



**AGENDA FOR
JOINT MEETING OF THE
EXECUTIVE COMMITTEE
AND
TRANSPORTATION COMMITTEE**

**MONDAY, DECEMBER 4, 2023
4:30 p.m.**

Desert Regional Medical Center
Jerry Stergios Building – First Floor Conference Room
1140 N. Indian Canyon Drive
Palm Springs, CA 92262

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

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

CVAG CAN BE REACHED AT (760) 346-1127

1. **CALL TO ORDER OF THE EXECUTIVE COMMITTEE** – Chair Scott Matas, Mayor, City of Desert Hot Springs

2. **ROLL CALL OF EXECUTIVE COMMITTEE**

A. Member Roster

P6

3. **CALL TO ORDER OF THE TRANSPORTATION COMMITTEE** – Chair Steven Hernandez, Mayor, City of Coachella

4. **ROLL CALL OF TRANSPORTATION COMMITTEE**

A. Member Roster

P7

5. **PLEDGE OF ALLEGIANCE**

6. **AGENDA MODIFICATIONS (IF ANY)**

7. **PUBLIC COMMENTS ON JOINT COMMITTEE AGENDA ITEMS**

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

8. **EXECUTIVE COMMITTEE CHAIR / TRANSPORTATION COMMITTEE CHAIR ANNOUNCEMENTS**

9. **EXECUTIVE DIRECTOR ANNOUNCEMENTS**

A. Welcome Message from Desert Care Network Chief Executive Officer Michelle Finney

10. **CONSENT CALENDAR FOR TRANSPORTATION COMMITTEE**

A. Authorize the Executive Director to execute Amendment No. 1 with Magaña Consulting Services LLC. for work related to CV Link, extending the contract for two years with an optional two additional years, at a total not-to-exceed annual amount of \$130,000

P8

B. Concur with the one-time procurement method of selecting quotes for a vehicle purchase and authorize the Executive Director to execute the purchase of a Tesla Model Y electric vehicle for the CV Sync program at a cost not to exceed \$49,538

P13

- C. Authorize the Chair and/or Executive Director to execute a cooperative agreement with the City of Cathedral City for a total amount not-to-exceed \$534,404.51, including a 15 percent contingency, for the construction of a CV Link community connector to the Dream Homes Park P15

10.1. ITEM(S) HELD OVER FROM CONSENT CALENDAR FOR TRANSPORTATION COMMITTEE

11. CONSENT CALENDAR FOR EXECUTIVE COMMITTEE

- A. Approve Agenda Items 10A-10C, conditioned on Transportation Committee endorsement
- B. Adopt CVAG’s 2023-24 Federal and State Legislative Platform P25
- C. Receive and file the quarterly report for the CV Housing First program, representing clients served in the third quarter of 2023
- D. Authorize the Executive Director to take any necessary steps to amend Inland Regional Energy Network (I-REN) agreements and any other documents to remove SoCalGas as the fiscal agent P45
- E. Authorize the Chair and/or Executive Director to work with member jurisdictions and South Coast Air Quality Management District on collecting air quality data as well as secure federal funding reimbursements that address the impacts of Tropical Storm Hilary P47

11.1. ITEM(S) HELD OVER FROM CONSENT CALENDAR FOR EXECUTIVE COMMITTEE

12. DISCUSSION / ACTION

- A. Construction Contract award for CV Link Multi-Modal Transportation Corridor Project – Segments 3/4/5 Federal Aid Project No(s). CML-6164(027), CML-6164(028), CML-6164(029) Project No. CVL-2023-001 and additional subsegments – Jonathan Hoy P49

Recommendation: Authorize the Executive Director to execute construction contracts with Ames Construction Inc. for a not-to-exceed amount \$30,734,147.40, including contingency, for Segment 3/4/5 and, as right-of-way is finalized, additive bid alternatives A and B

- B. Next Steps for the Arts and Music Line Project – Randy Bowman P59

Recommendation: Authorize the Executive Director to take the following actions for the Arts & Music Line project:

1. Execute a professional service agreement with Anser Advisory, LLC in an amount not to exceed \$509,333, including 20 percent contingency, to provide pre-construction and construction management services;
2. Execute a professional service agreement with T.Y. Lin International in an amount not to exceed \$50,000 to provide pre-construction and construction management services;
3. Execute a professional services agreement with Chen Ryan Associates, Inc. in an amount not to exceed \$934,730, including 20 percent contingency, to provide non-infrastructure program professional services; and
4. 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, construction management, and non-infrastructure program services

C. Support for CV Sync Traffic Engineering Services – Kristopher Gunterson P153

Recommendation: Authorize the Executive Director to execute a contract with HR Green Pacific, Inc. for a not to exceed amount of \$300,000 annually to provide on-call traffic engineering services for the CV Sync program, for a period of one year with an option for three additional one-year agreements

D. CV Sync Phase III and additional Environmental and Engineering Services along Varner Road – Eric Cowle P172

Recommendation: Authorize the Executive Director to:

1. Execute an engineering services contract with Dokken Engineering for a total not-to-exceed amount of \$5,148,209, including contingency, for work along Varner Road to include CV Sync Phase III design and engineering and a feasibility study of an Interstate 10 bypass;
2. Negotiate and execute reimbursement agreements with the local jurisdictions for costs related to the I-10 bypass

E. Next Steps for Addressing Climate Change, Emergencies and Sand Storms (ACCESS) on Indian Canyon Drive – Jonathan Hoy P201

Recommendation: Contingent on action by the California Transportation Commission, authorize the Executive Director to 1. Take the necessary steps to accept \$50 million from the 2023 Local Transportation Climate Adaptation Program (LTCAP) for the ACCESS – Indian Canyon project, including finalizing agreements with local jurisdictions for their contributions and 2. Execute Amendment No. 2 with Michael Baker International for an additional not-to-exceed \$2,540,074 in order to finalize the design and engineering of additional project components

13. INFORMATION

- a) Executive Committee Attendance Roster P219
- b) Transportation Committee Attendance Roster P220
- c) Status of I-10 Interchange Projects P221

- d) CVAG Regional Arterial Program - Project Status Report P222
- e) Bicycle/Pedestrian Safety Program – Project Status Report P223
- f) CVAG Quarterly Investment Report P224
- g) Update on Local and Multi-Jurisdictional Hazard Mitigation Plans P225
- h) Preparing Elected Officials For The Next Tropical Storm Hilary P226
- i) Engaging the CV 200 through CVAG’s Mobile Access Center P231
- j) Update on Property Assessed Clean Energy (PACE) Program P233
- k) Outreach related to Climate Pollution Reduction Grants Funding Opportunity and the Inland Regional Energy Network Program P235
- l) Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance P237

14. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

15. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, January 29, 2024, 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 **Transportation Committee** will be held on Monday, February 5, 2024, at 10 a.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260. The January meeting is being canceled.

16. ADJOURNMENT OF EXECUTIVE AND TRANSPORTATION COMMITTEES

ITEM 2A**EXECUTIVE COMMITTEE**

2023-2024 ROSTER



Jurisdiction	Members
City of Coachella, Past Chair	Steven Hernandez Mayor
City of Palm Springs	Grace Garner Mayor
City of Indio	Oscar Ortiz Mayor
Twenty-Nine Palms Band of Mission Indians	Darrell Mike Tribal Chair
Torres Martinez Desert Cahuilla Indians	Joseph Mirelez Tribal Vice Chair
Cabazon Band of Cahuilla Indians	Brenda Soulliere Tribal Member
Agua Caliente Band of Cahuilla Indians	Reid Milanovich Chairman
City of Indian Wells	Donna Griffith Mayor
City of Cathedral City	Rita Lamb Mayor
City of Palm Desert	Kathleen Kelly Mayor
City of La Quinta	Linda Evans Mayor
City of Blythe	Joseph DeConinck Mayor
County of Riverside	Kevin Jeffries , 1st District Supervisor Karen Spiegel , 2 nd District Supervisor Chuck Washington , 3 rd District Supervisor V. Manuel Perez , 4 th District Supervisor Yxstian Gutierrez , 5 th District Supervisor
City of Rancho Mirage, Vice Chair	Ted Weill Councilmember
City of Desert Hot Springs, Chair	Scott Matas Mayor

**TRANSPORTATION COMMITTEE
ROSTER**



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

ITEM 10A

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Contract Amendment for Magaña Consulting Services LLC.

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

Recommendation: Authorize the Executive Director to execute Amendment No. 1 with Magaña Consulting Services LLC. for work related to CV Link, extending the contract for two years with an optional two additional years, at a total not-to-exceed annual amount of \$130,000

Background: Magaña Consulting Services LLC., has been providing consulting services to CVAG for the past two 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.

With CV Link's current construction entering its final stages and new construction beginning on Segments 3-5, CVAG staff is now recommending an amendment to Magana's professional service agreement that would extend Mr. Magana's services until December 2025. This contract would allow continued support for the completion of the current CV Link construction. Mr. Magana will also focus on finalizing all the necessary agreements with project stakeholders to complete construction of the remaining segments within CV Link Phase 1. This includes the construction of segments within the Cities of Cathedral City, Coachella, Indio, La Quinta, Palm Desert and Palm Springs as well as the tribal lands of the Cabazon Band of Cahuilla Indians and Twenty-Nine Palm Band of Mission Indians.

Mr. Magaña's services include assisting with construction coordination and pathway segmenting; negotiating right of way easements with the Bureau of Indian Affairs, tribal allottees, tribal nations and private landowners; coordinating with government and regulatory agencies; and administering license and cooperative agreements.

Should Magaña's services be determined to not be needed at any time, the agreement can be terminated without cause.

Fiscal Analysis: CVAG staff are recommending a contract amendment with Magaña Consulting that extends two years, ending in December 2025. The amendment will increase the hourly rate to \$85 per hour and set a not-to-exceed annual maximum of \$130,000. This hourly rate is consistent with a contract that the Coachella Valley Conservation Commission has with Magaña Consulting. CVAG's contract will allow for approximately 30 hours per week, although compensation will be paid on a time-and-material basis.

This will bring the total cost of the agreement to \$460,000, with an option for an additional two years at \$130,000 annually. The cost of services for this agreement will be paid for with existing CV Link funding sources.

Attachment:

Amendment Number One to the Professional Services Agreement with Magaña Consulting Services LLC.

**AMENDMENT NUMBER ONE
to the
AGREEMENT FOR PROFESSIONAL SERVICES
for the
CV LINK PROJECT**

This **AMENDMENT NUMBER ONE** is made and entered into this **4th day of December 2023**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency ("**CVAG**"), and **Magaña Consulting Services, LLC**, an independent contractor, ("**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 One extends the term of the Agreement to **December 6, 2025**, with an option to extend the term for two additional one-year extensions as authorized by the Executive Director.
2. This Amendment Number One replaces the original scope of work with Exhibit A. Scope of Work.
3. This Amendment Number One increases the hourly rate in Exhibit B. to **\$85**.
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 thirty thousand dollars (\$130,000.00)**".

Original Agreement	December 6, 2021	\$100,000 Annually
Amendment Number One	December 4, 2023	\$130,000 Annually

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

**CONSULTANT:
Magaña Consulting Services, LLC**

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Martin Magaña, Consultant

Date: _____

Date: _____

Exhibit A

Scope of Work

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

- Work with the design team to identifying solutions on project obstacles when they arise.
- Review preliminary title reports, property appraisals for right-of-way easements.
- Negotiate right of way easements with the BIA (Allottees, Tribes) and Private landowners.
- Negotiate small contracts, with CVAG approval, for additional work that may be needed (i.e., power washing, pathway maintenance, promontory point).
- Contract procurement, management, and administration (i.e., Alta Planning & Design, Anser Advisory Group, Terra Nova Planning & Research, Riverside County Economic Development Agency, Best, Best & Krieger, Renova Energy (Desert Arc), LAE Associates, Mainiero Smith Associates, TB Penick, Chel's Power Washing).
- Participate in Project Management Team meetings.
- Provide coordination with government and regulatory agencies (Caltrans, Cities, County, EDA, BB&K, CVWD, RCFC, DWA, Army Corps, BLM, Vector Control) related to easements for CV Link.
- Provide coordination with consultants.
- Submit CV Link quarterly reports to Caltrans, Desert Healthcare and South Coast Air Quality Management District.
- Coordinate with Caltrans in processing authorizations such as, Right-of-Way Certifications, E-76, finance letters, supplemental agreements, construction contract awards.
- Assist with construction management coordination of CV Link.
- Administer License Agreements with CVWD, RCFC and City of Palm Springs.
- Administer Cooperative Agreements with cities of Palm Desert, Palm Springs and others that may arise.
- Review payment requests on invoices.
- Conduct site visits as needed.
- Conference calls.
- Send and respond to e-mails.
- Draft staff reports as needed for committee meetings.
- Participate in committee meetings.
- Prepare exhibits as needed.

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
Project Manager	\$85.00

DRAFT

ITEM 10B

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Vehicle Purchase for the CV Sync program

Contact: Kris Gunterson, Program Manager (kgunterson@cvag.org)

Recommendation: Concur with the one-time procurement method of selecting quotes for a vehicle purchase and authorize the Executive Director to execute the purchase of a Tesla Model Y electric vehicle for the CV Sync program at a cost not to exceed \$49,538

Background: In June 2023, the CVAG Executive Committee, at the recommendation of the Executive Committee, authorized the Executive Director to take the necessary steps to execute and file the Notice of Completion of CV Sync's Phase I construction. This is the point of the project where CVAG staff assumed operation of the systems through the Regional Transportation Management Center (RTMC) for signals along Highway 111, Ramon Road and Washington Street.

CV Sync is designed to synchronize traffic regionally and introduce intelligent transportation system infrastructure (ITS) in the Coachella Valley in order to reduce traffic delays, improve air quality and improve safety. One of the primary responsibilities of operating CV Sync is maintaining the synchronization of the completed corridors. The fine-tuning of traffic signal timing is an on-going activity, as synchronization will continue to be adjusted for the region's different seasonal variations as well as for regional events.

With operations commencing, staff has recognized the need to drive along the corridors and provide real-time feedback to traffic engineering contractors for modifications to the timing and synchronization. CVAG staff evaluated a number of smart, electric vehicles and sought feedback from the project's consultants. Staff is recommending the purchase of a Tesla Model Y Electric Vehicle supports one of the goals of the CV Sync program, which is to reduce greenhouse gas emissions, reduce maintenance costs, and eliminate fuel expenses. Tesla Vision, which is operational on all Tesla vehicles, provides real-time verification of CV Sync's connected vehicle equipment. This data allows staff to evaluate and verify the operation of CV Sync roadside units deployed in the field. Other manufacturers do not provide this operational software.

Staff also secured quotes for electric vehicles from Ford and Chevrolet, but they came in higher than the Tesla estimate.

Tesla also comes equipped with Tesla Vision, and it was the first auto manufacturer that tested with the connected vehicle information infrastructure. The Tesla on-board unit receives information from the roadside unit infrastructure to provide additional data to the CV Sync team.

Improvements continue to expand across the Coachella Valley as Phase II construction starts along an additional 19 corridors. Staff will be able to utilize this vehicle to verify operations of new equipment installed during phase II. Construction of Phase II is expected to be complete in spring 2025.

Staff is recommending the Executive Director be authorized to take the necessary steps to purchase the Tesla Model Y electric vehicle. In addition, staff is recommending the Executive Committee formally concur with the one-time procurement method of selecting quotes for this vehicle purchase. CVAG's Policy No. 21-04 for Procurement Policy and Procedures does not specifically address the purchase of vehicles. It identifies that a formal solicitation, such as a request for bids or proposals, should be used when the dollar threshold exceeds \$25,000. However, given the nature of this procurement, staff solicited quotes from various dealerships instead.

Fiscal Analysis: Purchase of the Tesla Model Y was quoted at \$49,537.33, including sales tax and registration fees. The vehicle has an expected annual maintenance cost of \$1,000 for tires and routine upkeep. Electric vehicle charging is available at the RTMC's office building at no charge.

The estimated cost was incorporated into CVAG's transportation budget this fiscal year. CVAG staff also solicited quotes for an electric Chevy Blazer and a Ford Mustang Mach-E, which both were higher quotes than the Tesla and exceeded \$50,000.

ITEM 10C

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: CV Link Community Connector Project Cooperative Agreement

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

Recommendation: Authorize the Chair and/or Executive Director to execute a cooperative agreement with the City of Cathedral City for a total amount not-to-exceed \$534,404.51, including a 15 percent contingency, for the construction of a CV Link community connector to the Dream Homes Park

Background: In spring 2022, CVAG secured \$1,153,341 in funding from the Clean California Local Grant Program (CCLGP), which is a competitive statewide program administered by Caltrans to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers and other public spaces. The program is part of the nearly \$1.1 billion Clean California initiative the State launched to take direct aim at litter abatement, state beautification, safety projects, and education campaigns. CVAG, in partnership with the Cities of Cathedral City and Coachella, sought funding to cover design and construction costs of creating connections to CV Link, providing better access for cyclists and pedestrians between parks and the pathway. The funding also covers landscaping, installation of benches, wayfinding signs and trash receptacles and planting of shade trees.

In April 2022, to streamline the work funded by the Clean California Grant, the CVAG Executive Committee, at the recommendation of the Transportation Committee, adopted Resolution 2022-03 and authorized the Executive Director to conduct all negotiations, execute and submit the documents necessary for the completion of the project. In addition, the Executive Committee approved Amendment No. 10 with Alta Planning & Design, which was inclusive of work to design and connect the CV Link community connectors to the parks in Cathedral City and the City of Coachella.

The connector project in the City of Coachella is being recommended to move forward as part of the next construction stage of CV Link, and it is detailed in a separate staff report. In the City of Cathedral City, there is an opportunity to coordinate the connector's construction with the City-led construction of Dream Homes Park. Therefore, staff is recommending a cooperative agreement with the City to reimburse the project costs.

The City's Dream Homes Park is being built along City-owned land adjacent to the first stretch of CV Link to open, which extends from Vista Chino Road in Palm Springs to Ramon Road in Cathedral City. In December 2021, the California State Parks awarded Cathedral City \$8.498 million of Statewide Park Program (SPP) Round 4 grant funds for the Dream Homes Park project.

In June 2022, the City authorized a contract with Verde Design, Inc. for the landscaping, design, and engineering services. In addition, the consultant assisted in preparing final design and engineering plans, contract bid documents, and providing technical oversight during the construction of the park.

To avoid two contractors working in the same area, CVAG and City staff saw an opportunity to have both the park and community connector constructed by a single prime contractor. The CV Link design standards for the community connector were incorporated into the Dream Homes Park project as an additive alternate. City staff properly advertised and posted a request to bid on September 23, 2023, for a period of thirty-one (31) calendar days. The City received one (1) bid from Urban Habitat and is moving ahead with the project.

Staff is recommending the cooperative agreement to cover the costs of the CV Link connector. If approved, work will start in January 2024 and is expected to be completed by June 2024.

Fiscal Analysis: The City of Cathedral City's contract with Urban Habitat is for \$6,452,061.30. The cost for the CV Link connector and concrete pathway inside the park itself came out \$464,699.57. The city has included a 15% contingency for any unforeseeable construction costs, which adds an additional \$69,704.94. This brings the total cost to \$534,404.51. CVAG staff has reviewed and agrees with the construction cost of the CV Link community connector.

CVAG has secured grant funding in the amount of \$1,153,341 for the Coachella Valley Community Connectors project. The project qualified for a zero-dollar local match.

Cathedral City would be reimbursed for work related to the construction of the CV Link community connector in the amount of \$464,699.57 with a 15% contingency for a total not-to-exceed. The remaining available grant funds for the community connectors in the City of Coachella are \$568,936.49.

Attachments:

Cooperative Agreement with the City of Cathedral City

**COOPERATIVE AGREEMENT
BY AND BETWEEN
CVAG AND CITY OF CATHEDRAL CITY
FOR
CV LINK COMMUNITY CONNECTOR PROJECT IN THE CITY OF CATHEDRAL CITY
CVAG Contract No. CVAG-23-037**

THIS AGREEMENT is made and entered into this 4th day of December 2023, by and between the City of Cathedral City ("City"), a California charter city, and the Coachella Valley Association of Governments ("CVAG"), a California joint powers authority, (each a "Party," and collectively the "Parties," to this agreement,) and is made with reference to the following background facts and circumstances:

A. The proposed "CV Link Community Connector Project" entails construction of a multi-use path to the regional CV Link network west of the Whitewater Channel to the east side of the Dream Home Park in the City of Cathedral adjacent to the Dream Homes neighborhood.

B. Design and engineering of the proposed CV Link connector to Cathedral City's Dream Homes Park is complete; and construction is expected to begin early 2024;

C. The Parties wish to enter into this cooperative agreement whereby the City will manage the construction of the CV Link Community Connector Project consistent with Engineering Plans and Specifications approved by City and CVAG;

D. CVAG will pay for the cost of constructing multi-use path consistent with the approved CV Link Community Connector Project design, including construction administration costs. This cost will be determined by the value of construction bid that is accepted by the City for the CV Link Community Connector Project, and the construction management firm selected by the City and CVAG through a Request for Proposals for construction management services;

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties mutually agree as follows:

1. The final design of the CV Link Community Connector Project prepared by CVAG shall be subject to review and reasonable approval by the City prior to the commencement of any construction and shall be finalized in consultation with CVAG.

2. CVAG shall reimburse City for costs in the manner provided herein. Notwithstanding any other provisions herein, CVAG shall not be obligated for any monetary contributions that have not been approved and budgeted for this project. The budget for this project will be based on the Engineer's Estimate and approved by CVAG based on the lowest responsive bid received. Should the lowest responsive bid be in

excess of the CVAG approved project budget, CVAG shall have the option of funding the difference between the budgeted amount and the lowest responsive bid or terminating the project and cooperative agreement.

3. Upon approval of the project design by the City and CVAG, funds shall be authorized and budgeted by CVAG for reimbursement to the City for construction and construction management costs associated with the CV Link Community Connector Project. Reimbursement of project costs incurred by the City shall be made as follows: The City shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, City shall submit invoices to CVAG requesting reimbursement. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to City, and documents evidencing City's payment of the invoices or demands for payment. City shall also submit a Project Completion Report, in a form acceptable to CVAG, with each statement. City shall submit invoices not more often than monthly and not less often than quarterly.

3.1 Upon receipt of an invoice from City, CVAG may request additional documentation or explanation of the costs for which reimbursement is sought. Undisputed reimbursement amounts shall be paid by CVAG to City within thirty (30) days. Any disputes between the City and CVAG on Project Costs shall be negotiated between the City Manager and Executive Director.

3.2 If a post-payment audit or review indicates to the parties' mutual satisfaction that CVAG has provided reimbursement to City in an amount in excess of that permitted under this agreement, City shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.

3.3 Prior to any final payment to City by CVAG, a final report shall be submitted to CVAG by City containing a record of all payments made for the CV Link Community Connector Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG within thirty (30) days of in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility for the CV Link Community Connector Project.

3.4 The format used for all bids solicited by City for the CV Link Community Connector Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible. If requested by CVAG prior to the award of the bid, it shall be the responsibility of City to determine what, if any, portion of the work is an enhancement to any specifications adopted for the CV Link model, for which there shall be no reimbursement.

3.5 City shall maintain an accounting of all funds received from CVAG pursuant to this agreement in accordance with generally accepted accounting principles. City agrees to keep all contracts and records for a period of not less than three years from the date a notice of completion is recorded by the City for the CV Link Community Connector Project.

The City may keep the records in either electronic or hard copy format. City shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the CV Link Community Connector Project. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

3.6 CVAG shall allow City access to and use of all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of the planning, approval and construction of the bike path element of the CV Link Community Connector Project. Any copies of said originals obtained by City may be used, reused, or destroyed by City without the permission of CVAG, unless otherwise provided by law.

3.7 The City shall allow CVAG access to and use of all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of the planning, approval and construction of the bike path element of the CV Link Community Connector Project. Any copies of said originals obtained by CVAG may be used, reused, or destroyed by CVAG without the permission of the City, unless otherwise provided by law.

3.8 CVAG has secured local funding for this project, including regional transportation dollars and grants from the Desert Healthcare District, the South Coast Air Quality Management District, and Clean California Local Grants Program. In the event that CVAG determines that reimbursements should include funding from the South Coast Air Quality Management District, the parties agree that announcements, news releases and other communication materials describing the project shall acknowledge "The project was made possible by a grant from the South Coast Air Quality Management District AB 1318 Mitigation Fees Fund to reduce or mitigate emissions within the Coachella Valley." Additionally, should the SCAQMD funding be used, CVAG and the City will include an acknowledgement of support and disclaimer in any publication of materials.

3.9 Because the CV Link Community Connector Project is built within the City's existing right of way, the City will be responsible for the operation and maintenance of the multi-use path. CVAG will work cooperatively with the City to find additional funding sources to address these costs.

4. The occurrence of any one or more of the following events shall, at the non-defaulting Party's option, constitute an Event of Default and the defaulting Party shall provide the other Party with immediate notice thereof.

4.1 Any warranty, representation, statement, report or certificate made or delivered to the other Party or any of its officers, employees or agents, now or hereafter, which is incorrect, false, untrue or misleading in any material respect;

4.2 Failure of any Party to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this agreement or any amendment

to this agreement, or any agreement delivered in connection with the CV Link Community Connector Project; If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have thirty (30) days to effect a cure prior to exercise of remedies by the complaining party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if (i) the cure is commenced at the earliest practicable date following receipt of the notice; (ii) the cure is diligently prosecuted to completion at all times thereafter; (iii) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (iv) the cure is completed at the earliest practicable date. In no event shall the complaining party be precluded from exercising remedies, subject to the preceding sentence if a default is not cured within sixty (60) days after the first notice of default is given.

4.3 Or Occurrence of any of the following: dissolution, termination of existence or insolvency of a Party; the commencement of any proceeding under any bankruptcy or insolvency law by or against a Party; entry of a court order which enjoins, restrains or in any way prevents a Party from paying sums owed to creditors.

5. No waiver of any Event of Default or breach by one Party hereunder shall be implied from any omission by any 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 any other Party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

6. This agreement is made and entered into for the sole protection and benefit of the City and CVAG, and no third person shall have any right of action under this agreement.

7. This agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venturer with City as to the CV Link Community Connector Project. The City shall assume the defense of, indemnify and hold harmless, CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the City related to the CV Link Community Connector Project or taken in the performance of this agreement or any agreement entered into by City with reference to the CV Link Community Connector Project. CVAG shall assume the defense of, indemnify and hold harmless the City, its officers, directors, agents, employees, servants, attorneys, and

volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from (a) the actions or inactions of CVAG related to the CV Link Community Connector Project or taken in the performance of this agreement; or (b) litigation concerning compliance with environmental laws specific to CV Link and not associated with the CV Link Community Connector Project prior to any subsequent incorporation into the CV Link Community Connector Project.

8. City agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by City on each contract. City will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.

9. Any dispute concerning a question of fact arising under this agreement that is not disposed of by voluntary negotiations between the Parties shall be decided by decided jointly by the City Manager and Executive Director. However, no action in accordance with this Section shall in any way limit any Party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse the City from full and timely performance in accordance with the terms of this agreement.

10. The City and CVAG mutually warrant that all aspects of the CV Link Community Connector Project shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. The Parties will execute and deliver to each other such further documents and do other acts and things as are reasonably requested in order to comply fully with all applicable requirements and to effect fully the purposes of this agreement.

11. This agreement may not be assigned by either Party without the express written consent of the other Party.

12. The Parties and their successors in interest and assigns shall be bound by all the provisions contained in this agreement.

13. No officer or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by either Party or for any amount which may become due to either Party or to its successors, or for breach of any obligation of the terms of this agreement.

14. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding.

15. No officer or employee of either Party 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.

16. City warrants that the funds received by City pursuant to this agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this agreement.

17. 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 **CVAG**: Tom Kirk, Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
Telephone: (760) 346-1127

If to **CITY**: Charlie McClendon, City Manager
City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Telephone: (760) 770-0399

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.

18. This agreement sets out the entire agreement between the Parties, and is intended by the Parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this agreement, is null and void.

19. 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.

20. In the event any 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.

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

22. 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, and State of California.

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

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

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

ATTEST:

CITY OF CATHEDRAL CITY

By: _____
Charlie McClendon, City Manager

By: _____
Rita Lamb, Mayor

ATTEST:

CVAG

By: _____
Tom Kirk, Executive Director

By: _____
Scott Matas, Chair

DRAFT

ITEM 11B

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Annual Review of CVAG's Federal and State Legislative Platform

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

Recommendation: Adopt CVAG's 2023-24 Federal and State Legislative Platform

Background: CVAG adopted its first legislative platform in February 2022 to engage in advocacy efforts in Sacramento and Washington D.C. and elevate the interests of CVAG and its member jurisdictions. As part of this engagement strategy, the legislative platform is essential to direct and guide staff and lobbyists to advocate certain positions on policy issues of priority established in the platform and that are approved by the Executive Committee. With adoption of the legislative platform, CVAG can expeditiously engage in the legislative and regulatory process to ensure that its interests are represented.

The 2024 Legislative Platform has been reviewed by CVAG's committees. Staff is recommending that the platform be amended from a calendar-year approach to one that aligns with California's legislative cycle. As part of the review process, the legislative platform includes an amendment that adds language related to authorizing CVAG staff to advocate for increased funding for and availability of housing vouchers. Although the Homelessness Committee did not have quorum to formally make the formal recommendation at their November meeting, Committee members were provided an overview of this change as an informational item. The Homelessness Committee has received updates regarding the lack of housing vouchers constraining the ability of CVAG's CV 200 program to house homeless persons. As such, Committee members have recognized and consistently supported the idea of advocating for additional resources to assist the homeless population in the Coachella Valley and Riverside County.

As part of a legislative strategy for Transportation, CVAG staff and lobbyists will continue to focus on opportunities to secure outside funding for priority projects. The Bipartisan Infrastructure Law, the American Rescue Plan and the Inflation Reduction Act have been key to providing new funding opportunities. These include opportunities related to climate adaptation and resilience, public transportation infrastructure, broadband and housing to name a few. CVAG staff will continue to monitor the promulgation of rules related to key funding programs to ensure a fair share of funding for the region. This includes ensuring that programs use scoring evaluation and metric tools that provide favorable and competitive opportunities for the Coachella Valley and the region. This includes opposing use of CalEnviroscreen, which staff maintains does not properly reflect the region's socioeconomic diversity, and instead supporting policies that used income-based measures of need.

Additionally, CVAG staff will continue to monitor and engage on policies that aim to restrict local control and decision-making over local resources. For example, AB 6 and AB 7 by Assemblymember Laura Friedman aimed to restrict use of local resources for projects that did not achieve certain environmental requirements, such as greenhouse gas emissions reductions. Both bills passed the Assembly but stalled in the Senate. For the Coachella Valley, these types of policies could hinder projects that add capacity to the regions' transportation system at a time when state and federal funding is not keeping up the region's needs. .

On January 3, 2024, the State Legislature will reconvene and will enter its second year of its two-year legislative cycle. With adoption of the 2024 Legislative Platform, CVAG will continue to coordinate with its member jurisdiction on advocacy at both the state and federal levels.

Fiscal Analysis: There is no cost to CVAG for this item. Current state advocacy costs are covered under a contract with the Politico Group.

Attachment: 2023-24 Federal and State Legislative Platform

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

2023-24 Federal and
State Legislative
Platform





Coachella Valley Association of Governments

The Coachella Valley Association of Governments (CVAG) is a council of governments in the Coachella Valley and eastern Riverside County that funds and delivers transportation projects, operates regional programs and coordinates government services in order to improve and address issues of regional significance. CVAG's activities include, but are not limited to, improving the regional transportation system, providing services to the chronically homeless and promoting the use of green energy and sustainability. CVAG's membership includes 10 cities, the County of Riverside and four Indian tribes. As an organization committed to addressing issues of common interest and concern of its member agencies, CVAG strives to implement regional programs and policies that advance a better quality of life and balanced growth for residents, businesses and tourists of Central and Eastern Riverside County.

The legislative platform will guide the tracking and analysis of priority legislative, budget, regulatory, and administrative issues at the federal and state levels. It will assist in providing staff and lobbyists guidance on policy-related matters that may impact the operation and implementation of the various programs and services offered by CVAG. This document will facilitate the development of a federal and state strategy and focused action plan to address the needs and priorities of CVAG and its member jurisdictions.

**Agua Caliente Band of Cahuilla
Indians**

City of Blythe

Cabazon Band of Mission Indians

City of Cathedral City

City of Coachella

City of Desert Hot Springs

City of Indian Wells

City of Indio

City of La Quinta

City of Palm Desert

City of Palm Springs

City of Rancho Mirage

County of Riverside

**Torres Martinez Desert Cahuilla
Indians**

**Twenty-Nine Palms Band of
Mission Indians**

CVAG

73-710 Fred Waring Drive
Suite 200

Palm Desert, CA 92260

Tel: 760-346-1127

www.cvag.org

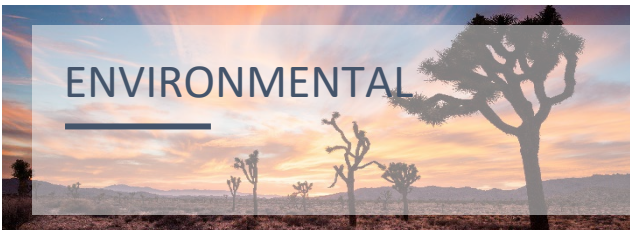
Key Categories



Reliable, sustainable and safe multimodal transportation infrastructure is a top priority for the Coachella Valley Association of Governments as it strives to support the transportation needs of current and future residents and visitors.



Supporting and securing funding for clean energy and energy efficiency initiatives that reduce our carbon footprint, improve air quality, and increase climate resiliency for our member agencies and our residents.



Conservation of the Coachella Valley's natural resources and maintaining and growing our rich and abundant wildlife is a focus of CVAG and our members.



Deployment of middle-mile infrastructure that can facilitate a high-speed last-mile broadband network for beneficial use among CVAG's residents, businesses, and members is key to the success and vitality of CVAG and the communities it serves.



Addressing the dual challenges of homelessness and development of affordable housing through regional solutions is critical to ensuring a high quality of life in the Coachella Valley.



Maintaining a safe and secure community, free of crime, while ensuring clean and engaging public spaces, is essential to maintaining vibrant and growing business and residential communities.

