authorized the Executive Director to take the necessary actions to accept \$978,460 to conduct a Coachella Valley Broadband Strategic Plan. In September 2023, the Executive Committee authorized the execution of a professional service contract with HR Green Pacific, Inc. to provide engineering services for the strategic plan. Work on the strategic plan began in November 2023. In February 2025, CVAG received approval from the California Public Utility Commission (CPUC) for additional time to complete the study by December 2025.

The purpose of this report is to provide an update on progress to date on the strategic plan, emerging opportunities to further the expansion of broadband and broadband options in the Coachella Valley, and a request to authorize the next step in the collaboration between CVAG and the City of Indio to co-locate fiber cables in CV Sync conduits, which can serve as a model for other collaborations with CVAG's member jurisdictions.

The development of the strategic plan is being informed by regular engagement with internet technology (IT) directors, public works staff and engineering representatives of CVAG member jurisdictions, as well as representatives from the three Coachella Valley school districts, Caltrans, California Department of Transportation, and GoldenStateNet, the state's non-profit administering the implementation of the Middle-Mile Broadband Network (MMBI). The group began bi-monthly meetings in March 2024 and has now been meeting monthly as the study effort moves towards its completion this year. The strategic plan effort has led to insights and progress on related issues tangential to the main focus of the study, which are also the subject of this report.

To date, the project consultant has completed the following deliverables: Market Assessment; Stakeholder Engagement Report; Needs Assessment; Gap Analysis; Governance; Internet Service Provider Request For Expressions of Interest (RFEI). By December 2025, the final deliverables will be completed, including Phased Implementation Plan; Business Model Evaluation; Financial Analysis; High-Level Designs; and the project Final Report.

While CVAG works on the regional broadband strategic plan, several member jurisdictions have been pursuing their own planning and implementation efforts to fund the deployments of last-mile broadband or improve intranet connectivity between jurisdiction building and facilities.

In June 2023, the CVAG Executive Committee authorized the Executive Director to execute a contract change order with the CV Sync contractor and a reimbursement agreement with Indio at a cost of up to \$900,000 to cover the costs associated with the co-location of Indio-owned broadband fiber within CV Sync conduits as well as costs for Indio to connect to a limited number of fibers from the CV Sync fiber optic cable to connect to city facilities to improve the jurisdiction's intranet. Sharing a portion of the CV Sync fiber optic cable is supported in the CV Sync Master Plan. As part of the authorization, the Executive Committee also authorized similar agreements with other jurisdictions should the opportunities arise.

Through the regional broadband plan stakeholder group, CVAG staff is also engaging with the other CVAG member jurisdictions. To date, staff from Palm Springs, Cathedral City, Agua Caliente Band of Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians, and Palm Desert have expressed interest in leveraging the CV Sync project. CVAG staff is coordinating planning with these member jurisdictions, which may lead to more jurisdictions using the CV Sync network to advance either broadband for jurisdiction intranet connectivity, expanding jurisdiction broadband availability to residents and businesses, or both.

The action by the Executive Committee in June 2023 enabled member jurisdictions to leverage the CV Sync construction contracts to advance jurisdiction fiber cable installations. With the fiber sharing and fiber co-location installation initially authorized under the reimbursement agreement between Indio and CVAG nearing completion, it is now necessary to formalize the responsibilities for operations and maintenance of shared fibers and co-located broadband cable between CVAG and the City of Indio. CVAG staff have developed with assistance of CVAG general counsel and with input from key stakeholders two agreements covering the use of the shared CV Sync fiber optic cable and the co-location of Indio's fiber optic cable within the CV Sync conduit. The agreements establish responsibilities for ownership and maintenance of CV Sync infrastructure and City-owned infrastructure. They also would be used as a template for any jurisdictions approaching shared use of the fiber in the future.

Much like the reimbursement agreement the Executive Committee authorized in 2023, staff is requesting the Executive Committee authorize the Executive Director to execute the agreements with the City of Indio, as well as other jurisdictions should the opportunities arise. With this recommended action, the Executive Director and/or Legal Counsel would also be authorized to make clarifying changes prior to execution.

Fiscal Analysis: CVAG member jurisdictions will be responsible for the cost to design, implement, operate and maintain their connections to shared fiber or co-located infrastructure with CV Sync. As such, there is no additional cost to CVAG for CVAG to execute either agreement.

Attachments:

1. Fiber Use License Agreement
2. Fiber Co-Location License Agreement

**LICENSE AGREEMENT
BY AND BETWEEN CVAG AND CITY OF INDIO
FOR THE
USE OF CV SYNC FIBER OPTIC CABLE**

THIS AGREEMENT is made and entered into this **29th day of September, 2025**, by and between the **City of Indio**, a municipal corporation, ("**CITY**") and the **Coachella Valley Association of Governments ("CVAG")**, a California joint powers authority. **CVAG** and **CITY** are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Reference of such agreement is made as to the following background facts and circumstances:

RECITALS

- A. **CVAG** has planned for the regional synchronization of traffic signals, the modernization and standardization of hardware and software, and preparation for future intelligent transportation system infrastructure ("ITS") in the Coachella Valley generally known as the "Coachella Valley Regional Traffic Signal Synchronization Program" or "CV Sync"; and
- B. **CITY** is developing a broadband fiber network to serve municipal facilities, residents and businesses along corridors included in the scope of the CV Sync project; and
- C. In February 2018, the **CVAG** Executive Committee ("Executive Committee") approved the Master Plan for CV Sync; and
- D. The approved CV Sync Master Plan includes conduit and fiber optic cable that reserves fibers not only for the traffic management systems, communications and ITS elements, but it also includes reserving fibers for future applications such as Smart Cities and others for the future; and
- E. In 2018, **CITY** and **CVAG** executed a Multi-Agency Participating Agreement for Coachella Valley Regional Traffic Signal Synchronization Program; and
- F. In February 2021, the Executive Committee awarded the construction of Phase I of the CV Sync project; and
- G. In December 2022, the Executive Committee awarded the construction of Phase II of the CV Sync project; and
- H. The CV Sync project installed fiber optic cable in either conduits owned by **CITY** or conduits owned by **CVAG**, with construction plans for the CV Sync projects indicating the ownership of said conduits; and
- I. In June 2023, the Executive Committee authorized a contract change order with Crosstown Electric and Data, Inc., and a reimbursement agreement with **CITY** to cover all costs associated with the co-location of **CITY** broadband fiber with the construction of the CV Sync Phase II project; and
- J. In October 2023, **CITY** authorized a reimbursement agreement with **CVAG** in an amount not to exceed \$900,000 for work related to the co-location of **CITY** broadband fiber with the construction of CV Sync Phase II; and

- K. In February 2024, **CVAG** and City executed said reimbursement agreement for co-location of **CITY** broadband fiber with the construction of CV Sync, including provisions for **CITY** to use for municipal purposes a portion of the CV Sync fiber optic cable for municipal purposes; and
- L. **CITY** is developing a fiber network to connect municipal facilities and sites for non-commercial, municipal operations and desires to use some of the CV Sync fibers reserved for non-commercial, municipal operations; and
- M. The intent of the Parties is to increase broadband access to **CVAG** jurisdictions for municipal operations in a manner that reduces costs of investment, enhances municipal normal operations, and preserves public Right of Way (ROW) for future public safety needs; and
- N. The Parties desire to enter into an agreement to govern the terms and conditions under which **CVAG** will reserve certain fibers within its Fiber Optic Cable for the use of **CITY** in connection with **CITY**'s normal operations and connecting **CITY**-owned sites and facilities. Said fibers within **CVAG** Fiber Optic Cable are specifically identified in Attachment "A" and incorporated by reference herein.

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

I. Definitions

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

- A. "Access Point" means a Manhole, Vault, Pull Box, Junction Box, Pull Box, Hub or Pedestal through which the CV Sync Network may be accessed for the purposes of running and accessing fiber optic cable.
- B. "Authorized Contractors" means third party contractors (whether contracted by **CITY** or contracted by **CVAG**) that have been approved and authorized by **CVAG**, have all required licensing, bonding, and insurance, to utilize Access Points and to make splices or perform other work on the CV Sync Network as provided for in this Agreement.
- C. "CV Sync Network" means the conduit, fiber optic cable and related infrastructure comprising the Coachella Valley Regional Traffic Signal Synchronization Program.
- D. "CVAG Conduit" refers to the physical pipe or tube owned by **CVAG** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- E. "CVAG Fiber Optic Cable" means fiber optic cable and related infrastructure owned by **CVAG** in the CV Sync Network identified in Attachment "A" to this Agreement.
- F. "Fiber Route Map" means the map of the composite routes of the CV Sync Network. The Fiber Route Map shall be updated and provided in "As-Built" form as necessary to reflect modifications to the Fiber Segments or additional Fiber Segments in accordance with this Agreement.

- G. "Fiber Segment" means a continuous run of multi-strand fiber optic cable covering a portion of a fiber cable route.
- H. "City Conduit" refers to the physical pipe or tube owned by **CITY** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- I. "Junction Box" means a box where fiber optic cable splices and connections are made and accessed and to access conduit.
- J. "Licensed Fiber" means a portion of the CV Sync Network specifically identified in Attachment "A" to this Agreement, which shall be reserved and/or designated for **CITY** to use in accordance with and subject to the terms of this Agreement.
- K. "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- L. "Pedestal" means an above ground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.
- M. "Project" means the use of Licensed Fiber by **CITY**, including interconnections with fiber optic cable and related equipment owned by **CITY**.
- N. "Pull Box" means a buried box, with a lid that is even with the surface of the ground, used to store, terminate, splice or transfer fiber optic cable and access conduit.
- O. "Vault" means an underground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.

II. License

A. License Grant

Subject to the terms, conditions and limitations set forth herein, **CVAG** hereby grants to **CITY** a license and right for the use of Licensed Fiber for municipal internal operations and connecting **CITY**-owned sites and facilities. The duration of the foregoing license shall continue in perpetuity so long as the CV Sync Network installation remains in place and is in use by **CVAG** and its successors in interest and assigns, but nothing herein shall obligate **CVAG** to continue to maintain and operate the CV Sync Network or any portion thereof or during any periods in which **CVAG** is not otherwise using or planning to use the CV Sync Network. If only **CVAG** and **CITY** are utilizing the CV Sync Network, **CVAG** or its successors in interest shall give **CITY** prior written notice and a reasonable opportunity to assume responsibility for maintaining and operating each CV Sync Network segment before removing such CV Sync Network segment or ceasing to use such CV Sync Network segment for the provision of services. Except where **CVAG** is otherwise legally obligated to remove a CV Sync Network segment in a shorter period of time, such prior notice shall be given at least ninety (90) days in advance of such removal.

B. Scope of Grant

1. **CVAG** shall provide **CITY** with access to the subject Licensed Fiber. To the extent that

CVAG has authority to use and authorize third party use of Access Points, it will grant permission to Authorized Contractors to use such Access Points for installation, splicing and maintenance of Licensed Fiber in the CV Sync Network as directed by **CITY** and at **CITY**'s sole cost. **CVAG** shall have no obligation whatsoever to install any additional conduit or to allocate any additional space in existing CVAG Conduit to meet the needs of **CITY**.

2. **CITY** shall undertake to obtain and provide all approvals, authorizations, coordination and supervision that is necessary in connection with its use of the subject Licensed Fiber. Without limiting the foregoing, **CITY** shall have the sole responsibility for performing all activities and paying all costs necessary to make the Licensed Fiber operational, including but not limited to: (i) splicing the Licensed Fiber to achieve interconnection between or within the applicable Licensed Fiber segments and between the Licensed Fiber and fiber optic cable belonging to **CITY** and (ii) providing, attaching and interconnecting equipment, electronics and lasers as required to transmit or receive optical signals via **CITY**'s Licensed Fiber. **CITY** shall further have the sole responsibility for paying all costs and for constructing or otherwise providing facilities needed to connect the Licensed Fiber and **CITY**'s fiber optic cable to **CITY** sites and facilities via appropriate Access Points. Except as otherwise approved by **CVAG** (which approval shall not be unreasonably withheld), all work shall be carried out only by Authorized Contractors and, to the extent practicable, only during regularly scheduled maintenance windows or at other times that are reasonably convenient for **CVAG**.
3. **CVAG** and **CITY** agree and acknowledge that **CITY**'s use of the Licensed Fiber does not and will not create or convey to **CITY** any ownership or property rights of any nature in the CV Sync Network or of any Access Points. **CITY** may not encumber, offer as collateral, or allow any third party claims or liens of any type on or against the CV Sync Network.
4. **CVAG** reserves the right to make inspections at any time during the construction or installation of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject Licensed Fiber for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

C. Designation of Licensed Fiber Strand

1. At any time following completion of the CV Sync Network construction and installation, **CITY** may notify **CVAG** of its desire to access the Licensed Fiber reserved for its use by **CVAG**. Such notice shall be written and shall be provided no fewer than sixty (60) days prior to the date on which **CITY** desires to access the CV Sync Network for purposes of accessing the Licensed Fiber. **CITY**'s notice shall identify all of the following: (1) **CITY**'s planned use for the Licensed Fiber, (2) the specific portions of the Licensed Fiber which **CITY** intends to use, (3) the Access Points **CITY** desires to use (if any) to access and splice the Licensed Fiber, (4) all personnel or contractors that **CITY** proposes to use to

perform any work activity involving the Licensed Fiber, including but not limited to construction and installation of fiber drops or laterals to ancillary Access Points or to lasers, electronics or other equipment, facilities or networks for purposes of lighting and using the Licensed Fiber, and (5) **CITY**'s plans for interconnecting with and using the Licensed Fiber, including relevant technical and functional network specifications and design criteria for **CITY**'s systems that may facilitate consultation and cooperation of **CITY** and **CVAG** in the interest of efficient and effective implementation of **CITY**'s plans in accordance herewith.

2. **CITY** shall provide current proof of insurance (which may include certificates of insurance, additional insured endorsements, and other amendatory endorsements) for **CITY** and the proposed contractors, including any subcontractors or agents working on their behalf. Such proof of insurance shall be provided no fewer than sixty (60) days prior to the date on which **CITY** desires to access the CV Sync Network for purposes of accessing the Licensed Fiber. Such insurance shall be meet the requirements of this Agreement.
3. Within ten (10) days following receipt of such initial notice, **CVAG** shall provide **CITY** with a diagram designating the specific Licensed Fiber that is available to **CITY** hereunder and identified in **CITY**'s notice.
4. To the extent that **CITY**'s contractors will have access to any conduit that is not exclusively licensed to **CITY**, **CVAG** shall have the right to determine in advance whether **CITY**'s personnel and/or proposed contractors are qualified to perform such work activities and may disapprove any proposed personnel or contractor in its sole reasonable discretion. **CVAG** shall identify the reasons for such disapproval in writing and **CITY** may propose alternate personnel or contractors.
5. **CITY** is solely responsible for obtaining all public, private or government approvals, authorizations, permits, certifications, easements, rights of way and attachment rights beyond those required for installation and maintenance within the CV Sync Network, if any, that are necessary in order for **CITY** to install, light and transmit or receive signals using the Licensed Fiber, and shall provide documentary evidence thereof as and when reasonably requested by **CVAG**.

D. Limitations and Requirements for Use of CVAG Conduit and Fiber Strands

1. **CVAG** and **CITY** agree and acknowledge that **CITY** may use the Licensed Fiber for any lawful purpose for which the Licensed Fiber is technically suited, provided that **CITY** shall use the Licensed Fiber solely for its business purposes.
2. If **CVAG** determines for any reason that it is necessary to relocate, modify, underground or otherwise alter ("Relocation or Modification") all or any portion of the CV Sync Network, **CVAG** shall provide **CITY** written notification prior to making the proposed relocation, modification or alteration. Such notice shall be given at least sixty (60) days in advance except in circumstances in which **CVAG** is legally obligated to take action more promptly and the prior notification requirement of this section shall not apply to emergency situations, in which case **CVAG** will give notice as quickly as is reasonably practicable. **CITY** shall have no responsibility for costs and expenses relating to any such Relocation or Modification of the CV Sync Network, unless the Relocation or Modification is at the request of or required by **CITY** (if applicable). If and to the extent that such Relocation or Modification is required by reason of events or circumstances beyond **CVAG**'s reasonable

control, **CITY** shall have sole responsibility for costs and expenses relating to any necessary rearrangement, relocation, modification or alteration of any of **CITY**'s fiber optic cable connecting to such Licensed Fiber and/or other equipment, electronics or lasers installed to light the subject Licensed Fiber, or other facilities **CITY** has interconnected to the subject Licensed Fiber that may result therefrom. However, if and to the extent that such Relocation or Modification is made at **CVAG**'s discretion or for **CVAG**'s benefit, **CVAG** and **CITY** shall share the costs on a pro-rata basis based upon the number of fibers utilized within the conduit.

3. Any fiber optic cable, equipment, electronics, lasers, or other network facilities provided by **CITY** shall be installed and maintained in accordance with the requirements and specifications of then current editions of the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), each of which are incorporated by reference in this Agreement. Further, **CITY** and its consultants and contractors shall at all times comply with the applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), with all applicable state and federal statutes and laws and with all applicable regulations, rules and orders issued by any state or federal agency having jurisdiction thereof, including without limitation the Federal Communications Commission, the California Utilities Board or other applicable regulatory agency.
4. **CVAG** reserves the right to make periodic inspections at any time of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject Licensed Fiber for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Except in the case of an emergency, **CVAG** shall give **CITY** 48 hours' notice before carrying out such inspections and **CITY** shall be permitted, but not required, to have a representative present for such inspections. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such periodic inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

III. Maintenance

- A. **CVAG** shall maintain or arrange for maintenance of all CV Sync Network and facilities interconnected with or comprising a part of the CV Sync Network that are owned by **CVAG**, provided that **CVAG**'s obligation to maintain such facilities shall not in any way extend beyond the term of any other agreement with **CITY** for ROW use or equipment attachments to **CITY**'s facilities and provided further that such obligation shall cease earlier as to any CV Sync Network segments with respect to which **CVAG** and its successors in interests either: (1) lose the necessary attachment and access rights to enable such maintenance; or (2) permanently cease to use such CV Sync Network segments, provided that before removing any such CV Sync Network segment **CVAG** gives **CITY** prior written notice and an opportunity to assume responsibility for maintaining and operating such CV Sync Network segment as provided in Section II.A.
- B. **CITY** shall have sole responsibility for maintaining all of its fiber optic cable, equipment,

electronics, lasers and other facilities interconnected to the CVAG Fiber Optic Cable and Conduit. **CITY** shall maintain its equipment, electronics, lasers and interconnecting fibers and facilities in good repair and in a manner that will not interfere with or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network. If **CITY**'s equipment or facilities should cause any type of interference with, or degradation of, any signal, transmission or telecommunications on the CV Sync Network, **CITY** agrees to correct the condition within twenty-four (24) hours for any problem causing a degradation, but not disruption, of any signal, transmission or telecommunications on the CV Sync Network. If **CITY** fails to take such corrective action, **CVAG** may in its sole discretion correct said condition at **CITY**'s expense. **CVAG** shall notify **CITY** in writing prior to performing such work whenever practicable. When **CVAG** reasonably believes, however, that such conditions pose an immediate threat to public safety or interfere with the performance of **CVAG**'s service obligations or pose an immediate threat to the physical integrity of the CV Sync Network or other facilities, **CVAG** may perform such work and/or take such action, including temporary disconnection of **CITY**'s equipment and facilities from the CV Sync Network, that it reasonably deems necessary without first giving written notice to **CITY**. **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in taking such corrective actions if **CVAG** shows that the problem was in fact caused by **CITY**'s equipment or facilities. **CVAG** shall bear the cost of any reconnection or restoration of **CITY**'s equipment or facilities that is made necessary as a result of **CVAG**'s mistaken actions. **CVAG** shall be indemnified by **CITY** for such work in accordance with Section IV below.

IV. Liability and Damages

- A. **CITY**, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of **CVAG** and shall make an immediate report to **CVAG** of the occurrence of any such damage caused by its personnel, agents or contractors. **CITY** agrees to reimburse **CVAG** for all reasonable costs incurred by **CVAG** for repair or replacement of such facilities damaged by **CITY**, its personnel, agents and contractors.
- B. **CITY** shall be liable to **CVAG** for all of its actions or omissions that cause damage to the CV Sync Network, the Access Points and all other facilities and equipment associated with the CV Sync Network or that interfere with, disrupt or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network but shall not be liable for any special, indirect or consequential damages arising from **CITY**'s actions or omissions.
- C. **CVAG** shall not be liable to **CITY** for any special, indirect or consequential damages arising from any interruption or degradation of **CITY**'s communications carried on Licensed Fiber.
- D. **CITY** shall not be liable to **CVAG** for any special, indirect or consequential damages arising from any interruption or degradation of **CVAG**'s communications carried on fiber optic cable installed within Licensed Conduit.

V. Mutual Indemnification

- A. **CITY** hereby agrees to defend and indemnify **CVAG**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as "**CVAG**"), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CVAG**, arising solely out of the acts or omissions of **CITY** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CVAG**

may participate at its own expense in the defense of any claim, action or proceeding. **CVAG** shall notify **CITY** promptly of any claim, action or proceeding and cooperate fully in the defense.