FEDERAL

Transportation

Bridges, Regional Arterials and Improved Access

- Support regional efforts for the Coachella Valley-San Gorgonio Pass Rail Corridor Service (CV Rail), including funding opportunities to advance the preferred alternative, to support alternate transportation modes and better connect desert communities and attractions with Los Angeles, Orange County and the Inland Empire.
- Support actions by the Riverside County Transportation Commission, the Federal Railroad Administration and the California Department of Transportation that advance CV Rail.
- Support advocacy efforts by the Facilitate Equitable Deals Task Force to improve coordination and collaboration with Union Pacific Railroad (FED-UP).
- Support outside funding for CVAG's priority projects as outlined in the Transportation Project Prioritization Study (TPPS), including interchanges along the Interstate 10 corridor and State Highway Route 86, in order to reduce the burden on regional and local funds.
- Support legislative and regulatory efforts that increase funding for the expansion and improvement of regional arterial projects that improve public safety, encourage economic development, ease traffic congestion, and reduce air quality and environmental impacts.
- Support efforts by Riverside County Transportation Commission, San Diego Association of Governments and the San Bernardino Association of Governments, to reduce congestion and increase mobility to and from the CVAG region, including increased funding for bypass roads, bridges and transportation improvements in the pass area.
- Support Congressionally directed spending requests for transportation projects in the Coachella Valley and in eastern Riverside County.
- Support increased funding for Tribal nations in the Coachella Valley for implementation of regional transportation projects.
- Support efforts that expand public transportation opportunities in the City of Blythe, including increased transit.
- Support National Environmental Policy Act (NEPA) reform to expedite and streamline environmental review and project delivery for transportation projects.
- Support efforts that dedicate funding for goods movements projects, including grade separation projects, in eastern Riverside County.
- Oppose efforts that decrease local control and decision-making regarding local revenue sources, including, but not limited to, Measure A sales tax revenue and the Transportation Uniform Mitigation Fee (TUMF).
- Oppose efforts that would divert revenue derived from transportation sources to non-transportation related projects or activities.

- Oppose efforts to eliminate or decrease use of state and local transportation funds for capacity enhancement projects and monitor one-size-fits-all approaches regarding their use.
- Monitor implementation of programs in the federal Infrastructure Investment and Jobs Act (2021 Infrastructure Bill) and the Inflation Reduction Act of 2022 (IRA 2022), such as the Bridge Investment Program, and support funding for existing programs such as the Highway Bridge Program and the Transportation Infrastructure Financing Innovation Act (TIFIA) Program.
- Monitor regulatory and legislative changes to the Federal Highway Administration's Congestion Mitigation and Air Quality (CMAQ) Improvement Program and oppose efforts that impose additional requirements on, or decrease funding for, CVAG or its member agencies.
- Monitor efforts that would make changes to the Clean Air Act and associated transportation programs to meet nonattainment or maintenance requirements.
- Monitor potential replacement mechanisms for the federal gasoline excise tax.

Active Transportation

- Support policies and programs that provide funds for regional projects identified in CVAG's Active Transportation Plan.
- Advocate for increased federal funding to the state's Active Transportation Program, including opportunities to augment the program through the Reconnecting Communities and the Neighborhood Access and Equity grant programs.
- Monitor legislative and regulatory activity related to new mobility devices, such as scooters and automated vehicles, to ensure adequate safety compatibility with active transportation systems.

Intelligent Transportation Systems

- Identify and pursue funding opportunities that support, expand or leverage intelligent transportation systems, including CVAG's synchronization (CV Sync) traffic signal program.
- Monitor legislative and regulatory changes to funding sources for intelligent transportation systems, including the Congestion Mitigation and Air Quality program, and oppose efforts to decrease funding for non-attainment areas.

Energy and Environment

- Support legislation and programs that invest in projects that achieve environmental benefits, including improved air and water quality, water and energy conservation, and urban greening initiatives in the region.
- Support programs that fund implementation of the Coachella Valley Multiple Species Habitat Conservation Plan and that support habitat restoration in the Coachella Valley.
- Support Salton Sea Authority efforts related to Salton Sea projects and legislation that provides funding for the restoration and revitalization of the Salton Sea, including the Phase One: 10 Year Plan.
- Support legislation that facilitates environmentally sensitive renewable energy development at the Salton Sea Known Geothermal Resource Area, including lithium extraction.
- Support legislation that provides funding for electric vehicle infrastructure and incentives for early adoption of electric vehicles.
- Monitor federal legislative, regulatory, and administrative activities that may impact the Coachella Valley Multiple Species Habitat Conservation Plan and the Desert Renewable Energy Conservation Plan.
- Monitor legislative and regulatory actions that may impact Property Assessed Clean Energy programs.
- Identify programs and support legislation that provides funding for clean energy, energy efficiency, decarbonization and green building programs.
- Monitor and support funding opportunities for wildlife crossing structures to increase habitat connectivity and decrease wildlife-vehicle collisions in areas where populations are fragmented by highways and interstates.
- Support policies and funding that expand access for rooftop solar to households of all incomes. Monitor issues related to Net Energy Metering and initiatives that impact availability and affordability of rooftop solar.

Broadband

- Support and advocate for funding for open access middle-mile infrastructure to facilitate last-mile connections and leverage existing networks and construction projects to build networks, when possible.
- Support efforts and funding that prioritize connectivity to unserved and underserved communities and community anchor institutions.
- Support and identify programs that support middle-mile and last-mile broadband infrastructure and that leverage dig-once opportunities such as CVAG's CV Sync project.
- Monitor actions by the Federal Communications Commission related to broadband and implementation of the broadband investments as authorized in the 2021 infrastructure Bill.

Homeless and Affordable Housing

- Identify and advocate for opportunities for CVAG’s member agencies to secure funding that assists in building affordable housing and increasing housing opportunities for low-, moderate-, and workforce housing.
- Monitor and support programs and funding for CVAG’s CV Housing First program and regional solutions to addressing homelessness.
- Support and advocate for increased funding for vouchers to increase access to safe and affordable housing in the Coachella Valley and Riverside County, and eliminate barriers to effectively serve the homeless population through CVAG’s Housing First program.

Public Safety

- Identify, monitor and support legislation that provides funding for operations, maintenance, and updates to early earthquake warning systems.
- Identify funding opportunities for member jurisdictions to mitigate and reduce the incidents of green waste fires.
- Monitor legislation and administrative actions related to race, diversity and inclusion policies as it pertains to law enforcement.
- Monitor and support funding opportunities that will assist in the reduction of the spread of COVID-19 and other public health and safety concerns, to assist public entities in their response.

STATE

Fighting for Fairness and Funding

- Support legislative efforts that improve funding opportunities for the Coachella Valley in the state's Cap-and-Trade program and oppose policies that disproportionately disadvantage the CVAG region to compete for funding.
- Support policies that allow for a diverse set of social equity metric measuring tools to qualify and compete for Cap-and-Trade funded programs including, but not limited to, household income and the AB 1550 low-income definition and oppose efforts that would limit use to, or increase reliance on, the CalEnviroScreen in grant programs.
- Support legislative and regulatory changes to the Transformative Climate Communities program to allow eligible and qualifying planning grant recipients to also be eligible and qualify to apply for implementation grants.
- Support policy changes to funding programs that use the CalEnviroScreen tool that would broaden eligible competitive areas and that better reflect the diversity in the Coachella Valley.
- Oppose legislative and regulatory actions that utilize CalEnviroScreen and high-housing density criteria, which favor large urban centers, to determine allocation of state grant funds and would decrease funding competitiveness for areas such as the Coachella Valley.
- Oppose program guidelines that use transit oriented development standards, such as the Affordable Housing and Sustainable Communities program, that disproportionately favor large urban centers and do not reflect the reality of growth and development in the Coachella Valley, therefore decreasing funding opportunities for the CVAG region.
- Advocate for policy changes that allow for regional variances related to transit quality, transit frequency and density related to housing oriented development, to allow the CVAG region better compete for funding in the state's Cap-and-Trade program.

Transportation

Bridges, Regional Arterials and Improved Access

- Support regional efforts to increase passenger rail service between Los Angeles and the Coachella Valley, including funding opportunities and actions by the Facilitate Equitable Deals task force to improve coordination and collaboration with Union Pacific Railroad (FED-UP).
- Support legislation that increases funding opportunities for bridges, interchanges and regional arterials in the Coachella Valley.
- Support efforts by the California Department of Transportation, Riverside County Transportation Commission, San Diego Association of Governments and the San Bernardino Association of Governments, to implement congestion projects identified in the Inland Empire

Multimodal Corridor Plan that increase mobility to and from the CVAG region, including increased funding for bypass roads, bridges and transportation improvements in the pass area.

- Support California Environmental Quality Act (CEQA) reform to expedite and streamline project delivery for transportation projects.
- Support and advocate for actions that increase transportation resources in the City of Blythe and local Tribal Nations, to address historic underinvestment and improve mobility, economic development opportunities and quality of life.
- Monitor the state’s road charge pilot program and other potential replacement mechanisms for the state gasoline excise tax.
- Monitor legislative changes to Senate Bill 1 (Statutes 2017); oppose efforts to divert funding to non-transportation related uses, such as housing, or otherwise qualifying eligibility of SB 1 funds on non-transportation related goals and objectives.
- Monitor implementation of the California Action Plan for Transportation Infrastructure (CAPTI) and opposed policies that decrease funding opportunities for the Coachella Valley.
- Oppose legislative changes that create or strengthen a nexus between the availability of transportation funding and local jurisdictions’ ability to meet their requirements under the Regional Housing Needs Assessment (RHNA) numbers.
- Oppose legislative or regulatory policies that decrease local decision-making authority regarding use of local funds for priority transportation projects.
- Monitor legislation that would increase voter approval thresholds for the creation, extension, or increase of local transportation tax measures and support efforts to establish a sub-regional funding mechanisms to advance local priority projects.

Active Transportation

- Support increased funding for the Active Transportation Program (ATP) to address the backlog of applications and increase the program’s funding capacity.
- Support increased investment in active transportation infrastructure as a component of other state-funded transportation programs that increase access and opportunities for walking, biking, and complete streets that connect the multimodal transportation system.
- Support policies and programs that promote increased use of active transportation infrastructure and systems.
- Support efforts that streamline project delivery, build local capacity such as additional technical assistance, and provide increased flexibility to innovate and strategically invest funds to meet local needs.

- Oppose legislative, regulatory, and administrative efforts to score ATP applications on non-transportation related criteria, such as housing-related policies, CalEnviroScreen and policies which would hinder low density areas like the Coachella Valley and the City of Blythe.
- Oppose changes to the ATP that would decrease CVAG's competitiveness, such as the elimination of leveraged funding and other categories that are advantageous to CVAG and its members jurisdictions.

Intelligent Transportation Systems

- Support programs that leverage technology to improve mobility, increase goods movement efficiency, reduce emissions and help to mitigate environmental impacts.
- Identify state programs and funding that supplement CVAG's CV Sync project.
- Monitor legislation that incorporates innovative technologies into the state transportation system, such as zero or near-zero emission vehicles, autonomous vehicles, and small electric mobility devices that improve transportation accessibility, efficiency and reduce environmental impacts.

Energy and Environment

- Support legislative and regulatory efforts to increase the flexibility of funding programs from the California Air Resources Board's Cap-and-Trade Program to ensure the Coachella and Palo Verde Valleys get their fair share, including taking into account regional variances related to growth, housing, and greenhouse gas (GHG) reduction strategies.
- Support increased investments of the state GHG reduction funds toward transportation projects to reduce transportation related GHG emissions.
- Support investments in Cap-and-Trade funded programs, such as the Clean Vehicle Rebate Program, Single-Family Energy Efficiency, and Low-income Weatherization programs.
- Advocate for changes in the CalEnviroScreen mapping tool that reflect the socio-economic realities of the diverse communities in the Coachella Valley and Palo Verde Valleys, or the use of alternative tools such as household income.
- Support policies that ensure criteria for defining disadvantaged communities and environmental justice areas accurately represent eastern Riverside County, including those that mirror AB 1550 community mapping, in order to ensure the region can compete for funding opportunities.
- Support policies, programs, and funding for electric vehicle charging infrastructure and increased use of electric vehicles in the region.
- Support efforts that provide necessary resources for implementation of the Coachella Valley Multiple Species Habitat Conservation Plan as well as resources for desert communities to

prepare and adapt to changing climate and natural disasters, such as the Climate Resiliency programs.

- Support funding for programs that support local planning and response measures to extreme heat events, including nature-based solutions, to protect critical infrastructure, habitat and public health and safety.
- Support legislation that provides funding for the restoration and revitalization of the Salton Sea to limit regional impacts to air quality, wildlife habitat, and health of communities, including the Phase One: 10 Year Plan.
- Support efforts at the Salton Sea that facilitate economic development, such as lithium extraction.
- Monitor actions related to the 1934 Agreement of Compromise between Imperial Irrigation District and the Coachella Valley Water District and support Coachella Valley Energy Commission efforts to achieve a permanent service option and governance structure between Coachella Valley stakeholders and IID post-2033.
- Identify programs and support legislation that provides funding for clean energy, energy efficiency, decarbonization, and green building programs.
- Monitor legislative and regulatory efforts related to vehicle electrification and building decarbonization that would add new requirements to local governments, including Title 24 building standards.
- Monitor implementation of the state’s climate resiliency efforts and efforts related to environmental justice communities and AB 617 (Statutes of 2017) emission reduction funding programs.
- Support policies and funding that expand access for rooftop solar to households of all incomes. Monitor issues related to Net Energy Metering and initiatives that impact availability and affordability of rooftop solar.

Broadband

- Support funding and implementation of the Coachella Valley’s middle-mile broadband project and the programs to assist with last-mile connections that bridge the digital divide in the Coachella Valley.
- Monitor legislative and regulatory actions related to SB 156 (Statutes of 2021) and related actions by the California Department of Technology and the Office of Broadband and Digital Literacy.
- Monitor the California Middle-Mile Advisory Committee and its recommendations regarding implementation of middle-mile infrastructure.

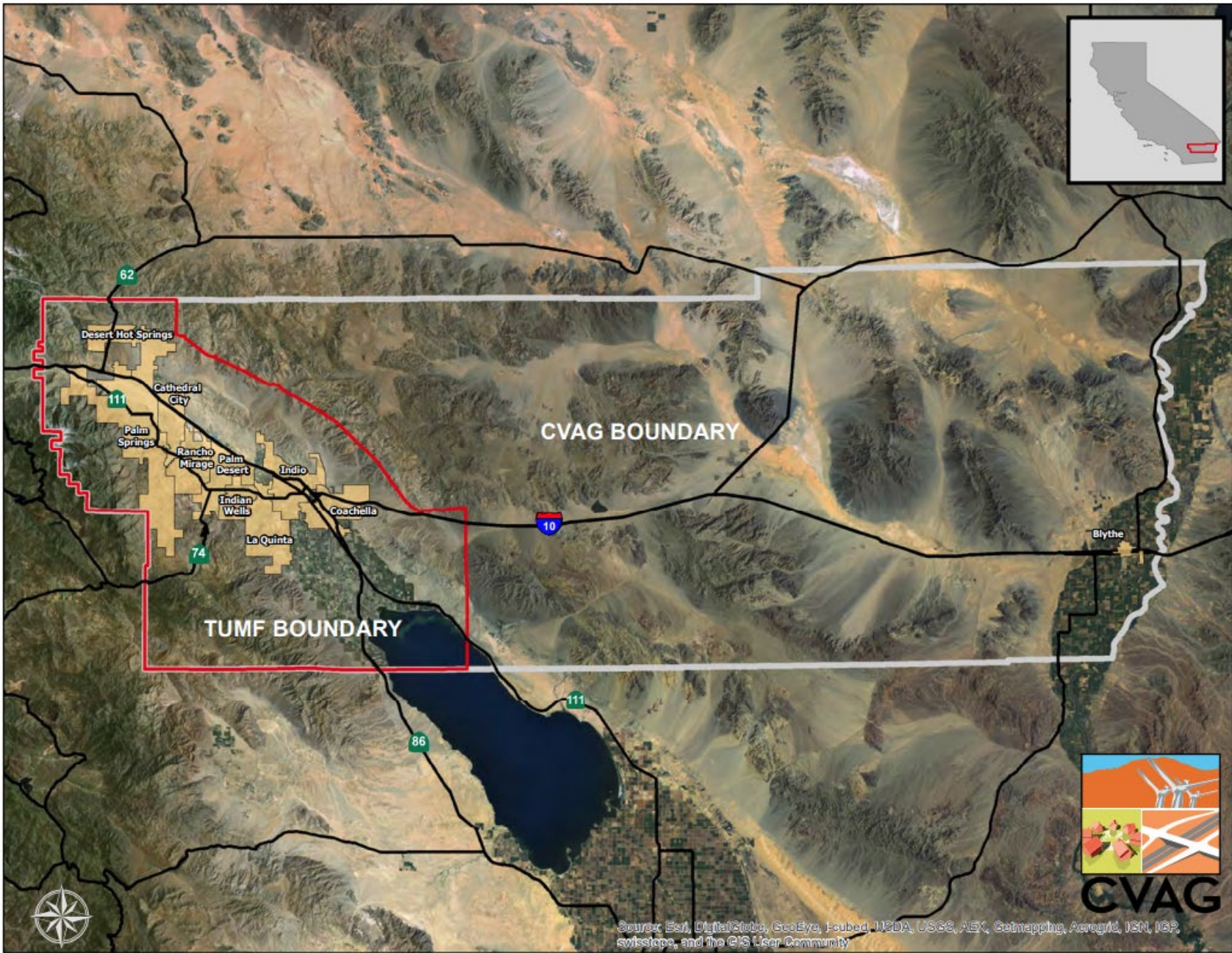
- Monitor the California Public Utilities Commissions proceedings related to broadband infrastructure implementation, such as Rulemaking (R.) 20-09-001 and Rulemaking proceeding, R.20-08-021.

Homelessness and Affordable Housing

- Support increased investment in, and creation of, programs that assist local governments, counties and regional collaborations to address the challenges associated with homelessness.
- Support legislative efforts that allow for sustainable financing options, as outlined in CVAG's Regional Early Action Plan (REAP) and member jurisdictions' Local Early Action Plans (LEAP), in order to address housing shortages and provide affordable housing options.
- Support efforts by Lift to Rise to establish the Coachella Valley Housing Catalyst Fund to increase housing production in the Coachella Valley and create homeownership opportunities for low- and very-low income families, permanent supportive housing for the homeless and address unpermitted mobilehome park issues.
- Support CEQA reform to streamline the delivery of housing projects.
- Monitor the Affordable Housing and Sustainable Communities Program and advocate for increased flexibility and changes that ensure a greater share of funding is available to areas that don't have Transit Oriented Developments (TOD) and thereby more accurately account for unique community characteristics and growth patterns in the Coachella Valley.
- Support the extension of state-funded solutions, including Project RoomKey and Project HomeKey, with an emphasis on ensuring those investments are used in the Coachella Valley.
- Support legislative efforts that would allow local jurisdictions to implement, if they choose, programs and ordinances that require unsheltered individuals to accept housing solutions and treatment solutions.
- Support efforts to establish homeless courts that can help local jurisdictions provide additional solutions and services for homeless individuals.
- Support legislative efforts that would allow local jurisdictions to implement, if they choose, programs and ordinances that increase the available housing units and/or require unsheltered individuals to accept housing solutions and treatment solutions so long as there are adequate housing units available.
- Support and advocate for increased funding for vouchers to increase access to safe and affordable housing in the Coachella Valley and Riverside County, and eliminate barriers to effectively serve the homeless population through CVAG's Housing First program.

Public Safety

- Support programs and policies that provide funding for the CVAG region to obtain, enhance, operate, maintain and update early earthquake warning systems.
- Monitor legislation and executive orders related to the COVID-19 pandemic and other public health and safety emergencies and support programs that provide assistance to negatively impacted communities in the Coachella Valley.
- Monitor legislation impacting race, diversity, and inclusion policies as it pertains to local law enforcement.



ITEM 11C

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: CV Housing First: Third Quarter Report for 2023

Contact: Ivan Tenorio, Management Analyst (itenorio@cvag.org)

Recommendation: Receive and file the quarterly report for the CV Housing First program, representing clients served in the third quarter of 2023

Homelessness Committee: Concurred (Meeting of Nov. 15)

Background: CVAG is now in its third year of operating the CV Housing First program with staff. The program is focused on the CV 200, a by-name list of chronically homeless individuals residing in desert cities that have frequent contacts with law enforcement and who are likely to be shelter resistant or who have already fallen out of housing. The list was developed in partnership with CVAG’s member jurisdictions and local law enforcement.

CVAG staff has committed to adjusting CV Housing First programming based on the data, and provides quarterly updates to its members about the program. The CV Housing First team uses two primary methods to get clients to housing solutions: rapid resolution and crisis stabilization units, which are residential units, apartments and hotel rooms that CVAG rents to case manage CV Housing First clients. CVAG staff will continue to provide quarterly reports as it provides services in 2023.

These quarterly reports are regularly presented as part of the consent calendar agenda items. However, CVAG staff in November presented the report to the Homelessness Committee in order to be transparent about some of the challenges that are being faced with finding permanent housing solutions. These can best be summarized as a lack of vouchers and a lack of vacancies. CVAG works with Riverside County’s HomeConnect, the county’s coordinated response program, to connect voucher-approved clients with housing. In both the third quarter and now in the current, fourth quarter, CVAG staff is seeing CV 200 clients secure vouchers – but to yet-to-open affordable housing projects in the City of Riverside. This leaves them in CVAG’s program while the projects are completed, and ultimately is impacting the quarterly successes.

CV Housing First Clients – By the Numbers through September 30, 2023

CV 200 as of 9/30/2023	Q1	Q2	Q3	Q4	TOTAL
Clients housed in Crisis Stabilization Units (CSH)	25	36	21		82

Clients being helped through Rapid Resolution (RR)	0	0	0		0
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Clients returned to the street (failures)	7	9	9		25
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Clients moved into permanent housing from CSH (successes)	18	14	7		39
Clients moved into permanent housing through RR (successes)	0	0	0		0
Clients moved into permanent housing through Outreach (successes)*	6	1	0		7
TOTAL HOUSED FROM LIST OF 200	24	15	7		46

NON-CV 200 as of 9/30/2023	Q1	Q2	Q3	Q4	TOTAL
Households Housed in CSH Units	0	0	1		1
Households being helped through RR	0	0	0		0

Households returned to the street (failures)	0	0	1		1
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Households moved into permanent housing from CSH (successes)	0	0	0		0
Clients moved into permanent housing through Outreach (successes)*	0	1	0		1
Households moved into permanent housing from RR (successes)	0	0	0		0
TOTAL HOUSEHOLDS HOUSED	0	0	0		0
TOTAL INDIVIDUALS HOUSED	0	1	0		1

The data is divided by CV 200 clients – the by-name list of chronically homeless individuals that CVAG maintains in partnership with law enforcement and code enforcement – and non-CV 200 clients. This year, CVAG staff set an internal goal of permanently housing 65 of the CV 200 clients. This would be

higher than last year's total of 54 individuals but not quite as high as the 2021 results of housing 75 CV 200 clients. The total number of clients housed or returning to the streets is less than the total helped each quarter, as the grand total includes clients who may remain in their units at the end of the quarter.

CVAG continues to refine its data metrics in order to be transparent about how many and how quickly individuals are housed.

The chart also includes a row to account for CV 200 and non-CV 200 clients who are being permanently housed by the CV Housing First program via outreach efforts, and not case management based in the crisis stabilization units. This group may include CV 200 clients who timed out of a CVAG unit but still were open to outreach services, and were eventually housed by the team. The other group being non-CV 200 clients who engaged with the Housing First outreach team and were provided resources and possibly housed.

CVAG staff also tracks how long individuals are staying in the program before being housed or returning to the street. The goal is to exit clients within 90 days to permanent housing solutions. Over the past two years, it was not uncommon for the length of stay to exceed 100 days. For the third quarter, the CV 200 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit on average for **90 days**. Those CV 200 clients who exited the program unsuccessfully stayed on average **37 days**.

This quarter's length of stay is a slight increase over the first two quarters; however, the overall trend is that the length of stay is shortening and staying under CVAG's 90-day goal. Part of this decrease can be attributed to the work CV Housing First staff does during outreach as they prepare clients for transitioning to living in one of CVAG's residential units, hotel rooms or apartments. The Housing First outreach team has a focus on addressing the lack of vital documentation for the CV 200 clients prior to entry, including obtaining their birth certificates and identification cards that are needed to secure a housing voucher. The CV Housing First team is also working to serve CV 200 clients by coordinating with other outreach efforts, including the newer City-led efforts in both Palm Springs and Palm Desert.

Of the seven permanent housing resolutions in the third quarter, the breakdown of clients' Exit Destination is as follows:

- Rental With Ongoing Subsidy (Permanent Supportive Housing) – 1
- Rental With Ongoing Subsidy (Low Income Senior Housing) – 1
- Rental With Ongoing Subsidy (Voucher for Veterans housing) – 1
- Rental With Ongoing Subsidy (Project-Based Vouchers) – 4

Continuation of Voucher Availability for the Coachella Valley

CVAG staff is encountering an ongoing issue with securing vouchers, which led to a recommendation to amend CVAG's legislative platform. As noted above, HomeConnect has notified CVAG that several of the CV 200 clients were referred to a few different project-based properties, but only in the area around the City of Riverside. These properties are expected to officially open sometime by the end of this year, and a third is opening in early 2024. Should these open, it would create an uptick in the fourth quarter data. If they lag, it would not be reflected until next year. Project delays are not uncommon: Last summer, St. Michael's in the City of Riverside had an original opening around October 2022. Minor setbacks the property pushed back its opening a few times, with five CV 200 clients having to wait until January 2023 for their move into the complex.

CVAG staff continues to track the expansion of more project-based voucher opportunities in the Coachella Valley. They include the Monarch apartments opening in Palm Springs and Hadley Villas in La Quinta, which has started accepting housing vouchers.

Fiscal Analysis: The CV Housing First program, including the staffing and CV 200 program, is incorporated into the CV Housing First budget, which has been funded by contributions from cities and Riverside County grants.

ITEM 11D

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Inland Regional Energy Network Program and Policy Development

Contact: Jacob Alvarez, Program Manager (jalvarez@cvag.org)

Recommendation: Authorize the Executive Director to take any necessary steps to amend Inland Regional Energy Network (I-REN) agreements and any other documents to remove SoCalGas as the fiscal agent

Energy & Sustainability Committee: Concurred (Meeting of Nov. 9)

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN) for the Inland Empire, known as Inland Regional Energy Network (I-REN). I-REN is governed by an Executive Committee, with CVAG's votes represented by the Energy & Sustainability Committee Chair, or Vice Chair as needed. Based on previous CVAG committee direction, CVAG's Energy & Sustainability Committee reviews the items being presented to the I-REN Executive Committee and provides direction to the Chair on how to vote for the region.

In June 2022, the CVAG Executive Committee, at the recommendation of the Energy & Environmental Resources Committee (now Energy & Sustainability Committee), authorized the CVAG Executive Director to finalize and execute I-REN's Programs and Budgets Agreement, Memorandum of Agreement, and Governance & Operations Charter. At the time, it was noted that the three Councils of Governments were working with SoCalGas – which the CPUC designated as the fiscal and contracting agent for I-REN. The agreement also included Southern California Edison as a party to the Programs Agreement.

The Programs Agreement establishes the fiscal authority of SoCal Gas and defines how I-REN funds are to be transferred from one agency to another, setting out the roles and deliverables of SoCalGas and WRCOG in invoicing, reporting and payments. In recent months, WRCOG staff sought to find a more efficient way to distribute funding.

It has been determined by the CPUC that WRCOG will replace SoCalGas as the I-REN Fiscal Agent. SoCalGas and WRCOG are currently working to formalize this action in the governing documents. In preparation, CVAG staff recommends that CVAG's Executive Director be authorized to amend all necessary agreements and related documents to reflect this change.

Program updates

The I-REN Executive Committee met in both October and November 2023.

One of the key conversations in October was the Public Sector's Technical Assistance program, which aims to provide agencies with various staff training, facility benchmarking, as well as direct financial incentives for various energy efficiency retrofit projects. The Public Sector budget offers more financial assistance to local jurisdictions than the other two programmatic areas (which are Codes & Standards

and Workforce Education & Training). The most cost-intensive service is anticipated to be technical assistance and project management support for individual energy efficiency projects. These project services are customized to each agency, but generally include an engineering site visit, an energy model, funding and assisting with financing applications.

The question before the I-REN Executive Committee was how to fairly roll out these programs in line with the I-REN Business Plan and goals set by the California Public Utilities Commission (CPUC). This concept last came up for discussion in April 2023, where staff explained that jurisdictions in all three Councils of Governments would have equitable access to I-REN's resources without regard to geography. At the time, the Executive Committee members asked staff to come back with options showing how this would be achieved.

In October, WRCOG outlined four policy options for consideration. The Committee's consensus was to support a maximum of two energy efficiency projects per agency at a time but up to four for county-led projects, which also assumes a moderate adoption of project services by each agency. CVAG staff presented this update to CVAG's Energy & Sustainability Committee when it met in November, and committee members concurred with the approach. It ensures across-the-board opportunities while acknowledging the counties may have more project needs based on their geographic spans. Based on the analysis by WRCOG staff and I-REN consultants, Option 4 could finance up to eight projects per agency and 16 for Riverside and San Bernardino Counties through 2027.

The October I-REN meeting also included several programmatic updates, such as the launch of www.iren.gov. Additional outreach includes the ongoing orientation sessions with local cities, including three that have been held for CVAG's member jurisdictions. Another series of meetings has provided local staffs with Codes & Standards training opportunities, where topics included heat pump water heaters, residential load calculations, Home Energy Rating Systems (HERS) registry, nonresidential tenant improvements and alterations, and residential new construction compliance. Additional training courses are planned through the end of 2023, with anticipated topics including residential new construction, alterations, electrification, energy savings for school facilities, and updates on the 2022 Energy Code.

A special I-REN Executive Committee meeting was held on November 21, 2023. The focus was an emerging funding opportunity from the U.S. Environmental Protection Agency. Additional details on the Climate Pollution Reduction Grants Program are detailed in a separate staff report in this agenda packet and are being distributed to CVAG's member jurisdictions.

Fiscal Analysis: There is no additional cost to CVAG for this action. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget.

ITEM 11E

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: Dust Storms and Poor Air Quality Likely Resulting from Tropical Storm Hilary

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

Recommendation: Authorize the Chair and/or Executive Director to work with member jurisdictions and South Coast Air Quality Management District on collecting air quality data as well as secure federal funding reimbursements that address the impacts of Tropical Storm Hilary

Energy & Sustainability Committee: This item was included in the November 9 agenda but it was not presented due to timing constraints at the meeting.

Background: On August 20, 2023, Tropical Storm Hilary pummeled the Coachella Valley. Record amounts of rainfall landed in the western Coachella Valley, particularly in the upper Mission Creek water shed. The impacts of the storm were unprecedented, receiving national media coverage. The storm flooded roads and damaged bridges and low water crossings. It carried debris and mud which damaged homes and businesses, especially in neighborhoods south of interstate 10, particularly in Cathedral City and Palm Desert. Regional arterial roads such as Dillon Road, North Indian Canyon, Gene Autry Trail and Vista Chino, which are susceptible to flooding, were hardest hit. When CVAG's committees met in September, staff provided various updates on the clean-up efforts. The Executive Committee on September 25 authorized the CVAG Chair and/or Executive Director to take any steps necessary to advocate for a federal emergency declaration. President Biden in October approved a major disaster declaration for the Agua Caliente Band of Cahuilla Indians as the tribe continued its cleanup efforts. In November, President Biden issued a federal declaration of emergency for the entire region.

When the updates were last provided to CVAG's committees, much of the focus was on roadway fixes and infrastructure. But in the weeks since, one of the longer-term impacts of the Tropical Storm Hilary has become increasingly evident: horrible air quality. The deposit of new mud and sediment, comprised of fine silt, seems to be the culprit. It is much smaller than gravel and sand that is typically deposited during storms. Such small diameter material appears to be much more likely to become airborne, even during the fall, which isn't the desert's windiest season.

Based on the preliminary findings of hourly PM10 data, there have been several days of extremely high levels of PM10 (Particulate Matter of 10 microns or less) since the storm. The South Coast Air Quality Management District's (SCAQMD) monitoring stations in both Palm Springs and Mecca have shown high levels. The levels downwind, at the Mecca monitoring

station, are particularly high, even hazardous. Derived from the hourly data, the Coachella Valley has experienced four days over a six-week period which have exceeded the Federal 24-hour PM10 health standard of 150 ug/m³ at the Mecca monitoring site. In comparison, only three days are reported exceeding the Federal standard over a six year, 2015-2021, period.

CVAG staff has been meeting with the County of Riverside, SCAQMD and impacted cities to better understand the air quality issues that are resulting from these mud deposits. CVAG's longtime consultant on air quality issues, Dr. Emily Nelson, has reviewed data gathered from SCAQMD to help analyze air quality post-Hilary.

CVAG staff has also interfaced with the office of Riverside County Supervisor V. Manuel Perez, who represents Riverside County on SCAQMD and sits on the California Air Resources Board. SCAQMD staff has noted the increase prevalence of poor air quality days post-Hilary, noting that dust is becoming emissive at lower windspeeds, about 12 miles per hour, which is not typical. Although a direct correlation between the storm, the mud deposits and increased PM10 has not been conclusively proved, there does not seem to be any other plausible reasons for the horrible air quality. SCAQMD has responded to these new conditions and modified their agency's wind advisory alerts to account for the lower wind speeds which are leading to poor air quality. To have more robust data, SCAQMD installed a temporary PM10 monitor in the City of Indio and are working on installing a second one in the City of Cathedral City.

CVAG staff also attended a meeting with SCAQMD's AB 617 Committee, which focuses on air quality issues for the eastern Coachella Valley, to inform them of regional concerns about the increased frequency and severity of PM 10 events.

PM 10 problems have long plagued the Coachella Valley. SCAQMD, CVAG, local cities and Riverside County have made important strides, such as CVAG's Regional Street Sweeping Program, to reduce PM10 levels. If the current conditions result in more extremely dusty days, the public's health and the regional economy will suffer.

CVAG staff is working with local stakeholders and partners to gather more data on the likely links between Hilary and recent our poor quality. For instance, understanding hospitalizations, mortality, hotel room or event cancellations, can render additional data that can help better understand the health and economic impacts of days in which the Coachella Valley experiences poor air quality.

CVAG staff has also encouraged agencies to apply soil stabilizer in areas that were impacted by flood and mud, which is believed to be the source of fine silt that has contributed to poor air quality. Currently, rough estimates are that there are more than 5,000 acres of such muddy deposits from Mission Creek's flood flows.

Because the Executive Committee's action in September related to securing a federal disaster, staff is now recommending the authority be broadened to cover air quality impacts and providing support to any member jurisdictions that are seeking federal reimbursements for their storm-related costs.

Fiscal Analysis: There are no costs for providing this update. CVAG can use existing staff time to work with Riverside County and local cities to provide documentation that may allow FEMA reimbursement for air quality mitigation work.

CVAG's contract for Dr. Nelson is covered under the Executive Director's signing authority.

ITEM 12A

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Construction Contract award for CV Link Multi-Modal Transportation Corridor Project – Segments 3/4/5 Federal Aid Project No(s). CML-6164(027), CML-6164(028), CML-6164(029) Project No. CVL-2023-001 and additional subsegments

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

Recommendation: Authorize the Executive Director to execute construction contracts with Ames Construction Inc. for a not-to-exceed amount \$30,734,147.40, including contingency, for Segment 3/4/5 and, as right-of-way is finalized, additive bid alternatives A and B

Background: CV Link is a major innovation in alternative transportation that will provide a safe route to walk, run, bike or use low-speed electric vehicles, such as golf carts. CV Link is providing significant environmental, health, and economic benefits to generations of current and future residents and visitors. The project generally uses a dual-path design: a wide concrete pathway for bikes and low speed electric vehicles, and a smaller, decomposed granite path for walkers and joggers. On-street segments, such as the pathway that's open in Palm Desert, use a cycle track design.

CV Link will ultimately span more than 40 miles valleywide. To date, more than 23 miles have been completed or under construction. With this item, CVAG staff is recommending the Transportation and Executive Committees authorize the construction of about 10 additional miles.

The CV Link route is being built in segments that were first approved by the California Transportation Commission (CTC) in May 2019. Segmenting allows CVAG to deliver large percentages of the project as soon as segments have right-of-way acquired, rather than hold the entire project up while CVAG works through the process of securing access on remaining parcels. CV Link was segmented into seven segments. This segmenting means the project benefits can be realized sooner rather than later. Each segment identifies smaller, sub-segments that have independent utility and CVAG had support from the state to expedite the construction of them if possible.

This item relates to what the CTC has identified as Segments 3,4 and 5. Segments 3 & 4, include the construction of CV Link in North Palm Springs along the Chino Canyon Levy. Once Segments 3 & 4 are completed, CV Link will have an interrupted pathway from the Palm Springs Visitor Center, north to the Chino levy and then easterly along the levy to Ramon Road, inclusive of CVAG's first, two-plus-mile open segment that starts at Vista Chino.

Segment 5 will construct the pathway along the Coachella Valley Stormwater Channel through the native lands of the Cabazon Band of Cahuilla Indians and Twenty-Nine Palms Band of Mission Indians, connecting with the portions of CV Link currently in construction in Indio and Coachella. With the completion of Segment 5, CV Link will have a nearly uninterrupted pathway from Washington

Street in the City of La Quinta, east to Avenue 56 (Airport Boulevard) at the southern city limits of the City of Coachella. The only gap would be the undercrossing at the Union Pacific Railroad crossing, which would be connected once Bid Alternative B is executed.

CVAG staff has been working to secure right of way certifications on all the remaining segments within Phase 1. With the approval of these certifications for Segments 3, 4 & 5, a bid package was prepared that identified a base bid as well as two additive bid alternatives that CVAG could have the option of constructing.

On October 6, 2023, CVAG published the Notice to Bidders for CV Link’s construction, including providing instructions to prospective bidders, and setting a public bid opening date. As the attached exhibits show, the bid package included:

- Segment 3/4/5 of the CV Link segmenting plan: a total of 8.7 miles comprised of various sub-segments that are in North Palm Springs, Cabazon Band of Cahuilla Indians and Twenty-Nine Palms Band of Mission Indians;
- Bid Alternative A: Located in Palm Springs along Highway 111; and
- Bid Alternative B: Located in Indio at the Union Pacific Railroad Undercrossing.

At 2 p.m. on November 14, 2023, CVAG staff publicly opened and read aloud each bid that had been received. A total of two bids were received and opened, and the base bids – reflecting the work on Segment 3/4/5 -- was as follows:

Contractor	Base Bid
Ames Construction	\$21,274,440.00
Granite Construction	\$22,562,634.62

A robust review of the bid proposals was conducted by CVAG staff and project consultants. On November 24, 2023, CVAG published a Notice of Intent to Award a contract to Ames Construction, Inc. Therefore, in accordance with the project specifications and contract documents, Ames Construction, Inc. was determined to be the lowest responsive, responsible bidder.

CVAG staff is recommending that the Transportation and Executive Committees give the Executive Director authorization to negotiate and execute a contract with Ames for Segment 3, 4 & 5 and, as the final certification of the right of way is obtained, also to negotiate and execute contracts for Alternatives A and B. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution.

Fiscal Analysis: The bid from Ames is broken down by the base bid and the alternatives. CVAG staff is recommending a 10 percent contingency, which is standard for an award like this, bringing the total not-to-exceed amount to \$30,734,147.40:

Description	Amount
Segment 3/4/5	\$21,274,440.00
Alternative A	\$2,943,425.00
Alternative B	\$3,722,269.00
Contingency (10%)	\$2,794,013.40
Total Obligation:	\$30,734,147.40

The construction will be funded with \$12,080,000.00 in federal Congestion Mitigation and Air Quality (CMAQ) funds, and the remaining balance of \$18,654,147.40 in Measure A funding.

Ames is also the contractor of the ongoing CV Link construction, after the Executive and Transportation Committee authorized up to \$52.733 million in October 2020.

Attachments:

1. Construction Contract with Ames, inclusive of bid summary
2. Map of CV Link Segments 3, 4 and 5

Contract

**CV Link Multi-Modal Transportation Corridor Project - Segments 3/4/5
Federal Aid Project No(s). CML-6164(027), CML-6164(028), CML-6164(029)
Project No. CVL-2023-001**

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the Coachella Valley Association of Governments, “CVAG”, party of the first part, and _____ Contractor, party of the second part.

ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Coachella Valley Association of Governments, the work described in the Special Provisions and the Project Plans described below, including any addenda No. _____ issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated **2023**, as identified on the Plans or in the Special Provisions, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, the Standard Specifications dated **2023**, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled _____, Sheets 1 through _____, Plan number _____, approved _____, on file with the Coachella Valley Association of Governments, which said project plans are hereby made a part of this Contract.

ARTICLE II:

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III:

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV:

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V:

The entire Contract consists of the following documents: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) the documents detailed in ARTICLE I: The Special Provisions, The Plans, The Standard Specifications, The Standard Plans, All issued Addenda, and the Labor Surcharge and Equipment Rental Rates, (j) The Determination of Prevailing Wage Rates for Public Works, (k) The Federal Wage Prevailing Wage Decision, (l) Bid Book Appendices, including but not limited to AQMD Recommendations, Reference Drawings, and Exhibits, (m) The additional Federal Requirements and forms included within the Special Provisions, including but not limited to Form FHWA-1273, (n) Any Change Orders issued, and (o) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

ARTICLE VI:

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Coachella Valley Association of Governments, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

CV Link Multi-Modal Transportation Corridor Project - Segments 3/4/5
Federal Aid Project No(s). CML-6164(027), CML-6164(028), CML-6164(029)
Project No. CVL-2023-001

Base Bid

						AMES		
Item No.	Item Code	Final Pay Item (F)	Item Description	Unit Pay	Estimated Quantity	Unit Price (In Figures)	Total (Listed)	Total (Calculated)
1	066020		Encroachment Permit (Allowance)	DLR	100,000.0	\$1.00	\$100,000.00	\$100,000.00
2	090100		Time-Related Overhead (WDAY)	WD	200.0	\$12,000.00	\$2,400,000.00	\$2,400,000.00
3	080050		Progress Schedule (Critical Path Method)	LS	1.0	\$50,000.00	\$50,000.00	\$50,000.00
4	100100		Develop Water Supply	LS	1.0	\$100,000.00	\$100,000.00	\$100,000.00
5	120090A		Construction Project Funding Signs	EA	4.0	\$2,500.00	\$10,000.00	\$10,000.00
6	120100		Traffic Control System	LS	1.0	\$300,000.00	\$300,000.00	\$300,000.00
7	130100		Job Site Management	LS	1.0	\$100,000.00	\$100,000.00	\$100,000.00
8	130330		Storm Water Annual Report	EA	2.0	\$1,000.00	\$2,000.00	\$2,000.00
9	130300		Prepare Storm Water Pollution Prevention Plan	LS	1.0	\$10,000.00	\$10,000.00	\$10,000.00
10	130560		Temporary Soil Binder	SQYD	23,100.0	\$0.10	\$2,310.00	\$2,310.00
11	130620		Temporary Drainage Inlet Protection	EA	9.0	\$450.00	\$4,050.00	\$4,050.00
12	130640		Temporary Fiber Roll	LF	19,000.0	\$4.00	\$76,000.00	\$76,000.00
13	130710		Temporary Construction Entrance	EA	14.0	\$7,500.00	\$105,000.00	\$105,000.00
14	130730		Street Sweeping	LS	1.0	\$150,000.00	\$150,000.00	\$150,000.00
15	130900		Temporary Concrete Washout	LS	1.0	\$80,000.00	\$80,000.00	\$80,000.00
16	146003		Natural Resource Protection Plan	LS	1.0	\$7,500.00	\$7,500.00	\$7,500.00
17	160110		Temporary High-Visibility Fence	LF	1,700.0	\$8.00	\$13,600.00	\$13,600.00
18	170103		Clearing and Grubbing	LS	1.0	\$350,000.00	\$350,000.00	\$350,000.00
19	190101		Roadway Excavation	CY	55,815.0	\$45.00	\$2,511,675.00	\$2,511,675.00
20	193004	F	Structure Backfill (Culvert)	CY	225.0	\$325.00	\$73,125.00	\$73,125.00
21	193006		Structure Backfill (Slurry Cement) (Path Shoulder)	CY	1,158.0	\$200.00	\$231,600.00	\$231,600.00
22	204011		Plant (Group K)	EA	6.0	\$730.00	\$4,380.00	\$4,380.00
23	204036		Plant (Group B) (NO. 5)	EA	134.0	\$35.00	\$4,690.00	\$4,690.00
24	204038		Plant (Group U) (NO. 15)	EA	10.0	\$120.00	\$1,200.00	\$1,200.00
25	204098A		Planting and Irrigation	SF	1,675.0	\$15.00	\$25,125.00	\$25,125.00
26	204099		Plant Establishment Work	LS	1.0	\$6,500.00	\$6,500.00	\$6,500.00
27	205033		Gravel Mulch (Access Point)	SQFT	507.0	\$7.00	\$3,549.00	\$3,549.00
28	205034A		Decomposed Granite - Path (4-in w/ Binder)	SQFT	157,497.0	\$5.00	\$787,485.00	\$787,485.00
29	205034B		Decomposed Granite - Access Point (4-in w/ Binder)	SQFT	1,890.0	\$5.00	\$9,450.00	\$9,450.00
30	205034C		Decomposed Granite - Landscape (3-in, No Binder)	SQFT	610.0	\$3.00	\$1,830.00	\$1,830.00
31	206005		Edging	LF	334.0	\$26.00	\$8,684.00	\$8,684.00
32	260203		Class 2 Aggregate Base	CY	1,328.0	\$125.00	\$166,000.00	\$166,000.00
33	390132		Hot Mix Asphalt (Type A)	TON	68.0	\$320.00	\$21,760.00	\$21,760.00
34	401050A		Jointed Plain Concrete Pavement (8-in)	CY	13,633.0	\$350.00	\$4,771,550.00	\$4,771,550.00
35	401050B		Jointed Plain Concrete Pavement (6.5-in w/ Cutoff Wall)	CY	2,534.0	\$600.00	\$1,520,400.00	\$1,520,400.00
36	401050C		Jointed Plain Concrete Pavement (12-in w/ Rebar)	CY	31.0	\$800.00	\$24,800.00	\$24,800.00
37	405030A		Concrete Surface Texture (Seeded Glass/Lithocrete)	SQFT	17,551.0	\$55.00	\$965,305.00	\$965,305.00
38	406030A		Concrete Surface Texture (Sparkle)	SQFT	1,444.0	\$54.00	\$77,976.00	\$77,976.00
39	510050A	F	Structural Concrete (In-Channel Culvert Crossing)	CY	110.0	\$750.00	\$82,500.00	\$82,500.00
40	510502A	F	Minor Concrete (Minor Structure) - Stadium Seating	CY	4.0	\$3,200.00	\$12,800.00	\$12,800.00
41	650022		30" Reinforced Concrete Pipe	LF	360.0	\$175.00	\$63,000.00	\$63,000.00
42	721400		Concrete (Slope Protection)	CY	940.0	\$725.00	\$681,500.00	\$681,500.00
43	730070A		Detectable Warning Surface	SQFT	680.0	\$27.00	\$18,360.00	\$18,360.00
44	731510		Minor Concrete (Curb, Gutter, Sidewalk, Driveway)	CY	125.0	\$600.00	\$75,000.00	\$75,000.00
45	731502A		Minor Concrete (Concrete Shoulder)	CY	1,550.0	\$550.00	\$852,500.00	\$852,500.00
46	780435		Prepare and Paint Concrete (Access Point)	SQFT	6.0	\$200.00	\$1,200.00	\$1,200.00
47	780435		Prepare and Paint Concrete (Skate Stops)	SQFT	30.0	\$100.00	\$3,000.00	\$3,000.00
48	780460		Anti-Graffiti Coating	SQFT	600.0	\$5.00	\$3,000.00	\$3,000.00
49	780700A	F	Art Sculptures	CY	3.0	\$5,000.00	\$15,000.00	\$15,000.00
50	803090A		Remove and Salvage CVWD Swing Gate Assembly (2 Gates Per)	EA	10.0	\$1,200.00	\$12,000.00	\$12,000.00
51	810230		Pavement Marker (Reflective)	EA	12.0	\$25.00	\$300.00	\$300.00
52	801353A		6' Steel Fence	LF	237.0	\$389.00	\$92,193.00	\$92,193.00
53	801353A		6' Steel Fence Gate	EA	1.0	\$17,100.00	\$17,100.00	\$17,100.00
54	820610		Relocate Roadside Sign	EA	25.0	\$225.00	\$5,625.00	\$5,625.00
55	820840		Roadside Sign - One Post	EA	47.0	\$450.00	\$21,150.00	\$21,150.00
56	820841A		Install Small Identity Monument	EA	1.0	\$18,000.00	\$18,000.00	\$18,000.00
57	820842A		Install Pedestrian Directional Sign	EA	25.0	\$6,500.00	\$162,500.00	\$162,500.00

58	820844A		Install Map Kiosk Sign	EA	3.0	\$12,000.00	\$36,000.00	\$36,000.00
59	840506		8" Thermoplastic Traffic Stripe	LF	425.0	\$12.00	\$5,100.00	\$5,100.00
60	840509		12" Thermoplastic Traffic Stripe	LF	658.0	\$16.00	\$10,528.00	\$10,528.00
61	840515		Thermoplastic Pavement Marking	SQFT	250.0	\$22.00	\$5,500.00	\$5,500.00
62	840520A		Thermoplastic Crosswalk and Pavement Marking (Orange and Blue)	SQFT	3,607.0	\$20.00	\$72,140.00	\$72,140.00
63	840656		Paint Traffic Stripe (2-Coat)	LF	100.0	\$7.00	\$700.00	\$700.00
64	846020		Remove Painted Traffic Stripe	LF	170.0	\$10.00	\$1,700.00	\$1,700.00
65	870400		Signal and Lighting System	LS	1.0	\$295,000.00	\$295,000.00	\$295,000.00
66	872133		Modify Signal and Lighting System (Gene Autry Trail/E Via Escuela)	LS	1.0	\$149,000.00	\$149,000.00	\$149,000.00
67	872133		Modify Signal and Lighting System (E Vista Chino/Clubhouse View)	LS	1.0	\$129,000.00	\$129,000.00	\$129,000.00
68	870201A		Lighting System (Path Lights)	EA	2,300.0	\$125.00	\$287,500.00	\$287,500.00
69	870202A		Lighting System (Light Columns)	EA	34.0	\$6,500.00	\$221,000.00	\$221,000.00
70	994652A		Shade Structure	EA	7.0	\$130,000.00	\$910,000.00	\$910,000.00
71	994653A		Bicycle Racks	EA	8.0	\$2,000.00	\$16,000.00	\$16,000.00
72	994654A		Trash/Recycling Receptacles	EA	6.0	\$8,000.00	\$48,000.00	\$48,000.00
73	994655A		Hydration Station	EA	2.0	\$20,000.00	\$40,000.00	\$40,000.00
74	994656A		Bench	EA	8.0	\$8,500.00	\$68,000.00	\$68,000.00
75	995100		Water Meter Charges	EA	2.0	\$10,000.00	\$20,000.00	\$20,000.00
76	999990		Mobilization, Demobilization, and Final Cleanup	LS	1.0	\$1,745,000.00	\$1,745,000.00	\$1,745,000.00
							\$21,274,440.00	\$21,274,440.00

Additional Alternative "A"

Item No.	Item Code	Final Pay Item (F)	Item Description	Unit Pay	Estimated Quantity	Unit Price (In Figures)	Total (Listed)	Total (Calculated)
77	66578		Portable Changeable Message Signs	LS	1.0	\$10,000.00	\$10,000.00	\$10,000.00
78	130100		Job Site Management	LS	1.0	\$50,000.00	\$50,000.00	\$50,000.00
79	130300A		Prepare Storm Water Pollution Prevention Amendment	LS	1.0	\$2,000.00	\$2,000.00	\$2,000.00
80	130900		Temporary Concrete Washouts	LS	1.0	\$10,000.00	\$10,000.00	\$10,000.00
81	170103		Clearing and Grubbing	LS	1.0	\$50,000.00	\$50,000.00	\$50,000.00
82	190101		Roadway Excavation	CY	1,255.0	\$70.00	\$87,850.00	\$87,850.00
83	204098A		Planting and Irrigation	LS	1.0	\$30,000.00	\$30,000.00	\$30,000.00
84	210430		Hydroseed	SF	35,752.0	\$0.50	\$17,876.00	\$17,876.00
85	205034A		Restore Decomposed Granite - Landscape (3-in, No Binder)	SQFT	49,320.0	\$2.30	\$113,436.00	\$113,436.00
86	390132		Hot Mix Asphalt (Type A)	TON	24.0	\$700.00	\$16,800.00	\$16,800.00
87	398001		Remove Asphalt Concrete Pavement	SQFT	327.0	\$12.00	\$3,924.00	\$3,924.00
88	401050		Jointed Plain Concrete Pavement	CY	4,284.0	\$400.00	\$1,713,600.00	\$1,713,600.00
89	418005		Remove Concrete Pavement	SY	2,508.0	\$16.00	\$40,128.00	\$40,128.00
90	129000		Temporary Railing (Type K)	LF	620.0	\$60.00	\$37,200.00	\$37,200.00
91	192025	F	Structural Excavation (Culvert)	CY	7.0	\$700.00	\$4,900.00	\$4,900.00
92	192037	F	Structural Excavation (Retaining Wall)	CY	37.0	\$230.00	\$8,510.00	\$8,510.00
93	193004	F	Structure Backfill (Culvert)	CY	32.0	\$420.00	\$13,440.00	\$13,440.00
94	410096		Drill and Bond (Dowel Bar)	EA	36.0	\$50.00	\$1,800.00	\$1,800.00
95	510060		Structural Concrete (Retaining Wall w/ Gutter) (CT B3-3B)	CY	36.0	\$2,700.00	\$97,200.00	\$97,200.00
96	510092		Structural Concrete (Upstream Headwall)	CY	9.0	\$2,300.00	\$20,700.00	\$20,700.00
97	510092		Structural Concrete (Upstream Headwall) (RSP D89B)	CY	9.0	\$1,500.00	\$13,500.00	\$13,500.00
98	511056A		Concrete Surface Texture (Lithocrete)	SQFT	681.0	\$80.00	\$54,480.00	\$54,480.00
99	520100		Bar Reinforcing Steel (Retaining Wall & Headwall)	LS	1.0	\$14,000.00	\$14,000.00	\$14,000.00
100	600026		Remove CMU Wall (Portion)	LF	30.0	\$180.00	\$5,400.00	\$5,400.00
101	650018		24" Reinforced Concrete Pipe	LF	160.0	\$175.00	\$28,000.00	\$28,000.00
102	665047		48" Corrugated Steel Pipe (.109" Thick)	LF	44.0	\$500.00	\$22,000.00	\$22,000.00
103	710152		Remove Headwall	LF	20.0	\$215.00	\$4,300.00	\$4,300.00
104	720110		Construct Outlet Protection/ Velocity Dissipation Device (SS-10)	LS	1.0	\$7,000.00	\$7,000.00	\$7,000.00
105	839521		Cable Railing (B11-47)	LF	60.0	\$148.00	\$8,880.00	\$8,880.00
106	730070A		Detectable Warning Surface (Path)	SQFT	368.0	\$35.00	\$12,880.00	\$12,880.00
107	731504		Minor Concrete (Curb and Gutter)	CY	14.0	\$1,750.00	\$24,500.00	\$24,500.00
108	820610		Relocate Roadside Sign	EA	3.0	\$225.00	\$675.00	\$675.00
109	820840		Roadside Sign - One Post	EA	8.0	\$450.00	\$3,600.00	\$3,600.00
110	820841A		Install Small ID Monument Sign	EA	1.0	\$18,000.00	\$18,000.00	\$18,000.00
111	820841B		Install Large ID Monument Sign	EA	1.0	\$24,000.00	\$24,000.00	\$24,000.00
112	839640		Concrete Barrier (Type 60MS)	LF	287.0	\$400.00	\$114,800.00	\$114,800.00
113	840505		6" Thermoplastic Traffic Stripe	LF	62.0	\$8.00	\$496.00	\$496.00
114	840509		12" Thermoplastic Traffic Stripe	LF	38.0	\$16.00	\$608.00	\$608.00
115	840515		Thermoplastic Pavement Marking	SQFT	56.0	\$22.00	\$1,232.00	\$1,232.00
116	846020		Remove Painted Traffic Stripe	LF	396.0	\$10.00	\$3,960.00	\$3,960.00
117	846025		Remove Painted Pavement Marking	SF	56.0	\$10.00	\$560.00	\$560.00
118	840520A		Thermoplastic Crosswalk and Pavement Marking (Orange and Blue)	SQFT	2,967.0	\$20.00	\$59,340.00	\$59,340.00
119	861502		Modify Signal	LS	1.0	\$125,000.00	\$125,000.00	\$125,000.00
120	870201A		Lighting System (Path Lights)	EA	110.0	\$125.00	\$13,750.00	\$13,750.00
121	839591A		Install In-line End Crash Treatment	EA	1.0	\$53,100.00	\$53,100.00	\$53,100.00

Additional Alternative "B"

Item No.	Item Code	Final Pay Item (F)	Item Description	Unit Pay	Estimated Quantity	Unit Price (In Figures)	Total (Listed)	Total (Calculated)
122	100100		Develop Water Supply	LS	1.0	\$15,000.00	\$15,000.00	\$15,000.00
123	120100		Traffic Control System	LS	1.0	\$50,000.00	\$50,000.00	\$50,000.00
124	130100		Job Site Management	LS	1.0	\$15,000.00	\$15,000.00	\$15,000.00
125	130300A		Prepare Storm Water Pollution Prevention Amendment	LS	1.0	\$2,000.00	\$2,000.00	\$2,000.00
126	130560		Temporary Soil Binder	SQYD	2,930.0	\$3.50	\$10,255.00	\$10,255.00
127	130640		Temporary Fiber Roll	LF	1,200.0	\$5.00	\$6,000.00	\$6,000.00
128	130730		Street Sweeping	LS	1.0	\$25,000.00	\$25,000.00	\$25,000.00
129	130900		Temporary Concrete Washouts	LS	1.0	\$30,000.00	\$30,000.00	\$30,000.00
130	170103		Clearing and Grubbing	LS	1.0	\$10,000.00	\$10,000.00	\$10,000.00
131	190101		Roadway Excavation	CY	37,654.0	\$9.50	\$357,713.00	\$357,713.00
132	198050		Embankment	CY	34,777.0	\$8.00	\$278,216.00	\$278,216.00
133	401050		Jointed Plain Concrete Pavement (8-in)	CY	507.0	\$650.00	\$329,550.00	\$329,550.00
134	401050B		Jointed Plain Concrete Pavement (12-in w/ Rebar)	CY	713.0	\$750.00	\$534,750.00	\$534,750.00
135	510092	F	Structural Concrete, Headwall	CY	10.0	\$2,500.00	\$25,000.00	\$25,000.00
136	530100		Shotcrete	CY	18.0	\$850.00	\$15,300.00	\$15,300.00
137	550103A		Debris Protection Canopy	LS	1.0	\$250,000.00	\$250,000.00	\$250,000.00
138	650026		36" Reinforced Concrete Pipe	LF	46.0	\$300.00	\$13,800.00	\$13,800.00
139	710152		Remove Headwall	EA	1.0	\$6,000.00	\$6,000.00	\$6,000.00
140	710368A		Slurry Cement (Path Shoulder)	CY	37.0	\$370.00	\$13,690.00	\$13,690.00
141	720008		Remove Slope Paving	SQYD	4,050.0	\$20.00	\$81,000.00	\$81,000.00
142	721400		Concrete (Slope Protection)	CY	1,698.0	\$740.00	\$1,256,520.00	\$1,256,520.00
143	729011A		Cellular Confinement System (Geoweb)	SY	2,410.0	\$60.00	\$144,600.00	\$144,600.00
144	820841A		Install Small ID Monument Sign	EA	1.0	\$18,000.00	\$18,000.00	\$18,000.00
145	820842A		Install Pedestrian Directional Sign	EA	15.0	\$6,500.00	\$97,500.00	\$97,500.00
146	870200A		Lighting System (Undercrossing)	EA	1.0	\$20,000.00	\$20,000.00	\$20,000.00
147	870201A		Lighting System (Path Lights)	EA	139.0	\$125.00	\$17,375.00	\$17,375.00
148	871811		Interconnection Conduit and Cable (LF)	LF	1,200.0	\$75.00	\$90,000.00	\$90,000.00
149	999990		Mobilization, Demobilization, and Final Cleanup	LS	1.0	\$10,000.00	\$10,000.00	\$10,000.00
							\$3,722,269.00	\$3,722,269.00

**CV Link Multi-Modal Transportation Corridor Project - Segments 3/4/5
Federal Aid Project No(s). CML-6164(027), CML-6164(028), CML-6164(029)
Project No. CVL-2023-001**

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

CVAG

CONTRACTOR

BY: _____
SCOTT MATAS, MAYOR
CVAG CHAIR

BY: _____

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

ATTEST:

BY: _____
TOM KIRK, CVAG EXECUTIVE DIRECTOR
CLERK OF THE BOARD

TITLE: _____

Licensed in accordance with an act providing
for the registration of Contractors,

License No.: _____

Federal Employer Identification Number:

Department of Industrial Relations
Registration Number:

BY _____
"CVAG"

"Corporation"
(Seal)

Segment 1-5



- Segment 1
- Segment 2
- Segment 3
- Segment 4
- Segment 5

ITEM 12B

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Next Steps for the Arts and Music Line Project

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

Recommendation: Authorize the Executive Director to take the following actions for the Arts & Music Line project:

1. Execute a professional service agreement with Anser Advisory, LLC in an amount not to exceed \$509,333, including 20 percent contingency, to provide pre-construction and construction management services;
2. Execute a professional service agreement with T.Y. Lin International in an amount not to exceed \$50,000 to provide pre-construction and construction management services;
3. Execute a professional services agreement with Chen Ryan Associates, Inc. in an amount not to exceed \$934,730, including 20 percent contingency, to provide non-infrastructure program professional services; and
4. 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, construction management, and non-infrastructure program services

Background: In December 2022, the Executive Committee, at the recommendation of the Transportation Committee, authorized the Executive Director to take the necessary steps to accept \$36.483 million in Active Transportation Program funding for the Arts and Music Line (AML). This project will provide nearly nine miles of protected bicycle facilities (Class 1 and Class 4) along Avenue 48, Van Buren Street, and Dillon Road in the Cities of La Quinta, Indio and Coachella. The project will also construct more than six miles of new or upgraded Class 2 and Class 3 bikeways that directly connect the project to 11 disadvantaged schools.

The project scope includes branded elements like colored concrete, special markings and signage, lighting, two bridge under-crossings, traffic signal construction, paving, concrete channel modifications as well as connections to the CV Link and to the polo grounds, which is home to the world-renowned Coachella and Stagecoach art and music festivals. It also features innovative safety features including bicycle signals with fully protected bicycle movements, raised and/or recessed bike/pedestrian crossings, and bicycle signal indicators to alert cyclists that they have been detected by the traffic signal.

On September 30, 2019, the Executive Committee authorized a contract for the design of the AML project with Webb and Associates. The project design is now 65% complete and the project plans will be 90% complete in February 2024. Construction is anticipated to start in 2025. With

this item, staff is recommending several contracts that will get the project construction-ready and plan ahead for when it is complete.

Construction Management Services

Similar to the CV Link and CV Sync projects, CVAG staff has identified the need for professional engineering services to assist with pre-construction activities and construction management and inspection during construction. A Request for Proposals (RFP) was properly advertised and posted on July 12, 2023. Four proposals were received by the August 23, 2023 submittal deadline. CVAG assembled a proposal review committee comprised of staff from CVAG and the Cities of Indio and La Quinta. Proposals were evaluated on September 12, 2023, and a short list of two proposers was selected for interviews. Interviews of the top scoring firms were conducted on September 27, 2023.

Consultant	Location
Anser Advisory, LLC	Palm Desert, CA
Southstar Engineering & Consulting, Inc.	Riverside, CA
TKE Engineering, Inc.	Palm Desert, CA
T. Y. Lin International	Ontario, CA

Anser Advisory, LLC received the highest ranking from the proposal evaluation committee. The consultant is an established engineering consultant with office in 12 states, including a local office in Palm Desert. The consultant has performed construction management for several cities in the Coachella Valley and the region and is currently the construction manager for CVAG's CV Link project. Based on the proposal evaluation committee's feedback, staff is recommending the Executive Director be authorized to execute a contract with Anser that is limited to bid administration and pre-construction assistance. Upon successful completion of the pre-construction activities and satisfactory performance, CVAG staff would negotiate fees and bring back any recommendations related to a contract for the construction management services needed during construction. CVAG staff reserves the right to hire other consultant(s) as necessary or if it is determined that Anser is not performing to CVAG's satisfaction.

In addition, CVAG staff is recommending the Executive Director be authorized to execute a construction management services contract with T. Y. Lin International, the second highest-ranked consultant from the proposal evaluation committee. The consultant has substantial experience with member jurisdictions, including Indio and La Quinta. The Arts and Music Line project may require independent value engineering or design review, which would be provided by T. Y. Lin International.

Non-Infrastructure Program Professional Services

CVAG's application to the CTC also included a non-infrastructure component that requires professional engineering and public outreach services. The program will include engagement with schools, residents, businesses, the organizers of music festivals such as Coachella and Stagecoach and other stakeholders. Data will be collected during the program and an Outreach and Engagement Plan will be developed. The goal of the education and encouragement activities is to increase interest in active transportation and safe routes to schools. The program will commence prior to construction, continue during construction and following construction, to be concluded in a program evaluation in 2027.

A RFP was properly advertised and posted on July 26, 2023. Three proposals were received by the September 6, 2023 submittal deadline. The proposal review committee was comprised of staff

from CVAG, the Cities of Indio and La Quinta, and from Riverside University Health. Proposals were evaluated on September 28, 2023, and a short list of two proposers was selected for interviews. Interviews of the short list were conducted on October 4, 2023.

Consultant	Location
Chen Ryan Associates, Inc.	San Diego, CA
Kounkuey Design Initiative, Inc.	Los Angeles, CA
Southstar Engineering & Consulting, Inc.	Riverside, CA

Chen Ryan Associates, Inc. received the highest ranking from the proposal evaluation committee. Chen Ryan Associates, Inc. is an established engineering consultant based in San Diego, CA, and has extensive knowledge of the AML, having assisted in the preparation of the ATP grant application. The consultant is presently assisting in the design of the project as a subconsultant to Webb. Based on the proposal evaluation committee's feedback, staff is recommending the Executive Director be authorized to execute a contract with Chen Ryan Associates, Inc.

In addition to recommending execution of all three contracts, staff is seeking authorization to negotiate and execute amendments with the cost-sharing agreements that CVAG has with the Cities of La Quinta, Indio and Coachella. These recommended actions would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution.

Fiscal Analysis: Staff is recommending three contracts related to the AML.

Two of these contracts are for pre-construction and construction management services. The professional service agreement with Anser Advisory, LLC is recommended for a not-to-exceed amount of \$509,333, including 20 percent contingency. The professional service agreement with T.Y. Lin International in for an amount not to exceed \$50,000.

Staff is also recommending an agreement with Chen Ryan Associates, Inc. in an amount not to exceed \$934,730, including 20 percent contingency, to provide non-infrastructure program professional services.

The cost for AML, from design through construction, is estimated at \$46.099 million. The project's construction is primarily funded through the \$36,483,000 ATP grant.

Local and regional funding are being used to cover the remaining costs, including design, right-of-way acquisition, utility relocation, construction management, and non-infrastructure program activities. The three contracts proposed with this staff report would also be covered by local and regional funding. These costs would follow the 75 percent/25 percent funding formula that is standard for regional projects.

Because the AML local share spans more than one jurisdiction, the approved reimbursement agreements have split the 25 percent city share based on the project's centerline miles. That means it is split with the City of La Quinta contributing 6.25%, City of Indio contributing 16.75% and the City of Coachella contributing the remaining 2.00%. CVAG staff will work with its member jurisdictions to revise the agency reimbursement agreements to account for the additional \$1,494,063 for pre-construction construction management and non-infrastructure program services.

Looking ahead, CVAG staff continues to look for additional funding opportunities for the AML. Construction costs continue to rise and are being tracked as the project design continues. Staff

will also work with its member jurisdictions to address cost-sharing of the local share of the construction phase, allowing them to budget for future fiscal years.

Attachments:

1. Anser Advisory, LLC Technical & Fee Proposal: <https://cvag.org/pdf/aml/AMLAnser.pdf>
2. Chen Ryan Associates, Inc. Technical & Fee Proposal:
<https://cvag.org/pdf/aml/AMLChenRyan.pdf>
3. T. Y. Lin International Technical & Fee Proposal: <https://cvag.org/pdf/aml/AMLTyLin.pdf>
4. Professional services contract for Anser Advisory, LLC
5. Professional services contract for Chen Ryan Associates, Inc.
6. Professional services contract for T. Y. Lin International

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

ANSER ADVISORY MANAGEMENT, LLC

THIS AGREEMENT is made and effective as of December 4, 2023 between the Coachella Valley Association of Governments ("CVAG") and Anser Advisory Management, LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **December 4, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 4, 2027** unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES** consistent with the provisions of the Request for Proposals for the proposed **ARTS & MUSIC LINE PROJECT**, released on July 12, 2023, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein 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 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 (Consultants Proposal)

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 **\$509,333.00** without a written amendment.