- B. **CVAG** hereby agrees to defend and indemnify **CITY**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as **CITY**), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CITY**, arising solely out of the acts or omissions of **CVAG** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CITY** may participate at its own expense in the defense of any claim, action or proceeding. **CITY** shall notify **CVAG** promptly of any claim, action or proceeding and cooperate fully in the defense.
- C. **CITY** hereby agrees to defend itself, and **CVAG** hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. In such cases, **CITY** and **CVAG** agree to retain their own legal counsel, bear their own defense costs and waive their right to seek reimbursement of such costs, except as provided in subsection (E) below.
- D. Notwithstanding subsection (C) above, in cases where **CITY** and **CVAG** agree in writing to a joint defense, **CITY** and **CVAG** may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. Joint defense counsel shall be selected by mutual agreement of **CITY** and **CVAG**. **CITY** and **CVAG** agree to share costs of such joint defense and any agreed settlement in equal amounts, except as provided in subsection (E) below. **CITY** and **CVAG** further agree that neither party may bind the other to a settlement agreement without the written consent of both **CITY** and **CVAG**.
- E. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, **CITY** and **CVAG** may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
- F. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by such Party, its officials, officers, employees, contractors, agents, and authorized volunteers. This section shall survive any expiration or termination of this Agreement.
- G. Notwithstanding anything herein to the contrary, **CITY** shall also indemnify **CVAG** against any third party claims or charges comprising pass-throughs of property taxes imposed upon structures located in the ROW by reason of **CVAG**'s attachments of facilities to such structures or improvements made to such structures in order to accommodate such attachments.

VI. Insurance

- A. Throughout the term of this Agreement, **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG** the following:
 - 1. General Liability Coverage. **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG**.

2. Automobile Liability Insurance. **CITY** shall maintain self-insurance or a program of self-insurance covering automobile covering bodily injury and property damage for all activities of District arising out of or in connection with activities or services to be performed under this Agreement. Evidence of such coverage shall be provided to **CVAG**.
 3. Workers' Compensation Insurance. **CITY** shall maintain self-insurance for Workers' Compensation Insurance (Statutory Limits) and Employer's Liability. Evidence of such coverage shall be provided to **CVAG**.
- B. Throughout the term of this Agreement, **CITY** shall cause its contractors, including any subcontractors or agents working on their behalf, 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. 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);
 3. 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.
- C. **CITY** shall provide **CVAG** with Certificates of Insurance evidencing coverage currently in effect prior to commencing access to any Licensed Fiber. All policies are to provide **CVAG** with thirty (30) days prior written notice of cancellation or any material adverse change in conditions. All policies shall name **CVAG** as an additional insured.

VII. Assignment

- A. **CITY** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CVAG**, which shall not be unreasonably withheld.
- B. **CVAG** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CITY**, which shall not be unreasonably withheld.
- C. Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

VIII. Termination

The Parties shall have the right to terminate this Agreement and the license granted herein under the following circumstances:

- A. **CVAG** may terminate this Agreement (a) upon thirty (30) days written notice with an opportunity to cure within ten (10) days therefrom in the event that **CITY** commits a material breach of this Agreement, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or becomes insolvent or becomes subject to direct control by a trustee,

receiver or similar authority or uses the Licensed Fiber for any unlawful purpose or (b) upon sixty (60) days written notice in the event that **CVAG** for any reason intends to cease operation or maintenance of the CV Sync Network or any applicable portion thereof, or ceases to have rights to operate or maintain the CV Sync Network or any applicable portion thereof.

- B. **CITY** may terminate this agreement upon sixty (60) days written notice.
- C. In the event of termination in accordance herewith for any reason, **CITY** shall remove all fiber optic cable, equipment, electronics, lasers and fiber or other facilities installed by **CITY** in the CV Sync Network within sixty (60) days after the effective date of the termination. All costs of any kind arising from removal of **CITY's** equipment, lasers and fiber or other facilities shall be borne entirely by **CITY**.

IX. General Provisions

- A. No waiver of any 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.
- B. This Agreement is made and entered into for the sole protection and benefit of **CVAG** and **CITY** and no third person shall have any right of action under this Agreement.
- C. This Agreement is for **CITY** use of Licensed Fiber only for uses as stated herein and nothing herein shall be construed so as to constitute **CITY** as an owner or a partner or joint venture with **CITY** as to the Project.
- D. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rate share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Riverside County. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party.
- E. **CITY** and **CVAG** warrant that all aspects of the Project undertaken by them shall be undertaken in compliance with all applicable local, state and federal rules, regulations and

laws. **CITY** 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.

- F. **CITY** and **CVAG** and their successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
- G. No officer or employee of **CVAG** or **CITY** shall be personally liable to **CITY** or **CVAG** (respectively), in the event of any default or breach by the breaching Party, or for breach of any obligation of the terms of this Agreement.
- H. No officer or employee of **CVAG** or **CITY** 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.
- I. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS; sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **CITY**:

Bryan Montgomery
City Manager
City of Indio
100 Civic Center Drive
Indio, CA 92201
Telephone: (760) 391-4000

If to **CVAG**:

Tom Kirk
Executive Director
Coachella Valley Association of Governments
74-199 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.

- J. 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.
- K. 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.

- L. 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.
- M. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.
- N. 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.
- O. **CITY** and **CVAG** warrant 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.
- P. 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. This Agreement may be executed by electronic signatures.

SIGNATURES ON FOLLOWING PAGE(S)

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

ATTEST:

CITY

By: _____
Steven Graham, City Attorney

By: _____
Bryan Montgomery, City Manager

ATTEST:

CVAG

By: _____
Allen McMillen, Contract Analyst II

By: _____
Tom Kirk, Executive Director

ATTACHMENT "A"

IDENTIFICATION OF CVAG FIBER OPTIC CABLE AND LICENSED FIBER

[To Be Inserted Prior to Agreement Execution]

DRAFT

**LICENSE AGREEMENT
BY AND BETWEEN CVAG AND CITY OF INDIO
FOR THE
CO-LOCATION OF CITY OF INDIO BROADBAND FIBER OPTIC CABLE WITH CVAG CV
SYNC CONDUIT**

THIS AGREEMENT is made and entered into this **29th day of September, 2025**, by and between the **City of Indio**, a municipal corporation, ("**CITY**") and the **Coachella Valley Association of Governments (CVAG)**, a California joint powers authority. **CVAG** and **CITY** are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Reference of such agreement is made as to the following background facts and circumstances:

RECITALS

- A. **CVAG** has planned for the regional synchronization of traffic signals, the modernization and standardization of hardware and software, and preparation for future intelligent transportation system infrastructure ("ITS") in the Coachella Valley generally known as the "Coachella Valley Regional Traffic Signal Synchronization Program" or "CV Sync"; and
- B. **CITY** is developing a broadband fiber network to serve municipal facilities, residents and businesses along corridors included in the scope of the CV Sync project; and
- C. In February 2018, the **CVAG** Executive Committee ("Executive Committee") approved the Master Plan for CV Sync; and
- D. The approved CV Sync Master Plan includes conduit and fiber optic cable that reserves fibers not only for the traffic management systems, communications and ITS elements, but it also includes reserving fibers for future applications such as Smart Cities and others for the future; and
- E. In 2018, **CITY** and **CVAG** executed a Multi-Agency Participating Agreement for Coachella Valley Regional Traffic Signal Synchronization Program; and
- F. In February 2021, the Executive Committee awarded the construction of Phase I of the CV Sync project; and
- G. In December 2022, the Executive Committee awarded the construction of Phase II of the CV Sync project; and
- H. The CV Sync project installed fiber optic cable in either conduits owned by **CITY** or conduits owned by **CVAG**, with construction plans for the CV Sync projects indicating the ownership of said conduits; and
- I. In June 2023, the Executive Committee authorized a contract change order with Crosstown Electric and Data, Inc., and a reimbursement agreement with **CITY** to cover all costs associated with the co-location of **CITY** broadband fiber with the construction of the CV Sync Phase II project; and
- J. In October 2023, **CITY** authorized a reimbursement agreement with **CVAG** in an amount not to exceed \$900,000 for work related to the co-location of **CITY** broadband fiber with the construction of CV Sync Phase II; and

- K. In February 2024, **CVAG** and **CITY** executed said reimbursement agreement for co-location of **CITY** broadband fiber with the construction of CV Sync, including provisions for City to use for municipal purposes a portion of the CV Sync fiber optic cable for municipal purposes; and
- L. **CITY** is developing a fiber network to serve residents and businesses and desires to co-locate said network with the CV Sync conduit; and
- M. The intent of the Parties is to increase broadband access to businesses and residents of the Coachella Valley in a manner that reduces costs of investment, speeds time to market and preserves public right of way (ROW) for future public safety needs; and
- N. The Parties desire to enter into an agreement to govern the terms and conditions under which **CVAG** will reserve certain conduits or space within its conduits to accommodate the installation and maintenance of **CITY**'s fiber optic cable for the use of **CITY** in connection with implementation of broadband fiber optic cable and related equipment installation in the ROW by **CITY** or **CITY**'s contractors, vendors, and assigns. Said Conduit, subject to this Agreement, is specifically identified in Attachment "A" and incorporated by reference herein.

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

I. Definitions

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

- A. "Access Point" means a Manhole, Vault, Pull Box, Junction Box, Pull Box, Hub or Pedestal through which the CV Sync Network may be accessed for the purposes of running and accessing fiber optic cable.
- B. "Authorized Contractors" means third party contractors (whether contracted by **CITY** or contracted by **CVAG**) that have been approved and authorized by **CVAG**, have all required licensing, bonding, and insurance, to utilize Access Points and to make splices or perform other work on the CV Sync Network as provided for in this Agreement.
- C. "CV Sync Network" means the conduit, fiber optic cable and related infrastructure comprising the Coachella Valley Regional Traffic Signal Synchronization Program.
- D. "CVAG Conduit" refers to the physical pipe or tube owned by **CVAG** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- E. "CVAG Fiber Optic Cable" means fiber optic cable and related infrastructure owned by **CVAG** in the CV Sync Network identified in Attachment "A" to this Agreement.
- F. "Fiber Route Map" means the map of the composite routes of the CV Sync Network. The Fiber Route Map shall be updated and provided in "As-Built" form as necessary to reflect

modifications to the Fiber Segments or additional Fiber Segments in accordance with this Agreement.

- G. "Fiber Segment" means a continuous run of multi-strand fiber optic cable covering a portion of a fiber cable route.
- H. "Junction Box" means a box where fiber optic cable splices and connections are made and accessed and to access conduit.
- I. "City Conduit" refers to the physical pipe or tube owned by **CITY** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- J. "Licensed Conduit" means a portion of CVAG Conduit specifically identified in Attachment "A" to this Agreement, which shall be reserved and/or designated for **CITY** to use in accordance with and subject to the terms of this Agreement. Said conduit may be owned by **CITY** or by **CVAG**. If said conduit is owned by **CITY**, **CITY** has executed a Participation Agreement with **CVAG** allowing **CVAG** to access **CITY** signal controllers, signal communications systems, traffic management system, arterial management systems, video management systems, and other ITS technologies (hardware and software) to construct the CV Sync Network.
- K. "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- L. "Pedestal" means an above ground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.
- M. "Project" means the use of Licensed Fiber by **CITY**, including interconnections with fiber optic cable and related equipment owned by **CITY**.
- N. "Pull Box" means a buried box, with a lid that is even with the surface of the ground, used to store, terminate, splice or transfer fiber optic cable and access conduit.
- O. "Vault" means an underground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.

II. License

A. License Grant

Subject to the terms, conditions and limitations set forth herein, **CVAG** hereby grants to **CITY** a license and right for the use of Licensed Conduit for the installation and maintenance of fiber optic cable owned or employed by **CITY**. The duration of the foregoing license shall continue in perpetuity so long as the CV Sync Network installation remains in place and is in use by **CVAG** and its successors in interest and assigns, but nothing herein shall obligate **CVAG** to continue to maintain and operate the CV Sync Network or any portion thereof or during any periods in which **CVAG** is not otherwise using or planning to use the CV Sync Network. If only **CVAG** and **CITY** are utilizing the CV Sync Network, **CVAG** or its successors in interest shall give **CITY** prior written notice and a reasonable opportunity to assume responsibility for maintaining and operating each CV Sync Network segment before removing such CV Sync Network segment or ceasing to use such CV Sync Network segment for the provision of services. Except where **CVAG** is otherwise legally obligated to remove a CV Sync Network

segment in a shorter period of time, such prior notice shall be given at least ninety (90) days in advance of such removal.

B. Scope of Grant

1. **CVAG** shall provide **CITY** with access to the subject Licensed Conduit. To the extent that **CVAG** has authority to use and authorize third party use of Access Points, it will grant permission to Authorized Contractors to use such Access Points for installation, splicing and maintenance of Fiber in the Licensed Conduit as directed by **CITY** and at **CITY**'s sole cost, provided that the conduit capacity does not exceed limits recognized by industry standards. **CVAG** shall have no obligation whatsoever to install any additional conduit or to allocate any additional space in existing CVAG Conduit to meet the needs of **CITY**.
2. **CITY** shall undertake to obtain and provide all approvals, authorizations, coordination and supervision that is necessary in connection with its use of the subject Licensed Conduit and installation of fiber optic cable. Without limiting the foregoing, **CITY** shall have the sole responsibility for performing all activities and paying all costs necessary to install fiber within the Licensed Conduit and make the fiber operational, including but not limited to: (i) splicing the fiber to achieve interconnection between or within the applicable fiber segments and between the fiber and fiber optic cable belonging to others and (ii) providing, attaching and interconnecting equipment, electronics and lasers as required to transmit or receive optical signals via **CITY**'s fiber optic cable installed in the Licensed Conduit. **CITY** shall further have the sole responsibility for paying all costs and for constructing or otherwise providing facilities needed to connect the Licensed Conduit and **CITY**'s fiber optic cable to any other network or facilities via appropriate Access Points. Except as otherwise approved by **CVAG** (which approval shall not be unreasonably withheld), all installation of fiber optic cable in Licensed Conduit shall be carried out only by Authorized Contractors and, to the extent practicable, only during regularly scheduled maintenance windows or at other times that are reasonably convenient for **CVAG**.
3. **CVAG** and **CITY** agree and acknowledge that **CITY**'s use of Licensed Conduit and installation of **CITY**'s owned fiber optic cable within such Licensed Conduit does not and will not create or convey to **CITY** any ownership or property rights of any nature in the CV Sync Network or of any Access Points, aside from any portions of the CV Sync Network that are owned by **CITY** and subject to the terms of the Participation Agreement between **CITY** and **CVAG**. **CITY** may not encumber, offer as collateral, or allow any third-party claims or liens of any type on or against the CV Sync Network.
4. **CVAG** reserves the right to make inspections at any time during the construction or installation of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject Licensed Fiber for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

C. Designation of Licensed Fiber Strand

1. At any time following completion of the CV Sync Network construction and installation, **CITY** may notify **CVAG** of its desire to access the Licensed Conduit reserved for its use by **CVAG**. Such notice shall be written and shall be provided no fewer than sixty (60) days prior to the date on which **CITY** desires to access the CV Sync Network for purposes of installation of fiber optic cable. **CITY's** notice shall identify all of the following: (1) **CITY's** planned use for the fiber optic cable to be installed in Licensed Conduit, (2) the specific portions of the Licensed Conduit in which **CITY** intends to install, light and use fiber optic cable, (3) the Access Points **CITY** desires to use (if any) to access and splice the fiber optic cable to be run within Licensed Conduit, (4) all personnel or contractors that **CITY** proposes to use to perform any work activity involving the Licensed Conduit, including but not limited to construction and installation of fiber drops or laterals to ancillary Access Points or to lasers, electronics or other equipment, facilities or networks for purposes of lighting and using the fiber optic cable, and (5) **CITY's** plans for interconnecting with and using the fiber optic cable to be run within Licensed Conduit, including relevant technical and functional network specifications and design criteria for **CITY's** systems that may facilitate consultation and cooperation of **CITY** and **CVAG** in the interest of efficient and effective implementation of **CITY's** plans in accordance herewith.
2. Within ten (10) days following receipt of such initial notice, **CVAG** shall provide **CITY** with a diagram designating the specific Licensed Conduit that is available to **CITY** to run fiber optic cable hereunder and identified in **CITY's** notice.
3. To the extent that **CITY's** contractors will have access to any conduit that is not exclusively licensed to **CITY**, **CVAG** shall have the right to determine in advance whether **CITY's** personnel and/or proposed contractors are qualified to perform such work activities and may disapprove any proposed personnel or contractor in its sole reasonable discretion. **CVAG** shall identify the reasons for such disapproval in writing and **CITY** may propose alternate personnel or contractors.
4. **CITY** is solely responsible for obtaining all public, private or government approvals, authorizations, permits, certifications, easements, rights of way and attachment rights beyond those required for installation and maintenance within Licensed Conduit, if any, that are necessary in order for **CITY** to install, light and transmit or receive signals using the fiber optic cable installed in said Licensed Conduit, and shall provide documentary evidence thereof as and when reasonably requested by **CVAG**.

D. Limitations and Requirements for Use of CVAG Conduit and Fiber Strands

1. **CVAG** and **CITY** agree and acknowledge that **CITY** may use the Licensed Conduit for any lawful purpose for which the fiber optic cable is technically suited, provided that **CITY** shall use the fiber optic cable solely for its business purposes.
2. If **CVAG** determines for any reason that it is necessary to relocate, modify, underground or otherwise alter ("Relocation or Modification") all or any portion of Licensed Conduit, **CVAG** shall provide **CITY** written notification prior to making the proposed relocation, modification or alteration. Such notice shall be given at least sixty (60) days in advance except in circumstances in which **CVAG** is legally obligated to take action more promptly and the prior notification requirement of this section shall not apply to emergency

situations, in which case **CVAG** will give notice as quickly as is reasonably practicable. **CITY** shall have no responsibility for costs and expenses relating to any such Relocation or Modification of Licensed Conduit unless the Relocation or Modification is at the request of or required by **CITY** (if applicable). If and to the extent that such Relocation or Modification is required by reason of events or circumstances beyond **CVAG**'s reasonable control, **CITY** shall have sole responsibility for costs and expenses relating to any necessary rearrangement, relocation, modification or alteration of any of **CITY**'s fiber optic cable running within such Licensed Conduit and/or other equipment, electronics or lasers installed to light the subject fiber optic cable, or other facilities **CITY** has interconnected to the subject fiber optic cable that may result therefrom. However, if and to the extent that such Relocation or Modification is made at **CVAG**'s discretion or for **CVAG**'s benefit, **CVAG** and **CITY** shall share the costs on a pro-rata basis based upon the number of fibers utilized within the conduit.

3. Any fiber optic cable, equipment, electronics, lasers, or other network facilities provided by **CITY** shall be installed and maintained in accordance with the requirements and specifications of then current editions of the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), each of which are incorporated by reference in this Agreement. Further, **CITY** and its consultants and contractors shall at all times comply with the applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), with all applicable state and federal statutes and laws and with all applicable regulations, rules and orders issued by any state or federal agency having jurisdiction thereof, including without limitation the Federal Communications Commission, the California Utilities Board or other applicable regulatory agency.
4. **CVAG** reserves the right to make periodic inspections at any time of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject fiber optic cable for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Except in the case of an emergency, **CVAG** shall give **CITY** 48 hours' notice before carrying out such inspections and **CITY** shall be permitted, but not required, to have a representative present for such inspections. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such periodic inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

III. Maintenance

- A. **CVAG** shall maintain or arrange for maintenance of all CV Sync Network and facilities interconnected with or comprising a part of the CV Sync Network that are owned by **CVAG**, provided that **CVAG**'s obligation to maintain such facilities shall not in any way extend beyond the term of any other agreement with **CITY** for ROW use or equipment attachments to **CITY**'s facilities and provided further that such obligation shall cease earlier as to any CV Sync Network segments with respect to which **CVAG** and its successors in interests either: (1) lose the necessary attachment and access rights to enable such maintenance; or (2) permanently cease to use such CV Sync Network segments, provided that before removing any such CV

Sync Network segment **CVAG** gives **CITY** prior written notice and an opportunity to assume responsibility for maintaining and operating such CV Sync Network segment as provided in Section II.A.

- B. **CITY** shall have sole responsibility for maintaining all of its fiber optic cable, equipment, electronics, lasers and other facilities installed in Licensed Conduit or interconnected to the fiber optic cable installed in Licensed Conduit. **CITY** shall maintain its equipment, electronics, lasers and interconnecting fibers and facilities in good repair and in a manner that will not interfere with or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network running within the same Licensed Conduit. If **CITY's** equipment or facilities should cause any type of interference with, or degradation of, any signal, transmission or telecommunications on the CV Sync Network, **CITY** agrees to correct the condition within twenty-four (24) hours for any problem causing a degradation, but not disruption, of any signal, transmission or telecommunications on the CV Sync Network. If **CITY** fails to take such corrective action, **CVAG** may in its sole discretion correct said condition at **CITY's** expense. **CVAG** shall notify **CITY** in writing prior to performing such work whenever practicable. When **CVAG** reasonably believes, however, that such conditions pose an immediate threat to public safety or interfere with the performance of **CVAG's** service obligations or pose an immediate threat to the physical integrity of the CV Sync Network or other facilities, **CVAG** may perform such work and/or take such action, including temporary disconnection of **CITY's** equipment and facilities from the CV Sync Network, that it reasonably deems necessary without first giving written notice to **CITY**. **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in taking such corrective actions if **CVAG** shows that the problem was in fact caused by **CITY's** equipment or facilities. **CVAG** shall bear the cost of any reconnection or restoration of **CITY's** equipment or facilities that is made necessary as a result of **CVAG's** mistaken actions. **CVAG** shall be indemnified by **CITY** for such work in accordance with Section IV below.