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

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

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review 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 \$2,000,000 per occurrence, \$4,000,000 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, Suite 100
Palm Desert, CA 92260

To Consultant: Tyson Atwood, Senior Vice President
Anser Advisory Management, LLC
73-710 Fred Waring Drive, Suite 132
Palm Desert, CA 92260

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.

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

ANSER ADVISORY MANAGEMENT, LLC

By: _____
Tyson Atwood, Senior Vice President

EXHIBIT "A"
SCOPE OF WORK

Section 4: Work Plan



UNDERSTANDING OF SPECIAL ISSUES (IV)

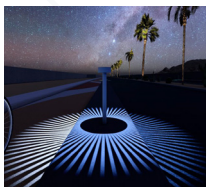
Construction Management Reimagined

The Anser team is comprised of individuals who truly take ownership of the project and are willing to go the extra mile to ensure the project is built right the first time. We are constantly looking for design and construction enhancements that will result in a pristine finished product.

An example of this on the CV Link project was at the Palm Springs Visitor Center access point. The design drawings had laid out the top of footings in line with the proposed finished grades. Our Resident Engineer, Tyson Atwood, realized early that the visual roof line would look odd once complete. As such, he made slight modifications to the top-of-footing elevations so that the shade structures would visually be shaped like a “V,” which also cast a much more appealing shadow.

It is this high attention to detail which separates the Anser team from any other construction management firm.

Plans are heavily scrutinized both in the office and in the field to ensure that the design intents are being met during construction. The Anser team is very accustomed to making minor design changes in the field as nearly all of the proposed tie-in elevations on the CV Link project have been significantly off. The way we have efficiently overcoming these challenges is by being very proactive. Once construction stakes are set, the Anser team will go out a minimum of two days ahead of the Contractor’s planned activities to ensure design feasibility. Minor adjustments can then be made with have zero to minimal impacts to the contractors means and methods and schedule. We can make such adjustments easily because, as part of our standard tools, Anser has invested in a builder’s laser level so that our inspection team can not only verify grades and forms without the assistance of a contractor. This also allows us to gather simple field topo without the need of additional survey costs.



Unique Design Elements

The AML has many unique features and elements which are being custom developed for the project. Anser has extensive experience in dealing with unique design elements and the challenges

that it brings to an owner. The first decision that CVAG must make is whether the agency should procure these items under a sole source agreement and then provide them to the contractor as owner furnished material. This is always heavily scrutinized by Caltrans and puts funding at risk if the proper procedures are not followed. Furthermore, California Public Contract Code

section 3400 also prohibits the use of specific brand names when bidding out work. On the CV Link project, Anser provided guidance to CVAG about the best way to procure specific design elements while still being in compliance with California Public Contract Code section 3400.



Through our guidance, the Segment 1 contract was able to procure the exact benches, trash receptacles and bicycle racks that were desired by CVAG.

As part of the Infrastructure Investments and Jobs Act (IIJA), the Build America, Buy America Act (BABA) was enacted in November of 2021. This act greatly increased the number of products which now fall within the Buy America requirements. This may include many of the fiberoptic and specialty lighting that is currently shown in the AML drawing package. During the pre-construction phase, Anser will ensure that all specified products meet the BABA requirements. The newly updated Caltrans 2023 standard specifications largely incorporate all these new Buy America requirements, however at this time it is unclear what the base specifications will be. If the Caltrans Standard Specifications are not used, the Anser team will ensure that all the newly updated Buy America language is in the contract specifications so that the contractor may accurately bid the project. Finally, during construction, our Resident Engineer will ensure that all Buy America requirements are being met and the paperwork is meticulously filed in preparation for any audit.

Understanding of Regional and Community Needs

Anser has worked extensively in the region for over five years and has had an established local office for over three. **Over 75% of the daily Anser team staff that will be working on the Art and Music Line Project call the Coachella Valley home.**

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Professional Engineering Services, Arts and Music Line Project

As such, we have a strong understanding of the unique community needs of the Art and Music Line project, both as it relates to its local residents and tourism, driven in large part to the music festival season and other special events.

Connections to Schools: The AML will connect to over half a dozen schools, all of which are within disadvantaged communities where over 80% of the children are on Free and Reduced Priced School Meals. Many of these children rely on public or active transportation to get to school. The AML will provide safer routes to children who are already using active transportation means to get to and from school each day.

Tourism: April is one of the most important months to the region. Each weekend, over 100,000 festival goers visit the Empire Pole Grounds to attend Coachella Music and Arts and Stagecoach music festivals. This is not including the thousands of vendors that it takes to support these events. These grounds are also increasingly the home to additional festivals taking place in October. Consideration for these high traffic events must be accounted for both during the design and construction phase. The design must be thoughtful enough to recognize that there are 10's of thousands of people who would use the facilities no more than once a year. Likewise, during construction, we must ensure that our project is of minimal impact to the traveling public, especially during these high-volume weekends. The Anser team is well experienced working within the region during these timelines.

During construction of our CV Link project, we ensured that our contractor took extra precautions by utilizing a combination of chain link and snow fence to keep tourism out of the construction zones. We also added additional signage above and beyond the requirements of the CA MUTCD to ensure clear communication to all tourists.



Understanding of the Dillon Road Connection

The Dillon Road connection is the eastern most connection to CV Link. Anser is aware that the existing Dillon Road Bridge over the Coachella Valley Stormwater Channel is structurally deficient and functionally obsolete. Dillon Road is also a principal arterial serving the two tribal reservations: Cabazon Band of Mission Indians and Twenty-Nine Palms Band of Mission Indians, and is the only access to the City of Coachella connecting to Interstate 10 freeway. The risks and reliabilities are extremely high and Anser is ready to work through any and all challenges, including:

- *Coordination with Caltrans, Coachella Valley Associations of Governments, Coachella Valley Water District, City of Indio, City of Coachella, Cabazon Band of Mission Indians, Twenty-Nine Band of Mission Indians, utility companies and school districts on a consistent basis.*
- *Possible closing of Dillon Road Bridge during construction which may require long detours through Avenue 50 via a low-water crossing (not accessible during flood event) or Avenue 52, which will significantly increase emergency response time.*
- *Understanding that there is a Joint Powers Authority between the City of Indio, City of Coachella, Cabazon Band of Mission Indians and Twenty-Nine Band of Mission Indians, established in September 2018, related to the Dillon Road Bridge Project.*
- *Understanding that the Dillon Road Bridge Project is one of Coachella Valley Associations of Governments transportation projects in the Transportation Project Prioritization Study and how this relates to the Art and Music Line Project which is funded by federal ATP and local funds.*
- *Managing environmental clearances (i.e., AB52 and Section 106 consultations).*
- *Managing and conducting biological studies during breeding seasons only which may cause delays.*
- *Strategizing the political process and facilitating discussion among stakeholders that may have differing opinions or priorities.*

Anser has built a team who is ready to take on these challenges. Martin Magaña of Magaña Consulting Services joins the Anser team with extensive existing relationships and knowledge of the rich history of the surrounding area. We will guide CVAG in addressing these challenges by including City and Tribal staff in pre-construction meetings and progress meetings, implement City and Tribal punch list items during project closeout and coordinate acceptance walks with the City and Tribal staff as part of the final punch list process.



Design and Practical Experience

Anser has extensive knowledge of the ADA requirements and bikeway construction as outlined in the California MUTCD. We've also kept up on all changes as these manuals are updated. This gives us a strong understanding of the critical elements not only during the constructability review phase, but also during construction. For example, we understand that there has to be 2-foot clear zone from the edge of path from any obstacles while the path.

During the construction of CV Link behind the Palm Desert High School, this understanding of design criteria was critical as the proposed pathway alignment encroached into this buffer zone against an CVWD chain link fence. Since our contract stated to protect the fence in place, the Anser team made alignment modifications in the field to ensure that our edge of pathway was at least 2-feet away from the existing fence. This change was made a zero cost to CVAG. Had we not had this understanding, post solution would have certainly cost tens of thousands of dollars.

Anser also understands that even though a design may work on paper and is within the guidelines of design standards, new features may cause confusion with drivers. As new sections of travel are opened, Anser will observe how traffic reacts to the changes, recognizing that there is a typical time period where locals will need to adjust to the changes. If any element of the design is not working as intended, Anser will take immediate action to add any temporary fixes as necessary while the design team provides a final solution. **Signal timing adjustments are frequently required on these types of projects. Anser will work with the local agency to ensure that signals are adjusted ahead of opening new routes to traffic.**

Levee and Undercrossing Construction

One of the more important connections to the Arts and Music Line is connectivity with CV Link at the *La Quinta Promontory Point Access Point*. In order to make this connection, the proposed pathway will travel from Avenue 48 along the **La Quinta Evacuation Channel** and then drop under both the Highway 111 and Jefferson bridges. Anser has unmatched knowledge of the challenges of obtaining both design approval and constructing within Coachella Valley Water District (CVWD) right-of-way.

Our Resident Engineer, Tyson Atwood, has spent the past three years working very closely with CVWD, especially David Wilson and Chad Austin, in getting both design approvals, as well as construction coordination within the channel. Anser recognizes that CVWD has strong reservations about constructing the under crossings as proposed due to both safety and engineering concerns.

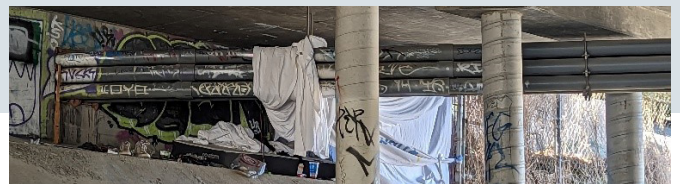
Engineering Concerns. One example of the engineering concerns CVWD will likely have is with capacity and scour analysis. The proposed design will reduce capacity of the existing channel by the addition of a retaining wall, and/or fill slope. As this channel is designated as a Zone A by the FEMA Flood Insurance Rate Maps (FIRM), CVWD will likely require a hydrologic/hydraulic (HH) analysis which shows that the impacts have negligible effects on the existing water surface elevations and scour depths. CVWD traditionally has Northwest Hydraulic Consultants (NHC) complete their third-party review of all HH studies. Through this process, Tyson has working knowledge of the types of analysis that NHC will be looking for, as well as how they prefer the data presented. Having previously worked as a HH design engineer, Tyson has a strong understanding of the software and types of analysis used to complete these studies.

During the approval process of the CV Link under crossings, Tyson performed Quality Assurance of the designers' analyses and report prior to submitting to CVWD for review. During this process, he caught several inconsistencies in the report which had traditionally been flagged by NHC; avoiding an additional costly round of reviews and loss in schedule.

With his extensive knowledge of what kinds of issues CVWD and NHC traditionally look for in their review, the Anser team will be able to perform independent Quality Assurance checks ahead of design submittals to CVWD which will cut down on the number of submittal reviews required ahead of CVWD approval.

Safety Concerns. Through our conversations with CVAG, we also understand that CVWD has safety concerns about building the pathway underneath the Jefferson and Highway 111 bridges, respectively. During our field visit, the Anser team did observe one homeless encampment in the Jefferson bridge abutment, opposite of where the pathway is proposed.

The Anser team has vast experience in working with the homeless of similar under crossings during construction of CV Link. The Monroe under crossing had proven to be the most challenging location as there was a very well establish encampment within our construction limits. Prior to construction of the under crossing, Anser teamed with the CVAG Homeless outreach team so that contact could be made with the individuals. Once that initial contact failed, Anser worked with local law enforcement to have the individuals removed. Anser also came up with some additional design elements which helped as homeless deterrents. Through persistent work, there are no longer homeless encampments at any CV Link under crossing locations.



Anser will work closely with CVAG to help ensure the safest possible route to access CV Link at the La Quinta Access Point. We will look at all options, including additional lighting which would not have adverse environmental impacts while enhancing the safety of users after dark.

Retaining Wall Construction

The current plan shows two different types of walls being constructed within the channel, a tieback wall and a cast-in-place wall. In our initial review of the plans, as demonstrated in **Figure 1**, it appears that CVAG may need to acquire additional right-of-way in order to construction the tiebacks. This appears to be most prominent at the Highway 111 undercrossing, especially towards the northerly side where there is an existing shopping center adjacent to the channel. These kinds of right-of-way constraints will be one of our top priorities during our constructability review. It will be critical to both the schedule and design that these kinds of restrictions are identified early so that proper action can be taken to mitigate the design.

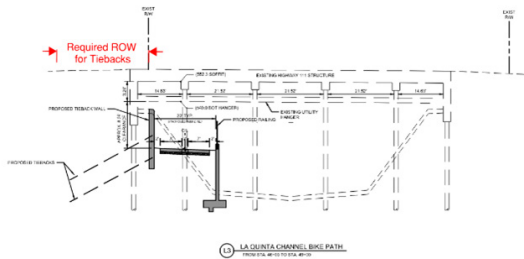


Figure 1

Another challenge that the project may face is with the current design of the cast-in-place (CIP) wall. In order to cost effectively construct the CIP wall, the contract will need room to excavate for the footing. This is demonstrated in **Figure 2**.

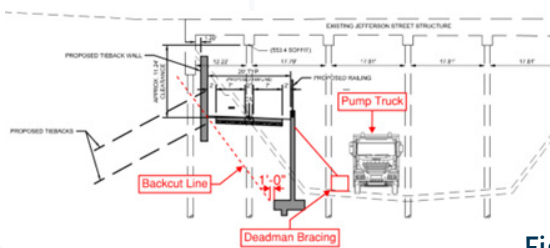


Figure 2

As demonstrated in this figure, this back cut will likely affect the columns of the existing bridge. During the constructability phase, we would review the both the Jefferson and Highway 111 as-build drawings to ensure that future construction would not impact the structural integrity of the bridges and that any potential back cuts would be above the existing pile caps. Additionally, access during construction of the CIP wall will be restrictive due to the placement of the existing columns. Extreme caution must be maintained at all times so that equipment does not strike and damage any of the structural components of the bridges. The Anser team will also ensure

that the environmental clearance areas also accurately account for construction activities.

As a lesson learned from the CV Link project, the environmental boundary of the under crossings did not account for the back cut required for the cutoff wall construction. The Anser team has worked with both CDFW and CVWD to mitigate these impacts so that the project could be built per plan.

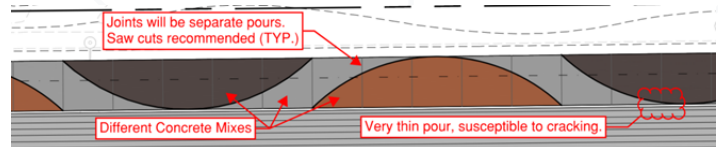


On-Street Construction

While the levee and undercrossing may appear to be the most technically complex component of the project, the on-street work will have its own unique set of challenges, from both a constructability and engineering perspective.

Project Staging and Schedule. One of our lessons learned from our City of Indio Herbert Hoover Pedestrian Improvement project is the success of breaking the project in to manageable stages of work. Because the project is spread out through commercial, residential, and school zones, it is important that the contractor is diligent when they start construction. For example, we would not want the contractor to start demo work in La Quinta, near Desert Sands Unified School District and then move into the City of Indio, and not complete the work within the City of La Quinta for weeks, or even months later. We will work with CVAG and the design team to establish reasonable work zone areas which would not substantially drive costs, while minimizing impacts to the public as much as possible.

Prior to starting the project, we will review and agree on the Contractor's baseline schedule. Our team will discuss the project schedule with the contractor prior to mobilization and listen to any concerns or enhancements they have relating to the schedule. When both Contractor and Construction Manager agree on a schedule prior to starting the project, the project has a much higher rate of success!



Patterned Colored Concrete. The ambition of the AML is to truly live up to its name to where it will be a piece of art. The pathway will create an amazing user experience with its blends of colors and shapes. The issue is that each one of these colors and shapes will require separate concrete pours, which drives up costs and can lead to challenges with differential settling, joints/cracking, and color inconsistency between pours. The Anser team is very familiar with these types of challenges through our work on the North Park Mid-City project and the CV Link project.

Our Lead Inspector, Kenny Casados, has worked through all these types of challenges during the construction of the CV Link access points and branded banding. These sections consisted of similar intricate patterns which required their own separate pours. We worked hand-in-hand with the contractor to develop pour plans and methods to cut relief joints which have avoided over 95% of cracking.

Prior to bid, Anser will share our lessons learned with the design team to ensure contract specification language requiring sample panels, pour plans, doweling and saw cutting are all in the bid package. In addition, we'll recommend that language is in the contract which requires that the same mix design be used in sections, which ensures a consistent color product throughout the project

Coordination with Cities, Utilities, and Future Projects

We recognize the need to coordinate with many different stakeholders on this project, all of which the Anser team has existing working relationships with. A detailed description of our communication plan is discussed later. We also recognize that the AML is not the only planned project within the same footprint of work and that other agencies have their own projects to manage.

The AML project is not scheduled to go to construction until Q2 of 2025, meaning there is ample time to coordinate any future projects currently planned with the stakeholders. However, this also means that it's likely that projects within our work limits will be completed ahead of the AML going to construction. The Anser team has extensive experience coordinating these kinds of efforts on many different projects including North Park Mid-City, Bayshore Barrio Logan, and of course CV Link.

- *On the North Park Mid-City project, we actively had to coordinate with the City of San Diego for outside projects such as annual slurry seal maintenance, installation of fiber optics lines, and new building development; all of which impacted our work zones. Our proposed Assistant Resident Engineer, Brandon McKay, actively managed each of the conflicts with our contractor. Preferred critical path activities were altered, and re-design work arounds were just some of the solutions the Anser team came up with.*
- *On the Bayshore Barrio Logan project, we are actively managing a scenario where a local City sewer project within our work limits has been substantially delayed, which in turn has caused the Anser-managed project to pivot. We have proactively worked with our contractor to sequence the preferred critical path components of the project, so that construction activities could continue.*

We have many similar experiences on the CV Link project. CVWD has had two projects within the channel which have affected our ability to perform work in the areas, causing us to re-sequence work. The Dune Palms bridge replacement falls within the footprint of the current Segment 1 project which required the Anser team to revise start/stop locations.

In the City of Palm Springs, the City had completed a small traffic calming project within the CV Link limits which was unknown to CVAG and the design team. Once construction began, our proposed Resident Engineer, Tyson Atwood, and Lead Inspector, Kenny Casados, actively worked with Donn Uyeno, then with Palm Springs, to incorporate the existing speed humps into the CV Link project.

The Anser team is prepared to actively deal with any curveball that the AML project throws our way and our proposed team has a proven record of success in keeping projects actively progressing through all of these types of scenarios.

ADA Compliance

Public safety is a key component to the success of this project. Nearly every aspect of the project has to be within compliance of ADA standards. That means pathway cross slopes cannot exceed 2% and anything over 5% in the travel path is considered a ramp and must be treated as such in the design. Through our work on many projects, but especially on CV Link, our inspection team has developed comprehensive spreadsheets which ensure compliance with all ADA standards, while being able to complete the checks in a timely manner. Our inspection team will document all ADA components using tape measures to a 1/16 of an inch and smart levels to the tenth of a degree to ensure features do not exceed the maximum allowable slopes. If features are found to be out of tolerance, the Contractor will not be compensated for the work until the ramp meets project requirements. In addition to permanent ADA facilities, temporary facilities may be needed to guide pedestrians during stage construction and closed ramps. We could not find any mention of how the Contractor should construct temporary ADA facilities in the contract documents, therefore we recommend that these temporary facilities follow the Caltrans Temporary ADA Facilities Handbook.



APPROACH/ WORK PLAN TO SCOPE OF SERVICES



Bid Administration and Pre-Construction Assistance

Schedule (a): Anser currently employs a team of critical path method (CPM) scheduling experts who are experienced in a variety of scheduling software, including Primavera P6 and Microsoft Project. For the Art and Music Line project, there will be three critical phases to completing the project which are: Completion of Design, Obtaining E76/Advertise/Award, Construction. A detailed schedule is shown toward the end of the proposal.

Completion of Design is much more than simply just how long it will take for the designer to complete the drawings. This is the critical phase in which all the project stakeholders will have the majority of their input on the design. Anser has extensive experience working with all of the stakeholders on the project, including: Coachella Valley Water District (CVWD), Cities of La Quinta, Indio, and Coachella, as well as coordination with the Cabazon Tribe. Having worked with these agencies, Anser has extensive working knowledge of which agencies tend to stretch beyond their initially stated review period. We also have a strong understanding that it will likely take multiple reviews before obtaining approvals. In order to setup an accurate schedule, it is critical to set realistic activity durations, as well as allowing for multiple reviews.

Obtaining E76/Advertise/Award. There is an extensive package which is required as part of the approval package from Caltrans. The proposed Anser team are subject matters experts which in comes to the Caltrans Local Assistance Procedures Manual (LAPM) has successfully supported CVAG on a number construction package related to the CV Link program.

Most recently, Anser was asked by CVAG to put plan packages and provide cost estimates for multiple Caltrans packages with just a few days turnaround deadline. Anser was able to quickly allocate resources and completed over 80 manhours of work in just 48 hours.

Once the E76 is obtained, Anser will support CVAG in putting the bid package out for construction. Again, there are strict guidelines which must be followed in accordance with the LAPM. The advertise and award package is always the first item which is reviewed by Caltrans auditors during the initial project audit.

Construction. Having managed dozens of bikeway projects, the Anser team are experts in not only putting together but managing these linear projects in which the critical path activities may frequently change. As part of this procurement, Anser has developed a probable construction sequence which the contractor would likely follow. This schedule will be further

updated as we progress from 65 to 100% design drawings. Additionally, as discussed in our Special Issues section, we will be sure that we capture any outside agencies projects which could potentially affect our project.



Bid Processes (e): Once our constructability review is complete, Anser will then assist CVAG with putting out a bid package. As discussed above, Anser has extensive experience putting together bid packages in conformance with the Caltrans LAPM. Once the project is advertised, as we did with CV Link, we can take the lead in answering any questions which may arise from potential contractors during that process. Once bids are open, Anser will complete a comprehensive analysis of the bid items to ensure that there are significant bid items which are unbalanced. We will also review each bidder package to ensure that they submitted complete and responsive bids. A large part of that review will be to ensure that the contractor has made accurate claims of the DBE goal participation, or a review of the “good faith effort,” which would ultimately need Caltrans approval.

Budget (b): *Every successful construction project starts with a great estimate!* Financial expectations determine which projects are started, but only accurate cost estimates determine which are completed within budget. Our in-house Cost Estimating group lead by **Andy Kleimola**, recognizes the importance of having reliable construction cost estimates before a shovel ever hits the ground. Accurate cost estimates are required to create project budgets, evaluate cost implications of numerous design decisions as design advances and to analyze the accuracy and fairness of contractor’s estimate submissions.



Not only does the AML add complexities to standard concrete pathway construction, it also incorporates a number of unique fiberoptic and other unique lighting elements, all of which are key to making the pathway a work of art. This is all in addition to the structural elements that will need to be built to connect the AML to CV Link at the La Quinta Access Point. These elements all come at a cost where budgets are limited. The success of a project hinges on getting the alignment of budget, scope, and quality right at the beginning of the project, as well as the maintenance of that alignment as design progresses. Our team of estimators will help confirm engineer’s estimates, and when needed we can provide guidance to any discrepancies so that CVAG may have the most accurate information to make decisions from.

Communication Plan. Given the number of stakeholders on the project, having a formal communication plan and having contact information for all members is critical. The Anser team is unmatched not only its understanding of this, but also with having already established much of the groundwork required as part of this project.

Through our work on the CV Link project, Anser and Burke Rix have already developed a communication plan which contains most contacts which will be part of the AML communication plan.

We will work with CVAG to refine this list and ensure that contact information is captured in an organized manner in a way that anyone new to the project could be brought up to speed with who the key stakeholders are by simply reviewing the document. Given the length of the project, it's likely that key stakeholders may move positions. As such, we recognize that our communication plan will always be a working document which will need to be updated throughout the life of the project.

Constructability Review (c): As discussed in the **Special Issues section**, the Anser team brings knowledge of not only constructability issues, but also design guidelines, especially as it relates to bikeway facilities. As shown in the appendices, Anser has already began its initial list of field observations with the provided 65% drawings. A thoughtful review of work adjacent to right-of-way lines will be required throughout the project.

During the construction of CV Link, Anser was able to identify several areas which required either a Temporary Construction Easement or Slope Easement. By identifying early, Anser was able to put all the document required in order to obtain these easements with zero delay to the project.

In addition to constructability review, Anser will utilize Steve Latino from Michael Baker to perform a comprehensive engineering review. Steve has recently worked side-by-side with Tyson on a number of bikeway project for the City of Palm Desert. Their different backgrounds allow for highly detailed review of drawings which far expand beyond the typical constructability review comments.

Bluebeam Revu™ has become the standard software for constructability review comments, however not all firms use it to its full capabilities. Effective use of studio sessions, thoughtful layers, and summary reports are what set Anser constructability reviews apart. Anser will mark up a set of plans on the PDF editor. There are two benefits with this software which can improve efficiency and reduce review times between the project team. First, we can place the drawings in a cloud-based server where multiple team members can comment directly on the PDF. This will allow simultaneous reviews rather than back and forth commenting between the team.

Second, once all the comments are compiled on the marked-up pdf set, the software can export a review sheet, which clearly identifies the page number, comment and most importantly a picture of the item being discussed. This report is to supplement or replace the excel spreadsheet typically issued as the tracking log for the constructability comments. When reviewing comments, there is no need for a set of plans and excel sheet. This report will combine both and make for more efficient, productive meetings with the team. Additional sketches and drawing details containing recommendations for package improvements will be provided to supplement the comment log to ensure clarity. The comment/response log will be supplemented with full-size sheet plans with markups for each project.

Mitigation Measures and Environmental Requirements (d):

Through our experience on CV Link and other projects, Anser has a strong understanding of the environmental requirements required to complete the Art and Music Line. These will include mitigation measures for burrowing owls, nesting birds, and bats, among others. Additionally, there will be cultural requirements, at minimum, for work that takes within the Cabazon and Twenty-Nine-Palms right-of-way. Anser has teamed with LSA who has a local office in Palm Springs and had been providing local support to the Coachella Valley for years. Along with Anser, LSA has personal working relationships with the local agency representatives, including Jacob Skaggs with the Department of Fish and Wildlife (CDFW).

Anser, with the support of LSA, will complete a thorough review of all environmental documents and place relevant items in our CPM schedule. A risk analysis of the current construction schedule will be reviewed with the CVAG so that thoughtful decision on when to release projects to bid can be made. We will take extensive care to ensure that all environmental requirements are capture in the projects Special Conditions and the time of bid.



Construction Management



Project Administration (3)

Procedures Manuals (c, g, h): The Anser Team understands that we will have to create and maintain hundreds of documents throughout the project duration to provide proof that the project was administered in accordance with Local, State and Federal guidelines. The requirements of the Caltrans Local Assistance Procedures Manual (LAPM) provide the minimum filing system that we must adhere to. However, a project of this size will require that we implement the full filing system established in the Caltrans Construction Manual. Anser's Resident Engineer, Tyson Atwood, and Document Control specialist, Amelia Fitchett, have expansive experience utilizing the Caltrans filing system and **together have successfully passed many Caltrans audits, including ones for CVAG, typically with just minor comments.**

Coordination & Reporting (b, d, j): Open communication is one of the keys to success of any project. The Anser team has an existing working relationship with not only CVAG, but the majority of stakeholders on the project. As discussed above, Anser understands the importance of having a written plan when dealing with so many stakeholders and partners on the project.

Once the project is awarded, the Anser team will kick-off the project with a pre-construction meeting which will include all project stakeholders. Clear lines of communication through the Anser construction management team will be reinforced at this meeting. During the construction phase, it is crucial to keep all stakeholders informed of the progress of the project. In order to manage the flow of information and keep the focus on the important issues, Tyson will institute weekly contractor progress meetings. Again, all stakeholders, such as the contractor, CVAG, the design engineer, CVWD, RCTD, and all Cities and Public Relations Officers will be invited to attend. Minutes of issues, discussions, statements, and commitments will be recorded and distributed after every meeting. Weekly and monthly Construction Progress Report will be provided to CVAG staff and other stakeholders as approved by CVAG identifying the progress made, upcoming work, and any issues that have or may be developing.

Anser is very familiar with the formatting requirements for these reports as Anser helped develop many of the standard reports still used by CVAG as part of setting up the document control system on the CV Link project.

Progress Payments (a, e, f): Prior to bidding the project, Anser will ensure that there is specification language which clearly define the payment schedules of the project. Anser will follow the time-tested procedures established in the Caltrans Construction

Manual for the tracking and payment of materials placed by the Contractor each month. Daily reports become the basis of documenting the material placed by the Contractor. This information is transferred to quantity (or Q) sheets that are established for each item of pay. All quantity sheets are backed up with calculations, photos or other means of verification, and are checked by an independent party prior to being submitted to Tyson. Payment vouchers are generated, along with a breakdown of reimbursement from the various funding buckets on the project. Monthly estimates are submitted to CVAG after discussion with the Contractor and confirmation that payment items are accurate. A detailed discussion on the process can be found in the Cost and Schedule section.

Monitor Contractor's Schedule (i): We will ensure that the Contractor is complying with the requirements of the monthly schedule updates and closely monitor the critical path to avoid delays and disruptions whenever possible. Non-working days and days added by the change order process will be incorporated into schedule updates. Our unique approach to scheduling is discussed in detail in the Cost and Schedule section.



Partnering (l): Anser firmly believes and practices proactive management on the job and will make every attempt to resolve issues at the lowest level possible. As discussed later in our approach to claims, even when there are disputes on a project, Tyson maintains the highest level of professionalism and never takes a difference of opinion personally. While we have a proven track record of being able to resolve disputes, should CVAG feel that a partnering session is needed, Anser will participate with an open mind.

Quality Assurance Program (QAP) Manual (m): Anser has managed hundreds of millions of dollars in federally funded projects, as such, we are extremely familiar with the Caltrans Quality Assurance Program in addition to the approved CVAG Quality Assurance Plan (QAP). The Anser team is currently administering the CVAG QAP by accurately tracking the quantities of all materials placed on the project to ensure that we are meeting the minimum testing requirements as outlined in the CVAG QAP. To increase cost effectiveness, Anser has teamed with Earth Systems who will perform all of our Quality Assurance Material Testing. Earth Systems has a Caltrans accredited laboratory locally in the Coachella Valley, along with local staff who are also Caltrans certified. It is through these accreditations that we will comply with the Independent Assurance (IA) requirements of the QAP Manual.

Labor Compliance (n): Standards established by the Department of Industrial Relations (DIR) require that Contractors adhere to specific pay requirements and submit certified payrolls to the managing body. Daily reports, along with employee EEO

interviews form the basis for reviewing contractor certified payrolls. During audits of construction records, certified payroll records are an area that is most often reviewed. Tyson has extensive experience providing Labor Compliance administration and will be supported by Chia-Chi Wang of our DBE subcontractor, DESI. Any deficiencies will be reported and pursued. Withholding of payment may be utilized to achieve compliance.

Environmental Compliance (k): As previously discussed, Anser and LSA will ensure that we are meeting all the environmental requirements set forth in the environmental documents. In the construction phase, we will ensure that our contractor is complying with all of the environmental requirements for the project that would now be in the special provisions. We are anticipating that the majority of the environmental monitoring will be required to take place at the two ends of the projects which tie into CV Link.

Through our work on CV Link, we know that the surrounding area around Promontory Point has cultural resources which require additional monitoring. We also know of similar requirements at the Dillon Road connection, which takes place on tribal lands.

In addition, monitoring of burrowing owls, bats, and other nesting bird will be required along the channels and under the bridges. *From our initial site walk of the evacuation channel, we did notice a nest inside one of the bridge abutments which will need to be addressed prior to construction.*



SWPPP, AQMD, and Environmental Coordination (o, p): Construction activities are ever changing for various reasons throughout a project, thus the reasons for continuous monitoring on a project. Knowing the appropriate BMP's for various construction activities is key to properly implementing a SWPPP and Dust Control Plan, especially on a project with so many working locations. Our team is extremely experienced in both Storm Water and Air Quality as Tyson is a Qualified SWPPP Developer's (QSD) and is also SCAQMD Coachella Valley Fugitive Dust Control certified. *Tyson and members of the Anser team are well versed in the new requirements set forth in the 2022 Construction General Permit which will become effective September 1, 2023.*

Project dust is always a challenge when working in the Coachella Valley, thus the additional requirement unique to the Coachella Valley in which the contractor will be required to submit a Dust Control Plan to AQMD. We have found that dust can be

especially challenging when working within the channels. Often times, dust complaints are blamed on the project, when in fact the dust in large part is a byproduct of high winds and regional dust. Anser has extensive experience with managing dust throughout the valley.

On the CV Link project, Anser wrote a change order to the contractor to apply temporary tackifier to areas within the channel so that it could be proven to AQMD that the project was doing everything possible to stay within compliance. We will take this lesson learned and ensure that such dust control measures are requirements in the contract documents during the constructability review phase.

In addition, Anser will ensure that the Contractor maintains properly permitted dust levels, as well as minimizes project track out from the site. Each project will have some scope of work requiring concrete, so our inspectors will ensure the contractor has washouts set up to rinse out the trucks. Tyson will continually monitor the site for compliance and strictly enforce that all mitigation measures described in the Dust Control Plan and/or SWPPP are being implemented and documented on a daily basis.

As-Builts (q): As part of our daily and monthly documentation we will maintain "As-Built" drawings. Developing these items in a contemporaneous fashion ensures the most accurate memorialization of the activities as they occur in the event of a time impact or dispute. We will keep a "Live" as built set of plans using Bluebeam Studio Software. This will be a tool that each member of the Anser Team can utilize and will have access to the most current set of plans at any time. At the end of the project, these electronic files can easily be bundled and transmitted to be updated into the electronic plan set and transmitted to CVAG, and all applicable stakeholders, for archiving.



Construction Coordination (3)

Active construction coordination is discussed through various section of the proposal such as our under of project stakeholders, communication plan, and SWPPP coordination.

As demonstrated throughout this proposal, Anser has a strong understand of the coordination required to complete the AML project. Tyson Atwood, will lead the Anser Team as the Resident Engineer and looks forward to continuing his work as being the day-to-day contact with many of the same parties associated with the project which he is currently working with through his work with the CV Link project.



Construction Inspection (4)

Field Inspection (a-q): Anser offers experienced and qualified inspectors with extensive experience with Greenbook and Caltrans

standards. These individuals will provide daily on-site observation and inspection of required materials, equipment, and methods of construction and assure that the project remains in compliance with all contract documents, permits and regulations. Our inspectors are also cross trained and versed in compliance as it relates to ADA, traffic control, SWPPP and AQMD PM10 inspections. Our digital daily inspection reports discuss conversations, labor, equipment, quantities, location and full description of work completed during the shift, as well as adherence to the compliance aspects of the Contract backed up with photographs. These daily reports are the backbone of hour our quantity (Q-sheets) are generated during the progress payment, which is discussed in the above section.

Our work plan is to eliminate surprises to CVAG by being proactive in working with the Contractor to identify and resolve deficiencies or problems as quickly as possible at the field level. Our inspectors will utilize the three (3) week-look-ahead-schedule to properly advance the construction effort by looking ahead, and by assisting the Contractor in resolving issues before they become problems. All work will be inspected for conformance with contract plans, specifications, and current specified and standards. Inspection documentation, processes, materials testing, and quality assurance will all be in accordance with CVAG and Caltrans Quality Assurance Manual.

Comprehensive and accurate daily records of field activities become the go-to document when a dispute comes to light. Early recognition of an issue allows added opportunities for resolution. If extra work is required, accurate documentation is critical to determine the actual costs incurred and come to an accurate evaluation of cost. When disputed work is not resolved by change order, it must continue under a potential claim. In this case, the Anser Team will create a file number to track the Contractor's effort with added scrutiny. Accurate documentation of manpower, equipment, and materials will allow us to disallow or minimize the cost of disputed extra work.



Project Support (5)

Construction Surveys (a-d): Anser has teamed once again with the local branch office of *Michael Baker International (MBI)* to provide surveying services. MBI understands the importance in providing high quality services. The team we have assembled for this project propose to carry out those services to enhance the CVAG's outstanding reputation in providing the Coachella Valley with safe, reliable transportation and amenities throughout the

Valley. Our approach to the project is a proven and efficient team approach with California Licensed Land Surveyors engaged in every work task throughout the scope of work. The local Palm Desert Office currently has four (4) Licensed Surveyors and four (4) fully capable field crews employed full time working on Coachella Valley Projects.

Many times, it is the surveyor who discovers an inconsistency or deviation from design. While it is intended that deviations from plans do not occur, they inevitably may. Minor deviations are normal and can be dealt with routinely by the Party Chief and the Resident Engineer, who will keep the staff informed. When a plan deviation is other than minor in nature, the Party Chief will assess the problem and gather enough survey information for the Resident Engineer to resolve the issue without undue delay.

The Anser and MBI team have an extensive working relationship when it comes to fixing errors in the field, as the CV Link project has been rattled with elevation busts throughout the project. The Anser and MBI team have worked together to obtain additional pothole and elevation data ahead of when the contractor wants to begin their work. Working together, we have saved CVAG 10's, if not, 100's of thousands of dollars in additional re-work costs.

In addition to construction staking, the Anser and MBI teamed have worked through a number of right-of-way issues on the CV Link project as well. MBI has assisted Anser and CVAG in preparing legal documents which have enabled CVAG to get necessary temporary construction easements and slope easements which were not previously identified but required in order to complete the CV Link project.

Material Testing/Source Inspection (e): Anser has teamed with Earth Systems who will perform all material testing and source inspection. Earth Systems has extensive experience throughout the Coachella Valley and currently provides on-call geotechnical service to Riverside County Flood Control and Water Conservation District, Riverside County Transportation Department, the Cities of Rancho Mirage and Indio. They also often work on projects for the Cities of Palm Springs, Cathedral City, Palm Desert, La Quinta and Coachella, as well as Coachella Valley Water District. They have a local, Caltrans certified laboratory located in La Quinta.



Public Outreach (c): Anser has once again teamed with local small business, Burke Rix Communications (BRC) to help support our public outreach effort. BRC has extensive experience in providing a wide array of community outreach services on large infrastructure projects. Their team maintains relationships with community leaders and stakeholders throughout the region and particularly in the Eastern Coachella Valley. BRC has a positive track record in working closely with CVAG on CV Link and has

demonstrated to the public that the agency can deliver quality transportation projects with a community driven approach that is transparent and timely. The Anser and BRC is able to hit the ground running in providing timely and efficient outreach and communication services for the AML project.

Public Outreach

BRC is currently provides public outreach and communications services with Anser on the construction management of the CV Link project. In this role, BRC closely coordinates with local agencies that include the AML cities of La Quinta, Indio, and Coachella. BRC also coordinates with many of these cities police departments as well as with other stakeholders such as the Desert Sands Unified School District, Desert Healthcare District, SunLine, property owners, chambers of commerce, community-based organizations, and bicycle groups. BRC proactively coordinates with these stakeholders and the public to inform and raise awareness regarding project updates. The BRC team has developed and disseminated bilingual notices, social media tool kits, and signage. They also regularly maintain the project website and social media channels. BRC manages the construction project hotline coordinates with our team on quickly responding to inquiries. As a local firm, BRC can connect with residents and businesses on a personal level and immediately respond in person. All calls and any subsequent response are logged for the record and maintained.

Construction Communication Plan

As discussed in preconstruction, BRC will develop a Construction Communications Plan for the AML that will be a comprehensive document designed to guide construction communication and outreach in a timely and easy-to-understand format that leads to public understanding and support of the project. The Construction Communications Plan will also address planning for project-related emergencies, notices, website content, newsletters, social media, coordination with local agency PIO's on outreach, coordination with the AML Non-Infrastructure Program Manager, and presentation materials for various audiences. BRC provides most of these services now for the CV Link project and can streamline these efforts for the AML project.

Community Meetings and Events

The BRC team will help plan, facilitate, and promote community meetings and presentations prior to construction and throughout the project as needed. BRC has extensive experience leading virtual and in-person meetings for CV Link and many other projects. BRC worked closely with CVAG staff on the first CV Link ribbon cutting ceremony in Palm Springs and Cathedral City as well as the groundbreaking ceremonies in Palm Desert, La Quinta, and Indio. All of the ceremonies were promoted by BRC in partnership with CVAG and were very well attended! The BRC team handed event logistics and marketing that included rentals, signage, colleterial materials, and photography/video

services. BRC offers full-service in-house event services that include:

- » Event Planning & Logistics
- » Program Development
- » Design and Production of all Collateral & Marketing Materials in English and Spanish
- » Event Marketing, Advertising and Public Relations

Public Outreach Events and Stakeholder Management

As part of the team that launched the CV Link project, BRC helped lead the unique approach in utilizing the many community events in the Coachella Valley to help educate, raise awareness, and receive support about the project. BRC strategically identified community events throughout the Valley and created an engaging booth with project literature and promotional items to engage visitors. BRC staffed dozens of events over the years for CV Link and created a large database of people interested in the project that were segmented and contacted for various communications. The BRC team includes bilingual speakers that can help interpret at events and translate materials. This experience gives BRC the ability to fully support the AML project and the Non-Infrastructure Program with any public event.



Event	Description/Location	Address	Date	Phase	Support for Project	Support for Program	Other
CVLINK Project Kick-off	X		
...	X		
...	X		
...	X		
...	X		
...	X		
...	X		
...	X		
...	X		

COLLATERAL MATERIALS

BRC has an in-house award-winning graphic designer with extensive experience developing all types of bilingual collateral materials that can include:

- » Project Factsheets, FAQs, and Notices
- » Signage and Posters
- » Promotional Materials
- » Direct mail
- » PowerPoint presentations

Our team can also provide in-house photography as well as project management on video and drone services.

BRC currently maintains the CV Link project website and can quickly with the CVAG Public Information Office to create content for the AML tab on the CVAG site. The BRC team's experience working with CVAG IT and managing the CV Link and other program sites will allow work on the AML to be seamless and consistent.

Permits (d): Having worked extensively throughout the Coachella Valley, Anser is well versed in the various permits required to complete a project such as the AML. We anticipate that there will be dozens of permits required to complete the project. Each City will require multiple permits to complete work within their right-of-way; as will CVWD, County of Riverside, and the Tribes. In addition, there will be environmental permits such as the stormwater general permit, AQMD permit, as well as requirements not yet known which will be identified in the NEPA documents, which our teaming partner, LSA will identify and ensure compliance with.

While this may be significantly higher than the average number of permits required for a typical construction project, the Anser team is managing twice as many on the CV Link project. We have existing relationships with all of the permitting agencies and have built a level of trust with all those which administer these permits.

The Anser team will continue fostering those relationships and ensure that we are in compliance with all permits throughout construction. We will continue to review all permits at minimum of a monthly basis to ensure that extensions are filed and executed well ahead of the expiration date, ensure no lapses in permits.



Cost and Schedule (6)

Cost Control (a): At the beginning of the project, Anser will set up a master spreadsheet which tracks payment quantities of each bid item, as well as total payment amounts each month to the contractor. Change Orders,

Extra Work, and Potential Change Orders will all be tracked in their own report. Additionally, payment for Owner Furnished Materials and Materials on Hand will be separately reported on. A monthly project summary report of all these items will be provided to CVAG on a monthly basis. Tyson will closely monitor the project contingency and report on it on a monthly basis. We will analyze both bid items and CCOs to estimate the total contingency used. It is imperative to communicate the project's budget with CVAG so that project mitigation measures can be made and/or additional contingency funds can be secured.

At the end of each pay period our inspectors will prepare Quantity (Q) Sheets that clearly and accurately calculate the quantity of work completed in the past period. The quantity sheets will show calculations or field measurements to justify proper payment to the Contractor. Upon completion by the field inspector, the Office Engineer will check the Q-Sheets for accuracy and input the quantities into the Anser tracking log spreadsheet. Prior to finalizing the payment and submitting to CVAG each month, Tyson will perform a final check of complete payment package. With multiple locations and various site conditions on each project, it is possible that some items may experience quantity overruns. The Anser team will closely monitor each item of work and look for trends early in the operation that could raise red flags of an overrun. If that does happen, Tyson will immediately bring it up to CVAG and begin to form mitigation ideas in order to save project costs.

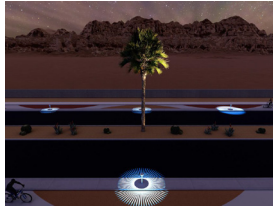
Tyson has had great past success managing cost overruns. While a Resident Engineer on the County of San Diego AC Overlay project, Tyson accurately forecasted that the asphalt concrete (AC) quantity was going to be severely overrun. Due to this, the design engineer was able to revise originally proposed treatment types from mill and inlay to overlay, saving on AC tonnage. Ultimately all planned roadways were completed with an AC treatment and the project finished slightly under budget.



Schedule Control (b): Minimizing impacts to the traveling public, local residents, and businesses will be critical to the success of this project. There are time sensitive notifications, submittal review times, and utility notifications that will need to be incorporated into the project specifications so that the Contractor can list these critical items into the CPM baseline schedule and tie them to a specific activity. During each monthly update review, the engineer and Contractor can look at these items to ensure the team is making the proper notifications to the utility or turning in and reviewing submittals.

We ensure that the Contractor is complying with the requirements of the monthly schedule updates and closely monitor the critical path to avoid delays and disruptions whenever possible. Our unique approach involves analysis of the Contractor's schedules on a weekly basis, using the information from our inspectors' daily reports, meeting minutes, submittal logs and other project records. This schedule analysis approach

is extremely proactive and provides CVAG with notice of any potential delays. We believe the project schedule is a critical tool for managing project completion, when fully integrated into the project's requirements. Our experience indicates that a proactive scheduling approach with clear specifications and effective administration is a proven method to reduce risk and liability on the successful completion of the project for both CVAG and the Contractor. The construction management team enforces the scheduling requirements in the Contract provisions, which are key to place the project in a positive position in case of claims. Our team is versed in Primavera P6, Phoenix, Expedition, Claim Digger, MS Project and other programs. We have experience dealing with various schedule types, and specific analytical approaches, including CPM, fragnets, move in schedules and contemporaneous period analysis as an effective method of characterizing and quantifying delays.



Our unique approach involves analysis of the Contractor's schedules on a weekly basis, using the information from our inspectors' daily reports, meeting minutes, submittal logs, Weekly Statement of Working Days,

and other project records. This schedule analysis approach is extremely proactive and provides CVAG with notice of any potential delays. We believe the project schedule is a critical tool for managing project completion, when fully integrated into the project's requirements. Our experience indicates that a proactive scheduling approach with clear specifications and effective administration is a proven method to reduce risk and liability on the successful completion of the project for both CVAG and the Contractor. We have experience dealing with various schedule types, and specific analytical approaches, including CPM, fragnets, move in schedules and contemporaneous period analysis as an effective method of characterizing and quantifying delays.

CM Staffing Plan (c): During the Baseline review, our Resident Engineer, Tyson Atwood will sit down with our Project Manager, Lucas Rathe and CVAG to discuss potential staffing needs. We will identify key activities in which part-time personnel will be required. We will also analyze the anticipate location of each overlapping activity to ensure that we have adequate resources to ensure Quality Assurance of the project. Anser field personnel are well cross trained and can many times fulfill multiple project roles. We will look for opportunities to utilize staff in this manner, reducing the total number of hours required on the project. Our proposed resource plan will be shared with CVAG for additional input and approval. Should major changes be made to the project schedule, Tyson will again work with Luke to ensure that we have the proper amount of resources on the project.

Contract Change Order and Claims (7)

Change Orders (a-d): Whether it be an unknown utility, design omission, or Owner requested design modification; change is an inevitable part of construction. Anser will advise CVAG of all situations when a contract change order should be submitted to the contractor. Proper backup documentation, emails, approvals, relevant photographs, and reports are always kept in the project file to support the terms of the Change Order. Anser's primary mechanism for change management will be a negotiate lump sum agreement. For these agreements an independent cost estimate (ICE) will be provided with each change order. If the scope cannot be clearly defined, or if Tyson cannot agree to a cost with the Contractor, then a Force Account Contract Change Order (CCO) will be issued. Tentative agreements will be issued daily by our inspector to the contractor for all work which is being tracked under force account, for any work which may later be disputed. Anser will write the change order, accompanying memorandum, and package all backup necessary prior to submitting to CVAG for final approval.

Claims (e): Anser believes and practices proactive communication and proactive management which promotes collaboration on the job and will make every attempt to resolve issues before they become disputes. However, we will vigorously defend the interests of CVAG and explicitly enforce the contract documents.

Our Team employs claims experts with a proven track record with Caltrans and other public agencies on projects of all sizes. The Anser Team brings valuable "lessons-learned" and as-needed advice on resolving and mitigating potential contractor claims. The core of the Anser Team Risk Management strategy is to ensure assembling a well-defined bid document. We will monitor all site records of events, labor, materials and equipment for potential claims or delay issues. This contemporaneous data will be essential when analyzing a contractor's claim and crucial to refute parts of it. Our team will assemble complete "issue binders" of every issue that will contain all relevant RFI's, change orders, correspondence, pictures, inspector's dailies, cost analysis and schedule analysis. These documents will be electronically linked in our document control system for easy retrieval by CVAG staff for review. Our objective will be to minimize misunderstandings by providing clear and concise analysis of all the major issues on the project.



Safety (8, a-d)

Safety is Anser's number one priority. This includes the safety of the travelling public, the contractor, and our team. We adopt a zero-tolerance culture for preventable accidents to ensure that every team member and public drivers

go home at the end of the day. Every member of our construction team has an obligation to never walk by an unsafe act. We will require the contractor to submit an Injury and Illness Protection Plan (IIPP) for all their operations for the project and make sure the contractor is held accountable for enforcing their plan. If we see something that goes against the Contractor's plan, we will shut down the operation and call a meeting to make sure safety is the number one goal of the project. Safety is the responsibility of everyone on the team and, at minimum, we will perform document weekly and monthly safety checks which will be sent to our contractor and filed as part of our construction files.

For the Art and Music Line project a few of the high priority safety items the Anser team will look out for are machinery working in close proximity to each other; traffic control; fatigue due to hot weather conditions, and slips, trips, and falls.

Additionally, there will be added safety requirements when working in the La Quinta Evacuation channel. This includes fall protection, both during and after the CIP retaining wall construction, carbon monoxide monitoring for equipment uses underneath the bridges, and low objects as we will be in close proximity to the existing bridge decks and hanging utilities.

Finally, it's likely that we will need to remove some hazardous materials/waste as a result of the existing homeless encampments. The Anser team has experience with this on the CV Link project and will ensure that there is a bid item allowance for such cleanup at the time of bid to ensure the safety of our workers.

Project Closeout (9, a-h)

Anser believes that punch list items should begin well before the near completion of a project. Following this logic, Anser has established an innovated way to streamline this process utilizing an interactive, "live" and always up-to-date punch list. This web-based punch list (using a cloud-based software such as Microsoft SharePoint; please reference the bottom left example) can be viewed by anyone at any time and is always current. Anser has even developed an app for easy data entry. The benefit is that the CM, contractor, and other agencies can have certain permissions to view, update and status the log. The CM inputs items on the log which the contractor can view, correct the items, and update the log once the item is complete. The CM will receive notification that punch list items are completed and can verify completeness in the field and update the list. This log can be accessed and modified in the field using a smart phone or other mobile device. This streamlined process eliminates the needs for meetings, reduces the number of transmittals to/from the contractor and increases efficiency of the project team.

Anser has had a lot of success using this feature on the Segment 1 CV Link project. The punch list has evolved into a project completion list with several different ways to filter the data that make management of long, linear project much more feasible. We would implement a similar system which would be tailored for the features of the AML project.

As discussed early, throughout the duration of the project, our Resident Engineer will keep an electronic set of "as-built" plans utilizing the Bluebeam software previously described. In utilizing the Bluebeam software, this ensures that A) our Field Inspector always has the latest information, and B) as-built packages are complete and ready to send to the design engineer for review at the click of a button.

Tyson will complete both a proposed and final payment to the contractor. He will assist CVAG with filing of all required closeout documentation, including the "Notice of Completion." He will supply CVAG and applicable stakeholders with a separate package containing all manuals, warranties, and other such guarantee's as they relate to the individual project. As part of the final deliverable of all project files, a final project report, which will include lessons learned, will be reviewed with CVAG. Anser will complete all project closeout activities in accordance with Caltrans LAPM requirements.

Anser has provided the following Responsibilities Matrix on the subsequent page.

City	Feature Type	Detailed Location	Description of L...	Added By	Date Created	Sub/Contractor...
Font Springs	On-Street	Chas. B. Messire (Sta. CL 19-4 to 19-3, -03A 10-00)	100-ft existing CHAS water valve covers were grinded/demolished.	Kenny Casado	02/11/2023	Herby & Herby
Font Springs	Pave	COHN-Demuth	Four areas of shopping cart wheel markings along ~40% of item #5.	Kenny Casado	02/01/2023	Anser
La Quinta	Pave	CL47-4a (Washington Conv) STA -+2+30	Surface opening/cracking along full transverse lane cut.	Kenny Casado	02/08/2023	Anser
Info	Pave	Miles to Fred Waring, CL 32-2 at approx. Sta. 8+02 to 11+00. This area is about 200' west/east of the Fred Waring connector.	Anser damaged the edge of JPCF immediately within the grade while cutting in subgrade for three (3) edge steps. A general note is being made to those to use caution when grading adjacent to JPCF.	Kirk Streets	05/15/2023	Anser
Info	Pave	CL 34-2 to 34-4, approx. Sta. 3+34, adjacent to Marlene access point	Homeless person scuttled graffiti into the newly placed JPCF. Anser brushed over it. Additional connection required, possibly by grinding or removal/replacement.	Kirk Streets	06/01/2023	Anser
La Quinta	Access Point	A 6.2, Coachella Canal access point	Lights on one of the three inside structures are inoperable and need repair. Lights that are working on the other two inside structures stop on long after the sun comes up.	Kirk Streets	06/01/2023	Anser

SharePoint example - Project Closeout

Responsibility Matrix



The following includes a detailed breakdown of key responsibilities by personnel.

Arts & Music Line Responsibility Matrix

		CVAG	Resident Engineer	Assistant Resident Engineer	Office Engineer/ Document Control	Structures Representative	Lead Inspector	Field Inspector	Utility Coordinator	Labor Compliance	Scheduler / Claims	Environmental	Survey	Materials Testing
		Randy Bowman	Tyson Atwood	Brandon McKay	Amelia Fitchett	Scott Walker	Kenny Casados	Var.	Melanie Lopez	Chia-Chi Wang	Shawn Paroline	LSA	MBI	Earth Systems
Office	RE Weekly Report	C	P	S	S									
	Weekly Progress Report	R	A	R	S		P							
	Monthly Report	R	A	P	S									
	Labor Compliance/EEO Review	C	A	R	S					P				
	DBE Compliance Review	C	A	P	S		S	S						
	QC Testing Review	C	A	P	S	R								
	QA Testing Review	C	A	P	S	R								
	Progress Pay Estimate	C	A	P	S		S	S						
	Weekly Statement of Working Days	C	A	R	P									
	Change Orders	A	A	P	S		S	S						
	Request for Information (RFI) Review	C	A	P	S				S					
	Submittal Review	C	C	P	S	S			S					
	LAPM Document Control	C	A	R	P	R								
	Construction Staking Request	C	C	A	S		R						P	
	Material Testing Coordination	C	C	P	S		S	S						R
	Utility Procurement	C	C	S	S				P					
	Bi-Weekly Safety Meeting	C	A	P	S	S	S	S	S	S	S	S	S	S
	Schedule Review	C	A	S		S					P			
	SWPPP Monthly Check List	C	A	R	P									
	Field	Field Daily Report	C	A	R	S	R	P	P					
Construction Staking/Cut Sheets		C	A	R	S	S							P	
Safety Review/Reporting		C	A	R	S		P	S						
SWPPP Field Review		C	A	R	S		P	S						
Labor Compliance Interview		C	A	R	S		P	S		R				R
Environmental Compliance		C	A	R		S						P		
Punchlist & Completion List		C	A	R		S	P	S						
Non-Conformance Report		C	A	P	S	S	S	S						
QA Material Testing		C	C	R	S	S	S	S						P

METHODS FOR QUALITY, BUDGET AND SCHEDULE CONTROL

Anser prides itself in successfully delivering projects with the highest quality of work product while meeting our clients' needs and expectations. Our quality procedures encompass all aspects of our performance. We implement project management procedures to assure accountability of the team using the project control methods described below to keep this project on schedule and within the authorized budget. Additionally, we have quarterly internal audits that vet the completeness of daily reports and confirm that only relevant and contractual information is recorded.

Project Management Plan for Successful Delivery

In accordance with Anser standard procedures, Lucas Rathe, PE, our Project Manager, develops and issues a Project Management Plan (PMP). The PMP details our management and technical plan for successfully delivering your project, including quality procedures, and details the following subjects:

Project Overview. Describes the overall project, your project goals, your expectations of Anser, and our scope of work.

Organization/Roles and Responsibilities. Provides for a clear chain of command, confirms the role and decision-making authority for team members. This can also be used as our communication plan.

Deliverables/Schedule. Ties deliverables to the schedule, details deliverable requirements and standards, and includes a copy of the contractor's detailed schedule once it is issued.

Document Control Procedures. Details how we will manage hard copy and electronic files and provides a quick reference sheet for the filing system.

Inspection and Sampling/Testing Procedures. Provides a quick reference sheet for inspection protocols with references to standards, forms, and requirements.

Standard Forms. Provides easy access to all forms we will use on this project. All forms will be in accordance to the Caltrans Manual.

The PMP is issued to every project team member, including CVAG, and we ask team members to review and sign it to confirm that they have read and understand our approach to delivering the project. The PMP is regularly updated to reflect the current status of the project and any changes that have occurred, such as changes in standard forms. Using the PMP we align the entire team around your goals, objectives, standards, and requirements. This approach enables us to achieve consistent and predictable results the first time and helps us avoid costly and time-consuming rework.

In addition to planning for quality, we regularly verify that we are following the plan and meeting your expectations. Verifying compliance is the responsibility of our Resident Engineer, Tyson Atwood, who performs periodic quality assurance audits to confirm that procedures we comply with all project standards and procedures, including:

- » *Field Safety*
- » *Office Procedures*
- » *Submittal tracking and review*
- » *Timely schedule review and monthly updates*
- » *Project file organization*
- » *Timely daily reports*
- » *Timely RFI review and response*
- » *Timely response to claims notices*
- » *Accurate monthly progress payments with support documents*
- » *Timely meeting minutes*
- » *Material testing requirements and resolution of disputed test results*
- » *Documentation for project permits*
- » *Timely contract change orders and independent estimates review*
- » *Current As-built status*
- » *Timely issuance of Relief of Maintenance*

Following the audits, improvement notifications are issued for any deficiencies and Luke will follow up with the CVAG PM to confirm that appropriate corrective action is taken. To meet or exceed your expectations, Luke will meet with CVAG every six months to perform an evaluation of our team where we ask you about our performance. Following this discussion, Luke will meet with Tyson to provide feedback and help the team adjust how we perform our work so that we provide you greater satisfaction with our services. The end result of our approach is continuous performance improvement over the duration of the contract.

In addition, the Anser team will work closely with CVAG to verify and monitor contractor's adherence to the contract Special Provisions, Plans, Standard Plans and Caltrans Manuals as it pertains to Quality Assurance (QA.) QA testing and inspections will take place to ensure the accuracy and compliance of the work. QA sampling and testing will be in accordance with Caltrans Test Methods (CTMs) per the frequencies dictated in the Caltrans Construction Manual, Testing Frequency Tables. Test that are not covered by CTM will be covered by American Society for Testing and Materials (ASTM) International. A Caltrans certified laboratory shall always be utilized to perform soils and material service testing to validate contractor's test results. The Anser team will ensure that all test machines are calibrated annually or more frequently using devices of accuracy traceable to the National Bureau of Standards. Batch plant and source inspections shall take place by individuals that are certified for this type of sampling.

Anser will keep daily reports and logs to track the stages of the work, progress, and any required Quality assurance testing. The logs will track test performed and their results, samples taken, and any test or samples taken by the construction management team will assure current status of certifications, non-compliance reports (NCRs), submittals, and any other aspect of quality assurance and inspection that should be tracked for compliance and proper record keeping.



Document Control

The Anser team, led by Tyson Atwood, will establish, manage and coordinate a document control system to manage and store all project-related information for the Project. We are well versed with the Caltrans uniform filing system and intend to use the same system both electronically and hard copy.

A *unique tracking number system* will be implemented to provide control of all documents, records, reviews, and writings, and to provide for expediting the transmittal of all construction documents. This tracking system will account for all letters, memos, submittals, shop drawings, change orders, Requests for Information, Request for Qualifications, notice of potential claims, suspended correspondence, and all other pertinent sources of information. Tyson will also establish and maintain an issue tracking system. Both tracking systems will use a unique numbering system to ensure document control. The system will contain all issues requiring the attention of all stakeholders. All meeting minutes will be recorded sequentially to ensure that all actions items are tracked and completed in a timely manner to avoid potential project delays.

We will utilize an electronic system to allow complete storage of all project documents electronically in addition to customary storage of hardcopy documents in accordance to the Caltrans uniform filing system. Upon completion of each project, all hardcopy and electronic documents will be transmitted to CVAG.

Cost Control

We understand the importance of delivering projects within budget. We have a history of completing construction projects on time and within budget. Value engineering is an excellent method to reduce the project costs.

We constantly look for means and methods to reduce the project cost while being thoughtful to not create impacts to the public or the cities. Our team is experienced in identifying and quantifying items to enhance the quality of the project while reducing lifecycle costs. Through partnering, the contractor is encouraged to also find ways and means that benefit both the contractor and CVAG, providing a win-win situation. Using

experience, the CPM schedule and a five-week look-ahead schedule, we are proactive in “looking ahead” of the contractor’s operations to identify issues that may impact costs, and we make every effort to provide solutions and present them to CVAG. If an extra cost item cannot be completely eliminated, we evaluate the contractor’s change order requests to ascertain validity, merit and appropriate costs based on an independent cost estimate. Contractor monthly pay estimates are reviewed for content and financial accuracy and are certified.

Schedule Control

As discussed in the Cost and Document Control section, our team will review and provide comments to the baseline schedule submitted by the contractor. The team will review and monitor progress on a weekly basis by walking the site and recording actual status and developments. All inspectors will be required to note down the accuracy of the milestones, start and completion dates indicated in the approved baseline schedule.

Anser will review the monthly updates in a timely manner. These updates are critical not only to establish exactly how the project is being built, but also to flag emerging issues and trends. Trend reporting will be used to track the changes in float for all areas of the project, flagging those areas where the available float is indicates lack of progress or exceeding planned progress and to further identify the specific factors that caused the occurrence of the change. This method ensures that problem areas are not overlooked by all stakeholders and are identified prior to the activity becoming critical. The report also provides the explanation of the root causes for a delay in the project and makes it an important defense for future claims.

Any proposed change resulting in altering the critical path or near critical path or extending the schedule completion date that was originally identified in the approved baseline, the contractor will be required to submit a revised schedule and a time impact analysis (TIA) immediately in accordance to the special provisions. Anser will immediately analyze the TIA after an event occurs, and, if possible, prior to the start of the additional work. We will ensure that the review of the TIA is completed prior to the start of the additional work in order to recommend the issuance of the change order to increase the contract duration and price, prior to performing the additional work. We will analyze the effects of events and added work in a timely manner.



PROPOSED ENHANCEMENTS, PROCEDURAL OR TECHNICAL INNOVATIONS (V)

Approach to Civil Integrated Management

Anser effectively leverages tools available today, including bringing our projects successfully into the future by implementing Civil Integrated Management (CIM). CIM is the technology-enabled collection, organization, managed accessibility, and the use of accurate data and information throughout the lifecycle of a project. Our aspirations are to make incremental improvements to functions in workflow and enable full digital workflows from project inception to project delivery.

Our team is encouraged to always find cost and time savings on all projects and CIM is proving to be a true value add to our clients that brings those benefits. We have and continue to work with different technologies that best fit our projects and have identified OpenSpace technology and C-MIS project management software technology to be two tools that we believe can bring value to this project.

Openspace.Ai

OpenSpace is a document control that captures 360 degree images which are then stitched to site plans allowing users to locate exact locations on the plans via the site plan and giving you split screen images of current days activities and any other past day activities in the same exact area. This tool has been proven invaluable in pre-construction services, claims avoidance or dispute resolution and being a historical record, which provides information for as-built designs in the future if needed. Anser is currently using the software on a number of projects including: CV Link with CVAG, the Landis and Georgia-Meade bikeways project, and the Bayshore Bikeway Barrio Logan project, both administered by SANDAG.

By utilizing this software, Anser was successfully able to defend SANDAG who was named as part of a larger accident within the City of San Diego. The claim was made that the George-Meade project had left uneven sidewalk elevations after the project. Through the use of OpenSpace, we were quickly able to go to the exact spot of the claim, pull our pre-construction records, and prove that the uneven sidewalk was an existing conditions within the City right-of-way and that SANDAG was not responsible for any of the damages.

CMIS

CMIS is an online project management software that manages all basic construction management services, such as RFIs, Submittals, Change Orders, and Progress Payments. In addition, all inspector daily diaries are entered through the online system in the field. The major advantage is in searchability of information

which is accessed remotely and immediately. For inspectors this means more field time inspection and less time in the office doing administrative work. This information is accessed by all authorized staff which allows expeditious flow of information thereby expediting responses to questions RFIs and any other question that may impede real time delays to construction. With this software, data can be mined in minutes instead of days, making it much more cost feasible to fight frivolous claims. In addition to using the software for the CVAG CV Link program, Anser is currently utilizing this software for a number of other clients including the County of San Diego and the San Bernardino County Transportation Authority.

Our commitment to our clients is always being proactive in seeking solutions that bring our clients value in assuring project delivery success.

SCHEDULE AND DEADLINES (VI)

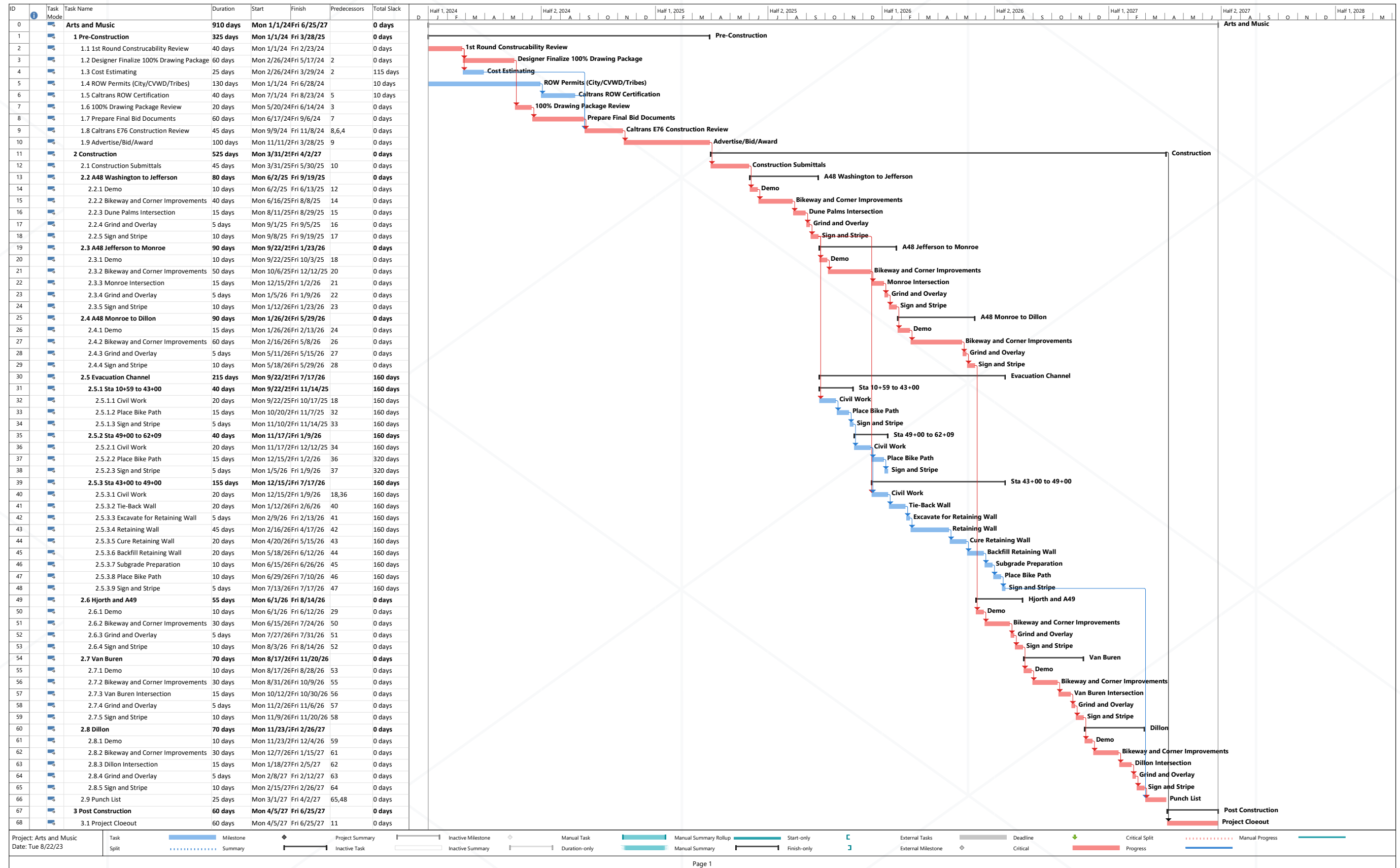
As demonstrated throughout various section of this proposal, the Anser team is ready to hit the ground running once we receive our NTP. There is much work to be done so that the project can be advertised in January of 2025 so that construction can begin in Q2 2025. We will immediately begin our constructibility review of the design drawings and provide comments back to the designer. In parallel with our constructibility review, we will also begin our cost estimating services to ensure that costs are lining up with the engineer's estimate. Because there are federal funds on the project, prior to advertisement, a complete package will need to be submitted to Caltrans for review prior to receiving our E76 for construction. Typically this review takes a minimum of 8-weeks, so this package must be submitted by October 2024 to meet the current project schedule.