IV. Liability and Damages

- A. **CITY**, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of **CVAG** and shall make an immediate report to **CVAG** of the occurrence of any such damage caused by its personnel, agents or contractors. **CITY** agrees to reimburse **CVAG** for all reasonable costs incurred by **CVAG** for repair or replacement of such facilities damaged by **CITY**, its personnel, agents and contractors.
- B. **CITY** shall be liable to **CVAG** for all of its actions or omissions that cause damage to the CV Sync Network, the Access Points and all other facilities and equipment associated with the CV Sync Network or that interfere with, disrupt or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network but shall not be liable for any special, indirect or consequential damages arising from **CITY's** actions or omissions.
- C. **CVAG** shall not be liable to **CITY** for any special, indirect or consequential damages arising from any interruption or degradation of **CITY's** communications carried on fiber optic cable installed within Licensed Conduit.
- D. **CITY** shall not be liable to **CVAG** for any special, indirect or consequential damages arising from any interruption or degradation of **CVAG's** communications carried on fiber optic cable installed within Licensed Conduit.

V. Mutual Indemnification

- A. **CITY** hereby agrees to defend and indemnify **CVAG**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as "**CVAG**"), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CVAG**, arising solely out of the acts or omissions of **CITY** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CVAG** may participate at its own expense in the defense of any claim, action or proceeding. **CVAG** shall notify **CITY** promptly of any claim, action or proceeding and cooperate fully in the defense.
- B. **CVAG** hereby agrees to defend and indemnify **CITY**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as **CITY**), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CITY**, arising solely out of the acts or omissions of **CVAG** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CITY** may participate at its own expense in the defense of any claim, action or proceeding. **CITY** shall notify **CVAG** promptly of any claim, action or proceeding and cooperate fully in the defense.
- C. **CITY** hereby agrees to defend itself, and **CVAG** hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. In such cases, **CITY** and **CVAG** agree to retain their own legal counsel, bear their own defense costs and waive their right to seek reimbursement of such costs, except as provided in subsection (E) below.
- D. Notwithstanding subsection (C) above, in cases where **CITY** and **CVAG** agree in writing to a joint defense, **CITY** and **CVAG** may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. Joint defense counsel shall be selected by mutual agreement of **CITY** and **CVAG**. **CITY** and **CVAG** agree to share costs of such joint defense and any agreed settlement in equal amounts, except as provided in subsection (E) below. **CITY** and **CVAG** further agree that neither party may bind the other to a settlement agreement without the written consent of both **CITY** and **CVAG**.
- E. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, **CITY** and **CVAG** may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
- F. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by such Party, its officials, officers, employees, contractors, agents, and authorized volunteers. This section shall survive any expiration or termination of this Agreement.
- G. Notwithstanding anything herein to the contrary, **CITY** shall also indemnify **CVAG** against any third-party claims or charges comprising pass-throughs of property taxes imposed upon structures located in the ROW by reason of **CVAG**'s attachments of facilities to such structures or improvements made to such structures in order to accommodate such attachments.

VI. Insurance

- A. Throughout the term of this Agreement, **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG** the following:
1. General Liability Coverage. **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG**.
 2. Automobile Liability Insurance. **CITY** shall maintain self-insurance or a program of self-insurance covering automobile covering bodily injury and property damage for all activities of District arising out of or in connection with activities or services to be performed under this Agreement. Evidence of such coverage shall be provided to **CVAG**.
 3. Workers' Compensation Insurance. **CITY** shall maintain self-insurance for Workers' Compensation Insurance (Statutory Limits) and Employer's Liability. Evidence of such coverage shall be provided to **CVAG**.
- B. Throughout the term of this Agreement, **CITY** shall cause its contractors, including any subcontractors or agents working on their behalf, 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. 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);
 3. 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.
- C. **CITY** shall provide **CVAG** with Certificates of Insurance evidencing coverage currently in effect prior to commencing access to any Licensed Fiber. All policies are to provide **CVAG** with thirty (30) days prior written notice of cancellation or any material adverse change in conditions. All policies shall name **CVAG** as an additional insured.

VII. Assignment

- A. **CITY** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CVAG**, which shall not be unreasonably withheld.
- B. **CVAG** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CITY**, which shall not be unreasonably withheld.
- C. Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

VIII. Termination

The Parties shall have the right to terminate this Agreement and the license granted herein under the following circumstances:

- A. **CVAG** may terminate this Agreement (a) upon thirty (30) days written notice with an opportunity to cure within ten (10) days therefrom in the event that **CITY** commits a material breach of this Agreement, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority or uses the Licensed Conduit for any unlawful purpose or (b) upon sixty (60) days written notice in the event that **CVAG** for any reason intends to cease operation or maintenance of the CV Sync Network or any applicable portion thereof, or ceases to have rights to operate or maintain the CV Sync Network or any applicable portion thereof.
- B. **CITY** may terminate this agreement upon sixty (60) days written notice.
- C. In the event of termination in accordance herewith for any reason, **CITY** shall remove all fiber optic cable, equipment, electronics, lasers and fiber or other facilities installed by **CITY** in the CV Sync Network within sixty (60) days after the effective date of the termination. All costs of any kind arising from removal of **CITY**'s equipment, lasers and fiber or other facilities shall be borne entirely by **CITY**.

IX. General Provisions

- A. No waiver of any 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.
- B. This Agreement is made and entered into for the sole protection and benefit of **CVAG** and **CITY** and no third person shall have any right of action under this Agreement.
- C. This Agreement is for **CITY** use of Licensed Conduit only for uses as stated herein and nothing herein shall be construed so as to constitute **CITY** as an owner or a partner or joint venture with **CITY** as to the Project.
- D. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rate share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the

dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Riverside County. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party.

- E. **CITY** and **CVAG** warrant that all aspects of the Project undertaken by them shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. **CITY** 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.
- F. **CITY** and **CVAG** and their successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
- G. No officer or employee of **CVAG** or **CITY** shall be personally liable to **CITY** or **CVAG** (respectively), in the event of any default or breach by the breaching Party, or for breach of any obligation of the terms of this Agreement.
- H. No officer or employee of **CVAG** or **CITY** 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.
- I. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS; sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **CITY**:

Bryan Montgomery
City Manager
City of Indio
100 Civic Center Drive
Indio, CA 92201
Telephone: (760) 391-4000

If to **CVAG**:

Tom Kirk
Executive Director
Coachella Valley Association of Governments
74-199 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.

- J. 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.
- K. 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.
- L. 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.
- M. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.
- N. 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.
- O. **CITY** and **CVAG** warrant 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.
- P. 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. This Agreement may be executed by electronic signatures.

SIGNATURES ON FOLLOWING PAGE(S)

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

ATTEST:

CITY

By: _____
Steven Graham, City Attorney

By: _____
Bryan Montgomery, City Manager

ATTEST:

CVAG

By: _____
Allen McMillen, Contract Analyst II

By: _____
Tom Kirk, Executive Director

ATTACHMENT "A"

IDENTIFICATION OF LICENSED CONDUIT(S)

[To Be Inserted Prior to Agreement Execution]

DRAFT

ITEM 6D

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: Contract Amendment with Alta Planning & Design for CV Link

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

Recommendation: Authorize the Executive Director to execute Amendment No. 16 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$148,000

Background: As CVAG strives to finalize construction, it is essential to collaborate with CV Link's primary design team – Alta Planning and Design – to consider the existing field conditions, address contractor inquiries, obtain necessary agency approvals, and conclude the project. Staff is recommending Amendment No. 16, which would allocate additional funding in order to cover design and engineering support through final completion of the remaining segments, including the work along Highway 111 in the City of Palm Springs and the crossing of the Union Pacific Railroad in Indio.

Alta's work with the project dates back to July 18, 2014, when the CVAG Executive Committee approved a contract with for planning, design and engineering services related to CV Link in an amount of \$6,217,000, plus a 10 percent contingency. The contract has been amended by the Executive Committee many times over the years as the route was adjusted and CV Link went from a concept to a project under construction. The most recent amendment was in April 2025, when the Executive Committee approved a not-to-exceed amount of \$198,000. The scope of the current contract includes various tasks, such as design and construction support.

Alta has played an integral role in the development of CV Link, and their experience with the project cannot be replicated. The team has extensive expertise in the field of active transportation and has been a resource not only to CVAG but to member jurisdictions as the design was being finalized. Alta, along with its subconsultants, is assisting CVAG throughout the construction phase. This involves replying to information requests, participating in construction coordination meetings, and making necessary adjustments to plans as needed for permits. Alta maintains a strong partnership with Anser Advisory Group, the team managing the CV Link construction, to tackle any design modifications required during the construction process. When appropriate, Anser leads the effort by working with the construction contractor to find solutions; subsequently, those contractors collaborate with Alta to finalize the design changes, allowing work to proceed.

The outlined tasks in this amendment include ongoing coordination with Caltrans regarding the section along Highway 111 in Palm Springs, with Union Pacific Railroad concerning the undercrossing in the City of Indio, and with Riverside County Flood Control District concerning the Ramon Road undercrossing in the City of Cathedral City. Alta also provides ongoing project support throughout the closeout phase of project completion.

Staff is recommending Amendment No. 16, allocating additional funding through December 2025 when the contract expires. The authorization would also allow the Executive Director and/or Legal Counsel to make minor, clarifying contract changes prior to execution.

Fiscal Analysis: Amendment No. 16 includes a not-to-exceed amount of \$148,000 and brings the total authorized amount to \$12.2 million. The cost of services will be paid for from existing funding sources for CV Link.

Attachment: Amendment No. 16 to Alta's contract and scope of work

AMENDMENT NUMBER SIXTEEN
to the
ALTA PLANNING + DESIGN - CVAG
DESIGN AND ENGINEERING SERVICES AGREEMENT
for the
CV LINK PROJECT

This **AMENDMENT NUMBER SIXTEEN** is made and entered into this **29th day of September 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Alta Planning + Design (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 for the CV Link Project.

- 1. This Amendment Number Sixteen authorizes CVAG funds in the amount not to exceed \$148,000**

Summary

Previously authorized Active Transportation Program federal funds as noted in Revised Executive Committee report 9-29-15	\$ 6,217,000
Amendment Number One	\$ 239,000
Amendment Number Two	\$ 204,238
Amendment Number Three	\$ 106,302
Amendment Number Four (Contract Extension Only)	\$ 0
Amendment Number Five	\$ 1,260,287
Amendment Number Six	\$ 1,359,550
Amendment Number Seven (Contract Extension Only)	\$ 0
Amendment Number Eight	\$ 438,438
Amendment Number Nine	\$ 578,211
Amendment Number Ten	\$ 551,352
Amendment Number Eleven (Contract Extension Only)	\$ 0
Amendment Number Twelve	\$ 287,500
Amendment Number Thirteen	\$ 334,000
Amendment Number Fourteen	\$ 295,000
Amendment Number Fifteen	\$ 198,000
Amendment Number Sixteen	\$ 148,000
Current Cost for CV Link Project	\$12,216,878

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALTA PLANNING + DESIGN

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Mike Rose, Vice President

Exhibit A. Scope of Work

Introduction and Understanding

This scope of work has been prepared at the request of Coachella Valley Association of Governments (CVAG) to provide services for continued Construction Assistance of CV Link Segment 1, Segments 3-5, Segment 6, Community Connector Projects and other design, engineering and coordination tasks as directed by CVAG to support this and future CV Link segments. These fees will be billed on a time and materials basis, as directed by CVAG, up to completion of the task.

Alta offers the following scope of work:

1. HWY 111 Work

Respond to request for information from contractor and Caltrans inspection representatives. Prepare details and document field changes, including work by traffic engineer, if required.

Estimated Fee \$25,000

2. Ramon Road Undercrossing

Prepare plan modifications as required by Riverside County Flood Control District (RCFCD) and City. Respond to request for information from contractor and RCFCD. Assist with encroachment permit documentation. Prepare details and document field changes, including Hydrology and hydraulic sub consultants.

Estimated Fee \$38,000

3. UPRR undercrossing in Indio

Respond to request for information from contractors, City & Union Pacific Railroad inspection representatives. Prepare details and document field changes as required.

Estimated Fee \$20,000

4. Misc. Signage & Project Support

PMT meetings, RFI responses, plan adjustments and other tasks as directed by CVAG. These include work for Segments 1, 3-6 and the Community Connectors This is inclusive of tasks that arise that require services from Alta and/or our subcontractors on this project. These include updates to signage plans, design changes, permit drawings and exhibit drawings and general support for Accenture (formerly Anser) and CVAG.

Estimated Fee \$65,000

**Exhibit B.
Price Formula**

Estimated Fee

	Task	Estimated Fee
1	Hwy 111 Work	\$ 25,000.00
2	Ramon Road Undercrossing	\$ 38,000.00
3	UPRR Undercrossing	\$ 20,000.00
4	Misc. Signage & Project Support	\$ 65,000.00
	Total:	\$ 148,000.00

**Exhibit C.
Schedule**

Task

1. Hwy 111 Work
2. Ramon Road Undercrossing
3. UPRR Undercrossing
4. Misc. Signage & Project Support

Expected Completion Dates

Ongoing through duration of construction
Ongoing through duration of construction
Ongoing through duration of construction
As needed

DRAFT

ITEM 6E

Coachella Valley Association of Governments Transportation Committee

August 25, 2025



STAFF REPORT

Subject: CV Link at Union Pacific Railroad Right-of-way

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

Recommendation: Authorize the Executive Director to spend an additional \$100,000 on flagging services and associated work related to CV Link under Union Pacific Railroad in the City of Indio

Background: On April 26, 2024, the CVAG Executive Committee approved a Public Pedestrian Underpass Agreement with Union Pacific Railroad (UPRR). This agreement required a one-time licensing, engineering, and construction fee of \$164,000. In addition, the agreement required CVAG to pay for flagging services at a standard prevailing wage rate of \$1,400 daily to UPRR's vendor, National Railroad Safety Services (NRSS). This service is required whenever the contractor passes under the railroad, or in and out of UPRR's right-of-way.

On February 24, 2025, the Executive Committee authorized the Executive Director to spend a not-to-exceed amount of \$250,000 for flagging services. An additional \$100,000 was authorized in June 2025 after construction took longer than anticipated. Much of this extra work related to an existing high-pressure gas line within the work zone. The depth of this gas line was unknown, so the contractor had to avoid certain areas while working with the gas company to determine the depth of the gas line. This extended the working days, leading to an increase in additional flagging services for the work within the UPRR right-of-way.

When the previous amendment was brought forward, staff had anticipated work would continue through June 2025. However, work continued throughout the summer. While the majority of the undercrossing pathway is now completed, the outstanding work includes the installation of a canopy structure to protect CV Link users from objects dropped or ejected from the trains passing overhead. The concrete foundations for the canopy protection structures have been installed but the canopy structures are still being fabricated. Once the canopy structures are fabricated, they can be erected. In the meantime, the contractor continues to work under the railroad installing solar pathway lights and striping. This work requires continued flagging services. It is now anticipated that the project will be completed by September 2025.

Staff are now recommending an additional \$100,000 for this work, increasing the Executive Director's authority to \$450,000, for flagging services at the UPRR undercrossing.

Fiscal Analysis: The recommended action will add an additional \$100,000, increasing the Executive Director's authority to \$450,000, for flagging services at the UPRR undercrossing. Based on the required services, it has been determined that NRSS's weekly costs average just under \$10,000 per week.

ITEM 7A

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: CalSTA Secretary Toks Omishakin's Statewide Efforts to Improve Safety and Implications for Varner Road

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

Recommendation: Receive a presentation from the California State Transportation Agency and authorize the Executive Director to take any necessary steps to coordinate with state agencies to expedite improvements along Varner Road, including entering agreements and submitting funding applications

Background: Varner Road is primarily a two-lane roadway with a history of challenges. It also is a frontage road to the neighboring Interstate 10 (I-10), which has had to close various segments due to traffic collisions, special events and, in recent years, flooding. When Tropical Storm Hilary struck the Coachella Valley with an unprecedented destructive force in August 2023, dozens of roads and I-10 were impassable. Thousands of cars and trucks were detoured from the highway and onto a makeshift bypass route that extended from Washington Street to Palm Drive in Desert Hot Springs by utilizing Varner Road.

In December 2024, after a public procurement process, CVAG's Transportation and Executive Committees authorized the Executive Director to execute a contract with Dokken Engineering to complete CV Sync Phase III design and engineering work along Varner Road, which would incorporate a 22-mile stretch into the regional signal synchronization program. The 2024 authorization also funded a feasibility study of utilizing Varner Road as an I-10 bypass. The Varner Road improvements, which extend from Palm Drive to Avenue 42, were evaluated from a traffic safety and capacity perspective with development of design alternatives to present solutions to the existing drainage issues. The work included looking at what improvements are needed to allow Varner Road to serve as the de-facto bypass to I-10 during emergency/incident management events. The feasibility study, which was completed earlier this year, recommended intersection improvements that will allow Varner Road to function as a bypass in the case of future I-10 closures. These improvements include constructing additional turn pockets, widening the intersections, and improving traffic signal coordination.

At the time of the authorization, CVAG staff identified a partnership with Caltrans to develop an Integrated Corridor Management Plan as a component of the Varner Road improvements. In recent weeks, CVAG staff has been approached about a new partnership with the California State Transportation Agency (CalSTA).

At the August meeting, Transportation Committee members will receive a presentation from Rachel Carpenter, who is currently in a limited term role as CalSTA's Deputy Secretary for Safety and Enforcement. CalSTA is a cabinet-level agency that develops and coordinates transportation policies and programs to achieve cohesion between Caltrans and the state's other transportation

departments including, but not limited to, the California Highway Patrol, Department of Motor Vehicles and the Office of Traffic Safety. CalSTA recently contacted Southern California Association of Governments (SCAG) and Riverside County Transportation Commission (RCTC) about Varner Road, and RCTC connected CalSTA with CVAG staff about an opportunity to collaborate. CalSTA has partnered with University of California Berkeley's Safe Transportation Research and Education Center (SafeTREC) to identify the corridors across California where fatal and serious injury crashes are most concentrated. The goal is that by identifying high-risk segments, CalSTA can prioritize the places where investments can make the biggest impact on safety. SafeTREC's analysis, shows that Varner Road, specifically between Bob Hope Drive and Boca Chica in unincorporated Riverside County, ranks in the top five of the state's Priority Safety Corridors.

While an unfortunate designation, initial conversations between CVAG and CalSTA staff, as well as with coordination with County of Riverside staff, indicate that identifying Varner Road as a top Priority Safety Corridor could open up new opportunities for funding improvements. Caltrans Local Assistance has indicated they could provide funding for revised Preliminary Engineering work so that CVAG could expand its engineering efforts to include safety countermeasures. Once this work is complete, CalSTA officials have indicated support for finding construction funding, likely through the Highway Safety Improvement Program (HSIP).

CVAG staff is recommending the Transportation Committee receive the presentation and then authorize the Executive Director to take any necessary steps to coordinate with CalSTA and other state agencies to expedite improvements along Varner Road, including entering agreements and submitting funding applications.

Fiscal Analysis: Costs related to coordinating with CalSTA, Caltrans and other state departments is covered under existing staff time.

CVAG approved a contract with Dokken Engineering for \$5,148,209, including a 10% contingency. The existing scope of work includes the CV Sync Phase III design and engineering work, as well as a feasibility study of the I-10 bypass that required hydrology and preliminary engineering work. CVAG staff will return to the Transportation and Executive Committees at a later date to address any additional work that might be needed.

ITEM 7C

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: Contract Amendment for CV Sync Phase II Construction Management

Contact: Mark Lancaster, Assistant Director of Transportation (mlancaster@cvag.org)

Recommendation: Authorize the Executive Director to execute Amendment No. 3 to the agreement with TKE Engineering, Inc. for an additional not-to-exceed amount of \$1,650,000 through September 2026 for construction management services related to CV Sync Phase II

Background: Construction on Phase II of the CV Sync traffic signal coordination project is entering its final year. Work on CV Sync Phase I was completed in June 2024 and is now being operated and managed by CVAG staff. On-going construction of Phase II will bring improvements to approximately 400 additionally intersections in the project's participating jurisdictions. The total number of intersections for both phases will exceed 500 intersections. Future phases of CV Sync – Phase III along Varner Road and Phase IV in the City of Rancho Mirage – are discussed in separate staff reports as part of this agenda.

The CV Sync traffic signal coordination project is the largest multi-jurisdictional project of its kind in the nation. A construction project of this magnitude often requires a construction manager and CVAG solicited proposals for this work in 2019. In a joint meeting of the CVAG Executive and Transportation Committee meeting on October 19, 2020, the Executive Director was authorized to execute a contract with TKE Engineering, Inc. for construction management services for the CV Sync Phase I project. TKE's services have included providing on-site oversight and inspection of the construction work and navigating the approvals with various project stakeholders. TKE's work has been critical to getting the project completed.

When construction of the CV Sync Phase 2 project was ready to begin, there was interest in retaining TKE for construction management services to maintain continuity between the two phases of the CV Sync project. On June 27, 2022, the Executive Committee, on the recommendation of the Transportation Committee, authorized the Executive Director to execute Amendment No. 1 to the agreement with TKE Engineering, Inc. for a total not-to-exceed amount of \$7,458,648 for construction management services during Phase II of CV Sync through March 2025.

At the time when the original construction management contract was negotiated with TKE Engineering, Inc., the anticipated schedule for completion was approximately three years. However, there have been numerous construction delays related to unmarked utilities, overlapping agency projects, environmental mitigation measures, utility service coordination and other permitting requirements. The scope of work has also expanded, which included bid alternative for work on Avenue 50, broadband improvements in the City of Indio, the establishment

of a Traffic Operations Center at the Empire Polo Grounds to improve traffic management to the music festivals and relocation of the Regional Traffic Management Center (RTMC). This extra work required additional inspection staff to witness the work to assure the work complied with the project plans and specifications at a time when it was anticipated that the number of inspectors required would decrease.