Below, we have detailed out a preliminary schedule for both pre-construction and construction services. Once additional information is known, this schedule can easily be manipulated and refined for use as we move forward with the project.

The screenshot shows the CMIS software interface. At the top, it says 'CV LINK - CONSTRUCTION MANAGEMENT ASSISTANT RESIDENT ENGINEER'S REPORT'. Below that, there are several sections with bullet points and a table. The table has columns for ITEM#, ITEM DESCRIPTION, LOCATION, and QUANTITY. The items listed are related to 'Jointed Plain Concrete Pavement' and 'Tentative Agreement'.

ITEM#	ITEM DESCRIPTION	LOCATION	QUANTITY
649	JOINTED PLAIN CONCRETE PAVEMENT	CL 15.00 to CL 15.00	6
650	JOINTED PLAIN CONCRETE PAVEMENT	CL 15.00 to CL 15.00	6
651	JOINTED PLAIN CONCRETE PAVEMENT	CL 15.00 to CL 15.00	6
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699	JOINTED PLAIN CONCRETE PAVEMENT	CL 15.00 to CL 15.00	6
700	JOINTED PLAIN CONCRETE PAVEMENT	CL 15.00 to CL 15.00	6

Schedule



Project: Arts and Music
Date: Tue 8/22/23

Task Split

Milestone Summary

Project Summary Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

External Tasks External Milestone

Deadline Critical

Critical Split Progress

Manual Progress

EXHIBIT "B"
PRICE FORMULA

AML SUMMARY OF COSTS

Company	Pre-Construction & Bid Services
Anser Advisory	\$314,170.00
<i>Labor</i>	\$299,170.00
<i>ODC's</i>	\$15,000.00
<i>Escalation</i>	
Danken	\$23,061.60
<i>Labor</i>	\$23,061.60
<i>ODC's</i>	
<i>Escalation</i>	
Michael Baker International	\$11,400.00
<i>Labor</i>	\$11,400.00
<i>ODC's</i>	
<i>Escalation</i>	
Burke Rix	\$32,440.00
<i>Labor</i>	\$25,240.00
<i>ODC's</i>	\$7,200.00
<i>Escalation</i>	
Dynamic Engineering Services, Inc.	\$1,482.40
<i>Labor</i>	\$1,482.40
<i>ODC's</i>	
<i>Escalation</i>	
LSA Environmental	\$9,540.00
<i>Labor</i>	\$9,540.00
<i>ODC's</i>	
<i>Escalation</i>	
Earth Systems	\$0.00
<i>Labor</i>	\$0.00
<i>ODC's</i>	
<i>Escalation</i>	
Magana Consulting	\$24,850.00
<i>Labor</i>	\$24,850.00
<i>ODC's</i>	
<i>Escalation</i>	
MLA Consulting Services, Inc.	\$7,500.00
<i>Labor</i>	\$7,500.00
<i>ODC's</i>	
<i>Escalation</i>	
TOTALS:	\$424,444.00
<i>Contingency (20%):</i>	\$84,888.80
Total:	\$509,332.80

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

CHEN RYAN ASSOCIATES, INC.

THIS AGREEMENT is made and effective as of **December 4, 2023** between the Coachella Valley Association of Governments ("CVAG") and Chen Ryan Associates, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **December 4, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 4, 2027** unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **NON-INFRASTRUCTURE PROGRAM MANAGEMENT SERVICES** consistent with the provisions of the Request for Proposals for the proposed **ARTS AND MUSIC LINE ATP NON-INFRASTRUCTURE PROGRAM**, released on July 26, 2023, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein 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 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 (Consultants Proposal)

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 **\$934,730.00** without a written amendment.

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

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

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review 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 \$1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include 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, Suite 100
Palm Desert, CA 92260

To Consultant: Monique Chen, Principal
Chen Ryan Associates, Inc.
3900 Fifth Avenue, Suite 310
San Diego, CA 92103

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.

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

CHEN RYAN ASSOCIATES, INC.

By: _____
Monique Chen, Principal

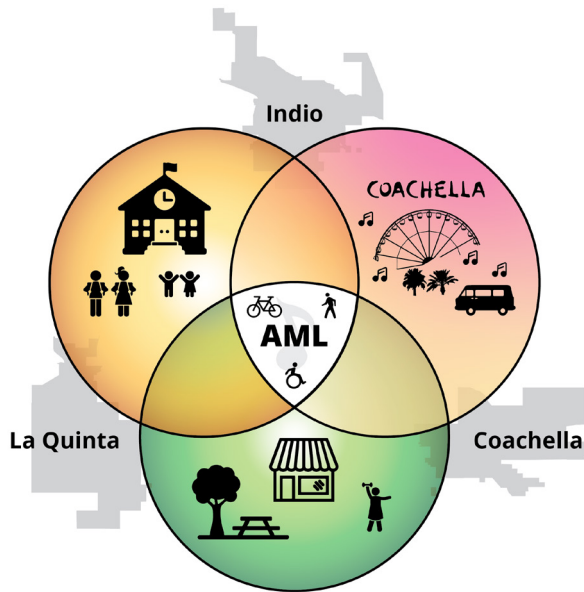
EXHIBIT "A"
SCOPE OF WORK



4. Work Plan

The CVAG Arts & Music Line: The nexus of transportation planning and the arts

The approach that informs our vision for the CVAG Arts and Music Line (AML) Active Transportation Plan (ATP) Non-Infrastructure Program is the nexus of active transportation planning and the arts. If infrastructure is the physical manifestation of the AML, then the arts, education and encouragement elements that define the Non-Infrastructure Program are the cultural manifestation of the AML.



Coachella Valley has experienced a steady growth over the last fifteen years that has increased vehicular traffic, collisions, and air pollution. The AML ATP Non-Infrastructure Program (AML NI Program) focuses on moving youth, seniors, and the mobility-challenged community to parks and activity centers including recreation centers, schools, and commercial centers. The AML NI Program also incorporates arts into the design of the AML and will deploy active transportation education curriculum and community encouragement campaigns. The scope, scale, and holistic approach of the AML has the potential to be highly transformative for residents, visitors, and businesses with impacts and effects far reaching throughout the Coachella Valley.

The CRA team knows the history of the AML; CRA and Arellano Associates (AA) helped conduct community engagement and supported the Caltrans ATP Cycle 6 grant application submittal. The CRA team recognizes the importance of the AML for connecting transportation planning and the design process, as well as changing people’s minds and transportation choices.

The overarching goal of the AML is to improve health and increase safe mobility for residents, workers, students and visitors (particularly vulnerable populations reliant upon walking/biking for transportation) to jobs, schools, and activity centers through the AML. The AML will facilitate improved public health, social equity, and provide other important community benefits. The AML will be used to achieve the following objectives:

- A. Enhance multimodal neighborhood mobility** by strategically identifying street and sidewalk connections, crossings, gaps, and identifying how residents can better access businesses, retail centers, schools, parks, recreational facilities, and community services, through a seamless active transportation network.
- B. Improve active transportation safety** by exploring linkages of residences, schools, and other activity centers via pedestrian and bicycle corridors and the AML, assessing the conditions of the streets and sidewalks connecting these places, and by identifying countermeasures to target the main causes of bicycle and pedestrian-involved traffic collisions in the region.
- C. Foster equitable, livable and healthy communities** by improving walking and bicycling access to desired destinations, building upon existing plans and public health programs that not only identified destinations to implement changes for social equity, but also provide the framework to identify more destinations for future work in expanding such initiatives. This project focuses on providing people opportunities to achieve a healthier lifestyle and create a sense of community using pedestrian and bicycle infrastructure with the AML.

The construction of the AML will create a high quality pedestrian and bicycle corridor through Coachella, Indio, La Quinta, and unincorporated Riverside County. The AML will connect to eleven schools from the Desert Sands Unified and Coachella Valley Unified School Districts, the Coachella Valley Link (CV Link, the regional multi-use trail) and Bear Creek Trail, as well as connections to nine different neighborhoods and community parks including Rancho Las Flores Park, Dr. Carreon Park, Hijorth Park, Saguaro Park, La Quinta Park, De Oro Park, Shields Park, South Jackson Park, and Civic Center Campus. CRA will work with staff to determine a clear set of performance metrics that will be tracked through a two-year arts, education and awareness program with the goal of creating a system for measuring mode shift and active transportation change over time in the Coachella Valley. At the center of this curriculum is a community-wide bicyclist and pedestrian safety and education awareness campaign that will include instructional activities throughout the community reaching students, residents, visitors, commuters, and other community stakeholders. The CRA team will leverage its relationships it has built with Desert Sands Unified and Coachella Valley Unified, as well as the 11 schools making up the project area, through outreach in the community in 2021 and 2022 and through other CVAG projects.

➤ DESIRED OUTCOMES OF THE AML

The AML's origins come from the communities of Coachella, Indio, and La Quinta, CVAG, area schools, and other stakeholders. They have expressed the desired outcomes of the AML, which we understand to be:

- ▶ Access to amenities of daily life through active transportation (parks, grocery stores, pharmacies, employment, etc.)
- ▶ Active transportation safety and enjoyment
- ▶ Community/public health through active transportation
- ▶ Educational and skill development of students and the broader community about active transportation and the arts
- ▶ Promotion and support for the arts

- ▶ Positive experience in communities' relationship with public agencies through collaboration
- ▶ Enhancing the icon of Coachella Valley as an arts destination
- ▶ Improved aesthetic experience of Avenue 48 and the "spurs" connecting to project area schools
- ▶ Reduction of greenhouse gas emissions through increasing active transportation

The AML's NI Program will contribute to the identity of the region as an arts destination and draw people from all over the world. The AML is a tool for capitalizing on state, national and international interest in the Coachella Valley. While there are many positive economic benefits to hosting the Coachella and Stagecoach festivals, there are also environmental impacts to the Valley. CRA will work with CVAG to collaborate with each festival's organizers to develop an active transportation plan to improve mobility options during the periods when festivals are being held, with materials that will encourage festivalgoers to use active transportation while attending. As is the case with cities who have seasonal influxes of visitors due to regularly scheduled and seasonal events, the AML is a strategy to address the transportation and arts needs of communities throughout the year, and visitors on festival occasions.

Scope of Work

➤ TASK 1: PROJECT MANAGEMENT & ADMINISTRATION

PROJECT MANAGEMENT

CRA Project Manager, Jenny An, will organize and facilitate the AML NI Program project kick-off meeting. That meeting will establish project direction, communication protocols, and refine the project schedule and scope. The kickoff meeting will introduce the approach and plan for outreach and engagement, data collection and analysis, as well as the preparation of associated public facing materials including the project promotion toolkit, maps, and visuals. A meeting agenda will be submitted by CRA in advance of the kickoff meeting and presumably include a review of the project scope, budget, schedule, establish a bi-weekly check in meeting, and

a preliminary discussion of branding, project look and feel, and communication protocols. After the kickoff meeting, CRA will develop and submit minutes within five business days focusing on key decisions, action items, and next steps.

Jenny will maintain a detailed project schedule and budget consistent with this proposal (pending any changes at the kickoff meeting), with careful attention to the allocation of resources and control over task execution. CRA has proposed a schedule (see GANTT Chart at the end of this section) to establish a logical task sequencing including outreach activities, which will be further refined in the opening month of the project. The CRA team has led many projects of this scale, vision, and scope, and has the multidisciplinary staff to deliver.

CRA recognizes the importance of presenting detailed and technical materials in an intuitive and aesthetically attractive format to the public. After the schedule has been confirmed at the kickoff meeting, CRA will develop a simplified version of the project schedule for use in the Promotional Toolkit, for the purpose of public presentation.

CRA and CVAG will hold biweekly, primarily virtual meetings with partner agencies and stakeholders. In addition to these regular meetings, CRA will support and facilitate meetings of the existing Ad Hoc Committee and other already-committed stakeholders with the goal of maintaining existing AML public outreach providing continuity for the AML NI Program. Additionally, CRA will assemble and maintain a list of AML stakeholders. This list begins with the Ad Hoc Committee and currently active stakeholders and will be further developed as the AML reaches more people within the project area communities and people throughout the cities of the Coachella Valley. The AML NI Program is ambitious to a degree that knowledge of it could become a household conversation, and thus we expect stakeholder interest to increase qualitatively and quantitatively. AA will recruit participants for the Stakeholder Advisory Group from the stakeholder pool, City staff, and potentially from other community-based organizations in underserved communities. The CRA team will prepare Stakeholder Advisory Group meeting invitations and track invitations and RSVPs.

CRA will facilitate 8 meetings with the Ad Hoc Committee, Transportation, and Executive Committees. To inform as well as draw upon assets within CVAG, CRA will make presentations to CVAG's Transportation Committee meetings and Executive Committee meetings throughout the three-year duration of the AML NI Program at key decision making points. The CRA team will prepare presentation content related to outreach efforts for Transportation, Executive, and Ad Hoc Committee, and other stakeholder meetings.



TASK 1 DELIVERABLES

- Meeting agendas, minutes
- Technical memos
- Staff reports and attachments
- Stakeholder list
- Ad Hoc Committee list
- Grant reporting materials
- Presentation materials
- Biweekly project meetings (in-person or remote, as approved by CVAG)
- Ad Hoc Committee, stakeholders and member agencies meetings (8 meetings)
- Transportation Committee (2 meetings)
- Executive Committee (2 meetings)

➤ TASK 2: COMMUNITY OUTREACH AND ENGAGEMENT

Prior engagement on the AML has been extensive, robust, and impressive and this is the foundation of the AML since 2018. The Ad Hoc Committee and active stakeholders comprising the Stakeholder Advisory Group will continue to be engaged and will include community-based organizations (CBOs), schools, communities in the project area including families living in affordable housing. The diversity of publics engaged in the AML includes generational diversity, which has been facilitated by intentional collaboration with institutions and organizations for the young and elderly. The Stakeholder Advisory Group is best positioned for understanding how, when, and where outreach in the project area will be most effective, and whose networks will be a vital

asset for achieving broad-based public engagement.

AA has been our engagement partner on the AML throughout the earlier phases of the project. Continuity and a track record of successful collaboration with CVAG is a major asset that we bring to the project. We have already achieved project collaboration efficiencies – relationships, communication protocols, and unparalleled project understanding – that allow us to hit the ground running with CVAG.

TASK 2.1: OUTREACH AND ENGAGEMENT PLAN

CRA and AA, in collaboration with the stakeholder group, will launch a new phase of outreach and community engagement for the AML NI Program, leading to the creation of an Outreach and Engagement Plan (OEP) (draft and final). AA, with input from CVAG, will prepare a detailed OEP that will include parks' and recreation centers' information as well as data from the technical team and community engagement events throughout the development of the AML NI Program. This OEP will identify outreach methods and activities, as well as new stakeholders to engage including students, residents, advocates, and CBOs not previously involved in the project. The OEP will consist of a strategy to fully engage disadvantaged communities, including outreach in multiple languages and through nontraditional means to reach groups that may not typically participate in the urban planning process. The OEP, utilizing AML branding and visual approved as part of the Promotional Toolkit (see examples below), will present engagement dates informed by the Coachella Valley communities. Schedules will include established community events as well as potential events at ideal locations for community engagement. The OEP will include timeline and strategies for how to integrate the project promotion and outreach events including up to 22 pop-up events, 10 community events, participatory challenges such as Bike to Work Day, Bike to Work Month, or National Walk and Bike to School Day. The Project will also work integrate the SCAG Go Human toolkit for demonstration/safety education classes/assemblies.

The OEP schedule will also be informed by the academic calendar as part of the school-based

programs associated with the AML NI Program. Outreach and engagement events will also be timed with families' working schedules and availability in mind. The activities and materials of engagement will be in formats appealing to the community, and with an understanding of diverse learning styles for widespread appeal. The goals for each outreach activity will be defined by the project leadership, informed by local communities and stakeholders.

A key piece of the OEP will be ongoing surveying throughout all engagement activities for the duration of the project. A paper and online survey tool will be promoted at events, on the project website, and distributed via all available electronic means of communication (email, social media outlets).

The input generated through outreach will be documented as part of the project process. The input we hear from community members and other stakeholders will continually inform the project as it develops, particularly in terms of the conceptual development of the educational curricula and encouragement campaigns, the aesthetic/artistic development of the AML, and subsequent outreach opportunities and methods. As part of the initial review of contacts AA will identify missing key stakeholders in the communities of the project area and recommend their inclusion in the project contacts database. Identified groups will be considered for specific targeted notification and engagement during the outreach process. AA will maintain the database throughout the Project and add contacts as stakeholders join the project's electronic mailing list. The totality of the OEP along with the database of stakeholders and their input will be reported in an Appendix of Program Evaluation Report. This information will also inform CVAG and advisory committees, as appropriate.

TASK 2.2: PROJECT PROMOTION

At the onset of the project, CRA and AA will develop a branding and style guide for use in the AML Communications and Promotions Toolkit. This will include branding and a project logo that refers to the aesthetics of the natural beauty of the Coachella Valley as well as the centrality of the arts to the region and to the AML NI Program. CRA's graphic designer will produce copy of public facing materials (draft

and final) that can be presented in multiple forms (for screen viewing, physical copies, etc.) and through a diversity of outlets (traditional media, online/social media, and local media including school newspapers/newsletters, etc.). Project promotion is essential to inform stakeholders about the AML clearly and coherently. The CRA team are experienced in developing various strategies and collateral materials based on and tailored to the needs of the project. All materials will be translated into Spanish, following English content approval. The Communications and Promotions Toolkit will present a plan for the strategic targeting of audiences, scheduled according to the timing of engagement events, and according to project milestones. The following materials will be developed:

- ▶ **Project Branding:** AA will create visually engaging project branding in alignment to enhance project recognition and resonance. CRA and AA will listen closely to the community about the brand identity of the AML NI Program, such that it will be context-sensitive and appealing to residents and visitors alike. The brand will reference the region as an icon of arts and music, as a region that supports the arts from within (uplifting local artists) and from without (showcasing talent from beyond the Coachella Valley). Materials utilizing project branding will include promotional items, tabling materials including posters, banners, or tablecloths. AA will work with the Project Team to ensure graphics are consistent with the CVAG's branding guidelines.
- ▶ **Communications and Promotional Toolkits:** AA will develop two Communications and Promotional Toolkits, one for schools and one for employers. The Toolkits will focus on encouraging participation and feedback from program partners and participants. Anticipated partners include Riverside County Public Health, Coachella Valley and Desert Sands Unified School Districts, Cities of Coachella, Indio, La Quinta, and Riverside County. Public facing materials will be bilingual (English and Spanish) and include an 11x17 poster, postcards, online/paper survey, data gathering tools, and other items.
- ▶ **Social Media:** AA will develop, at minimum, one social media post per month that can be shared across social media platforms for CVAG and partner cities' accounts. Posts will be visually appealing, informational, and provided in both English and Spanish.
- ▶ **Project Website:** AA will develop a project website for the AML NI Program to promote outreach and education materials, document activities, promote community events, participatory challenges, pop-ups, walk audits, and to facilitate data gathering for the AML NI Program. AA will host the website and post information about the project timeline, background information, and toolkit resources. There will also be opportunities to solicit feedback from visitors on various elements of the project. The website will also allow stakeholders to submit feedback without attending outreach events. It could include a simple online mapping tool to identify current barriers and recommendations for suggested improvements around a given park, school, or community activity site, and allow the ability to rank improvements. Other interactive website activities will be developed in coordination with CVAG and the technical team.
- ▶ **Traditional Media:** AA will develop promotion for radio, door to door notification, and telephone and SMS campaign in coordination with CVAG.
- ▶ **Youth Focused:** The project team will work with schools, recreation centers, public works, and parks and recreation departments in the partner cities to promote the project website and AML NI program. The project website will be promoted through each of the project schools through school newsletters.
- ▶ **Employer Focused:** The project team will work with employers, the Greater Coachella Valley Chamber of Commerce, and local businesses to promote the project website and AML program. Additionally, "business cards" which will contain a high-level summary of the project, the project's web address and a QR Code will be handed out at the outreach events. At the conclusion of the survey period, the Consultant will prepare a

memorandum outlining the findings of the virtual engagement platform.



TASK 2 DELIVERABLES

- *Outreach and Engagement Plan*
- *Project Contact Database*
- *Communications and Promotional Toolkits and collateral materials*

▶ TASK 3: EDUCATION AND ENCOURAGEMENT ACTIVITIES

AA will plan and lead engagement events for this program. This will include pop-up events, community events, and participatory challenges such as Bike to Work Day, Bike to Work Month, and National Walk and Bike to School Day. Outreach at these events will be conducted to promote the AML NI Program and gather data from the community about opportunities and challenges of active transportation in the Coachella Valley. As part of all outreach events, active transportation incentives (such as merchandise, bicycle helmets, lights and bells) will be incorporated to encourage participation.

TASK 3.1: COMMUNITY PARTNER COORDINATION

To encourage participation and increase program awareness, AA will utilize extended outreach through community partners. AA will collaborate with CBOs who will be compensated to implement the notification plan utilizing their local networks and communication tools. CBO partners will be confirmed and on-boarded during the development of the outreach and engagement plan and will be asked to support outreach notification, host or support facilitation at community events, and serve as strategic advisors. AA will identify potential CBOs based on their proximity and relationship to stakeholders within the project corridor, their interest in active transportation projects, and/or their ability to provide a local event venue to meet people where they are already going. A potential partner includes the Coachella Valley Housing Coalition, who can

assist with notifying stakeholders in their communities via pop-up events or by distributing door-hangers.

ASSUMPTIONS

- ▶ All collateral and notification materials will be translated into Spanish
- ▶ CVAG will share branding guidelines
- ▶ Technical consultants will contribute to the content of outreach materials
- ▶ Technical consultants will prepare maps and other technical materials

TASK 3.2: POP-UP EVENTS

The intent of pop-up events is to connect project-specific engagement with standing community functions, meetings, and events which have existing audiences and participants. Pop-up events add great value to the engagement process because it enables the project to connect and interface with individuals who may have meaningful input, but would not have otherwise been interested in participating in standalone project events. For this project, pop-up events may include a safety demonstration events (e.g., teaching riders how to properly navigate across streets), bicycle rodeos, bicycle skills classes, bike safety assemblies, safety events in partnership with local fire and police departments. All pop-ups will have raffles and giveaways related to active transportation to incentivize participation. Outreach will integrate existing events such as at the Tamale Festival and Date Festival, as well as coordination with music and arts festivals (e.g., Coachella and Stagecoach festivals).

TASK 3.3: COMMUNITY EVENTS

AA will organize and lead ten (10) community events. This may include bike rides/trains, walking tours or walking school buses to help educate the community on roadway safety. The outreach team will engage with local schools, the YMCA, and Boys and Girls Clubs to promote safety and awareness to the youth population. In addition, AA will collaborate with CBO partners to assist with promoting the community events to their audiences. The outreach team will also seek to partner with the American Automobile Association (AAA) on their bike safety program.

Tabling at pop-ups and community events will involve project materials dissemination, appealing visuals, snacks and water, shade, and the opportunity to provide input on the AML NI Program via a survey or conversations with facilitators present. Promotion of the AML NI Program and events associated with the engagement campaign will also occur on public kiosks and in parking lots associated with community and arts events, through electronic communications means (messaging through SMS and robocalls), and through advertisements on radio stations such as KCRI, KVRA, KUUU, and KPST.

The AML NI Program collaboration with area music and arts festivals is a key part of the engagement plan as it supplies the opportunity to simultaneously address the needs of festival organizers (with regard to transportation demand and environmental impact) as well the needs of local communities and the project team who are seeking the support of festival organizers and festivalgoers alike. With AA, CRA will lead in the planning and operations of bicycle services at music festivals of Coachella and Stagecoach, specifically by offering bike valet services as well as bicycle maintenance services for festivalgoers. As we elaborate in the Innovations section below, we foresee student involvement in the festival's bike elements in the form of assisting with bike valet and assisting with bicycle maintenance (the skills for which students will develop as part of the bicycle mechanics after-school program).

TASK 3.4: COMMUNITY CHALLENGES

The project team will help organize and promote two community participatory challenge events, such as a Bike to Work Day, Bike to Work Month, or National Walk and Bike to School Day. The goal of these activities is to ignite a sense of enthusiasm within the community for walking and biking activities on one designated day. AA will explore multifaceted strategies including sustained promotional efforts, enticing raffles, and thoughtful giveaways. Collaborations with local businesses will be explored to provide attractive incentives, while also considering partnerships with employers to offer participation-based rewards. AA will prepare a media toolkit for local news stations to promote the challenges.

TASK 3.5: ARTS PROGRAM AND BIKE MECHANICS COURSE

CRA will collaborate with school's art programs and look for opportunities to incorporate art into the AML project. This will include coordination with arts instructors, students, administrators to secure and incorporate art work into the project process for marketing, visual materials.

The project team will work with CVAG to collaborate with music festival organizers to incorporate bicycle services. CRA will coordinate with a volunteer-run community bike repair shop to teach youth how to repair bikes and to educate interested community members on the fundamentals of establishing and maintaining a volunteer-run repair shop that serves as a cooperative community space. To create efficiencies, the Team recommends collaborating with organizations with experience to utilize and build upon existing curriculum and models. This approach seeks to learn from proven models of success and is anticipated to help the CVAG region establish similar sustainable models and programs.



TASK 3 DELIVERABLES

- *Planning and attendance of up to twenty-two (22) pop-up events, ten (10) community events, and two (2) community challenges*
- *Coordination with festival organizers for bike services*
- *Public facing materials needed per the outreach and engagement strategy including PowerPoint presentations, boards, posters, and incentives*
- *Event documentation including photos, summaries, and feedback received*
- *CBO partner onboarding and coordination*
- *Arts program*
- *Bike mechanics course*

📍 TASK 4: EVALUATION AND ASSESSMENT

TASK 4.1: GIS DATA COLLECTION

CRA -- in coordination with CVAG, the Stakeholder Advisory Group, school districts and schools, the County, the Cities of Coachella, Indio, and La Quinta, and our project partners AA -- will conduct an inventory of project area physical conditions and assets of the project area, the neighborhoods of the project area and proximate neighborhoods, areas including the 11 schools that are part of the AML NI Program. The elements of the built environment that will be studied include sidewalks, street crossings, bus stops, and bikeways/bicycle infrastructure. Our analysis will include data on commercial and retail establishments, community spaces, parks, community centers, and religious facilities. Data collected will be relevant to metrics associated with Safe Routes To School, Safe Routes To Parks, and Safe Routes For Seniors planning and programs (see Task 5).

CRA will develop GIS maps using available data sources and some inventory for each of the 11 school's surrounding areas and the Empire Polo Fields (where both Coachella and Stagecoach festivals are held), displaying their mobility networks (including street system, bikeways, sidewalks or missing sidewalk locations, and bus stops). The maps will highlight key land uses, destinations, and other points of interest. Neighborhood boundaries, school enrollment areas, and/or other potentially informative administrative boundaries will also be displayed.

The maps will be used in the subsequent technical tasks and products of this study, including the collision analysis (Task 4.2), mobility assessments (Task 4.4), existing conditions (Task 4.6), and recommendations maps (Task 5).



TASK 4.1 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*

TASK 4.2: BICYCLE AND PEDESTRIAN COLLISION ANALYSIS

CRA will analyze a period of five years of recent pedestrian and bicycle collision history in the cities of the study area (which include the 11 schools served by the AML) using the client's preferred source of data, though if not otherwise specified then SWITRS/TIMS records. The analysis will help identify trends, issues, high collision locations, common collision causes, and help determine which user group(s), if any, are disproportionately represented among the collisions. The findings will be presented on collision maps and supporting tables and summarized in a technical memo according to Caltrans ATP guidelines.

The following attributes will be summarized by frequency:

- ▶ Intersection and segment locations
- ▶ Worst injury outcome
- ▶ Party at-fault
- ▶ Primary Collision Factors and/or CA Vehicle Code violations

Findings from collision analysis will be examined in relationship to other technical analysis performed as a part of this scope, including the existing conditions, bike/walk audits, and multimodal and summarized in a technical memorandum (draft and final). The project team will determine collision exposure rates from crash frequencies and AADT (derived from multimodal counts and "Big Data", see Task 4.3), and assess those local conditions relative to regional, state, and national rates and benchmarks; this comparative section of the analysis will be summarized into a scorecard of roadway health. CRA can monitor collisions post-project during the lifespan of the study, with the caveat that making conclusions about safety effects would require additional years of collection. One helpful strategy for post-project monitoring can be for the project team to set up an online collision GIS map with capabilities to filter, visualize and summarize the data by key attributes. CRA can provide guidance to CVAG on how to maintain this resource and update on an annual basis with new records to assist with post-project safety monitoring.



TASK 4.2 DELIVERABLES

- *Technical memos and reports*
- *GIS data, documentation, maps, and summary tables*
- *Presentation materials*
- *Online collision GIS map and guidance for maintenance*

TASK 4.3: MULTIMODAL COUNTS

CRA will commission 24-hour multimodal roadway segment/mid-block active transportation counts at up to 45 locations. These include the AML “spurs” leading to the project area schools (11 counts), Avenue 48 between major intersections (10 counts), at the 10 highest frequency collision locations (10 counts, Task 4.2), and at each of the two festivals (4 counts). Other locations will be chosen based on results from Existing Conditions facility locations (z 10 counts, Task 4.6). We will deploy 24-hour counts because they eliminate the necessity of extrapolation relative to peak rates. Existing Conditions facility locations will also influence the number of counts. CRA will collect mode share data pre- and post-AML construction. CRA will present our analysis of count data by mode converted to annual average daily trips (AADT) for collision analysis, and provided in tabular and GIS data formats. To help estimate activity rates in areas where count data is not collected, CRA will use location-based services data (otherwise known as “Big Data”) to extrapolate pedestrian and bicycle volumes in other parts of the study area. CRA will use ReplicaHQ to retrieve pedestrian and bicycling data, to supplement the counts for the development of the AADT estimates needed to determine exposure rates for pedestrian and bicycle collisions. The use of Big Data can also assist with post-project activity monitoring.



TASK 4.3 DELIVERABLES

- *Technical memos and reports*
- *24-hour counts in 45 locations*

- *GIS mapping with metadata*
- *ReplicaHQ Big Data to estimate pedestrian and bicycle activity throughout the project area*
- *Presentation materials*

TASK 4.4: MOBILITY ASSESSMENTS

CRA will observe mobility conditions in the field at the 11 schools of the project area and the Empire Polo Club that hosts the Coachella and Stagecoach music and arts festivals. Mobility Assessments will include Pedestrian Environment Quality Evaluation (PEQE) as part of the analysis of pedestrian conditions, and Level of Traffic Stress (LTS) as part of the analysis of bicycling conditions.

During visits to each school, CRA will canvass the area surrounding the school, documenting the attributes and deficiencies of transportation assets, infrastructure, and presence of other support features (crossing guards, school chaperons, etc.) next to each school. Trip activity, routines and other travel behavior which occur during pick-up and drop-off periods will also be observed. During visits, CRA will meet with administrators deeply familiar with the school’s transportation issues to supplement our understanding.

Similar efforts will be undertaken to do mobility assessments at the Empire Polo Club, and in coordination with festival organizers. In Year 1, CRA will canvass the areas surrounding access to the Empire Polo Club, documenting transportation assets and infrastructure. Trip activity and festivalgoers’ routines will be observed. In Year 2, CRA, in coordination with festival organizers, will deploy a transportation plan and maps to test new active transportation access to the festivals.

The information gathered to produce brief mobility assessment reports for each school and the festival site with issues map and recommendations on how to improve their walking and bicycling conditions. These assessments may result in various types of recommendations such as new or improved crossing locations, sidewalk repair, new signage, suggested

routes to school or festival grounds, new bicycle parking, and changes in vehicle pick-up/drop-off routine.



TASK 4.4 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*
- *Presentation materials*

TASK 4.5: WALK AUDITS

CRA will conduct Walk Audits as part of the mobility assessment. School administrators and other stakeholders at each of the 11 schools, and at the Empire Polo Club grounds that host Coachella and Stagecoach will be invited to participate. Walk Audits serve three functions for the AML NI Program: They are an engagement activity, particularly of students, parents, and educators, they are an educational experience as participants learn how to make systematic observations of roads and AT infrastructure, and they contribute vital data for understanding current AT conditions in the project area.

Tasks 4.1, 4.4, and 4.5 will be conducted on the same day.



TASK 4.5 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*

TASK 4.6: EXISTING CONDITIONS AND NEEDS ANALYSIS MEMO

Based on the data collection, evaluations, and assessments of the physical and built environment of the project area completed in the preceding tasks, including bicycle and pedestrian collision data, multimodal counts, mobility assessments and bike and walk audits, CRA will prepare an Existing Conditions and Needs Analysis Memo (draft and

final). Like the data collection process, this Memo will be prepared in collaboration with CVAG, school officials, city staff, and other stakeholders, and culminate in presentations to various stakeholders and project partners.



TASK 4.6 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping and metadata*
- *Presentation materials*

► TASK 5: ENGINEERING

TASK 5.1: SAFE ROUTES TO SCHOOL, SAFE ROUTES FOR SENIORS, SAFE ROUTES TO FESTIVALS MAPS

CRA will develop maps to convey the safe/suggested route recommendations identified in Task 4.4 for the 11 schools and the festival grounds. The purpose of these maps is to help guide people, particularly students, seniors, and visiting festivalgoers, to and from their respective destinations, along direct navigational routes from the destination's surrounding areas, along quality facilities, and which channel travelers to safe and preferred street crossing locations. The maps will be graphically appealing, using intuitive design and symbology, and be public facing. Formats will be optimized for screens and for physical copies.



TASK 5.1 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*
- *User maps*
- *Website mapping*
- *Presentation materials*

TASK 5.2: PROJECT IMPLEMENTATION STRATEGY RECOMMENDATIONS

Upon completion of all data collection and analysis

CRA will develop a Project Implementation Strategy Recommendations Memorandum (draft and final). The Memorandum will summarize CRA’s analyses of data collected through our outreach, engagement, education and encouragement efforts, as well as our analyses of active transportation conditions and the broader transportation network in the project area. Based on those assessments, CRA will make a prioritized recommendations list for infrastructure as it relates to school/park access and programmatic recommendations. This Project Implementation Strategy Recommendations Memorandum will be prepared in collaboration with CVAG, school officials, city staff, and other stakeholders. Near the conclusion of the project, CRA will develop and lead the presentation of the Memo to CVAG and project stakeholders.

- ▶ Summaries of all data collection results, including safety, multimodal counts, and mobility assessments

This critical Program Evaluation Report allows for continued learning of the AML project team and stakeholders in terms of how the project unfolded, identifying what was effective and what was challenging, how challenges were overcome, and documenting how project outcomes and goals were met.

TASK 5.2 DELIVERABLES

- Technical memos and reports
- GIS mapping with metadata
- Presentation materials

TASK 6: PROGRAM EVALUATION

CRA will develop a comprehensive Program Evaluation Report (draft and final) that will supply a complete assessment of the effectiveness of the public engagement activities, before and after construction of the AML. Metrics for evaluation will include:

- ▶ Stakeholders and project team member feedback/evaluation
- ▶ Outreach results
- ▶ Effectiveness of Communications and Promotions Toolkit
- ▶ AML design including arts implementation along the AML
- ▶ Curriculum development at schools and for the community
- ▶ Community challenges results
- ▶ Festival active transportation analyses and results

TASK 6 DELIVERABLE

- Program Evaluation Report

METHODS OF BUDGET AND SCHEDULE CONTROL, AND QUALITY CONTROL

BUDGET AND SCHEDULE CONTROLS

CRA has a track record of delivering high quality projects on-schedule and within budget. Our outstanding organizational skills and technical capabilities in combination with the strong support from our experienced and highly-qualified staff – including our seamless internal team communication developed over years of working together – will ensure successful project completion.



CRA prepares and tracks detailed project schedules for each task including a customized critical path driven schedule with a detailed list of subtasks, milestones, deliverables, and completion dates. Each task and subtask listed match the work outlined in the Scope of Services.

CRA uses an interactive web-based management system to assist our project and task managers to successfully maintain control of a project budget by providing real-time status reports on performance, variances, forecasts, and expenditures for all project tasks. We apply earned value management as the primary means of monitoring project progress and forecasting performance by integrating the three fundamental components of every task order — scope, schedule, and budget. This allows CRA to evaluate and control project risk by planning and monitoring project performance.

CRA prepares and tracks detailed project schedules through Microsoft Project. The schedule will typically consist of a customized critical path method schedule with a detailed list of subtasks, milestones, deliverables, and completion dates. Each subtask listed would match the work outlined in the Scope of Work.

QUALITY ASSURANCE/QUALITY CONTROL

CRA takes pride in providing quality services and products. Our firm was founded on a commitment to fostering a workplace culture dedicated to delivering products that are accurate, well-written, based on sound analysis and industry/city specific design standards, and an assurance that final products have been thoroughly reviewed by our assigned quality assurance/quality control manager before submission.

QA/QC Procedures

Kickoff Discussion

Following contract authorization, the project team will begin with a kickoff meeting to establish client expectations, contract requirements, and task scheduling.



Work Products Checklist

Checklists for each technical group and project phase are used by QC leads to ensure accuracy and attention to detail. Edits and notes are digitally archived for accessibility.



Redlines, Reviews & Notes

QC leads provide feedback by “redlining” products and using review forms. Revisions are rechecked to ensure corrections have been successfully implemented.



Quality Close-Out Process

Principal verifies QC process implementation. Check-ins culminate with a final meeting to ensure contractual obligations have been met and expectations have been exceeded.



Task & Review Scheduling

Schedules are designed to include internal and external reviews. This allows the project manager and QC reviewers to establish timing and duration for reviews.



Cross-Discipline & Compliance Reviews

QC leads perform compliance reviews before submission of deliverables to ensure regulatory compliance and alignment with constructability criteria.



Progress Discussions

CRA team meets to review comments and anticipated project challenges to ensure the project can proceed without hindrance.



We have the policies and procedures in place to ensure that our team delivers a quality product every time. We acknowledge that quality and schedule can compete — and, for us, quality always wins. As a result, our project schedules consider time for quality control and document revisions prior to each submittal.

SPECIAL ISSUES OR PROBLEMS AND HOW THESE WILL BE ADDRESSED

The challenges we identify with the AML NI Program are associated with its ambitious scope and associated numerous elements to manage. It will take a team of experienced active transportation professionals spanning multiple disciplines to successfully manage this project so that it meets its goals and desired outcomes. With our partners AA, we present to CVAG a team assembled and equipped to handle this exciting and ambitious project. We are inspired by the ways in which public and community engagement has already developed and want to contribute our hands to the AML effort. The complexity of this project is the greatest challenge, but with our collective resources and assets, those challenges will not be insurmountable.

ENHANCEMENTS OR PROCEDURAL OR TECHNICAL INNOVATIONS (OPTIONAL)

CRA professionals express a scientific disposition to our projects, while also bringing artistic sensibilities forward as well. The AML project, occupying the nexus of transportation planning and the arts, supplies the opportunity for CRA to apply our insights and perspectives across a broad range of issues that the AML contains. For this reason, CRA is excited by the current structure of the AML NI Program as presented in the RFP. In the process of preparing our response, CRA developed additional enhancements and innovations that we present for CVAG's consideration. They are:

▶ **AML Promotional materials commissioned from student artists/musicians/videographers**

As the project develops and word of the AML spreads through our various engagement events, the AML can become the inspiration for the creation of artworks. The education program discussed above could include commissioning

artworks about the AML and AT from local student artists/musicians.

▶ **After-school Bicycle Mechanics course**

We see tremendous value and potential in helping to establish an after-school bike mechanics course as part of the education and encourage element of the public engagement of the AML NI Program. This would also serve as an opportunity for local professional bicycle mechanics to collaborate with schools and educators in developing a bicycle mechanics curriculum.

▶ **Students working at Bike Valet and Bicycle Maintenance at Music Festivals**

As part of the educational element of the AML NI Program, students in the bicycle mechanics course will have the opportunity to apply what they are learning to serve festivalgoers with bicycle needs. The reward for taking this opportunity is free access to the festival.

Schedule

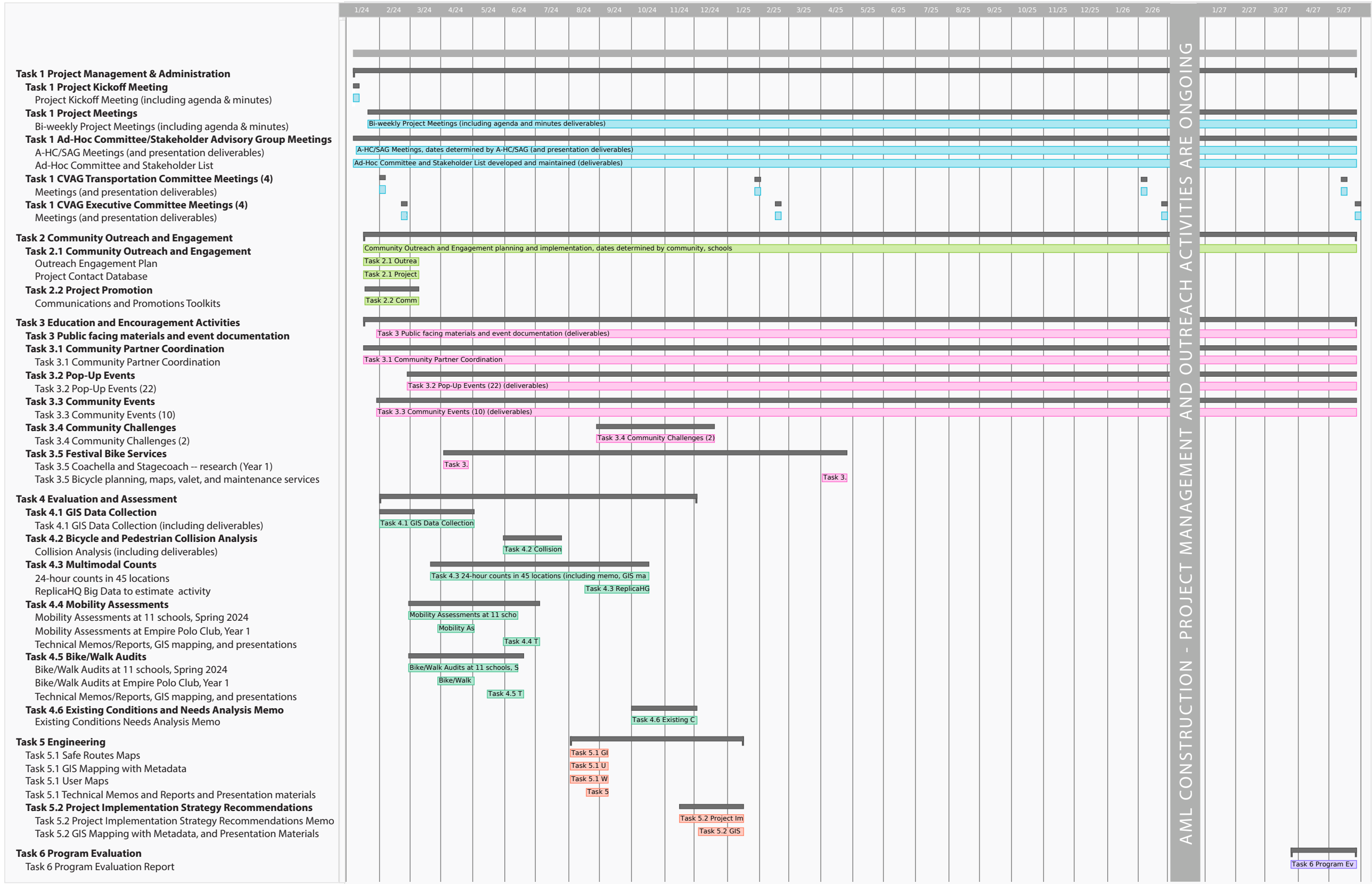


EXHIBIT "B"
PRICE FORMULA

**Coachella Valley Association of Governments
Arts & Music Line ATP Non-Infrastructure Program
The CRA Team Fee Proposal**

No.	Task Description	CRA	AA	Total by Task
Task 1	Project Management and Administration	\$ 85,880	\$ 28,859	\$ 114,739
	Project Kick-Off Meeting	\$ 2,400	\$ 903	\$ 3,303
	Bi-weekly Project Management Meetings (up to 70)	\$ 32,820	\$ 5,729	\$ 38,549
	Ad Hoc Committee Meetings (up to 8)	\$ 9,660	\$ 12,201	\$ 21,861
	Transportation Committee Meetings (up to 2)	\$ 2,840	\$ -	\$ 2,840
	Executive Committee Meetings (up to 2)	\$ 2,840	\$ -	\$ 2,840
	Project Coordination and Invoicing	\$ 35,320	\$ 10,026	\$ 45,346
Task 2	Community Outreach and Engagement	\$ 23,780	\$ 57,359	\$ 81,139
2.1	Outreach and Engagement Plan	\$ 4,120	\$ 7,909	\$ 12,029
2.2	Project Promotion	\$ 19,660	\$ 49,450	\$ 69,110
Task 3	Education and Encouragement Activities	\$ 54,540	\$ 181,428	\$ 235,968
3.1	Community Partner Coordination	\$ -	\$ 11,068	\$ 11,068
3.2	Pop-Up Events (Up to 22)	\$ 10,840	\$ 36,955	\$ 47,795
3.3	Community Events (Up to 10)	\$ 22,000	\$ 88,446	\$ 110,446
3.4	Community Challenges (Up to 2)	\$ 1,720	\$ 20,944	\$ 22,664
3.5	Arts Program and Festival Coordination	\$ 11,040	\$ 11,426	\$ 22,466
3.6	Bike Mechanics Course	\$ 8,940	\$ 12,591	\$ 21,531
Task 4	Evaluation and Assessment	\$ 109,700	\$ -	\$ 109,700
4.1	GIS Data Collection	\$ 26,080	\$ -	\$ 26,080
4.2	Bicycle and Pedestrian Collision Analysis	\$ 15,100	\$ -	\$ 15,100
4.3	Multimodal Counts	\$ 10,630	\$ -	\$ 10,630
4.4	Mobility Assessments	\$ 19,260	\$ -	\$ 19,260
4.5	Bike/Walk Audits	\$ 19,670	\$ -	\$ 19,670
4.6	Existing Conditions and Needs Analysis Memo	\$ 18,960	\$ -	\$ 18,960
Task 5	Engineering	\$ 47,285	\$ -	\$ 47,285
5.1	Safe Routes for Youth/Seniors/Festival Maps	\$ 19,540	\$ -	\$ 19,540
5.2	Project Implementation Strategy Recommendations	\$ 27,745	\$ -	\$ 27,745
Task 6	Program Evaluation	\$ 57,110	\$ -	\$ 57,110
	Draft Program Evaluation Report	\$ 34,240	\$ -	\$ 34,240
	Revised Program Evaluation Report	\$ 16,160	\$ -	\$ 16,160
	Final Program Evaluation Report	\$ 6,710	\$ -	\$ 6,710
Labor Subtotal		\$ 378,295	\$ 267,646	\$ 645,941
Direct Cost Subtotal		\$ 21,000	\$ 112,000	\$ 133,000
CRA Total		\$ 399,295	\$ 379,646	\$ 778,941
20% Contingency				\$ 155,788
Grand Total				\$ 934,730

Coachella Valley Association of Governments
Arts & Music Line ATP Non-Infrastructure Program
Fee Proposal - CRA

No.	Task Description	Principal-in-Charge		Project Manager		Deputy Project Manager		Technical Advisor		Senior Trans. Planner/GIS		Trans. Planner/GIS		Assistant Trans. Planner		Lead Engineer		Senior Traffic Engineer Jonatnan Sanchez		Traffic Engineer		Senior Graphic Design		Senior Project Accountant		CRA Labor Cost	
		Monique Chen		Jenny An		Lars Christiansen		Adam Chase		Sasha Jovanovic		Eric Sindel		Annabel Grealish		Ross Duenas		\$235.00		Cristian Belmudez		Rene Rivas		Claudia Joaquin			
		\$340.00		\$260.00		\$170.00		\$290.00		\$210.00		\$150.00		\$135.00		\$305.00				\$165.00		\$170.00		\$170.00			
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Task 1	Project Management and Administration	25	\$ 8,500	170	\$ 44,200	134	\$ 22,780	-	\$ -	-	\$ -	24	\$ 3,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,800	393	\$ 85,880
	Project Kick-Off Meeting	2	\$ 680	4	\$ 1,040	4	\$ 680	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	10	\$ 2,400
	Bi-weekly Project Management Meetings (up to 70)	8	\$ 2,720	70	\$ 18,200	70	\$ 11,900	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	148	\$ 32,820
	Ad Hoc Committee Meetings (up to 8)	3	\$ 1,020	24	\$ 6,240	-	\$ -	-	\$ -	-	\$ -	16	\$ 2,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	43	\$ 9,660
	Transportation Committee Meetings (up to 2)	2	\$ 680	6	\$ 1,560	-	\$ -	-	\$ -	-	\$ -	4	\$ 600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,840
	Executive Committee Meetings (up to 2)	2	\$ 680	6	\$ 1,560	-	\$ -	-	\$ -	-	\$ -	4	\$ 600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,840
	Project Coordination and Invoicing	8	\$ 2,720	60	\$ 15,600	60	\$ 10,200	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,800	168	\$ 35,320
Task 2	Community Outreach and Engagement	6	\$ 2,040	24	\$ 6,240	26	\$ 4,420	-	\$ -	-	\$ -	-	\$ -	30	\$ 4,050	-	\$ -	-	\$ -	22	\$ 3,630	20	\$ 3,400	-	\$ -	128	\$ 23,780
2.1	Outreach and Engagement Plan	2	\$ 680	8	\$ 2,080	8	\$ 1,360	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	18	\$ 4,120
2.2	Project Promotion	4	\$ 1,360	16	\$ 4,160	18	\$ 3,060	-	\$ -	-	\$ -	-	\$ -	30	\$ 4,050	-	\$ -	-	\$ -	22	\$ 3,630	20	\$ 3,400	-	\$ -	110	\$ 19,660
Task 3	Education and Encouragement Activities	-	\$ -	33	\$ 8,580	96	\$ 16,320	-	\$ -	-	\$ -	79	\$ 11,850	62	\$ 8,370	-	\$ -	-	\$ -	20	\$ 3,300	36	\$ 6,120	-	\$ -	326	\$ 54,540
3.1	Community Partner Coordination	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3.2	Pop-Up Events (Up to 22)	-	\$ -	8	\$ 2,080	12	\$ 2,040	-	\$ -	-	\$ -	24	\$ 3,600	8	\$ 1,080	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,040	-	\$ -	64	\$ 10,840
3.3	Community Events (Up to 10)	-	\$ -	16	\$ 4,160	40	\$ 6,800	-	\$ -	-	\$ -	32	\$ 4,800	16	\$ 2,160	-	\$ -	-	\$ -	-	\$ -	24	\$ 4,080	-	\$ -	128	\$ 22,000
3.4	Community Challenges (Up to 2)	-	\$ -	4	\$ 1,040	4	\$ 680	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 1,720
3.5	Arts Program at Schools	-	\$ -	3	\$ 780	24	\$ 4,080	-	\$ -	-	\$ -	3	\$ 450	18	\$ 2,430	-	\$ -	-	\$ -	20	\$ 3,300	-	\$ -	-	\$ -	68	\$ 11,040
3.6	Bike Mechanics Course	-	\$ -	2	\$ 520	16	\$ 2,720	-	\$ -	-	\$ -	20	\$ 3,000	20	\$ 2,700	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	58	\$ 8,940
Task 4	Evaluation and Assessment	10	\$ 3,400	34	\$ 8,840	1	\$ 170	4	\$ 1,160	70	\$ 14,700	200	\$ 30,000	148	\$ 19,980	14	\$ 4,270	30	\$ 7,050	122	\$ 20,130	-	\$ -	-	\$ -	633	\$ 109,700
4.1	GIS Data Collection	1	\$ 340	4	\$ 1,040	-	\$ -	2	\$ 580	20	\$ 4,200	55	\$ 8,250	46	\$ 6,210	4	\$ 1,220	4	\$ 940	20	\$ 3,300	-	\$ -	-	\$ -	156	\$ 26,080
4.2	Bicycle and Pedestrian Collision Analysis	2	\$ 680	2	\$ 520	-	\$ -	-	\$ -	16	\$ 3,360	64	\$ 9,600	-	\$ -	-	\$ -	4	\$ 940	-	\$ -	-	\$ -	-	\$ -	88	\$ 15,100
4.3	Multimodal Counts	-	\$ -	2	\$ 520	-	\$ -	-	\$ -	2	\$ 420	4	\$ 600	8	\$ 1,080	-	\$ -	6	\$ 1,410	40	\$ 6,600	-	\$ -	-	\$ -	62	\$ 10,630
4.4	Mobility Assessments	2	\$ 680	6	\$ 1,560	-	\$ -	-	\$ -	20	\$ 4,200	40	\$ 6,000	24	\$ 3,240	-	\$ -	4	\$ 940	16	\$ 2,640	-	\$ -	-	\$ -	112	\$ 19,260
4.5	Bike/Walk Audits	1	\$ 340	8	\$ 2,080	1	\$ 170	-	\$ -	4	\$ 840	21	\$ 3,150	30	\$ 4,050	4	\$ 1,220	8	\$ 1,880	36	\$ 5,940	-	\$ -	-	\$ -	113	\$ 19,670
4.6	Existing Conditions and Needs Analysis Memo	4	\$ 1,360	12	\$ 3,120	-	\$ -	2	\$ 580	8	\$ 1,680	16	\$ 2,400	40	\$ 5,400	6	\$ 1,830	4	\$ 940	10	\$ 1,650	-	\$ -	-	\$ -	102	\$ 18,960
Task 5	Engineering	4	\$ 1,360	20	\$ 5,200	6	\$ 1,020	8	\$ 2,320	40	\$ 8,400	88	\$ 13,200	-	\$ -	8	\$ 2,440	28	\$ 6,580	41	\$ 6,765	-	\$ -	-	\$ -	243	\$ 47,285
5.1	Safe Routes for Youth/Seniors/Festival Maps	2	\$ 680	8	\$ 2,080	2	\$ 340	-	\$ -	24	\$ 5,040	60	\$ 9,000	-	\$ -	2	\$ 610	2	\$ 470	8	\$ 1,320	-	\$ -	-	\$ -	108	\$ 19,540
5.2	Project Implementation Strategy Recommendations	2	\$ 680	12	\$ 3,120	4	\$ 680	8	\$ 2,320	16	\$ 3,360	28	\$ 4,200	-	\$ -	6	\$ 1,830	26	\$ 6,110	33	\$ 5,445	-	\$ -	-	\$ -	135	\$ 27,745
Task 6	Program Evaluation	10	\$ 3,400	48	\$ 12,480	82	\$ 13,940	4	\$ 1,160	18	\$ 3,780	54	\$ 8,100	92	\$ 12,420	6	\$ 1,830	-	\$ -	-	\$ -	-	\$ -	-	\$ -	314	\$ 57,110
	Draft Program Evaluation Report	6	\$ 2,040	24	\$ 6,240	48	\$ 8,160	4	\$ 1,160	12	\$ 2,520	32	\$ 4,800	60	\$ 8,100	4	\$ 1,220	-	\$ -	-	\$ -	-	\$ -	-	\$ -	190	\$ 34,240
	Revised Program Evaluation Report	3	\$ 1,020	16	\$ 4,160	24	\$ 4,080	-	\$ -	6	\$ 1,260	16	\$ 2,400	24	\$ 3,240	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	89	\$ 16,160
	Final Program Evaluation Report	1	\$ 340	8	\$ 2,080	10	\$ 1,700	-	\$ -	-	\$ -	6	\$ 900	8	\$ 1,080	2	\$ 610	-	\$ -	-	\$ -	-	\$ -	-	\$ -	35	\$ 6,710
Labor Subtotal		55	\$ 18,700	329	\$ 85,540	345	\$ 58,650	16	\$ 4,640	128	\$ 26,880	445	\$ 66,750	332	\$ 44,820	28	\$ 8,540	58	\$ 13,630	205	\$ 33,825	56	\$ 9,520	40	\$ 6,800	2037	\$ 378,295

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

T. Y. LIN INTERNATIONAL

THIS AGREEMENT is made and effective as of **December 4, 2023** between the Coachella Valley Association of Governments ("CVAG") and T. Y. Lin International ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **December 4, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 4, 2027** unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES** consistent with the provisions of the Request for Proposals for the proposed **ARTS & MUSIC LINE PROJECT**, released on July 12, 2023, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein 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 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 (Consultants Proposal)

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 **\$50,000.00** without a written amendment.

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

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

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review 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 \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include 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, Suite 100 Palm Desert, CA 92260
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To Consultant:	Joseph S. Smith, PE, Vice President T. Y. Lin International 404 Camino del Rio South, Suite 700 San Diego, CA 92108
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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.

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

T. Y. LIN INTERNATIONAL

By: _____
Joseph S. Smith, PE, Vice President

EXHIBIT "A"
SCOPE OF WORK

▶▶ Work Plan

PROJECT UNDERSTANDING

The Arts and Music Line (AML) is a multi-benefit project that will make public safety enhancements for pedestrians and bicyclists, encourage modes of alternative transportation, and create connectivity to local and regional bike and pedestrian infrastructure. When completed, the 10 miles of protected Class I and Class IV bicycle facilities will connect services, and amenities in the area and add to the CV Link's 40-plus mile alternative transportation corridor.

The alignment follows Avenue 48 and Dillon Road through the Cities of La Quinta, Indio, and Coachella. These are busy thoroughfares with vehicle speeds in excess of 50 miles per hour. The much-needed project will create safer routes to schools, promote outdoor recreation, while improving health and reducing greenhouse gas emissions.

The AML will upgrade the current Class II bike lanes along Avenue 48 to a fully protected Class IV bike lane; construct new Class IV lanes along Hjorth Street, Van Buren Avenue, and Dillon Road; and construct a Class I bike lane along the La Quinta Evacuation Channel, connecting to the CV Link at the Whitewater River. The AML will provide a safe backbone that connects existing Class II bike lanes to provide safe and efficient alternative transportation options to schools, residences, shopping, entertainment, and employment centers. In addition to the transportation benefits, the AML offers architectural features that draw attention and interest while promoting safety. The completed network will be recognized as a nationwide model of alternative transportation.

The work along Avenue 48 involves removing the existing bike lane along Avenue 48, constructing the concrete separation, replacing the road pavement, placing the new bike lane behind the separation, and completing a full width grind and overlay along Avenue 48. This work is

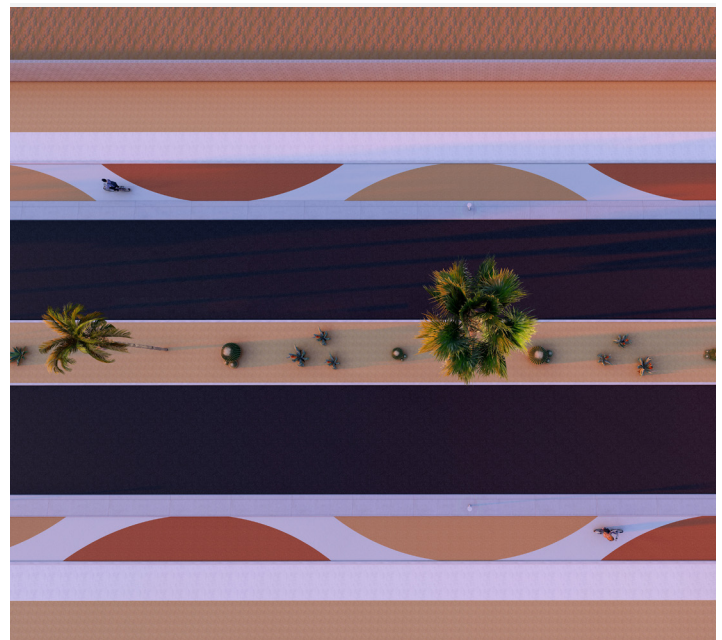


Figure 1. Rendering courtesy of CVAG website

performed on both sides of Avenue 48 for about 2 miles and a single side for about 3.5 miles. It will impact intersections, access to shopping, as well as restrict traffic with construction activity and extended lane closures.

Work along Hjorth Road and Van Buren Street is similar, though these roads are not as busy as Avenue 48. Dillon Road will be reduced from four lanes to two lanes to accommodate the added bike lane and will likely be the least impactful construction location for the project. Work along the La Quinta Channel includes a significant amount of import material and retaining wall construction prior to constructing the bike path base and surface.

A dedicated, focused, and proactive CM team will be needed to smooth the way for the contractor to successfully construct this project. The project success will be largely defined by the timely completion of a quality product and public's perception of the progress and productivity seen during every week of construction.

The TYLin Team has a proven track record of proactive leadership, foreseeing and addressing potential challenges to allow the contractor to continue their work without delay. Typical delays may include unresolved utility conflicts, right-of-way encroachments, inaccuracies in the project plans, alignment issues, unanticipated delays caused by

changes to accommodate public traffic, or extreme weather conditions. Each of these situations can be anticipated and a plan can be formulated to specifically mitigate the impact. Mr. Smith, Mr. Nowak, and the team have demonstrated problem solving skills on these and other similar project impacts throughout their careers.

APPROACH TO COMPLETING THE WORK

PROJECT MANAGEMENT

Strong and proactive project management is needed to efficiently execute the required scope of services and successfully construct this project within budget, schedule, and minimal impact to the public. Project Manager, Joseph Smith, PE, has a demonstrated record of meeting and overcoming the issues that will be encountered on this project. Mr. Smith is an experienced construction manager and can quickly understand project issues. He also has personally selected the members of this team, both TYLin staff and sub-consultant support, to meet the specific challenges that may be encountered throughout the project duration.

As Project Manager, Mr. Smith will have ultimate control over the TYLin Team budget. He will also have oversight over Resident Engineer, Thomas Nowak, as he monitors and manages the construction schedule and construction budget. In our experience, cost and schedule control must be exercised every day and be regularly evaluated to assure the final costs are within the budget and the schedule is acceptable once all the unforeseen contingencies are considered. TYLin has maintained our reputation for smooth and efficient project delivery throughout Southern California for 50 years by developing, deploying, and adapting project control tools to monitor budget, schedule, and documents. Each of these is discussed below:



Budget Monitoring & Control | To manage the budget of a given project, TYLin's engineers and project controls staff use data from TYLin's internal accounting system, Deltek Vision, to evaluate progress. The information is updated monthly for the overall scope of services.



Schedule Monitoring & Control | On contractor driven projects, TYLin uses scheduling tools, including Microsoft Project and Primavera P6, for Critical Path Method (CPM) scheduling of the work. The schedule is used to monitor progress throughout the project and is updated monthly or more frequently as needed. Various metrics are analyzed to track schedule performance.



Document Control | TYLin implements a uniform filing system for all documents associated with each task order, including prime agreement; amendments; subconsultant contracts; prevailing wage documents; timesheets and receipts for ODCs.

Managing the contractor's schedule is directly related to managing our level of staffing and the resulting budget. Mr. Smith and Mr. Nowak will work together to provide an efficient and effect level of staffing to meet the project needs.

Mr. Smith will remain in regular and close contact with Mr. Nowak to provide supervision, consultation, and staffing support to assure that the TYLin work plan is effectively implemented to the satisfaction of CVAG and involved cities. Mr. Smith has worked closely with the Cities of La Quinta, Coachella, and Indio, as well as RCTD, and has a proven reputation of partnering with client agencies to overcome project challenges and deliver successful projects. With Mr. Smith's oversight, Mr. Nowak will provide the level of staff needed to effectively manage the contractor's activities.

Serving as the prime CM firm on more than a dozen projects within Coachella Valley, TYLin has gained experience working closely with IID electrical transmission and distribution divisions; CVWD sewer, irrigation, and potable water departments; and personnel that monitor the CVSC. We have gained experience working in challenging hot-weather and windy conditions, and understand some materials in the region may not be suitable for structure foundations or bike and roadway construction and know when suitable material must be imported.

Mr. Nowak is currently serving as the Resident Engineer and Structure Representative on the Dune Palms Road Bridge project. To allow construction of the bridge within the alignment of the existing roadway, the project utilizes a temporary roadway shoo-fly and temporarily relocates IID distribution to the south within the CVSC. Additionally, Mr. Nowak is overseeing relocation of both water and sewer services at each end of the project, as well as relocation of existing dry utilities in the project footprint.



Figure 2. I-10/Jefferson Street Interchange

Mr. Smith served as Resident Engineer on the Madison Street Canal Improvement project in the City of Indio, responsible for overseeing the construction of a large double-box channel, extension of the canal to the south, temporary relocation of the existing channel utilizing temporary bridges and allowing for upgrades to many of CVWD's existing utilities.

As Project Manager for the I-10/Jefferson Street Interchange (Figure 2), Mr. Smith presented to the leadership team of Golden Voice, the promoter that spearheads the Coachella and Stagecoach music festivals, multiple times over three years to update the group on the changes to traffic patterns within the interchange and to obtain feedback on how the CM team could help improve movement of concertgoers through the interchange over the multiple weekends that are so vital to the economy of the Valley.

Through these many projects TYLin has gained experience with the many stakeholders of the AML and will point this experience towards establishing the best bid set possible and constructing the high-quality transportation link the residents of La Quinta, Indio, and Coachella envision.

BID ADMINISTRATION AND PRE-CONSTRUCTION ASSISTANCE

Immediately following authorization, the TYLin Team will begin the duties outlined as “Bid Administration and Pre-Construction Assistance.” Primary duties include conducting a thorough constructability review of project plans at the 65%, 90%, and 100% level of completion, creating a Construction Communication Plan, and reviewing all environmental permits and required mitigations. Following advertisement, the team will assist with contractor bid administration, to assure all funding requirements are met in accordance with the Caltrans Local Assistance Manual (LAPM) and the manual of Special Funded Projects.

Resident Engineer, Mr. Nowak and Scheduling and Claims expert, Wade Durant, PE will lead the constructability review effort. Both Mr. Nowak and Mr. Durant have over 30 years of road, highway, bridge, and related construction experience with a diverse range of projects. Every one of these projects has included constructability reviews, whether a formal review prior to the start of work, or an ongoing weekly look-ahead review to anticipate potential

contractor problems and solutions. Mr. Nowak and Mr. Durant are intimately familiar with Caltrans standards and specifications and the LAPM.

Their reviews will start with a field visit to understand field conditions and include a complete review of project plans, looking for conflict in details, or the constructability of the work within the actual constraints of the site. Additionally, the plans will be reviewed for “bid-ability” to assure the contractor can be confident that the work is clearly defined, the quantities are accurate and all accounted for, thus reducing risk and yielding a lower bid. At times, if a contractor finds an error in the plans, instead of asking for clarification, they will lower a bid, knowing a contract change order will likely be required from which they will benefit. TYLin has already flown the alignment of the project and has captured video and photos of the project footprint with a drone (Figure 3). This information is always valuable when reviewing project plans and determining whether the design intent can be implemented considering actual field conditions that may have changed during plan development.



Figure 3. Drone images of AML project site.

Project specifications will be reviewed to assure all project special situations or conditions are addressed and captured in bid quantities. This will provide the contractual muscle to the Resident Engineer to enforce the intentions of CVAG and the cities. Typical issues may include allowed hours of work, accommodations for public traffic, or advance notification requirements. Additionally, material specifications may need to be amended to account for extreme desert weather conditions. Examples might include concrete or hot mix asphalt (HMA) placement, visibility of traffic cones and other control materials, limitations to sun exposure of plastic materials such as drainage pipe or wire, or application temperatures for pavement striping.