Construction schedule delays have also resulted in shifting a significant amount of construction to the final year, in part to address delays and rescheduling of utility agency work, which is out of CVAG's and the contractors' control. TKE is inspecting the work of numerous crews working at multiple locations throughout the Coachella Valley simultaneously. TKE has responded by preparing a staffing plan that will provide the necessary oversight to ensure that the project is completed per plan and in accordance with the approved specifications.

In addition to the extended construction period, TKE has had to manage numerous design changes with the engineer of record, coordinate with utility and local agencies to receive plan approval and work windows, develop updated specifications to account for the latest Caltrans format, and has played an integral role in obtaining the necessary encroachment permits required for construction.

In April 2025, the Executive Committee authorized the Executive Director to execute Amendment No. 2 to the contract with TKE Engineering, Inc., which added \$2,100,000 to the existing agreement. At the time, staff recommended this amendment with the anticipation it included adequate funding to complete the project. Unfortunately, CVAG is now four months into the implementation of the tasks specified in this amendment and it has become evident that the financial projection was inadequate and did not include crucial activities necessary to finalize the project. The forecasts for the needed inspections were underestimated at the time of the April request. Additionally, specialized inspections for connecting fiber optic strands have surpassed initial predictions. Furthermore, the anticipated labor hours required to manage equipment replacement have exceeded estimations for both Phase I and Phase II. It is also noteworthy that project closeout documentation and reporting were excluded from Amendment No. 2.

To address these on-site conditions and the requirement to augment TKE's scope of work, CVAG staff is now recommending the approval of Amendment No. 3 to the contract, which aims to broaden construction services until the project is completed. CVAG staff has reviewed and agrees with TKE's cost estimate to finalize the CV Sync Phase II project. It is expected that the installation of fiber optic cables, the installation of new equipment at traffic intersections, as well as the testing and integration of the overall system throughout the Coachella Valley will be largely completed by spring 2026, with an additional six months needed to conclude close-out of the program. Staff is providing the details of this cost estimate and staffing plan as an attachment. Amendment No. 3 does not alter the contract term, which remains set for September 30, 2026.

The recommended authorization would also allow the Executive Director and/or Legal Counsel to make minor, clarifying contract changes prior to execution.

Fiscal Analysis: Amendment No. 3 includes a not to exceed amount of \$1,650,000. The cost of services will be paid for from CVAG's regional transportation funding.

TKE was first contracted in December 2020 for a not-to-exceed contract of \$3,620,200 for the CV Sync Phase I project. Amendment No. 1, approved in June 2022, added \$7,458,648 for the CV

Sync Phase II project. Amendment No.2, approved in April 2025, added \$2,100,000 for the CV Sync Phase II project. This amendment will bring the total contract amount to \$14,828,848.

Attachments:

1. Amendment No 3 to TKE's contract and staffing plan
2. TKE letter dated August 15, 2025
3. Estimated Hours Breakdown

**AMENDMENT NUMBER THREE
TO THE
TKE ENGINEERING INC.
PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION MANAGEMENT
FOR THE
REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT (TSSP) PHASE II**

This **AMENDMENT NUMBER THREE** is made and entered into this **29th day of September 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency ("**CVAG**"), and **TKE ENGINEERING 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 December 1, 2020 for the Regional Traffic Signal Synchronization Project (TSSP) Phase II.

1. This Amendment Number Three authorizes the additional scope of services in accordance with the attached TKE Engineering Inc. letter dated August 15, 2025 for the not-to-exceed amount of **\$1,650,000**.
2. The total amount payable under this Agreement shall not exceed **\$14,828,848**.

Original Agreement	December 1, 2020	\$ 3,148,000
Original Agreement – Contingency	December 1, 2020	\$ 472,200
Amendment Number One	June 27, 2022	\$ 7,458,648
Amendment Number Two	April 28, 2025	\$ 2,100,000
Amendment Number Three	September 29, 2025	<u>\$ 1,650,000</u>
Total Amount Not to Exceed		\$14,828,848

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

TKE ENGINEERING INC.

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Terry Renner, Senior Vice President

Contract No. CVAG-20-020-03
Project: Regional Traffic Signal Synchronization (TSSP) Phase II Construction Management

Attachment A-1

**TKE Engineering Inc. – Regional TPPS Phase II Construction Management Services
Amendment No. 3
Additional Scope of Services and Compensation**

Please refer to the following TKE Engineering Inc. letter dated August 15, 2025.

DRAFT



August 15, 2025

Mr. Mark Lancaster
Coachella Valley Association of Governments

Subject: 2nd Proposal to Provide Additional Services for CV Sync, Phase 2 Project

Dear Mr. Lancaster:

TKE Engineering, Inc. is pleased to provide a proposal for professional construction management services to the Coachella Valley Association of Governments (CVAG). CVAG desires to retain professional services for the CV Sync Phase 2 Project. Previously, the project was extended both in duration and volume of work involving various extra work elements. At that time, contingency for construction management services including close-out of phase 1 were not included. The current proposal includes this contingency involving previously authorized services to close-out phase 1, as well as additional staffing support and project elements has been requested to accomplish completion and orderly transition of the CV Sync, Phase 2 project to the operations team. This proposal attempts to consider and include all currently known likely costs. However, depending on sequence of work and additional unknown services, it is impossible to state with certainty that all potential costs are included in this proposal.

TKE currently serves as the Construction Manager for the CV Sync, Phase 2 project on behalf of CVAG. TKE's services will continue to involve construction management and inspection services consistent with the original project contract including an extended scope and duration as described above and in the Scope of Services and Fee table below. TKE's Scope of Services and Fee Estimate is presented in the following Table:

	SERVICES	
1	<u>Project Close-Out</u> Phase 1 and Phase 2 of the CV Sync project were overlapped at the request of the client to accommodate the orderly construction and transition of elements of the CV Sync project to the operations phase and as-needed to ensure various updates and upgrades to the original Phase 1 project were completed. Substantial additional work was completed at the request of CVAG to extend the project twice and close-out elements including facilitation of as-built drawings, management of claims, extra work tickets, additional job walks and inspection, transition to operational capabilities, inventorying and storing equipment, facilitating altered system requirements and updated TSMO requirements. This fee proposal is an estimate of the level of additional effort which was expended in closing out the project to accomplish additional project requirements and changes (i.e. investigating Econolite VDS failures/inventory management/ barcode placement etc...) as	\$400,000.00

	requested by the client and necessary to comply with Caltrans LAPM requirements.	
2	<u>RTMC Support and Staffing</u> Additional staffing support for RTMC operations through fiscal year 2025 close.	\$300,000.00
3	<u>Project Changes As-requested</u> Additional project changes and incorporation/restart of work on Monterey and in the City of Rancho Mirage or Palm Desert including incorporation of existing elements of the Rancho Mirage network to complement the CVAG network.	\$450,000.00
4	<u>Additional Work as Directed</u> Provide additional work related to various project extra work and change orders as directed by CVAG management.	\$500,000.00
	Total:	\$1,650,000.00

The above listed costs are estimates of additional project costs and are therefore a requested addition to the existing contract amount. These will be invoiced on a time and materials basis per the original contract at the agreed rates. TKE will not invoice over these amounts without prior authorization from the Client. It is estimated that the current contract end would be June 30, 2026. TKE's scope was developed based on our understanding of the project provided by the plan set forwarded to our office as well as various serial letters and extra work requests submitted by the contractor as well as requests from CVAG and incorporation of Rancho Mirage into the project. TKE will invoice monthly in accordance with our rate schedule as agreed in the original contract. We will provide services as directed by CVAG.

We request that CVAG increase TKE's original budget by \$1,650,000.00.

This additional budget will be allocated to existing cost categories at TKE's discretion and in consultation with CVAG's Project Manager.

Again, thank you for the opportunity to submit our proposal to provide construction management services. If you have any questions, please contact me at (951) 680-0440 and/or at trenner@tkeengineering.com

Sincerely,



Terry Renner, P.E., L.S., Q.S.D.
Senior Vice President
TKE ENGINEERING, INC.

Coachella Valley Association of Governments (CVAG)

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT (TSSP) - PHASE II BID ADMINISTRATION, PRE-CONSTRUCTION ASSISTANCE AND CONSTRUCTION MANAGEMENT SERVICES

FEDERAL AID PROJECT NO. CML-6164 (024)

Consulting Fee

TKE ENGINEERING, INC.																			TRIUNITY, INC.																
Overall Project Manager (Terry Remer, PE, QSD)				Resident Engineer (Justin P Schlaefli, PE, TE, PTOE)				Assistant Resident Engineer (Marvin Lara, EIT)				Assistant Engineer				Lead Field Inspector (Stephen Biscotti)				Electrical Inspector (Tony Tran)				Electrical Inspector (Jeffrey Lynn)				Project Controls (Jennifer Nielson)				Integration Manager (Dean Erickson)			
Rate		Hours		Rate		Hours		Rate		Hours		Rate		Hours		Rate		Hours		Rate		Hours		Rate		Hours		Rate		Hours					
\$ 251.09		\$		\$ 235.4		\$		\$ 136.01		\$		\$ 86.31		\$		\$ 169.26		\$		\$ 169.26		\$		\$ 169.26		\$		\$ 317.22		\$ 194.71					
Task																																			
Bid Administration and Pre-Construction Assistance																																			
1.1 Evaluation of Scheduling																																			
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
1.2 Constructability Review / Risk Analysis																																			
1.3 Construction Project Advertising, Bid Analysis, and Award																																			
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
Construction Management																																			
2.1 Construction Oversight and Inspection ³⁾																																			
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
2.2 Contact Administration per FHWA and Caltrans Requirements																																			
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
2.3 Coordination of Agency Inspections and Acceptance																																			
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2.4 Office Engineering																																			
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
40		\$ 10,044		240		\$ 56,496		400		\$ 54,404		240		\$ 20,714		200		\$ 33,852		120		\$ 20,311		120		\$ 20,311		80		\$ 25,378		\$ 23,365			
2.5 Project Closeout																																			
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
2.6 RTMC Supporting and Staffing																																			
40		\$ 10,044		400		\$ 94,160		480		\$ 65,285		360		\$ 31,072		160		\$ 27,082		100		\$ 16,926		100		\$ 16,926		32		\$ 10,151		\$ 23,365			
2.7 Project Changes As-Requested																																			
64		\$ 16,070		400		\$ 94,160		480		\$ 65,285		320		\$ 27,619		200		\$ 33,852		140		\$ 23,696		140		\$ 23,696		24		\$ 7,613		\$ 23,365			
2.8 Additional Work as Directed																																			
Phase I Support																																			
3.1 Warranty Claims Support																																			
\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-		\$		-					
Subtotal:																																			
144		\$ 36,157		1,040		\$ 244,816		1,360		\$ 184,974		920		\$ 79,405		560		\$ 94,786		360		\$ 60,934		2,110		\$ 357,139		136		\$ 43,142		\$ 70,096			

Notes:

- 1.) Overhead Direct Costs Assume Contractor will Provide Bucket Trucks for Inspection Requirements
- 2.) TKE reserves the right to reallocate budget as needed.
- 3.) Inspection is Time and Materials as Needed. For Budget Purposes Assumes Similar Level of Effort for Phase I Requirements for Tracking Multiple Construction Crews
- 4.) Assumes No Training Will be Required

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT (TSSP) - PHASE II BID ADMINISTRATION, PRE-CONSTRUCTION ASSISTANCE AND CONSTRUCTION MANAGEMENT SERVICES

Consulting Fee

Notes:

- 1.) Overhead Direct Costs Assume Contractor Will Provide Bucket Trucks for Inspection Requirements
- 2.) TKE reserves the right to reallocate budget as needed.
- 3.) Inspection is Time and Materials as Needed. For Budget Purposes Assumes Similar Level of Effort for Phase I Requirements for Tracking Multiple Construction Crews
- 4.) Assumes No Training Will be Required

TKE Engineering, Inc.

ITEM 7D

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: CV Link Extension to Desert Hot Springs

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvag.org)

Recommendation: Authorize the Executive Director to execute a services contract with Dokken Engineering, not to exceed \$130,000, to conduct alternative analysis, conceptual planning, and provide grant application support for the CV Link Desert Hot Springs extension connection project

Background: With construction of CV Link's 40-plus miles nearing completion, CVAG staff is looking at how to move ahead with the next phases of creating a multi-modal network. The 2016 Conceptual CV Link Master Plan identifies two possible connections between CV Link and the City of Desert Hot Springs: one utilizing the Gene Autry/Palm Drive corridor and one using Garnet to Worsley Road via the existing Wall Road grade separation. While these alternate connections are not part of the current CV Link buildout, CVAG has contributed funding to a constellation of projects geared toward bicycle and pedestrian safety features along Palm Drive that could connect with an extension of CV Link into Desert Hot Springs. CVAG and Desert Hot Springs staffs have also identified the need to further study and determine the preferred routes to connect Desert Hot Springs to the CV Link. A significant challenge to connecting Desert Hot Springs to the CV Link includes the necessary crossings of Union Pacific Railroad (UPRR) and Interstate 10.

CVAG staff is now recommending an alternative analysis and conceptual plan to address the necessary crossings of UPRR and Interstate 10 and connect the CV Link to Desert Hot Springs. This will serve as a foundational document for future engineering and design work and inform funding applications for the eventual buildout of the identified extension to the City of Desert Hot Springs. In February 2025, CVAG advertised a Request for Proposals (RFP) to conduct alternative analysis and conceptual planning for the CV Link Desert Hot Springs extension project and support the development of grant applications for future project funding. CVAG received four proposals by the May 16, 2025 submittal deadline.

Consultant	Location
CR Associates	San Diego
Dokken Engineering	San Diego
Kimley-Horn Associates	Palm Desert
TKE Engineering, Inc.	Palm Desert

A committee comprised of staff from CVAG and the City of Desert Hot Springs evaluated the proposals and conducted interviews. Based on the feedback from the proposal evaluation committee, staff are now

recommending Dokken Engineering to complete the work. Their work will include analyzing existing conditions, evaluating possible crossings and alignments, conducting public outreach with key stakeholders and coordinating with CVAG on grant applications.

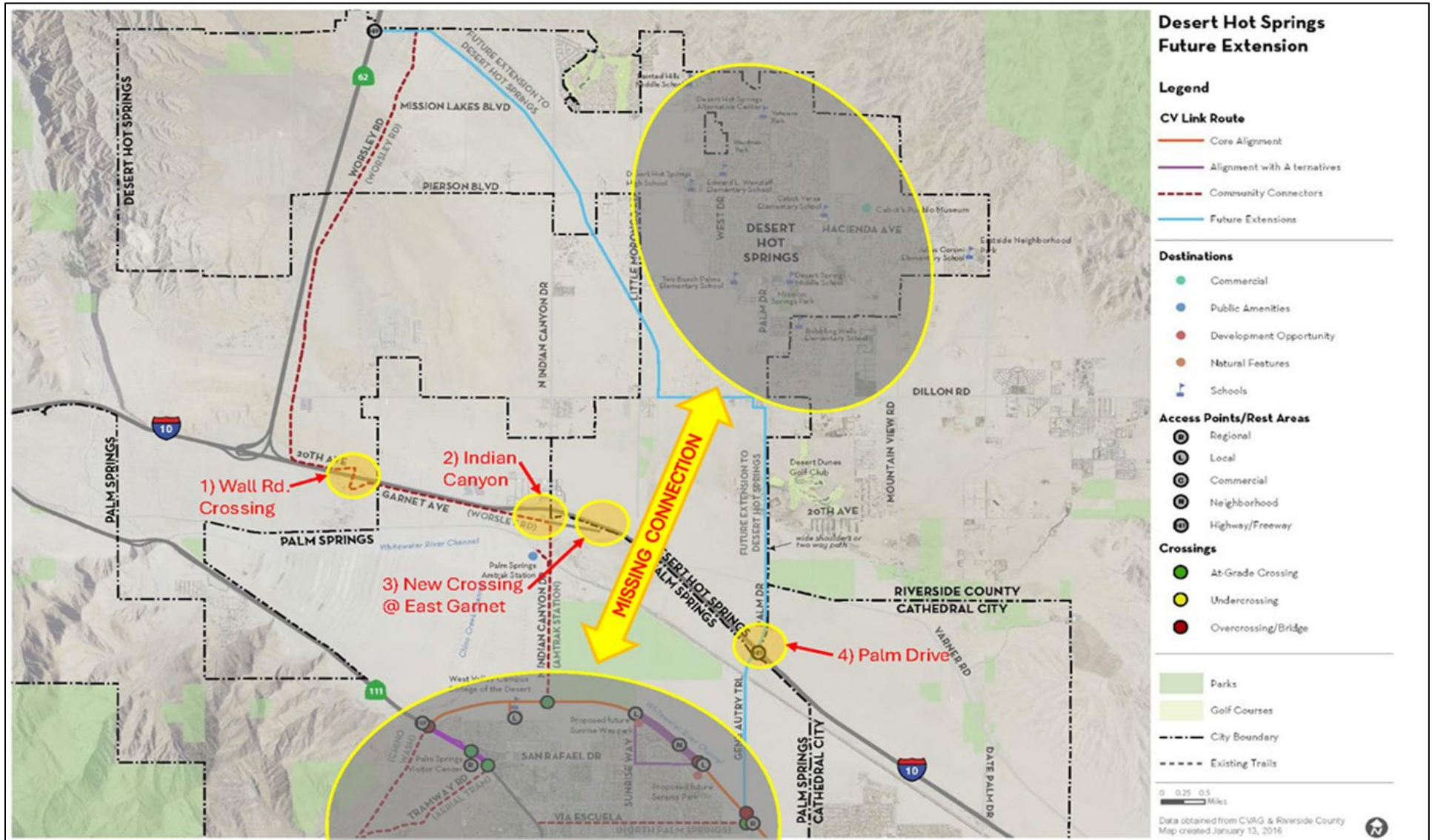
Staff is recommending Executive Director be authorized to execute a contract with Dokken Engineering to conduct the work. This authorization would also allow the Executive Director and/or Legal Counsel to make clarifying contract changes prior to execution. Upon authorization by the Executive Committee, CVAG staff will commence the project in October 2025. The effort to complete the alternative analysis and conceptual planning is expected to be substantially completed by June 2026.

Fiscal Analysis: The proposed fee from Dokken Engineering to conduct the alternative analysis, conceptual planning, and provide grant application support is \$130,000, including contingency funding. Regional transportation funding for this project was included CVAG's Fiscal Year 2025-26 Budget.

Attachments:

1. CV Link Master Plan Desert Hot Springs Extension Connection Project Map
2. Professional services contract for Dokken Engineering with Technical & Fee Proposals

CV Link DHS Extension - Connection Alternatives Concepts



SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
DOKKEN ENGINEERING

THIS AGREEMENT is made and effective as of **September 29, 2025** between the Coachella Valley Association of Governments ("CVAG") Dokken Engineering ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **September 29, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 31, 2026**, unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **PROFESSIONAL ENGINEERING SERVICES FOR CV LINK EXTENSION TO DESERT HOT SPRINGS STUDY** services consistent with the provisions of the Request for Bids/Proposals for the proposed **CV LINK EXTENSION TO DESERT HOT SPRINGS**, released on February 27, 2025, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended herein or by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Fees and Consultant's Proposal)

Exhibit C: Schedule

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$130,000**.

4. PERFORMANCE

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) Consultant shall invoice no less frequently than monthly and submit invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written description. The description shall provide detail about the types of activities and specific accomplishments during the period for which the payment is being made. CVAG shall only make payments in the form of Electronic Fund Transfer (EFT).

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

(g) Upon approval by 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 and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out 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 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. 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.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

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.

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.

(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.

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 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. 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.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without 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.

18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by

a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant: Dokken Engineering
John A. Klemunes, Jr., PE,
1450 Frazee Road, Suite 100
San Diego, CA 92108

19. ASSIGNMENT/PERSONNEL

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

20. 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.

21. 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.

22. LICENSES

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

23. GOVERNING LAW

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.

24. 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.

25. ENTIRE AGREEMENT

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

26. FORCE MAJEURE

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

DOKKEN ENGINEERING

By: _____
John A. Klemunes, Jr., PE, President

EXHIBIT "A"

SCOPE OF WORK

See following page.

DRAFT

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Subtask 1.1 Meetings and Coordination

Dokken will organize, attend, and facilitate meetings to provide progress updates and coordination between stakeholders, CVAG, and technical disciplines. For each meeting, The Dokken Team will provide meeting notices, agenda, and materials, and prepare meeting minutes. The following meetings are anticipated for this project:

Kickoff Meeting: Within 15 days of Notice to Proceed (NTP), Dokken will organize a kickoff meeting (in-person or remote as determined by CVAG) with all key personnel, design team members, agency and stakeholder representatives on the project.

Project Development Team (PDT) Meetings: The Project meetings will serve as the primary forum for reviewing the status of the project, reviewing document submittals, and identifying and resolving project design issues. Attendees are anticipated to include CVAG staff, Caltrans, Dokken Engineering, and consultant task leads. Throughout the anticipated duration of the project, Dokken plans to hold approximately six (6) monthly PDT Meetings.

Subtask 1.2 Project Administration

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

Task 1 Deliverables: Meeting Notices, Agendas, Minutes; Monthly Progress Reports; Project Schedule with Updates

TASK 2 – DATA COLLECTION AND ASSESSMENT

Subtask 2.1 As Built and Utility Inventory

Dokken will coordinate with CVAG staff to collect and review available as built data for use and reference associated with the project improvements. We will also perform the Dig Alert (811) Design Lookup for the project area to generate the list of potentially impacted utilities and create a Utility Coordination Matrix to track contact and potential conflict information. We will collect and map existing utility as-builts from agencies at potential structure locations to identify potential conflicts.

Task 2.2 Topographic Survey

Dokken will review readily available Nearmaps, Google Earth, and GIS information to generate the existing aerial mapping, 10-ft topographical contours, and right-of-way base maps to be used for the preliminary analysis. We will work with our surveying subconsultant, UNICO, to pull ortho rectified images from their data base service and map them into CAD.

Task 2.3 Field Review

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

- ✓ All roadway features including curb lines, structures, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways, bus pads, and sidewalk and pavement conditions.
- ✓ Signing and striping including overhead signs, street lighting, traffic signals, handholes, manholes, power poles, cabinets, fire hydrants, vaults, pull boxes, and other aboveground utility features.
- ✓ Other field conditions that might affect a design decision include but are not limited to landscaping and irrigation features, trees, private property features, drainage features, billboards, etc.

Task 2 Deliverables: Existing Utility Base Map; Existing Topographic and Right of Way Base Map; Field Notes

TASK 3 – ALIGNMENT EVALUATION

Task 3.1 Initial Alignment Alternative Analysis

Dokken will prepare initial alignments for each of the four proposed crossing locations. Dokken will utilize the information from the data collection and assessment task to minimize impacts to existing utilities and right-of-way. Dokken will evaluate the existing bridges mentioned in the RFQ to determine if retrofit or replacement is needed to accommodate the crossing.

Task 3.2 Evaluation Memo with Estimates and Exhibits

Dokken will prepare an evaluation memo that provides analysis of the four initial alignments. The criteria for evaluating the four alternatives will include construction costs, construction timeline, public safety, utility impacts, and right-of-way impacts. A draft evaluation memo will be submitted upon completion of initial concept alternatives with estimates and exhibits. The evaluation memo will then be finalized after review and response to comments.

Task 3.1 and 3.2 Deliverables: Initial Alignments; Concept Exhibits and Estimates; Draft/Final Evaluation Memo



Task 3.3 Public Outreach

Dokken will work with CVAG staff and project stakeholders to present the preferred alignments and I-10 crossing structure alternative(s) with stakeholders, business owners, and residents at a public outreach event to be coordinated jointly with CVAG. We will prepare exhibits and presentation materials for up to two (2) separate public outreach events, at separate locations within Palm Springs and Desert Hot Springs, as deemed appropriate by the PDT and Stakeholders. To facilitate the incorporation of public comments we will also prepare a webpage for this project, like the CV Link Extensions to Mecca-North Shore, which will make use of the existing CV Link webpage and recommend modifications as needed. Ideally the public outreach event will be coordinated near the submittal of the Draft Study, to be able to wrap comments into the Final Study.

Task 3.4 Grant Applications, Coordination, and Submittals (2)

Dokken will work with CVAG staff to research applicable grant funding opportunities for the whole project as well as potential portions of the whole based on grant focus. We will prepare up to two grant funding applications and utilize demographic data compiled for the project area by CVAG staff. Dokken will work to maximize grant funding opportunities by using appropriate language in our reports and applications. We will prioritize grant applications based on deadlines and work with CVAG staff to ensure the required application items are completely understood and processed in a timely manner.

Task 3.3 and 3.4 Deliverables: Public Outreach Materials (Exhibits, Mailers, Flyers, etc.); ATP, Complete Streets, SS4A, and Vision Zero Grant Funding Application Support

Exhibit “B”

PRICE FORMULA

See following page.

DRAFT

TASK DESCRIPTION	DOKKEN ENGINEERING						TOTAL HOURS	TOTAL COST
	Michael Greer, PE, TE Project Manager	Justin Thornber, PE Project Engineer	Charles Tornaci, PE Senior Engineer	Jason Andrews, SR/WA Right of Way	Assistant Engineer 1	CAD/Detailer		
BILLING RATES*	\$290	\$215	\$280	\$185	\$125	\$150		
TASK 1 - PROJECT MANAGEMENT AND MEETINGS	18	12	6	2			38	\$9,850
1.1 Meetings and Coordination	12	6	6	2			26	\$6,820
1.2 Project Management	6	6					12	\$3,030
TASK 2 - PRELIMINARY ENGINEERING (30% DESIGN)	11	14	14		56	96	191	\$31,520
2.1 As Built and Utility Inventory	2	4	4		32	64	106	\$16,160
2.2 Topographic Survey	1	2	2		16	32	53	\$8,080
2.3 Field Review	8	8	8		8		32	\$7,280
TASK 3 - ALIGNMENT EVALUATION	36	72	44	22	144	120	438	\$78,310
3.1 Initial Alignment Alternative Analysis	8	16	16	8	32	64	144	\$25,320
3.2 Evaluation Memo with Estimates and Exhibits	16	32	16	8	64	32	168	\$30,280
3.3 Public Outreach	4	8	4	2	16	8	42	\$7,570
OPTIONAL 3.4 Grant Applications, Coordination, and Submittals (2)	8	16	8	4	32	16	84	\$15,140
TOTAL HOURS	65	98	64	24	200	216	667	
TOTAL COST	\$18,850	\$21,070	\$17,920	\$4,440	\$25,000	\$32,400		\$119,680

Design Contingency: \$10,320

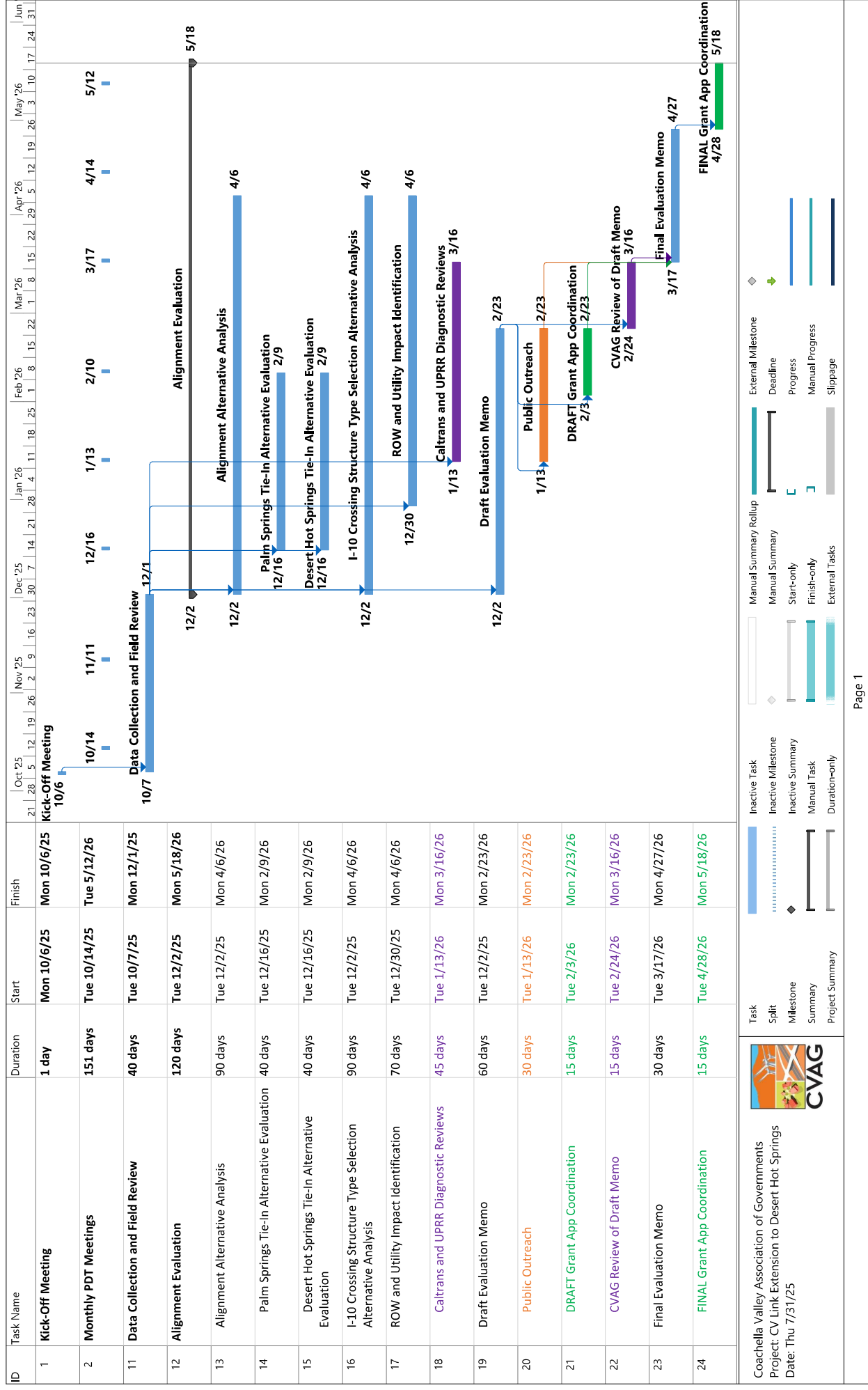
Total Not-to-exceed contract amount: \$130,000

Exhibit “C”

SCHEDULE

See following page.

DRAFT



Desert Hot Springs Future Extension

Legend

CV Link Route

- Core Alignment
- Alignment with Alternatives
- Community Connectors
- Future Extensions

Destinations

- Commercial
- Public Amenities
- Development Opportunity
- Natural Features
- Schools

Access Points/Rest Areas

- Regional
- Local
- Commercial
- Neighborhood
- Highway/Freeway

Crossings

- At-Grade Crossing
- Undercrossing
- Overcrossing/Bridge

Map Features:

- Parks
- Golf Courses
- City Boundary
- Existing Trails

Scale: 0 0.25 0.5 Miles

Data: Data obtained from CVAG & Riverside County Map created January 13, 2016

SUBMITTED TO:
COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS
Allen McMillen
Management Analyst II
procurement@cvag.org



CVAG

Professional Engineering Services for
**CV LINK
EXTENSION TO
DESERT
HOT SPRINGS
STUDY**



PROPOSAL

SUBMITTED ON: May 16, 2025

SUBMITTED BY:



Micahel Greer, PE, TE
Project Manager
1450 Frazee Road, Suite 100
San Diego, CA 92108
(858) 514-8377
mgreer@dokkenengineering.com



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

May 16, 2025

Coachella Valley Association of Governments
Attn: Jonathan Hoy, PE
Director of Transportation
74199 El Paseo, Suite 100
Palm Desert, CA 92260

**RE: Request for Proposals for Professional Engineering Services for
the CV Link Extension to Desert Hot Springs Study**

PRIMARY CONTACT

Michael Greer, PE, TE
Project Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108
Tele: (858) 514-8377
Mobile: (858) 276-9726
E-Mail: mgreer@dokkenengineering.com

Dear Mr. Hoy and Selection Committee,

We congratulate CVAG on its continued efforts to design, build, and expand the regional CV Link multiuse pathway network with the addition of community connection segments, such as the Palm Springs and Desert Hot Springs connectors. Dokken Engineering is a multi-disciplinary firm with a well-balanced team of experienced engineers in the fields of roadway, multi-use pathways, structures, drainage, electrical, environmental, and right of way engineering. We understand the challenges and complexities involved with coordinating the analysis of design alternatives for these four potential crossing locations that traverse several communities, jurisdictional boundaries, and have multiple stakeholders. With improvements proposed across existing railroad tracks and Interstate 10 (I-10), UPRR and Caltrans will both be key members of the stakeholder group. Other stakeholders include the Cities of Palm Springs, Desert Hot Springs, and possibly Cathedral City as well as the County of Riverside to provide input on potential alignments within the surrounding unincorporated areas.

Dokken Engineering is a qualified vendor for CVAG, with extensive project experience in this area of the Coachella Valley, including environmental permitting, planning, as well as preliminary engineering and final design. We are familiar with the details and the extents of CV Link that have been designed and constructed to date and have been selected to lead the analysis of design alternatives for the CV Link Extensions to Mecca-North Shore PSR-PDS project. That project is just getting underway, and we believe the timing aligns well for our team to support the alternative analysis, which will likely include a similar structure type selection process. Our team is also intimately familiar with this northerly portion of the Indian Canyon Drive corridor, having led the design of multiple roadway and bridge widening projects. Previously, we worked with the City of Palm Springs and Caltrans to deliver the I-10 at Indian Canyon Drive Interchange Improvements as well as the Indian Canyon Drive Roadway Widening, from Palm Springs Station Road to Tramview Road, projects. Currently we're providing design support during construction for the Indian Canyon Drive Bridge and Roadway Widening Over UPRR project for which we provided environmental documentation and obtained project approvals from the City, Caltrans, CPUC and UPRR.

We have visited the project site, potential railroad and freeway crossing locations, as well as community connector termini to better understand the surroundings and constraints of each. We've highlighted our team's ideas on the key project considerations in our proposal and summarized them for each crossing as follows:

1. **Wall Road – 20th Avenue to Garnet Avenue:** May be attractive to casual or weekend cyclists, but additional distance to be traversed (2.3 miles west of Indian Canyon Dr) means locals less likely to use for daily rides.
2. **Indian Canyon Drive – 20th Avenue to New Rail Bridge:** Heavy truck traffic corridor with interchange project completed in 2013; ramp geometry and tightly spaced corridor with adjacent businesses make the addition of a separated multi-use path challenging and costly, however options to repurpose roadway width could be explored.
3. **Garnet Avenue – New Bridge Across I-10:** New ped/bike overcrossing structure over I-10 in this undeveloped area would be the least impactful to local development, but power poles and overhead electrical lines along the south side of I-10 need to be considered in potential structure designs and constructability cost considerations.
4. **Palm Drive/Gene Autry Trail – 800' North of I-10 to Rail Bridge:** This viable alternative, like the Indian Canyon Drive corridor, needs to consider the on-going blow sand issues and potential mitigation projects.

Additional data points to consider when evaluating alternatives are the structure types preferred by each agency, whereby Caltrans typically designs cast-in-place or alternative structure types and UPRR likes steel bridges.



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

To further explore these alternatives and provide support for CVAG, we have developed a team that has a proven track record with the ability to complete alternative analysis and cost estimates accurately, effectively, and on schedule. Michael Greer, our Project Manager, is currently engaging a team to begin management of the PSR-PDS development for the CV Link Extensions to Mecca-North Shore Project. Over the past ten years he and his teams have delivered over 100 public works improvement projects throughout the state including preliminary engineering, project approvals, and asset management improvements. His total wealth of experience as a registered Professional Engineer (PE), Traffic Engineer (TE), and Construction Inspector, gives Mike the insight needed to deliver a variety of alternative solutions to complex project challenges including intersection connectivity, configuration alternatives, and multi-modal design considerations.

Dokken Engineering has the necessary in-house expertise and available resources to support the development and production of a thorough Evaluation Memo that considers various alignments and crossing alternatives. Our previous experience in the Coachella Valley and along this portion of the I-10 corridor gives our team valuable insight into the environmental, geotechnical, and socio-economic considerations and constraints, as well as local design standards and preferences that may apply. We understand the needs of our clients and **have the experience, depth of resources, and available sub-consultant bench (if needed) to deliver this project initiation phase and future phases of the project for CVAG.**

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

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

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

We acknowledge receipt of the Addendums dated April 28, 2025 and May 7, 2025, and have included the signed addendums in the appendix.

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

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

Sincerely,
DOKKEN ENGINEERING

Michael Greer, PE, TE
Project Manager
mgreer@dokkenengineering.com

Mark Tarrall, PE
Principal-in-Charge
mtarrall@dokkenengineering.com

John A. Klemunes, Jr. PE
President
jklemunes@dokkenengineering.com



CVAG

QUALIFICATIONS,
RELATED
EXPERIENCE
AND REFERENCES



QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

FIRM'S EXPERIENCE

The Dokken Team offers outstanding experience and technical competence and has successfully delivered projects similar in nature to the CV Link Extension to Desert Hot Springs Study project. The following examples highlight our ability to provide services similar in size, scope, and complexity. The Dokken Team assures CVAG that our proven management and quality services will continue to be provided.

Dokken Engineering completed PS&E for reconfiguration of the San Pablo Avenue Corridor to comply with the goals of the adopted City General Plan. While providing construction support for Phase I, Dokken staff assisted the City with submittal of an ATP Grant Application to fund Phase II improvements with success. Both phases proposed a "road diet" to reduce the existing travel lanes on San Pablo Avenue from four to two between Highway 111 to Magnesia Falls Drive. The Project included roadway improvements, bike lanes, ADA curb ramps, bulb-outs, planter islands, drainage facilities, traffic signal improvements, expansion of street parking, landscaping, and installation of artistic features. The design included widened, multi-level sidewalks with shade trees and street furniture, enhancements to the existing community gardens, parking improvements throughout the corridor, and construction of single-lane roundabouts at three intersections with CV Link traversing Magnesia Falls Drive.



Dokken provided preliminary engineering, environmental support, and final PS&E for the widening of Pentz Road in the Town of Paradise. The westerly roadway widening project will accommodate a Class 1 multi-use path for bikes and pedestrians, path lighting, complete drainage system with new mainline, and minimize impacts to adjacent properties using keystone retaining walls. The easterly roadway widening project will accommodate a two-way center turn lane, providing safe access to residents and business along the corridor. The City is the CEQA lead and Caltrans is the NEPA lead agency for this project acting under delegation from the FHWA. The phase projects are being funded through a combination of Federal FEMA relief funds as well as local funds. The total project costs are approximately \$32 million.



SAN PABLO AVENUE CORRIDOR IMPROVEMENTS

Palm Desert, CA

CLIENT:

City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260

REFERENCE:

Ryan Gayler
(760) 346-0611
rgayler@cityofpalmdesert.org

SCOPE OF SERVICES:

- Draft/Final PS&E
- Grant Application
- Construction Support

KEY PROJECT PERSONNEL:

- Michael Greer, PE, TE
- Justin Thornber, PE

PENTZ ROAD CORRIDOR Town of Paradise, CA

CLIENT:

Town of Paradise
5555 Skyway
Paradise, CA 95969

REFERENCE:

Jessica Erdahl, PE
(530) 872-6291 x103
jerdahl@townofparadise.com

SCOPE OF SERVICES:

- Preliminary Engineering
- Draft/Final PS&E
- Construction Support

KEY PROJECT PERSONNEL:

- Michael Greer, PE, TE
- Justin Thornber, PE



Dokken completed preliminary engineering, environmental document, PS&E and construction management services for the widening of Indian Canyon Drive from two lanes to four lanes through the Whitewater River wash. The engineering design studies assisted in providing a scour protection measure, avoiding utility conflicts, determining right of way

requirements, and the completion of all required environmental technical studies and the Environmental Document (IS/EA). During construction the local air quality conformity requirements provided the daily challenge of ensuring the project complied with dust mitigation requirements. Daily wind monitoring records were kept and constant communication with the local enforcement authorities helped ensure compliance and minimization of project shutdowns due to weather.

The project involved right-of-way acquisition, which included property from the BLM and Coachella Valley Water District. Additional right-of-way had to be acquired just prior to construction as the project limits were expanded to include an intersection with a future College of the Desert roadway. Utility coordination with the existing telecommunications company facilities that meandered vertically and horizontally in the blow sand environment helped minimize relocations and impacts from construction.



Dokken provided preliminary engineering, PS&E, environmental document, as well as bidding and construction support services for the widening of Indian Canyon Drive from two lanes to six lanes. The project also includes the replacement of the Indian Canyon Drive Overhead structure over the Union Pacific

Railroad. Dokken coordinated traffic studies, traffic operational analysis, and traffic recommendations; topographic mapping and right of way engineering; drainage investigation and water quality treatment design; geotechnical investigation and design; environmental document investigation, review, production, and approval; pedestrian and bikeway design; sewer design; right of way engineering; traffic signal design with staged construction design; and final PS&E.

The engineering design studies assisted in avoiding utility conflicts, determining right-of-way requirements and the completion of all required environmental technical studies and the draft Environmental Document (IS/EA) approved by Caltrans and FHWA. Our in-house right-of-way team worked diligently to communicate with property owners about proposed impacts to coordinate temporary and ultimate right-of-way and easement needs. We also obtained a Railroad Agreement for proposed improvements. Dokken Engineering also worked closely with the City of Palm Springs to prepare a funding amendment to obtain additional project funding through the Highway Bridge Replacement and Rehabilitation Program (HBRRP). The amendment was successful in being granted an additional \$10,000,000 in funding due to a last-minute requirement enforced by the Union Pacific Railroad to replace the structure with minimal impacts to their R/W.

INDIAN CANYON DRIVE WIDENING TO UPRR Palm Springs, CA

CLIENT:

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

REFERENCE:

Joel Montalvo, PE
(760) 322-8339
Joel.Montalvo@palmsspringsca.gov

SCOPE OF SERVICES:

- Technical Reports
- Environmental Document
- Project Report
- PS&E
- Construction Management
- Drainage/Hydrology
- Utility Coordination

KEY PROJECT PERSONNEL:

- Michael Greer
- Charles Tornaci

INDIAN CANYON BRIDGE & ROADWAY WIDENING Palm Springs, CA

CLIENT:

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

REFERENCE:

Joel Montalvo, PE
(760) 322-8339
Joel.Montalvo@palmsspringsca.gov

SCOPE OF SERVICES:

- PA/ED
- PS&E
- Drainage/Hydrology
- HBRRP Funded
- CPUC/UPRR GO 88-B Coordination
- Right of Way

KEY PROJECT PERSONNEL:

- Michael Greer
- Justin Thornber
- Charles Tornaci

EXPERIENCE WITH JURISDICTIONAL GOVERNMENT AGENCIES AND PRIVATE ENTITIES

Over the past 38 years, Dokken has provided Feasibility Studies, PSRs, and PRs, Environmental Support, Plan/Calc Reviews, PS&Es, and Construction Support on nearly 70 projects within the Inland Empire, Coachella Valley, & surrounding areas. The following table highlights some of our project experience with the various agencies that may have jurisdiction over the approval of the work specified in the RFP.

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

While we understand that submittals will not be specifically reviewed by Caltrans for this PSR-PDS development process, there will be proposed improvements within Caltrans right-of-way that will ultimately gain approvals through the encroachment permit process. Pending funding sources, there will likely be involvement from Caltrans during the preparation of final project approvals and environmental documentation. Ultimately, Caltrans will review and approve the proposed improvements within their right-of-way at such locations including proposed crossings of SR 86 and SR 111.

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

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

REFERENCES

MARK LANCASTER

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

JOHN ASHLOCK

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

JOEL MONTALVO

City Engineer
City of Palm Springs
3200 E. Tahquitz Cyn Wy
Palm Springs, CA 92262
(760) 322-8339
Joel.Montalvo@palmspringsca.gov

POTENTIAL/ACTUAL CONFLICT OF INTEREST

Dokken Engineering does not have any prior engagements or work which may result in any potential or actual professional conflict of interest in the performance of any services under this RFP.

CURRENT WORK PERFORMED WITH CVAG MEMBER JURISDICTIONS

While we do not believe that any of the work currently being performed with the CVAG member agencies are a conflict of interest, we have listed our active projects as required by this RFP.

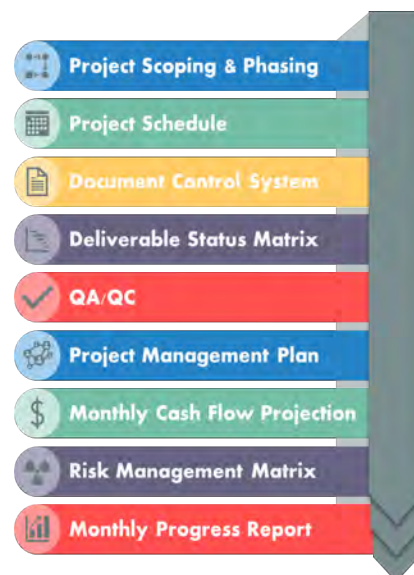
- Grapefruit Blvd/Airport Blvd Crossing Water Transmission Main – City of Coachella
- CV Sync Phase III and Varner Road Improvements Feasibility Study – Coachella Valley Association of Governments
- CV Link Mecca/North Shore Extensions Project – Coachella Valley Association of Governments
- City of Indio Bridge Seismic Retrofit – City of Indio
- Indian Canyon Widening – City of Palm Springs
- South Palm Canyon Drive – City of Palm Springs
- East Palm Canyon Drive Bridge Widening – City of Palm Springs
- Market Street Bridge Replacement at Santa Ana River – County of Riverside
- Skyview Road Pedestrian Bridge – County of Riverside
- Thermal and Oasis Communities Active Transportation Improvements – County of Riverside
- Replacement of Airport Boulevard Bridge over Whitewater River – County of Riverside
- Avenue 66 Grade Separation HMMP Compliance - County of Riverside
- Avenue 66 Grade Separation Mitigation Site Habitat Mitigation Land Acquisition – County of Riverside
- Leon and Rice Road Bridges PA&ED Services – County of Riverside
- SR-79 Traffic Signal Modifications at Anza Road and Los Caballos Road – County of Riverside

PROJECT CONTROLS

To manage the three interdependent elements found in every project – scope, schedule, and budget – it is necessary to implement a sustainable project control methodology. Our Project Manager, Mike Greer, will develop and implement the project controls plan. The plan outlines the procedures for conducting work, managing project resources, and reporting project status and progress. The project management tools identified on the right assures on time and within budget project deliverables. These tools will enable Mike and his team to provide a systematic approach to deliver any project. All project participants, including the City and Dokken team, will be aware of the project status to make informed management decisions. Our tools and system are designed to respond to these requirements.

Dokken prepares and maintains project schedules for every project. The schedules are monitored, and staffing adjusted to meet milestones. Performance is monitored through quality control checks, review of actual versus planned progress, completion of action items prepared after meetings, monthly invoicing, and progress reporting. Dokken will use the City standards and formats, making invoice review streamlined and familiar to the City. For our team, quality is not just a priority, it is a core value.

Dokken has found that the best way to control budget is to ensure the project schedule is followed. This method avoids costly over-runs and extended production times. The key to preserving budgets is to start on time, get it right, and submit the deliverable on time. Utilizing the same design working group from the beginning of the project to the end ensures consistent thought and engineering practice, while eliminating wasteful hours spent “getting familiar” with a project.





CVAG

PROPOSED STAFFING AND PROJECT ORGANIZATION



PROPOSED STAFFING AND PROJECT ORGANIZATION

KEY PERSONNEL AND SUBCONTRACT WORK

The Dokken team is fully capable of handling the workload and has the ability to staff the CV Link Mecca/North Shore Extension Project. We have a stellar performance record and are proud of our reputation of being responsive and proactively solving project challenges.

In order to meet the CVAG's needs for this project, we have organized a team that has a proven track record and availability to deliver the project. The following chart provides the availability of the key staff.

NAME ROLE	YEARS W/FIRM	CURRENT LOCATION	CURRENT ASSIGNMENTS	COMMITMENT TIME	AVAILABILITY
Michael Greer, PE, TE <i>Project Manager</i>	17 yrs	San Diego	<ul style="list-style-type: none"> Varner Road Feasibility Study (Draft submitted, Preparing Final Document) CV Link Mecca North Shore Extension Project Indian Canyon Drive over UPRR CON Support 	15% 15% 10%	60%
Justin Thornber, PE <i>Roadway</i>	7 yrs	San Diego	<ul style="list-style-type: none"> EDCTA Bus Parking Lot Improvements CV Link Mecca North Shore Extension Project Sierra Highway Bridges over Santa Clara River 	25% 15% 10%	50%
Charles Tornaci, PE <i>Structures</i>	25 yrs	San Diego	<ul style="list-style-type: none"> CV Link Mecca North Shore Extension Project Split Rock Avenue Bridge Vista Canyon Bridge Binney Junction UPRR Floodgate 	10% 10% 10% 15%	55%

Subcontract Work

Dokken Engineering will perform all work for this contract without the use of subconsultants.

SUMMARIZED KEY STAFF RESUMES

Mike Greer, PE, TE

PROJECT MANAGER

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



Relevant Project Experience:

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

Justin Thornber, PE

ROADWAY

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



Relevant Project Experience:

- San Pablo Avenue Corridor Improvements, Palm Desert, CA
- McFadden Avenue Protected Bike Lane and Bicycle Boulevard, Santa Ana, CA
- 4th Street Safety Improvements, Eureka, CA

Charles Tornaci, PE

STRUCTURES

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

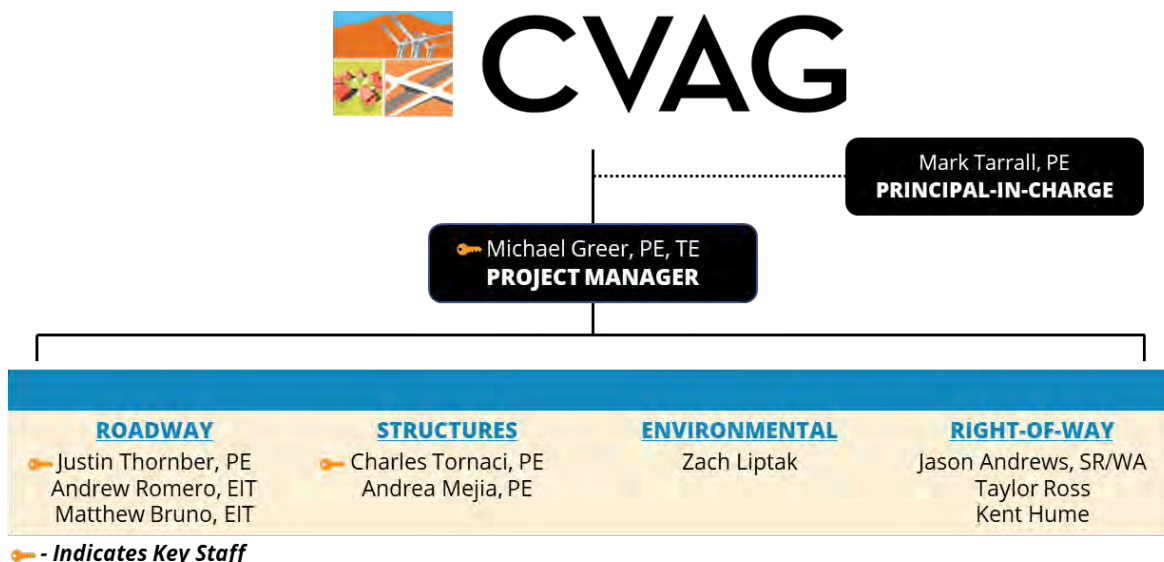


Relevant Project Experience:

- Friars Road/SR-163 Interchange, San Diego, CA
- Schleisman Road Bridge Widening, Riverside, CA
- City of Palm Desert Preventive Maintenance, Palm Desert, CA

PROJECT ORGANIZATIONAL CHART

Dokken has assembled a highly qualified team to deliver the CV Link Mecca/North Shore Extension Project. The following organization chart visually represents the structure of our proposed team and relationship between our Project Manager, key staff, and support staff.



3.5 KEY PERSONNEL STATEMENT

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



CVAG

WORK PLAN



4. WORK PLAN

PROJECT UNDERSTANDING

We understand CVAG is seeking a qualified team to evaluate crossing location options and develop alternatives for an Evaluation Memo for the CV Link Extensions to Desert Hot Springs, with four crossing location options as outlined in the RFP and the Attachment C: Alternative Concepts exhibit. Two Palm Springs Community Connector routes are to be evaluated including Alternative A that spans 11.5 miles from Via Escuela along Palm Drive and Alternative B which runs 11 miles from Sunrise Parkway along Indian Canyon and Garnet Road to Worsley Road. Additionally, this study will consider alignments for connecting the new railroad and freeway crossing further north to the City of Desert Hot Springs. We understand that CV Link is a 50-mile multimodal corridor for pedestrians, cyclists, and low-speed electric vehicles along the Whitewater River and Tahquitz Creek. We have included a Project Overview Exhibit within the proposal appendices to illustrate our understanding of the project area and evaluation limits. Our team is experienced in securing stakeholder approvals and navigating permitting with agencies such as CPUC, UPRR, and Caltrans.



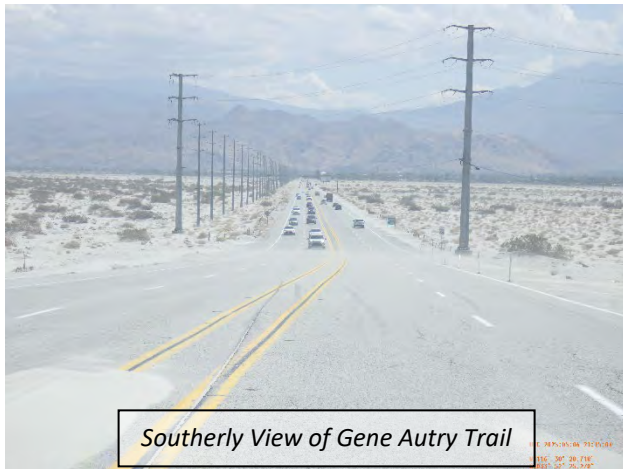
The Evaluation Memo will define the project's purpose and need, assess viable alternatives, and estimate resources for environmental studies, design, Right of Way (ROW), utilities, and construction—serving as a foundation for programming future funding. We will coordinate with adjacent projects, evaluate route options based on construction and support costs, and account for continued use of existing roadway and channel/levee corridors, including the Chino Canyon Levee terminus. We've reviewed planning documents, visited the site, and identified key project challenges detailed in the table below.

CVAG CHALLENGE	DOKKEN SOLUTIONS	BENEFIT TO CVAG
Right of Way and Utility Coordination		
These CV Link Extension segments will create conflicts with existing infrastructure. The northern extension to Desert Hot Springs runs alongside existing roadways, thereby requiring ROW acquisition from various property owners. Minimizing impacts will require clear communication with utility and property owners during planning, design, and construction.	Our proactive planning, mapping, and communication of potential impacts help minimize acquisitions and resolve conflicts efficiently. When conflicts arise, we coordinate utility relocation options to support utility designs. When acquisitions can't be avoided, we create clear exhibits to facilitate discussions with property owners and collaborate closely to avoid existing infrastructure where feasible.	Dokken delivers ROW and utility coordination services aligned with federally approved processes to avoid delays before and during construction. We assist utility owners with relocation options and work closely during design to minimize community concerns. We coordinate early with CVAG staff and key stakeholders to identify and address potential impacts efficiently.
Structures and Drainage Design Considerations		
Several potential overcrossing and undercrossing sites will be assessed during preliminary engineering, as new at-grade crossings of the railroad and I-10 are unlikely. Alternative I-10 crossing location evaluations will need to consider structure options palatable to local jurisdictions. Adding complexity, recent area storms and flooding have shown potential for sediment transport and erosion, making stormwater management and coordination with local flood control critical to long-term corridor stability.	Our structural and drainage engineers work together to provide cost analyses for ped/bike/roadway bridge options, quickly generating quantities and estimates to evaluate the best design for each scenario, including alternate span and crossing lengths. We have significant experience coordinating projects with the stakeholders involved, including Caltrans, UPRR, and Riverside County Flood Control. We prioritize cost-effective solutions that minimize impacts to nearby roadways, railroads, channels and flood control levees.	We have a strong record of delivering cost-effective solutions for complex structures by collaborating with contractors to address construction challenges and avoid pitfalls. Our team accurately scopes geotechnical needs, identifies structure and drainage options that meet design standards, and minimizes infrastructure impacts. We've also secured preliminary engineering approvals on several recent projects with Caltrans, UPRR, and Riverside County Flood Control.

CVAG CHALLENGE	DOKKEN SOLUTIONS	BENEFIT TO CVAG
Efficient Alignment and Crossing Alternative Analysis		
One of the main challenges in evaluating alignment alternatives is that selecting an efficient route first requires identifying the most suitable crossing location that best supports CVAG's goal of promoting alternative transportation modes and connectivity. Determining the most suitable crossing location involves considering several factors, such as the distance between destination points in the Cities of Palm Springs and Desert Hot Springs, rideability, constructability, adjacent projects, and future area expansion.	Our team will conduct a detailed evaluation of each crossing location and the potential alignments they offer, taking into consideration factors such as cost, connectivity, and overall feasibility. We will develop cost estimates to initially assess and identify the most suitable crossing location. We will generate a matrix that covers several disciplines to help evaluate the benefits and deficiencies of each crossing location. Once a preferred crossing is selected, we will then evaluate and provide cost analyses for the associated alignment alternatives.	We have recent and relevant area design and alternative evaluation experience. With several projects designed along the Indian Canyon Drive corridor, understanding of the CV Link design details and alignment needs, and beginning coordination of the CV Link Extensions to Mecca-North Short PSR-PDS our team is uniquely qualified to deliver this project for CVAG. We will create efficiency in evaluating design alternatives by assembling structure and tie-in options with cost-effective solutions quickly and consistently.

RIGHT OF WAY AND UTILITY COORDINATION

The project crosses multiple jurisdictions including Riverside County, Caltrans, City of Desert Hot Springs, City of Palm Springs, and involves several utility agencies, each with different ROW regulations, permit processes, and priorities. We are aware of the potential proximity to tribal lands and environmentally sensitive areas that may require special ROW agreements or route modifications and that acquisition in these zones may involve additional environmental review and tribal consultation. Undeveloped or privately owned parcels along the extension route(s) may need to be partially or fully acquired pending final alignments and I-10 crossing location(s). Existing utility, drainage, or access easements may conflict with the preferred alignment(s) of the extension(s) of the CV Link to Desert Hot Springs pathway. Our team understands the importance of



Southerly View of Gene Autry Trail

dialing in the existing easement and utility locations to be able to identify the least impactful alignment(s). With in-house environmental and right of way teams, our roadway and structures engineers have resources to tap into within minutes to help answer questions and identify critical project concerns to be avoided or addressed.

To ensure this study thoroughly addresses the potential ROW and utility coordination issues we will perform early stakeholder engagement with Caltrans, UPRR, utilities, and property owners to begin development of a ROW acquisition plan and utility coordination matrix. Our team will implement a GIS-based utility mapping system to help integrate environmental and cultural resource assessments into the design process where we will prepare preliminary engineering evaluations to assess alternative alignments, with structure options as needed, for each of the four

crossing locations that best minimize right of way and utility conflicts. Below is a preliminary assessment of potential impacts at each of the four crossings:

1. Wall Road – 20th Avenue to Garnet Avenue:

- There are existing steel poles with overhead electrical lines approximately 300 feet south of the existing southerly abutment of the Wall Road at I-10 overcrossing structure. No visible utilities near the northerly abutment, however the adjacent wind turbine farms suggest underground utilities will need to be avoided. There are no visible potential utility impacts nor impacts to the railroad tracks approximately a half-mile south of Garnet Avenue at Wall Road.

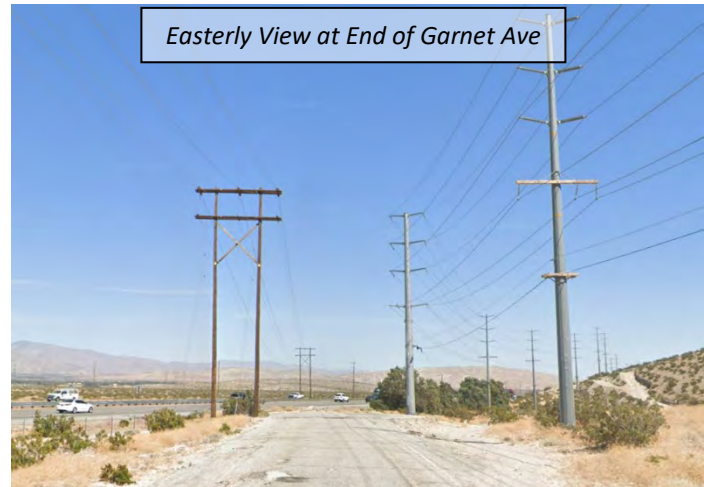
2. Indian Canyon Drive – 20th Avenue to New Rail Bridge:

- The I-10 at Indian Canyon Drive interchange construction completed approximately ten years ago, thus making modifications to that existing structure seem unlikely. The overcrossing could be evaluated for potential lane re-assignment if the interchange is being underutilized, and future traffic volumes don't show the need for six

lanes between 20th Ave and Garnet Ave. Adding a parallel ped/bike crossing structure for the CV Link extension seems more feasible and viable but would impact adjacent property owners and create a need for partial acquisitions. This area has significant heavy truck traffic that utilizes the Pilot Gas Station and Truck Stop along the west side of Indian Canyon Drive. The bridge over UPRR is being widened and currently under construction with provisions for Class 2 Bike Lanes across the new structure. There are existing steel poles and wood poles on both sides of the roadway with overhead electrical lines for the nearby SCE Transmission Garnet Substation along east side of Indian Canyon Drive south of I-10, which also recently completed expansion.

3. Garnet Avenue – New Bridge Across I-10:

- There are many existing steel poles and wood poles on both sides of the roadway with overhead electrical lines for the nearby SCE Transmission Substation that will limit construction access. However, the area has limited development or private property improvements that would need to be mitigated if impacted. The analysis of abutment location with alignment will be collaborated to best fit among existing infrastructure along the south side of I-10. On the north side of I-10 the alignment would avoid the new warehouse construction, likely utilizing Little Morongo Road as the connecting north-south corridor.



4. Palm Drive/Gene Autry Trail – 800' North of I-10 to Rail Bridge:

- There are existing steel poles along the east side of Gene Autry Trail, south of I-10 and wood poles along some segments of Palm Drive, north of I-10 as well as utility corridors that cross the roadway from east to west. However, it appears that sufficient space exists between the roadway and utility poles, therefore only minor utility relocations and private property impacts are envisioned with this crossing location alternative.

STRUCTURES AND DRAINAGE DESIGN CONSIDERATIONS

Each of the four I-10 crossing location options will have different structure types to be evaluated, including modifications to existing structures and/or the identification of potential new structures. Drainage implications at each would be evaluated to ensure that proposed improvements maintain existing flow patterns. Below is a brief assessment of each location:

1. Wall Road – 20th Avenue to Garnet Avenue:

- Would require widening, or new structure, as the existing bridge width is only wide enough for two lanes.

2. Indian Canyon Drive – 20th Avenue to New Rail Bridge:

- Bridge over I-10 could possibly accommodate for CV link with some retrofitting or widening. Bridge over railroad is currently under construction and would require design modification to accommodate the CV Link Extension. With this project currently under construction through 2027, and Dokken Engineering providing construction support, a design modification could be coordinated and implemented in a timely manner.

3. Garnet Avenue – New Bridge Across I-10:

- Would require a new structure for the CV Link over I-10. Dokken Engineering has designed several ped/bike structures for various clients, including Caltrans. Our team understands the allowable structure types and features, along with the necessary design requirements, to gain project approval.

4. Palm Drive/Gene Autry Trail – 800' North of I-10 to Rail Bridge:

- Bridges over I-10 and UPRR could possibly be modified to accommodate for CV link with some retrofitting or widening. Heavy blow sand along this corridor is one design consideration to account for.

SCHEDULE

We understand that this evaluation memo shall be prepared within six months of receipt of Notice to Proceed, to help set up future phases of the project for potential grant funding opportunities. We have included a preliminary project schedule that shows the completion of project activities within this timeframe included as an appendix to this proposal for reference.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Subtask 1.1 Meetings and Coordination

Dokken will organize, attend, and facilitate meetings to provide progress updates and coordination between stakeholders, CVAG, and technical disciplines. For each meeting, The Dokken Team will provide meeting notices, agenda, and materials, and prepare meeting minutes. The following meetings are anticipated for this project:

Kickoff Meeting: Within 15 days of Notice to Proceed (NTP), Dokken will organize a kickoff meeting (in-person or remote as determined by CVAG) with all key personnel, design team members, agency and stakeholder representatives on the project.

Project Development Team (PDT) Meetings: The Project meetings will serve as the primary forum for reviewing the status of the project, reviewing document submittals, and identifying and resolving project design issues. Attendees are anticipated to include CVAG staff, Caltrans, Dokken Engineering, and consultant task leads. Throughout the anticipated duration of the project, Dokken plans to hold approximately six (6) monthly PDT Meetings.

Subtask 1.2 Project Administration

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

Task 1 Deliverables: Meeting Notices, Agendas, Minutes; Monthly Progress Reports; Project Schedule with Updates

TASK 2 – DATA COLLECTION AND ASSESSMENT

Subtask 2.1 As Built and Utility Inventory

Dokken will coordinate with CVAG staff to collect and review available as built data for use and reference associated with the project improvements. We will also perform the Dig Alert (811) Design Lookup for the project area to generate the list of potentially impacted utilities and create a Utility Coordination Matrix to track contact and potential conflict information. We will collect and map existing utility as-builts from agencies at potential structure locations to identify potential conflicts.

Task 2.2 Topographic Survey

Dokken will review readily available Nearmaps, Google Earth, and GIS information to generate the existing aerial mapping, 10-ft topographical contours, and right-of-way base maps to be used for the preliminary analysis. We will work with our surveying subconsultant, UNICO, to pull ortho rectified images from their data base service and map them into CAD.

Task 2.3 Field Review

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

- ✓ All roadway features including curb lines, structures, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways, bus pads, and sidewalk and pavement conditions.
- ✓ Signing and striping including overhead signs, street lighting, traffic signals, handholes, manholes, power poles, cabinets, fire hydrants, vaults, pull boxes, and other aboveground utility features.
- ✓ Other field conditions that might affect a design decision include but are not limited to landscaping and irrigation features, trees, private property features, drainage features, billboards, etc.

Task 2 Deliverables: Existing Utility Base Map; Existing Topographic and Right of Way Base Map; Field Notes

TASK 3 – ALIGNMENT EVALUATION

Task 3.1 Initial Alignment Alternative Analysis

Dokken will prepare initial alignments for each of the four proposed crossing locations. Dokken will utilize the information from the data collection and assessment task to minimize impacts to existing utilities and right-of-way. Dokken will evaluate the existing bridges mentioned in the RFQ to determine if retrofit or replacement is needed to accommodate the crossing.

Task 3.2 Evaluation Memo with Estimates and Exhibits

Dokken will prepare an evaluation memo that provides analysis of the four initial alignments. The criteria for evaluating the four alternatives will include construction costs, construction timeline, public safety, utility impacts, and right-of-way impacts. A draft evaluation memo will be submitted upon completion of initial concept alternatives with estimates and exhibits. The evaluation memo will then be finalized after review and response to comments.

Task 3 Deliverables: Initial Alignments; Concept Exhibits and Estimates; Draft/Final Evaluation Memo



CVAG

APPENDICES





APPENDICES

RECENT AND RELEVANT PROJECTS

- Varner Road Feasibility Study_Draft 2025-0207.pdf
- Carroll Canyon_Feasibility Study_COMBINED_2023-0815.pdf
- NCTD Final Pavement PSR_2022-0211.pdf



LITIGATION

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

- **Papich Construction Co., Inc. v. City of Dinuba**

Project: Avenue 416/El Monte Way Widening

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

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

Project: SR-163/Friars Road Interchange

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

- **RNR Construction v. Dokken Engineering**

Project: NVIDIA Phase 2 – STE Bridge

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

PROJECT TEAM RESUMES



MICHAEL GREER, PE, TE PROJECT MANAGER

EDUCATION

2008, BS Civil Engineering
San Diego State University

REGISTRATION

California Professional Civil
Engineer, #C79080

California Professional Traffic
Engineer, #TR 2845

EXPERIENCE

17 Years (All w/Dokken)

AFFILIATIONS

American Society of Civil
Engineers (ASCE)

Institute of Transportation
Engineers (ITE)

AREAS OF EXPERTISE

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

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

EXPERIENCE

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

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

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

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

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



EDUCATION

2010, BS Civil Engineering
San Diego State University

REGISTRATION

California Professional Civil
Engineer, #C88901

EXPERIENCE

15 Years (7 w/Dokken)

JUSTIN THONBER, PE ROADWAY

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

EXPERIENCE

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

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



EDUCATION

1999, BS Mechanical Engineering
Cal Poly San Luis Obispo

REGISTRATION

California Professional Civil
Engineer, #C66058

EXPERIENCE

25 Years (All w/Dokken)

CHARLES TORNACI, PE STRUCTURES

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

EXPERIENCE

Schleisman Road Bridge Widening, Riverside County, CA | Project Engineer/Bridge Designer responsible for the PS&E, coordinating with roadway designers, Riverside County, San Bernardino County Flood Control and U.S. Army Corps of Engineers for permits and plans approval. This project widened the existing three-span, 153-foot-long, reinforced concrete T-beam over Cucamonga Creek by 46 feet using precast pretensioned concrete I-girders. The design incorporated details to make the bridge superstructure continuous for live loads to match the existing bridge. Mr. Tornaci also provided support during construction.

City of Palm Desert Preventive Maintenance, Palm Desert, CA | Responsible for preparing the City's Bridge Preventive Maintenance Program and Prioritization List, including a report documenting the City's bridge inventory and maintenance needs, scoring criteria, construction cost estimates, and condition photo documentation of bridges within the City. Worked directly with City staff to organize a multi-year phasing strategy for the maintenance work to meet the prioritization in conjunction with City fiscal year budget allocations, and led the project team to complete PS&E for bridge preventive maintenance of five structures.



CHANGES TO PROFESSIONAL SERVICES CONTRACT

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

EXHIBIT

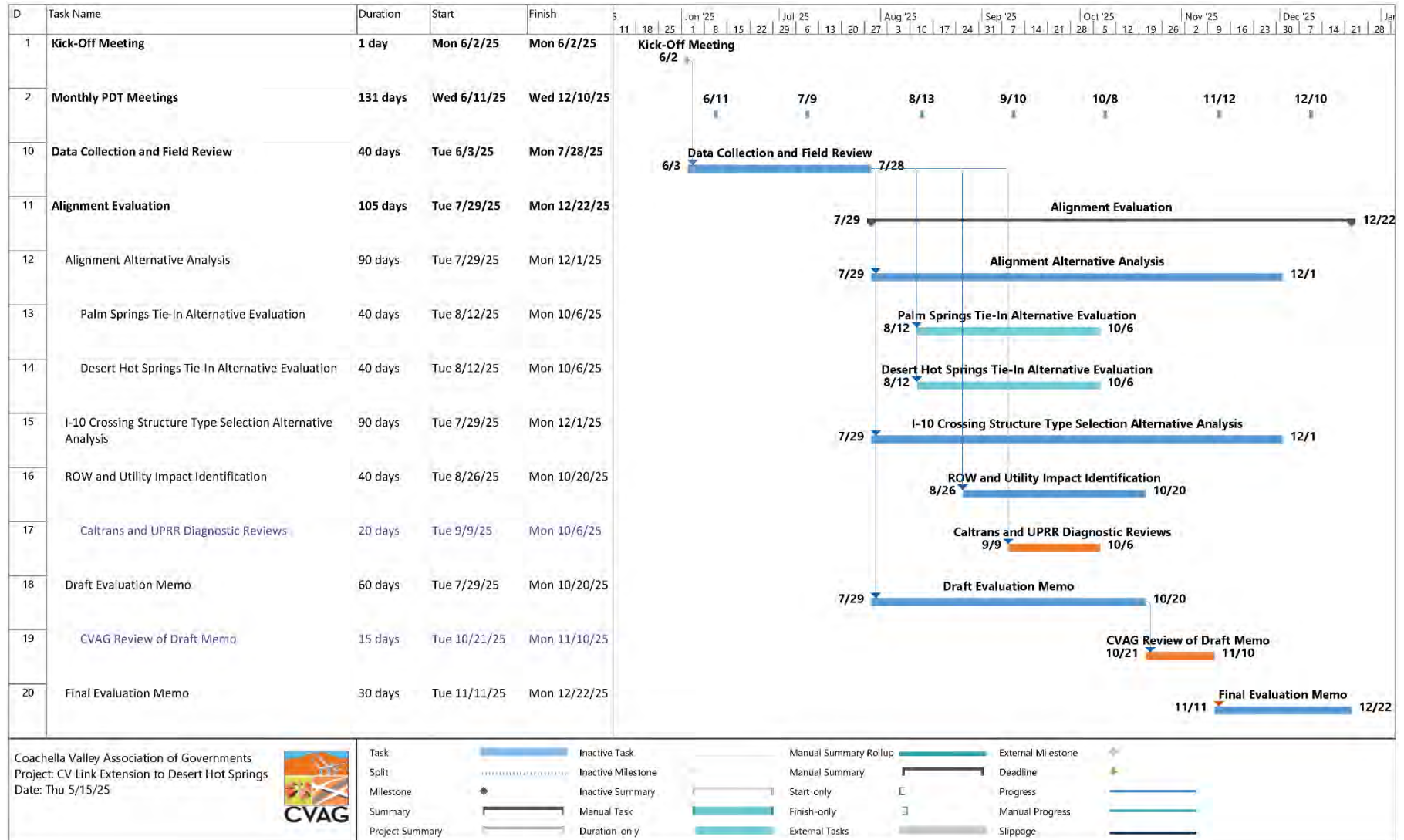


DESERT HOT SPRINGS
FUTURE EXTENSION

LEGEND

- CV LINK ROUTE
- CORE ALIGNMENT
 - ALIGNMENT WITH ALTERNATIVES
 - COMMUNITY CONNECTORS
 - FUTURE EXTENSIONS
- DESTINATIONS
- COMMERCIAL
 - PUBLIC AMENITIES
 - DEVELOPMENT OPPORTUNITY
 - NATURAL FEATURES
 - SCHOOLS
- ACCESS POINTS / REST AREAS
- REGIONAL
 - LOCAL
 - COMMERCIAL
 - NEIGHBORHOOD
 - HIGHWAY / FREEWAY
- CROSSINGS
- AT GRADE CROSSING
 - UNDERCROSSING
 - OVERCROSSING / BRIDGE
- EXISTING
- CONTOURS
 - CITY BOUNDARY
 - SIGNALIZED INTERSECTION
 - PARKS
 - GOLF COURSES

SCHEDULE





ACKNOWLEDGEMENT OF ADDENDUM

The signed addendums are included in the following pages.



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
CV LINK EXTENSION TO DESERT HOT SPRINGS
ADDENDUM**

Addendum Date: April 28, 2025

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. Proposals are due by 2:00 p.m. on May 9, 2025.

Questions & Requests:

There were no questions received by the Coachella Valley Association of Governments (CVAG) by the deadline of 2:00 p.m. PST, April 25, 2025.

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.

Authorized
Signature:



Date: 5/16/2025

Company: Dokken Engineering



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
CV LINK EXTENSION TO DESERT HOT SPRINGS
ADDENDUM**

Addendum Date: May 7, 2025

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. Proposals are now due by 2:00 p.m. on May 16, 2025.

Questions & Requests:

There was a request received by CVAG today for a one-week extension for submitting proposals.


CVAG will grant a one-week extension.

Proposals shall be received by 2:00 p.m. on Friday, May 16, 2025.

Thank you.

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.

Authorized
Signature:



Date: 5/16/2025

Company: Dokken Engineering

ITEM 7E

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: Designation of 2026 State Transportation Improvement Program Funds

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

Recommendation: Authorize the Executive Director to recommend to Riverside County Transportation Commission (RCTC) that it designate an estimated \$6,057,420 in available 2026 State Transportation Improvement Program (STIP) funding to the CV Sync regional signal synchronization program for Phase IV in Rancho Mirage

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 15, 2025, 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 2026-27 through 2030-31.

The 2026 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 as affirmed in the 2023 Memorandum of Understanding (MOU) between CVAG, Riverside County Transportation Commission (RCTC), and as originally approved in 1998 through a MOU between CVAG, Riverside County Transportation Commission (RCTC) and Western Riverside County Council of Governments (WRCOG). STIP funds are allocated to Western County (80.16%), Coachella Valley (19.47%), and Palo Verde Valley (0.37%) based on the most recent fiscal year taxable sales by geographic area used for Measure A allocations.

The total estimated amount of Riverside County 2026 STIP funding available for new project programming available for fiscal years 2029/30 to 2030/31 is estimated at \$31,111,550, distributed as follows:

Western County	80.16 percent	\$24,939,020
Coachella Valley	19.47 percent	\$6,057,420
Palo Verde Valley	0.37 percent	\$115,115

RCTC staff has requested that CVAG nominate a project or projects 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, 2025.

STIP funding is required to meet Caltrans and Federal Highway Administration delivery requirements and is typically programmed for large regional projects. Over the last decade, CVAG has allocated STIP funds to the Jefferson Street Interchange at Interstate 10 (\$33 million), CV Link (\$18.6 million), CV Sync (\$4.5 million), CV Rail (\$6.8 million), and the Monroe Street Interchange at I-10 (\$14.1 million). Among the active projects on this list, the Monroe Street Interchange needs significant supplementary funding; however, the project is slated for construction in the fall of 2026, three years prior to the availability of the \$6 million in STIP funds. CV Link would not be eligible because it will be completed this year.

CVAG staff is now recommending that the Executive Director be authorized to recommend to RCTC that the available STIP funding be utilized to complete the Coachella Valley CV Sync network in Rancho Mirage. On June 30, 2025, the Executive Committee approved the Multi-Agency Participating Agreement with the City of Rancho Mirage for inclusion into the CV Sync regional signal synchronization program. With the inclusion of Rancho Mirage, CV Sync now includes all nine cities in the Coachella Valley, along with the County of Riverside and Caltrans, as participating agencies. Integrating Rancho Mirage's regional corridors into CV Sync will enhance regional coordination, improve system performance and reduce operational costs by using standard equipment and a centralized Regional Traffic Management Center (RTMC). The timing of this phase also coincides with the timing of the STIP funding allocation.

Fiscal Analysis: The total Coachella Valley amount of 2026 STIP funding available for programming is an estimated \$6,057,420. CVAG staff is recommending that this funding be programmed for the CV Sync regional signal synchronization program, Phase IV in Rancho Mirage.

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 August 25, 2025



STAFF REPORT

Subject: Cash Flow Analysis for Regional Transportation Projects

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

Recommendation: Direct the Executive Director to further analyze policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue

Background: CVAG oversees cash flow as a critical element of its financial planning, monitoring expenditures on regional capital projects that have reimbursement agreements approved by the Transportation and Executive Committees. Additionally, CVAG staff collaborates with member jurisdictions to develop cash flow projections based on upcoming projects that may seek regional funding.

With this report, staff is recommending additional direction on an analysis of potential policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue.

This shortfall was first highlighted in 2020, when CVAG staff identified projected cash flow shortfalls and presented these findings to the Transportation and Executive Committees. A link to the [December 7, 2020 Executive Committee staff report](#) is included here for reference. Revenue from the Measure A sales tax and the Transportation Uniform Mitigation Fee (TUMF) were down by double digits, and once-reliable funding sources like the State Transportation Improvement Program (STIP) were dwindling. The COVID-19 pandemic further impacted cash flow through significant reductions in formula-based city and county local streets and roads (LSR) funds from the state, including the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (SB1 funding that does not flow to CVAG).

Unfortunately, the forecast has gotten more grim over time. Staff is now seeking policy feedback on how to address the issue moving forward.

CVAG Efforts to Secure Funding

CVAG has had a longstanding policy to secure outside funding in order to move its regional transportation projects forward. At the December 5, 2022 meeting, the CVAG Executive Committee authorized the Executive Director to negotiate and finalize a Memorandum of Understanding (MOU) between Riverside County Transportation Commission (RCTC) and CVAG. The MOU ensures fair distribution of state and federal formula funding between RCTC and CVAG.

Despite having numerous long-standing agreements with RCTC, not all state and federal programs were covered, and it was necessary to formalize funding distributions for these programs.

Through this MOU process of reconciling past funding received by Riverside County, CVAG staff identified approximately \$42 million in state and federal funding that should have been allocated to the Coachella Valley. These funds were designated for the Monroe Street Interchange project, which is the top priority in the 2016 Transportation Project Prioritization Study (TPPS). CVAG staff also worked with RCTC to allocate more than \$50 million from the Congestion Mitigation and Air Quality (CMAQ) program for CV Sync Phase II construction.

CVAG continues its partnership with RCTC, recently collaborating to develop the final RCTC project prioritization framework for ranking Riverside County submissions to the ongoing Southern California Association of Governments' (SCAG) 2025 Call for Projects related to Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) funding. CVAG staff also participated in the evaluation committee responsible for reviewing all Riverside County applications.

Additionally, CVAG has successfully pursued state and federal funding sources for various projects, including:

- \$50 million from the Local Transportation Climate Adaptation Program (LTCAP) and another \$7.5 million from SCAG's previous call for projects for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project along Indian Canyon; and
- \$34 million from Cycle 6 of the Active Transportation Program (ATP) for the Arts & Music Line project in the cities of La Quinta, Indio and Coachella.

CVAG staff also works closely with member jurisdictions and state and federal representatives to support member jurisdiction projects by coordinating meetings and providing letters of support.

2025 Cash Flow Analysis

Despite successful efforts to secure state and federal grants, the regional funding forecast has not improved since the 2020 analysis.

In recent months, CVAG staff have updated revenue and expenditure estimates to prepare the 2025 cash flow analysis. This analysis only accounts for currently obligated projects listed in CVAG's approved Fiscal Year 2025-26 budget. The analysis does not include expenditures for potential new projects or project phases lacking an executed reimbursement agreement between CVAG and the member jurisdiction. For example, only the Interstate 10 interchange at Monroe Street is included—no other interchanges were considered. The resulting five-year cash flow analysis projects a negative fund balance of more than \$30 million at the end of fiscal year 2027-28.

A funding breakdown of completed and future interchanges is below. Notice that federal and state funding covered 77% of the cost to construct the six recently completed interchanges. However,

federal and state funding only accounts for 6% of the eight future interchange projects. Without a change, no funding will be available for future interchanges and bridge projects with a combined price tag of nearly \$1 billion.

Recently Completed Interchange Projects (1,000s)			
Description	Total	Local	Federal/State
Bob Hope/I-10	\$52,000	\$1,495	\$50,505
Indian Canyon/I-10	\$35,000	\$9,000	\$26,000
Palm Dr/Gene Autry/I-10	\$35,000	\$6,400	\$28,600
Date Palm/I-10	\$31,400	\$4,300	\$27,100
Jefferson St/I-10	\$71,300	\$23,300	\$48,000
Monterey/I-10	\$10,300	\$7,735	\$2,565
Total:	\$235,000	\$52,230	\$182,770

Future Interchange/Bridge Projects (1,000s)			
Description	Total	Local	Federal/State
Monroe/I-10	\$175,000	\$117,826	\$57,174
Jackson/I-10	\$145,000	\$145,000	\$0
Portola/I-10	\$140,000	\$138,725	\$1,275
Avenue 50/SR86	\$60,000	\$59,200	\$800
Avenue 50/I10	\$120,000	\$118,000	\$2,000
Dillon/SR86	\$90,000	\$90,000	\$0
Dillon I-10	\$90,000	\$90,000	\$0
DaVall/I-10	\$145,000	\$145,000	\$0
Total:	\$965,000	\$903,751	\$61,249

Ever rising construction costs of projects such as the Monroe Street interchange indicate that the region's financial situation will be even more dire.

The Monroe Street I-10 Interchange project is scheduled to advertise for construction next fall. Compared to Jefferson Street (the last interchange constructed), construction costs have increased approximately 150%. After accounting for the \$57 million in outside funding that CVAG helped secure, the remaining local funds required total approximately \$117 million. Applying the current 75/25 cost-sharing formula results in an estimated \$88 million share for CVAG and \$29 million share for local jurisdictions. Under CVAG's interchange proportionate share policy, the cash flow impacts will directly affect many member jurisdictions.

The proportionate share policy was established in 2003 for five Coachella Valley interchange projects: Indian Canyon Drive, Palm Drive/Gene Autry Trail, Date Palm Drive, Bob Hope Drive, and Jefferson Street. CVAG retained a traffic impact/transportation planning firm to conduct a benefit assessment analysis that determined the percentage of trips by jurisdiction using each interchange, creating a ratio for the 25% local share responsibility.

To illustrate potential impact, the percentage distribution used for the Jefferson Street interchange was applied to the \$29 million local share balance for the Monroe Interchange:

Jefferson Street Interchange Proportionate local Shares		Monroe Interchange \$29M Local Share
Cathedral City	3.20%	\$928,000
Coachella	2.60%	\$754,000
Desert Hot Springs	0.80%	\$232,000
Indian Wells	0.70%	\$203,000
Indio	50.10%	\$14,529,000
La Quinta	10.70%	\$3,103,000
Palm Desert	2.50%	\$725,000
Palm Springs	4.90%	\$1,421,000
Rancho Mirage	1.60%	\$464,000
Riverside County	22.90%	\$6,641,000

Final proportionate share estimates would be calculated based on the ratio of trips generated by each jurisdiction using the Monroe Street I-10 Interchange.

The table above illustrates how local share costs would potentially be distributed among member jurisdictions for one new interchange. This is only one project: Imagine what the fiscal impact will be if Jackson Street I-10 Interchange, the No. 2 ranked project in the TPPS, also advances to construction. The Jackson Street I-10 Interchange currently has no state or federal funding.

Policy Considerations Moving Forward

CVAG staff will present the following long-term options for discussion at the August meeting:

Revenue Enhancement Options:

- Adjust the cost-sharing policy: The current 75/25 cost sharing formula was established in 2007. Prior to 2007, the cost sharing formula was 50/50. Considering that Road Maintenance and Rehabilitation Account (RMRA) funds (SB1 funding that goes directly to cities and county, not CVAG) have doubled in the last decade, and many cities have their own sales tax measures, CVAG could return to the original 50/50 formula split instead of the current 75/25 split;
- Increase the sales tax: For years, there have been conversations by RCTC about whether to pursue a new sales tax measure to increase cash flow revenues. The region's current Measure A is a half-cent sales tax extended by voters in 2002 for 30 years. RCTC adopted a Traffic Relief Plan to identify the types of projects that could be funded if more revenue is available, and it incorporates CVAG's TPPS. There has been no decision by RCTC about if or when to put something before voters.
- Combine sales tax increase with cost-sharing adjustment;

- Increase development fees: Updates to the TPPS and the related TUMF are in process. Committee members will be reviewing substantial TUMF fee increases. In 2017, CVAG's TUMF Nexus Study calculated a maximum fee of \$8,409 per single-family residence. However, in consideration of funding constraints and project feasibility over a 15-25 year timeframe, the Executive committee adopted a reduced fee of \$2,310 per single-family residence in 2018. TUMF is raised slightly every year due to an inflation adjustment and is currently \$2,840, as compared to the \$15,476 assessed by Western Riverside Council of Governments as of April 1, 2025.

Expenditure Reduction Options:

- Adjust project prioritization: Collaborate with Riverside County and valley cities to reprioritize or eliminate projects from the TPPS;
- Reconsider interchange or large project funding: Evaluate whether CVAG should continue funding interchange projects given their significant cost impact
- Cap CVAG funding for any single project
- Limit CVAG funding to specific project phases. For example, fund only pre-construction activities, or fund only the construction phase

CVAG faces a projected \$33 million budget deficit by 2027-28, with nearly \$1 billion in unfunded future interchange projects. Despite CVAG securing \$185 million in outside funding over the last five years, rising costs—exemplified by the Monroe Street Interchange's 150% cost increase—have created a substantial funding gap. CVAG staff recommends discussing some difficult options – including changing the cost-sharing formula from 75/25 to 50/50, increasing taxes or fees, or reducing project commitments – and directing the Executive Director to return with an additional analysis of cash flow. These policy considerations will require careful evaluation of their impacts on regional transportation goals, member agency capacity, and overall system functionality.

Fiscal Analysis: There is no additional cost to CVAG to develop this cashflow analysis, which applies to projects currently obligated in CVAG's approved Fiscal Year 2025-26 Budget, as well anticipated projects included in the approved 2016 TPPS.

ITEM 7G

**Coachella Valley Association of Governments
Transportation Committee
August 25, 2025**



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 2025-26

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 members' information. The current Chair is Coachella Mayor Steven Hernandez and the Vice Chair is Palm Desert Mayor Jan Harnik, who was elected in February 2025 following Indian Wells City Council's reappointments to CVAG committees.

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>	
2024/2025	Steven Hernandez	Jan Harnik	02/2025-current
2024/2025	Steven Hernandez	Dana Reed	08/2024-02/2025
2023/2024	Steven Hernandez	Dana Reed	
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

FY 2024/2025 TRANSPORTATION COMMITTEE ATTENDANCE ROSTER



CVAG JURISDICTION	JUL	AUG	SEPT	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	✓
Special Meeting	*

ITEM 8b

**Coachella Valley Association of Governments
Transportation Committee
August 25, 2025**



STAFF REPORT

Subject: Regional Transportation Project Status Report

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvaq.org)

Recommendation: Information

Background: CVAG staff provides regular updates to the Transportation and Executive Committees on regionally significant projects through project status reports. This Regional Project Status Report includes the latest updates organized by project type: interchange, bridge, arterial, active transportation, and regional projects led by CVAG.

The following projects have been completed and have been removed from the Regional Project Status Report:

- Cathedral City Downtown Connectors ATP Project
- CV Link community connector in Cathedral City
- CV Sync - Phase I
- Flooding and Blowsand - Desert Hot Springs Emergency Access Study

Fiscal Analysis: There is no further impact to budgets for this action. Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources.

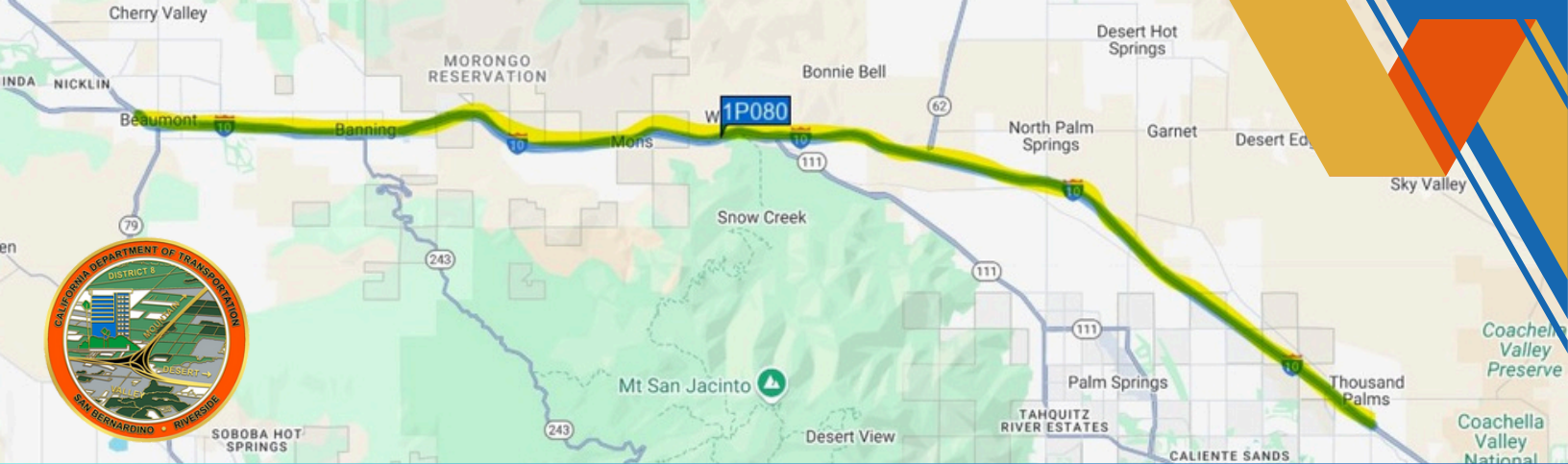
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Transportation Project Status Report
8/20/2025



Project Description	Lead Agency	CVAG Funded					Status
		PSR	PA/ED	PS&E	ROW	CON	
Interchanges							
Avenue 50 @ 86S	COA						CVAG approved funding for PS&E & ROW.
Avenue 50 @ I-10	COA						PS&E underway.
Jackson Street @ I-10	COR						PA/ED completed. 95% Plans are being prepared. ROW acquisition is on hold until requirements are finalized except for armory building.
Monroe Street @ I-10	COR						PA/ED completed. 100% package expected mid August. ROW acquisition underway, draft ROW cert to be submitted end of August. Environmental permits submitted. Additional funding being pursued.
Portola Avenue @ I-10	COR						Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.
Interchange Preparation Fund Projects							
Da Vall Drive @ I-10	CC						PSR complete. Project on-hold until funding for next phase is available.
Dillon Road @ I-10 & SR86	TNP						PSR complete. PA/ED complete. Close out for project with City of Coachella. Twenty Nine Palms Tribe of Mission Indians has become lead agency.
Arterial Links							
Avenue 48 (Van Buren St to Dillon Rd)	COR						Construction complete pending completion of minor punch list items.
Avenue 50 (Calhoun St to Harrison St)	COA						PS&E & ROW underway. Construction of Phase I complete.
Avenue 50 (Jefferson St to Jackson St)	Indio						PA/ED and PS&E underway.
Date Palm Drive (I-10 to Varner Rd)	CC						Phase II is completed. PS&E for Phase III is underway with estimated completion December 2025.
Varner Road (Palm Drive to Date Palm Drive)	CC						PS&E is underway.
Jackson Street Widening (Ave 49 to Ave 52)	Indio						Phase I (widening CON) completed. Phase II (undergrounding, signals, sidewalk CON) expected late 2025. Phase II ROW underway.
Jefferson Street (Ave 38 to Sun City Blvd)	Indio						PA/ED underway.
Bridges							
Airport Boulevard Bridge	COR						PS&E anticipated to be completed by Oct 2025. Construction anticipated 2nd Quarter 2026. ROW cert delayed approximately 6 months.
Avenue 44 Bridge over WWR	Indio						Environmental cleared. ROW cleared. Under construction.
Avenue 50 Bridge over WWR	COA						PS&E & ROW underway. 100% plans being reviewed. ROW acquisition underway.
Avenue 50 Bridge over LQEC	LQ						Project in PS&E phase.
Dillon Road over WWR	TNP						CEQA and NEPA complete. Twenty Nine Palms Tribe of Mission Indians has become lead agency.
Dune Palms Road Bridge over WWR	LQ						Project open, but contractor performing final punch list items.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						Design Complete. ROW Complete. Pending Caltrans approval of RFA to start construction.
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Project in construction. Schedule delayed due to environmental conditions. Construction has resumed.
Ramon Road Bridge	PS						ROW ongoing and plans being updated to latest Caltrans Standards.
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						Project in construction.
Vista Chino Bridge over WWR	PS						Project is in PS&E phase. Extensive negotiations with SCE for utility relocation.
Regional Projects							
Broadband Strategic Plan	CVAG						Market Assessment, Needs Assessment, Gap Analysis, Governance, and Request for Expressions of Interest from ISPs are complete. High Level Design has started. Project completion extended to December 2025.
CV Sync - Phase II	CVAG						Project construction 90% complete.
CV Sync - Phase III & I-10 Bypass Study	CVAG						CV Sync Phase III in design & Varner Rd. Feasibility Study (I-10 by-pass) completed. Potential coordination with State added as separate agenda item
Flooding and Blowsand - ACCESS Indian Canyon Drive	CVAG						Revised Hydraulic Models and Hydrology Report were submitted to CVWD for approval. Geometric Approval Drawings (GAD) are being developed and a wind study is being performed.
Flooding and Blowsand - Varner Road	CVAG						Geometrical Approval Drawings and 30% Plans Completed - Under Review.
Transportation Project Prioritization Study Update	CVAG						Study authorization provided and kick-off held in May 2025. Project update on agenda.
Active Transportation Projects		Grant Funded					
ATP - Arts & Music Line	CVAG						NEPA approved in May 2024. ROW acquisition underway. Design nearing 100% complete. Analyzing Dillon Road alternatives. Construction award anticipated in Q1 2027.
ATP - DHS CV Link Extension in City limits	DHS						PS&E 90% complete for City-led project.
CV Link	CVAG						Construction substantially complete. Contractor performing punch list items.
CV Link - DHS Extension Across I-10	CVAG						PSR Anticipated to begin in September 2025, pending contract approval. Consideration of consultant agreement on agenda.
CV Link - Mecca/North Shore Extension	CVAG						Project authorization and kick-off in May 2025. PSR Underway.
CV Link - Community Connector (Coachella)	CVAG						Construction substantially complete. Contractor performing punch list items.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert; PS-Palm Springs; CC-Cathedral City; COA-Coachella LQ-La Quinta; TNP-Twenty Nine Palms Band of Mission Indians
Other Acronyms: PA/ED = 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; RFB = Request for Bids; RCFC = Riverside County Flood Control

CVAG Funded Phase Legend	
PSR	Project Study Report
PA/ED	Preliminary Engineering / Environmental Document
PS&E	Plans Specifications & Estimates
ROW	Right of Way
CON	Construction



INTERSTATE 10

PREVENTATIVE MAINTENANCE ON ELEVEN BRIDGES PROJECT BETWEEN BEAUMONT AND THOUSAND PALMS

QUICK FACTS



LOCATION

Riverside County between Beaumont and Thousand Palms. On I-10, starting from Veile Ave Undercrossing to Monterey Ave Overcrossing



COST

Est. total cost: \$ 4.93 M.



DURATION

October 2025 - Summer 2026
Weather conditions may impact work schedule and duration.



WORK HOURS

Monday - Friday
Night work behind cone barriers:
10 p.m. to 6 a.m.
Daytime shoulder work may occur
behind cone barriers: 8 a.m. to 4 p.m.
Weekend night work may occur:
11 p.m. to 7 a.m.
Shoulder areas will be closed at various
location during this project.



SCAN NOW TO STAY UP-TO-DATE



PROJECT PURPOSE

This project will perform preventative maintenance on 11 bridges along I-10 including furnish & place polyester concrete overlay, replace joint seal, and HMA. The project will improve safety and ride quality of the bridges between Beaumont and Thousand Palms.

TRAFFIC IMPACTS

One-lane flagging will occur to assist with traffic control in both directions of Overcrossing at all work hours. Alternating lane closures will also be placed at various locations of I-10 for traffic control. Ramp and connector closures will occur at various locations. Oversize and overweight vehicles must adhere to width limits. For more information, please contact (916)322-1297

WHAT TO EXPECT

Multiple traffic flagging and alternating lane closures will occur throughout the duration of the project. Drivers are advised to slow in the project zone and wait for flagging direction. Signage will be placed alerting of work ahead. **DELAYS ARE EXPECTED WITH AT LEAST 20 MIN. WAIT TIME IN EACH DIRECTION.** Weather may delay and/or change the work schedule.

PROJECT CONTACT

Robert Tsai
Public Information Officer
909.925-7517
robert.tsai@dot.ca.gov



ITEM 8d

Coachella Valley Association of Governments Transportation Committee August 25, 2025



STAFF REPORT

Subject: Transportation Project Prioritization Study (TPPS) Status Update

Contact: Randy Bowman, Assistant Director of Transportation (rbowman@cvag.org)

Recommendation: Information

Background: At its April 28, 2025 meeting, at the recommendation of the Transportation Committee, the Executive Committee authorized a contract with HDR Engineering, Inc. to conduct an update to the Transportation Project Prioritization Study (TPPS) and companion documents. The project commenced in May 2025 and is scheduled to be substantially completed mid-2026. This staff report provides an update on the work that has been conducted and outlines next steps to finalizing the TPPS criteria.

The TPPS ranks the regional arterial projects in the Coachella Valley based on a system of criteria adopted by CVAG's Transportation and Executive Committees. The accompanying Regional Arterial Cost Estimate (RACE) provides a cost estimate, in current dollars, of the segmented improvement projects. Once adopted, the TPPS, RACE and the Regional Active Transportation Plan (ATP) serve as the basis for the Transportation Uniform Mitigation Fee (TUMF) Nexus Study.

Ultimately, the TPPS and accompanying documents will set a blueprint for investments and provide clarity on what's needed in the Coachella Valley. CVAG and its member agencies focus their efforts on the transportation projects ranked in the top 10 percent of the TPPS ranking, although factors such as the availability of state and federal funding also may determine how projects move forward for CVAG's consideration. CVAG is also conducting a regional logistics impact study in conjunction with the updates to the TPPS, RACE, and the TUMF Nexus Study to provide insights into the potential impacts of logistics development planned in the various jurisdictions in the Coachella Valley.

TPPS Project Eligibility Criteria

There are two sets of criteria used for the TPPS: criteria for eligibility and criteria for prioritization. The 2016 TPPS and previous iterations of the TPPS have included initial eligibility criteria which must be met in order for new projects to be added to the program. The criteria included in the 2016 TPPS are as follows:

1. Connect to or cross over Interstate 10 or State Route 86S
2. Go through or border two or more jurisdictions
3. Be included in an agency's general plan as a minimum four-lane roadway or street.
4. Have a roadway segment volume exceeding 20,000 average daily traffic (ADT) count in both directions

5. Cross the Whitewater River Channel or a major tributary
6. Be included in the I-10 Closure Plan (added in April 2014)

For a segment to be included in the TPPS, a new proposed project must either be included in the Emergency Response I-10 Closure Plan or meet a minimum of three of the first five criteria listed above. Historically, once a project is included in the TPPS, it remains in the program and is not re-evaluated if the eligibility criteria changes.

The TPPS project team, comprised of CVAG staff and the consultants, reviewed the existing eligibility criteria with the following key takeaways:

- Connections to and crossings over I-10 and SR-86 are critical to regional connectivity and should be maintained as an eligibility criterion.
- Projects that go through or border two or more jurisdictions ensure regional connectivity between member jurisdictions. This criterion should be maintained.
- Projects with a minimum of four lanes included in an agency's general plan keep the TPPS focused on regionally significant roadways and should be maintained as an eligibility criterion.
- A minimum of 20,000 ADT on a minimum of a four-lane roadway ensures an acceptable level of service. This criterion should be maintained.
- Crossing the Whitewater River Channel and inclusion in the I-10 Closure Plan are related to impacts to emergency access and regional connectivity due to an event. Rather than identify separately whether a roadway crosses a channel or is included in the I-10 Closure Plan, these two criteria should be combined.

Additional criteria concepts were considered but are not being recommended by the project team:

- A criterion that sets a limit to how frequently, or if an agency can submit for less than the ultimate improvements in the TPPS along the same or portions of the same corridor.
- A criterion that would include roadways where intersections along the corridor are in the top percentile of crashes in the region. Safety is already a prioritization criterion.
- A criterion capturing technology projects that will help implement elements of the CV Sync or the regional broadband plan.

In the coming months, CVAG staff will be soliciting member jurisdictions' feedback on keeping the first four existing eligibility criteria and consolidating the fifth and sixth into one criterion, for a total of five eligibility criteria:

1. Connect to or cross over Interstate 10 or State Route 86S
2. Go through or border two or more jurisdictions
3. Be included in an agency's general plan as a minimum four-lane roadway or street.
4. Have a roadway segment volume exceeding 20,000 ADT in both directions
5. Included in the I-10 Closure Plan or crosses the Whitewater River Channel or major tributary.

Staff anticipates that a new proposed project must meet a minimum of three of the five criteria to be included in the TPPS. Starting in September, CVAG staff will engage with member jurisdiction staff to get their feedback as well as collect updates on TPPS projects and other project supporting data.

TPPS Project Prioritization Criteria

In addition to the eligibility criteria, the project team is beginning to analyze the prioritization criteria.

This analysis includes reviewing the feedback from the Transportation Committee's October 2024 workshop in which members participated in a comparative analysis exercise. The Transportation Committee compared strengths of the four TPPS prioritization criteria that have been used for three decades to "prioritize" investments of regional dollars – Pavement Condition; System Continuity (Gaps); Congestion (Level of Service); and Accident Rates, along with eight potential criteria that staff identified based on members' previous feedback and state and federal funding opportunities including: Encourage Infill Development; Improve Climate & Disaster Resiliency; Improve Access In & Out of the Coachella Valley; Add Pedestrian & Bicycle Routes; Improve Aesthetics; Improve Access In & Out of Events; Build Infrastructure in Disadvantaged Communities; and Improve Mobility for Disadvantaged People.

Following the October 2024 workshop, CVAG staff distributed the results of the meeting and the ranked criteria to the member jurisdictions' staff for their review and feedback. CVAG staff previously reported the results of the feedback, which for the most part, jurisdiction staff feedback received was supportive and non-specific.

The project team is presently reviewing the prioritization criteria for possible refinements in light of the results of the Transportation Committee workshop and the jurisdiction staff feedback. Initial concepts of refined prioritization criteria include consolidating the October 2024 potential criteria into themes such as equity, safety, resiliency, and connectivity, which would then have scoring applied based on objective data, a process which would continue from past practice. Those criteria will return for committee feedback in the coming months.

Fiscal Analysis: There is no additional cost to CVAG for this informational report.

The contract for HDR Engineering, Inc. to conduct the update of the TPPS and companion document, including the regional logistics study, is \$1,482,275.

ITEM 8e

**Coachella Valley Association of Governments
Transportation Committee
August 25, 2025**



STAFF REPORT

Subject: New location of CVAG's public meetings

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

Recommendation: Information

Background: For decades, CVAG has held its public meetings at the Parkview building located at 73-710 Fred Waring Drive in Palm Desert. The building is owned by the City of Palm Desert. In 2024, Palm Desert staff notified CVAG that it would be demolishing the Parkview building to make space for the City's new library that is being built adjacent to Civic Center Park. The City also agreed to build a new conference room space for CVAG as part of the library's construction.

In the interim, CVAG staff sought to find an alternative meeting location for CVAG and for its sister agencies, the Coachella Valley Conservation Commission (CVCC) and the Coachella Valley Power Agency (CVPA). CVAG staff previously notified committee members and the public that CVAG anticipated moving its meetings to the Colorado Regional Water Quality Control Board. Over the summer, CVAG learned the partnership would not be possible as logistics could not be worked out with the State.

Thankfully, the Coachella Valley Water District (CVWD) has agreed to have CVAG host its public meetings at CVWD's Steve Robbins Administration Building Training Room, 75515 Hovley Lane East in the City of Palm Desert. CVAG and CVCC have larger-than-most governing boards, and the room is equipped to accommodate this need. The first meeting at the new location will be the August meeting of CVAG's Transportation Committee. CVAG staff has posted the new location on its websites and also reached out to member jurisdictions to notify them of the change.

Fiscal Analysis: CVWD is providing the meeting room at no cost to CVAG. Coordination of public meetings is covered under existing staff time. Minor equipment purchases, such as additional microphones, may be necessary and would be covered under the Executive Director's spending authority and CVAG's existing budget.