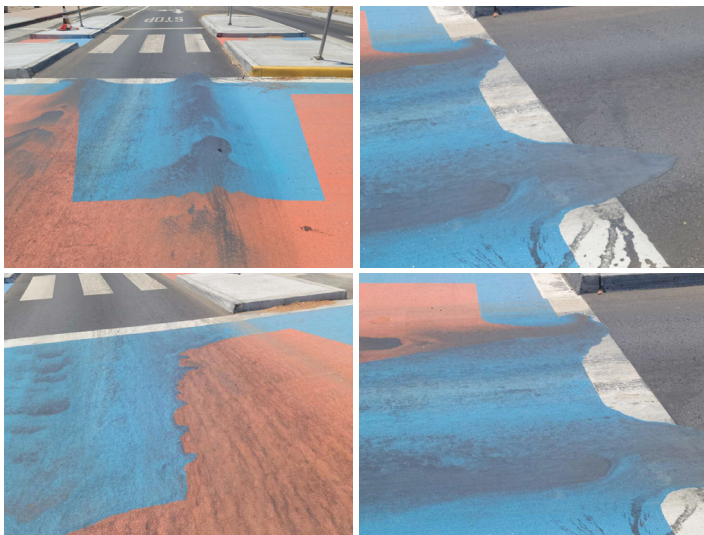


Figure 4. Extreme heat caused thermoplastic melting. To prevent this, we will assure manufacturers provide necessary details for the application processes, including minimum and maximum temperature application, type of application method, thickness tolerances, and protection time before traffic allowed on the applied markings.

Project quantity estimate will be verified. A savvy contractor will over-bid items that will likely over-run and under-bid items that will likely under-run. This practice is a form of unbalanced bidding and can occur on seemingly minor items such as temporary pavement striping. It is bad enough if the final quantity is twice the estimated amount, but when the contractor has increased his bid, knowing that the quantity would over-run, the cost impacts are significant. A confirmation of the estimated quantities will eliminate this opportunity for the contractor and assure

a balanced and competitive bid from all contractors. As one of the premier engineering design firms in California, TYLin has a depth of resources available for analyzing plans and bid documents. Our CM team enjoys a symbiotic relationship with TYLin civil and structures designers, routinely exchanging ideas and seeking solutions to challenging project issues. In addition, TYLin has a national cost estimating and risk management group within the CM sector that will be available to Mr. Nowak and Mr. Durant as they verify estimates and appropriate bid values.

TYLin has provided support to many agencies through the advertisement, pre-bid meeting, bidder questions and addenda, bid opening, bid analysis, and recommendation for award. The process is well defined in the Caltrans Local Assistance Procedures Manual (LAPM) (Figure 5). Additionally, Mr. Magaña with Magaña Consulting Services will assist the team with reviewing any specific funding requirements are implemented to assure all requirements are met prior to recommendation for award of the construction contract.

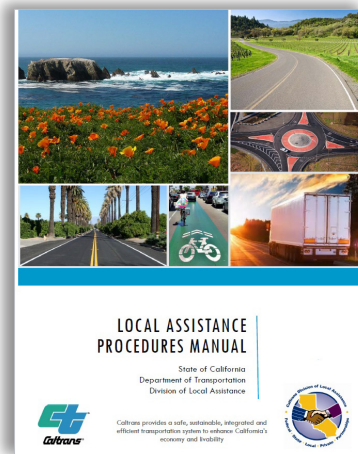


Figure 5. TYLin and its subconsultants are all familiar with the Caltrans LAPM and processes.

Mr. Smith, Mr. Nowak, and Mr. Durant will work side-by-side with CVAG and the design engineers as questions come in during bid time. They will assist in validating questions from contractors and provide content for appropriate responses along with recommendations of where plans, specifications, and bid quantities must be revised. Time is of the essence when a project is out to bid, and our team will work as

many hours as necessary to allow CVAG to maintain timely responses to questions and the overall bid schedule.

Mr. Smith and Mr. Nowak will conduct the pre-bid meeting along with CVAG representatives and design personnel. Exhibits will be created to clearly define the project and an agenda will be created for review and approval by CVAG prior to issuance in the meeting invite.

PUBLIC OUTREACH

Public outreach will be a critical component of the pre-construction activities. An effective project communication

plan will inform and excite the public for the upcoming project and provide a proven framework to communicate throughout the duration of the project. The TYLin Team includes Connect and Company (Connect) to develop and lead an effective outreach plan for the AML. The plan will follow proven protocol used on the Avenue 66 Grade Separation Project in Mecca; the Herbert Hoover Pedestrian Improvement Project with a Safe Routes for All outreach in Indio; and currently on the Dune Palms Bridge Replacement project with TYLin in La Quinta. The protocol includes:



Develop a targeted, measurable Construction Communications Plan in coordination with the client/CVAG.



Research key stakeholders and the target audience to develop and maintain a solid working database.



Reach out and host meetings early to inform key contacts (emergency services/key stakeholders) and to establish communication, address concerns, build trust, and tap into their network.



Complete boots-on-the-ground outreach to impacted residents and businesses (door-to-door, pop-up events, community events/meetings). This may occur in phases based on the construction schedule.



Provide timely, accurate and accessible information for the duration of the project using collateral with clear and concise text and simple graphics.



Respond immediately to questions and concerns; document resolution.



Serve as both a community resource and a liaison to the construction team representing public point of view.

We've found that if we do the work to know our audience and make connections up front—fostering two-way open communication with the public—our team is able to build trust and troubleshoot small problems before they escalate.

Project Pacing

Following this tested outreach protocol, we typically spend a large chunk of time completing the first 4 steps shown above, followed by a groundbreaking event before construction starts. As the project moves out of the start-up phase, outreach moves into “maintenance mode” and our monthly budget reduces. The team remains ready to

ramp-up outreach efforts for traffic pattern changes, large paving operations or any outreach needs that come up as the project continues. When the project nears completion, Connect will start planning a unique, interesting, and safe ribbon cutting event, coordinating with local organizations and giving back to the community when possible.

Communications Plan

Connect will draw on the team's years of experience working with cities, public agencies, non-profits and on transportation infrastructure projects to design a unique, measurable and appropriate communications plan for the AML.

- The plan will follow our protocol and include a groundbreaking event, collateral development and project start up; an emergency services and stakeholder meeting; community meetings and/or pop-up events; ongoing outreach as the project progresses to different locations; and ongoing coordination with emergency services, local cities, public information officers (PIO) and City Engineers.
- Connect will also include a media relations section to engage local media through photo opportunities, events or tours; and an emergency communications plan that will include protocol about notifying and speaking with the media, working with local PIOs and internal emergency communications protocol.
- Connect recently completed a project in the City of Indio with the County Health Safe Routes for All program and is incorporating the program into two additional projects currently under construction. Our team will coordinate with CVAG and County Health to incorporate the non-infrastructure activities and possible media opportunities.

COLLATERAL

Connect’s public outreach manager and in-house graphic designer will develop and deliver clean and clear, English and Spanish collateral materials to meet the unique needs of the AML project. The Connect team will work closely with the CM team and CVAG staff with approval processes in place to assure collateral are accurate and meet expectations.

- » Collateral could include a fact sheet, door hangers, post cards, construction alerts, construction cards, signs/banners, newsletters, advertisements, PowerPoint presentations, project boards, etc.
- » We will also develop and manage a webpage on the CVAG website to provide the most updated information.
- » Our team will create unique project social media pages and create weekly social posts with video photos and will monitor the comments to respond if necessary.
- » Connect can also manage social media boosting/ advertising if agreed upon with CVAG.

ADDRESSING ENVIRONMENTAL PERMITS AND MITIGATION REQUIREMENTS

The TYLin Team includes ECORP to lead in understanding all environmental restrictions and concerns and enforce the required mitigation. ECORP has assisted TYLin on numerous projects in the lower desert over the past 10 years, including I-10/Jefferson Street Interchange, City of Indio Retrofits, and Dune Palms Road Bridge.

ECORP routinely assists clients in complying with environmental conditions stipulated in regulatory permits and/or agreements for specific projects, plans, and programs. Their team includes senior and expert personnel with experience with the federal Clean Water Act, Porter-Cologne Act, federal and state ESAs, the federal Migratory Bird Treaty Act, and the California Fish and Game Code. ECORP’s project managers and technical experts routinely meet with regulatory agency personnel on site or in meetings to negotiate, review and discuss permit conditions and the associated schedules, monitoring, and



Figure 6. Connect & Co has extensive experience developing outreach materials in both English and Spanish.

implementation. ECORP routinely assists with creation of a permit compliance matrix for clients.

ECORP's compliance specialists prepare and implement worker education programs in English and Spanish, conduct comprehensive pre-construction surveys, and monitor during construction activities, as well as prepare the associated survey and monitoring reports. The firm works closely with the client and the construction contractors to establish the correct timing, schedule, and level of effort required for both pre-construction surveys and construction monitoring. ECORP's compliance specialists and monitors are well-informed about all aspects of the projects and permit conditions prior to the implementation of the projects so they can ensure compliance with the permit conditions. They also prepare the variety of plans typically required by permit conditions, such as Nesting Bird Management Plans, Protected Species Plans, Habitat Restoration Plans, HMMPs, Invasive Plant Species Management Plans, and Conceptual Mitigation Packages. ECORP's biological monitors are also experienced in conducting species relocation, monitoring the installation and maintenance of Best Management Practices (BMP) and exclusion devices, and completing all reporting prior to the due dates listed in the permit conditions.

A cursory review of the project documents indicates the following potential environmental restrictions that may constrain the construction schedule:

Biological

- **Burrowing owl (*Athene cunicularia*):** a State Species of Special Concern, breeding season is generally Feb 1 to August 31 (CDFW Staff Report). If burrowing owls are found within the vicinity during pre-construction biological surveys, then the project has a limited time of the year that work could occur within so many feet of the owls (this would be in the Streambed Alteration Agreement (1600 permit). From our knowledge of the area, we do know burrowing owls occupy the Whitewater River/CVSC at Dillon Road and Jefferson

Street. Project permits may require a 250-foot buffer during breeding season and a 160-foot buffer during non-breeding season (can vary depending on the permit). CDFW coordination and concurrence to either passively relocate the owls or negotiate a reduced buffer may be required for work to occur in these areas adjacent to occupied owl habitat. Passive relocation of burrowing owl typically can only occur outside of their breeding season and requires the creation of a Burrowing Owl Exclusion Plan for the project.

- **Nesting birds:** Cliff swallows nest at many of the bridges along the Whitewater River/CVSC. They typically arrive in March and nest until the end of June/ beginning of July. There could be seasonal restrictions related to work occurring within a certain distance of Dillon Road and Jefferson Street/La Quinta Bridges. With other projects, it has been easier to avoid their nesting season for those areas rather than implement abatement measures.

Cultural

Our cultural resources team did a preliminary review and did not find any seasonal restrictions related to cultural or tribal resources other than weather which could affect the project schedule overall.

General

From ECORP's knowledge and experience of projects in the area, the Coachella Valley Music and Arts Festival (typically in mid-April) can cause schedule delays due to traffic issues and restrictions upon limiting traffic in the area.

Each environmental permit must be closed to the satisfaction of the issuing agency prior the completion of the project. ECORP specialists including biologists and archaeologists will review all important permits related to environmental compliance for this project and determine which requirements need to be met during project close-out. ECORP will conduct final site inspections and will provide the necessary final reports and annual reports to meet close-out conditions as required by project permits.

These reports will first be provided to CVAG for review and approval, before submission to the appropriate agency.

CONSTRUCTION MANAGEMENT - RESIDENT ENGINEER

Following the award of the construction contract and prior to the first working day, Resident Engineer, Mr. Nowak, PE, will prepare the TYLin Team for the task of providing professional and consistent construction management. Processes will be implemented, forms will be created, recurring tasks will be identified and assigned with defined deadlines and deliverables. Mr. Nowak is perfectly suited for this role. As demonstrated by his wide variety of experience, he has the ability to implement comprehensive QA, financial management, and communication practices,

while at the same time, working closely with the contractor in partnership to deliver the most practical and effective solutions to daily project challenges.

Prior to the Notice to Proceed (NTP), Mr. Nowak will schedule a pre-construction meeting with the contractor and all stakeholders. Contract expectations will be clearly laid out during this meeting. Contractor responsibilities will be identified that conform with the Caltrans Construction Manual. Practices following a regular monthly schedule throughout the contract with required deliverables will be defined and clearly communicated to the contractor, with defined responsibilities.

Typical recurring tasks throughout the project are listed below, with frequency, and responsibility identified:

ITEM	FREQUENCY	DELIVERABLE	
		CONTRACTOR	CM TEAM
Monthly estimate	Monthly	Quantity request	Quantity authorization
Coordination meetings	Weekly	Look ahead schedule	Minutes
Certified payrolls	Monthly	Payroll records	Review and confirm
SWPPP review	Annual, at events, weekly	Required report	Review and confirm
Partnering	Quarterly	Project status	Project status
Requests for information (RFI)	As needed	Clear question	Timely and clarifying response
Submittals	As required	Timely, complete submittal	Timely response
Progress schedules	Initial baseline with monthly updates	Monthly	15 days following submittals
Record drawings	Regularly	Maintain current markups	Maintain current markups

Additionally, during this pre-construction period, templates will be developed, and file folders will be created to manage the information developed throughout the duration of the project. Financial oversight and quality control of materials and workmanship are based upon monitoring activities every day and having the ability to access the detailed information and confirm the quality of workmanship and materials is satisfactory, any errors have been corrected, and quantities to be paid for the month are constructed in accordance with the project specifications.

The TYLin Team regularly uses the Caltrans filing system with 63 different categories to comprehensively track

the progress of the project and confirm the quality of construction and the financial accuracy of all payments.

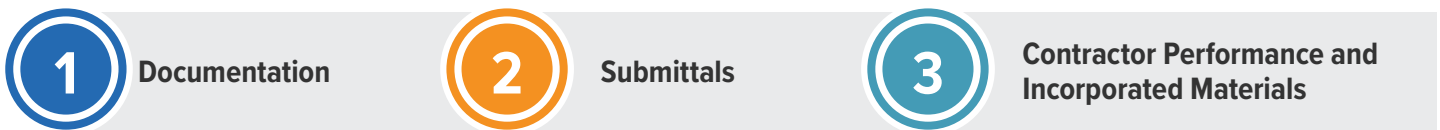
Following the Notice to Proceed (NTP), project pre-planning and preparation is complete, and it is “Go Time.” The project moves forward per the contractor’s approved baseline CPM schedule and a rhythm of daily, weekly, and monthly duties begins to develop. Local traffic impacts due to school schedules and music festivals will be factored into the contractor’s work schedule. As Resident Engineer, Mr. Nowak will be responsible to confirm and assure that the contractor is meeting all contractual obligations, QA, and at the same time eliminating obstructions to project progress, partnering contribution.

QUALITY, SCHEDULE AND BUDGET CONTROL

TYLin implements a quality control plan on all projects consisting of construction services that follow recognized procedures including detailed checklists and documentation that closely follow the Caltrans Construction Manual. The first page of TYLin's Construction Management Quality Assurance Plan summarizes our plan as follows:

TYLin's quality assurance program (QAP) is employed to ensure a successful and correctly managed construction

project and to assure our client's best interests are being cared for. Our QAP is separated into three segments to validate documentation, submittals and the inspection of field work and materials. The first segment addresses the overseeing of the office level documentations, the second segment is employed to ensure all submittals are properly reviewed and verified prior to approval. The last segment is to verify all field work and materials are being approved and documented.



Documentation

QA of the CM process ensures all office level documentations are reviewed and verified by a colleague for accurateness and completeness. Examples of documents slated for this level of review are CCOs/RFIs, monthly billing estimates and quantity sheets. Also periodic spot checking of daily documentation to ensure that the record of activities and work completed is well documented in writing and pictures at the Resident Engineer's discretion.

Submittals

The second segment of our QAP is the validation of our submittal review process. TYLin has QA checklists for various submittals set up to ensure that all aspects of a submittal have been checked and verified and the review has been conducted accurately and in its totality. Some examples of checklists for submittal review are: post-tensioning shop drawing, falsework submittals, temporary shoring, MSE walls, pile placement plan, and concrete mix designs. These QA checklists will be filled out by the reviewer and placed in the job files. When submittals are reviewed by a junior engineer, a licensed engineer will spot check their work and verify any comments.

Contractor Performance and Incorporated Materials

The third segment of our QAP is the inspection and verification of all materials and work that occurs on the job site. We have modified our construction procedures manual to encompass all tasks associated with bridge and roadway related inspection work. This is the first line of reference to execute our tasked duties. This manual, coupled with the contract specifications and the agency's governing specifications, will ensure all work is inspected and verified to an acceptable level.

The utilization of our QAP will ensure a successfully managed project and assure our clients that we are correctly overseeing and controlling the project.

TYLin team members understand the importance of delivering quality services and products for our clients. Our team understands the connection between quality and cost control on a project, and we believe work must be performed, inspected, and documented properly the first time to avoid errors and schedule delays to successfully deliver a project.

The practice of quality assurance is accomplished by review of the contractor's submittals and field work to assure

the contractor's Quality Control Plan is being followed. A sufficient level of qualified staffing needs to be maintained to meet the varying levels of work that is ongoing. A proposed staffing plan is included in this proposal to reflect how CM staffing might be scheduled to meet a proposed contractor work plan. However, Mr. Nowak will regularly review the workload facing his team and assign duties to qualified staff to confirm contractor adherence to project specifications.

TYLin's workplan to assure compliance to the contract standards is based on the Caltrans Construction Manual and recognized professional practices to meet the needs of CVAG, the Cities of La Quinta, Coachella, Indio, RCTD, as well as residents and business owners.

Quality oversight duties of the Resident Engineer and CM team include:

- » Project Safety
- » Stormwater Compliance
- » Contract Change Order Control
- » Submittal Review
- » Material Testing
- » Monthly Progress Payments
- » Traffic Control
- » Environmental Compliance
- » Payroll and DBE Compliance
- » RFI Review and Response
- » Public Safety
- » Impacts to Local Schools

Partnering

Whenever unforeseen conditions are discovered that could possibly impede the contractor's work, it is Mr. Nowak's project centered priority to help resolve the situation to eliminate, or minimize additional cost, or project delay.

These conditions are typically documented by a formal RFI from the contractor, but are initially identified by either the contractor, or the CM team. Most often these issues come to the attention of the team following careful review of project plans in anticipation of the upcoming work considering potential impediments.

Along with implementing formal partnering in accordance with the project specifications, Mr. Nowak will demonstrate his "project first" priority and proactively work to address

challenges to the project. This priority will build trust between the contractor and the TYLin Team, resulting in swift conflict resolution, fewer change orders, and a collaborative work environment.

As a good project partner, Mr. Nowak will work with the contractor and other stakeholders to resolve conflicts and provide the contractor a path to continue his work without delay or added effort. Some sources of conflict may include:

- » Delayed utility relocations
- » Differing site conditions
- » Plan changes initiated by the owner
- » Special public events

Reporting

Mr. Nowak will produce a monthly report to update CVAG on the project status. The report will include the status of the project schedule, (days completed versus days remaining), project budget, (dollars spent, versus dollars remaining), and percent of work completed to date. There will be a description of the location and type of work completed during the past period, and the work expected to be completed during the upcoming period. The report will also include a listing and status of all project change orders and any potential change orders, as well as a discussion of current or anticipated project issues and any potential claims.

Construction Management - Construction Inspection

The TYLin team's primary responsibility is to assure project plans and specifications, including all referenced standards, are safely performed in the field every day. This and in-person oversight is performed by our field inspectors. Typically, our field inspector will meet with the contractor's field crews at the beginning of each shift and gain a clear understanding of the work planned for the day including what items of work are planned to be accomplished. They will learn the names of the crew that is working, the

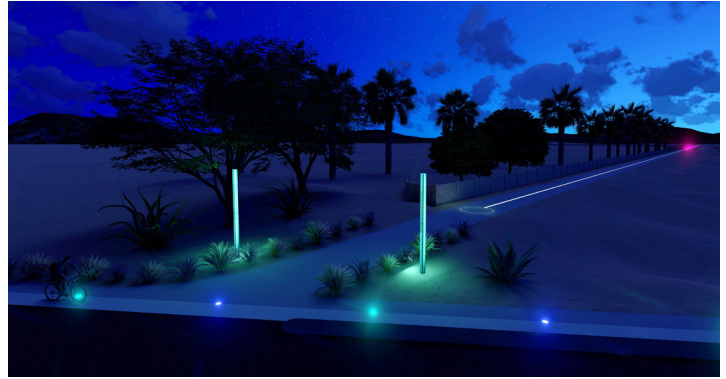
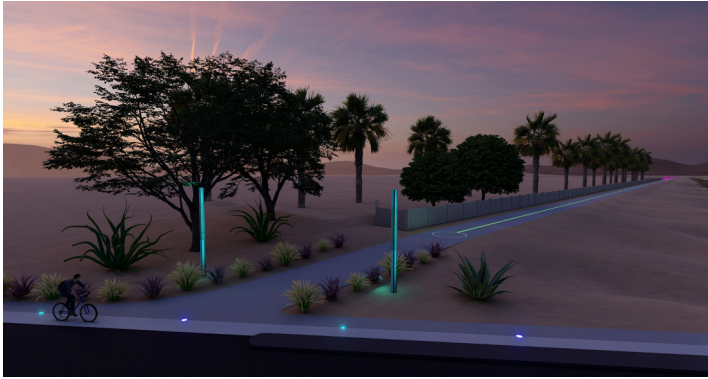


Figure 7. The planned dramatic outcome for the CV link will be achieved by daily, consistent, and professional oversight and construction management. Renderings courtesy of CVAG website.

equipment that is to be used, any traffic control that will be implemented, any anticipated closures to roads or private access, what potential critical operations are anticipated, if specialty subcontractors are anticipated, what material testing is anticipated, and what full-time inspection will be required. A field inspector may be covering two or more different crews and need to alternate attention between different activities throughout the day. Field Inspectors will work with assistance of our Resident Engineer and Office Engineer to ensure approved submittals are being followed and approved and accepted materials are being incorporated into the work and plan changes are being implemented.

Material testing will be scheduled in advance to assure materials are installed to the proper compaction and grade, concrete is the approved mix design and within specification for temperature and age, and HMA is the approved mix design and placed per project specifications for temperature and compaction. In the event of full-time inspection for placement of concrete or HMA paving, the team will coordinate staffing to meet project requirements and assure contractor compliance.

The activities of each day of contractor work will be fully documented on inspector daily diaries. Daily diaries will include all contractor staff and equipment, the hours worked, which items of work were performed, and the limits of work. The quantities of work will be documented as well as any testing that was performed, any non-

conforming work that was corrected, any discussions with the contractor that were held, and any issues or potential issues that were encountered or anticipated. These daily diaries are the foundation of our QA oversight. Based on the daily activities, summary sheets are built to document material testing, monthly payments, Q-Sheets, payroll monitoring, safety compliance, and tracking the beginnings of contract change orders.

Our Field Inspectors will provide daily photographs that document the existing status of landscaping, pavement, concrete, and other facilities prior to construction activities. If the contractor's work unnecessarily damages existing facilities, the daily report will prove highly valuable in resolving any dispute by the contractor. Equally, the contractor will be protected from false accusations if existing conditions are sub-standard.

The material testing schedule is typically the responsibility of the contractor. Tests are required to be scheduled 48 hours in advance to assure that testers can be on site. Our Field Inspector will work with the contractor to be sure delays to testing avoid impacting the contractor's schedule. In the same way, he will also assure the contractor does not over-schedule testers for his convenience and impact the tester's (and CVAG's) budget.

All non-conforming work will be immediately communicated to the contractor and asked to be removed or corrected. It is typically corrected immediately; however,

when correction is delayed, our inspector will document the location and the issue with a non-conformance-report (NCR), which will require a specific and documented re-inspection prior to acceptance of the work.

In addition to the daily ongoing items of work, our inspectors will continually review traffic control, SWPPP compliance, and safety practices throughout the project. Depending on the specific issue observed, the inspector will direct the contractor to correct an infraction immediately, by the end of the day, or by the end of the week. These observations will be forwarded to Mr. Nowak to be noted and addressed at the weekly construction progress meeting.

PROJECT CLOSEOUT AND ACCEPTANCE:

As the project approaches completion, Mr. Nowak and the team will begin the process of project closeout. Material testing sheets will be reviewed to assure there are no outstanding NCRs, submittal and RFI logs will be reviewed for completeness, payroll logs will be reviewed for completeness, and a proposed final estimate will be compiled for the contractor's review.

The contractor's acceptance of the final estimate is his acknowledgement that he agrees to the payment for all the work performed including all change orders and claims. Any outstanding payroll records will be submitted, and potential liens will be released.

All maintenance and operation manuals will be confirmed to have been submitted. The final project walk will generate a final punchlist. The Cities of La Quinta, Coachella, and Indio will have input for their jurisdictions. Once the work is satisfactorily completed, the project can be recommended for acceptance to CVAG.

SCHEDULE

Our proposed project schedule can be found on the following page.

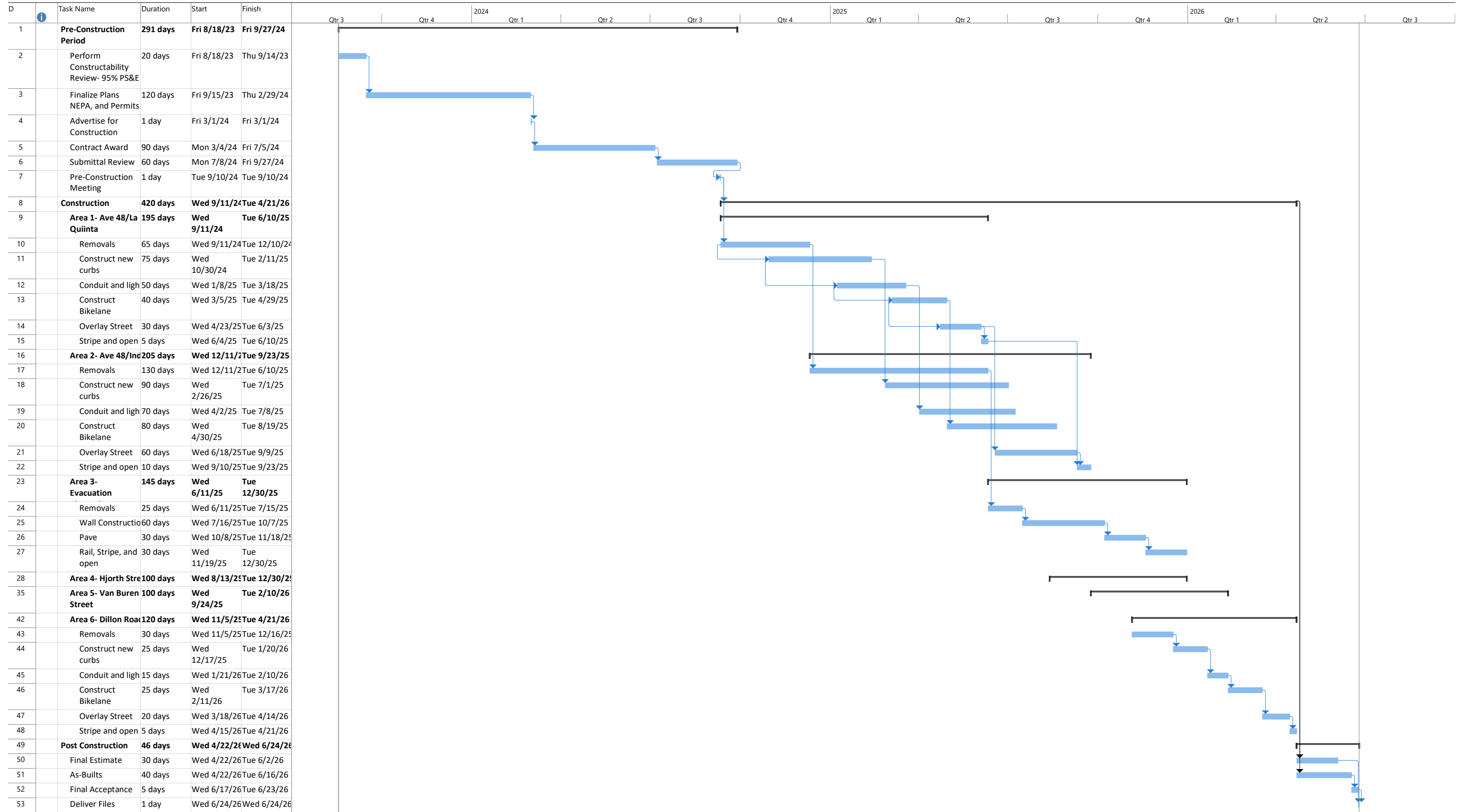
ASSUMPTIONS

- » The contractor will perform work during the Caltrans Working Day calendar.
- » The contractor will procure long lead items as early as possible. (e.g. traffic signals)
- » City and County Traffic Control Plans will need City and County approval prior to construction.
- » All utilities (electrical, irrigation piping) will be installed after surface removals for the various areas are complete but prior to construction of roadways.
- » The grind and overlay work performed near active roadways, (single lane), will minimally disrupt traffic.
- » Grind and overlay, construction of the new bike paths, retaining wall construction, bridge, and traffic signal work may take place concurrently in different locations.
- » The NEPA permit will be obtained after 90% design is reviewed but before 100% design is submitted.
- » The contractor will have multiple crews available to work at any given time.
- » No dewatering is required.
- » The total duration for construction including closeout activities will be 21 months, about 420 working days.
- » TYLin constructability reviews will take place after 65%, 90% and 100% design is submitted.
- » The contractor will need 2 months for submittals and City and County Traffic Controls Plan approvals after contract award and prior to NTP

Arts and Music Line

Coachella Valley Association of Governments

Proposed Construction Schedule



Project: Project1
Date: Fri 8/18/23

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

TYLin

EXHIBIT "B"
PRICE FORMULA

HOURLY RATES

NAME	TITLE	2025		2026	
		FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE	FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE
TYLin					
Joseph Smith, PE, CCM	Project Manager	\$326.81	-	\$339.88	-
Thomas Nowak, PE, QSD	Resident Engineer/Structure Rep.	\$256.20	-	\$266.45	-
Abigail Manriquez	Office Engineer	\$129.56	\$178.00	\$134.74	\$178.00
Alejandro Armendariz	Structural/Const. Inspector	\$149.43	\$182.73	\$155.41	\$182.73
Curis Musashi, EIT	Structural/Const. Inspector	\$129.35	\$176.70	\$134.52	\$176.70
AIX					
Robert Delgado	Inspector/Safety	\$205.70	-	\$213.93	-
Frank Duffy	Lead Inspector	\$205.70	\$178.50	\$213.93	\$178.50
CONNECT AND CORPORATION					
Andrea Suarez	Outreach Director-FT	\$170.00	-	\$176.80	-
Jessica Sanchez	Outreach Specialist- FT	\$90.00	-	\$93.60	-
Christine Feldman	Creative Director/Graphic Design- PT	\$110.00	-	\$114.40	-
Jenessa Sanchez	Outreach Coordinator- PT	\$51.00	-	\$53.04	-
DESI					
John Kannor	Sr. Electrical Inspector	\$162.14	\$178.50	\$168.63	\$175.50
Michael Roush	Electrical Inspector	\$162.14	\$178.50	\$168.63	\$175.50
Chia-Chi Wang	Labor Compliance Officer	\$185.32	-	\$192.73	-
ECORP					
Kevin Israel	Environmental Manager	\$160.00	-	\$166.40	-
Wendy Turner	Senior Biologist	\$160.00	-	\$166.40	-
Sonia Sifuentes	Cultural Resources Task Manager	\$160.00	-	\$166.40	-
Jesus "Freddie" Olmos	Principal Environmental Planner	\$210.00	-	\$218.40	-
Seth Myers	Air Quality/Noise Task Manager	\$195.00	-	\$202.80	-
Caroline Garcia	Lead Biological Monitor	\$106.74	-	\$111.01	-
Robert Cunningham	Archaeology Support	\$110.50	-	\$114.92	-
Julian Acuna	Lead Archaeological Monitor	\$106.74	-	\$111.01	-
Scott Taylor	Aquatic Resources Specialist	\$161.73	-	\$168.20	-
Samantha Alfaro	CEQA Support	\$90.83	-	\$94.46	-
Marc Guidry	GIS	\$158.63	-	\$164.98	-
Torrey Rotellini	GIS	\$96.33	-	\$100.18	-
Jackie McComas	Admin	\$110.56	-	\$114.98	-
Laura Hesse	Publications	\$112.66	-	\$117.17	-
GEOCON					

See attached rate sheet on page 9.

NAME	TITLE	2025		2026	
		FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE	FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE
MICHAEL BAKER					
Jarrad Truman, PLS	Lead Surveyor	\$275.00	-	\$286.00	-
Christopher Albert, PLS	Lead Surveyor	\$300.00	-	\$312.00	-
Steven Chi, PLS	Field Supervisor	\$185.00	-	\$192.40	-
ZT CONSULTING					
Farzad Tabihgoo	Principal Engineer	\$206.30	-	\$214.55	-
Derick Hobbs	SMR/ Quality Engineer	\$128.36	-	\$133.49	-
Andrew Soria	Lead Precast QA Inspector	\$136.39	-	\$141.85	-
William Kent	Lead QA Inspector	\$173.06	-	\$179.98	-
Eric Sanabria	QA Inspector	\$120.34	-	\$125.15	-
Nathan Liszewski	QA Inspector	\$128.36	-	\$133.49	-
MAGANA CONSULTING					
Martin Magana	President/ Construction Liaison	\$175.00	-	\$182.00	-



2023 Schedule of Fees – RV23

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman	\$90/hr.
Engineering Assistant/Lab Technician	\$90/hr.
Engineering Field Technician	*80/hr.
Senior Field Technician	*80/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.).....	*90/hr.
Field Technician Supervisor	*120/hr.
Staff Engineer/Geologist.....	*125/hr.
Sr. Staff Engineer/Geologist	*135/hr.
Project Engineer/Geologist.....	*145/hr.
Senior Project Engineer/Geologist	*155/hr.
Senior Engineer/Geologist.....	*165/hr.
Associate Engineer/Geologist	*175/hr.
Principal Engineer/Geologist/Litigation Support	400/hr.
Attorney Fees (General)	\$500/hr.
Deposition or Court Appearance	\$550/hr.
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8 Hr minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 hrs (if 4 hrs or less), 8 hrs (if more than 4 hrs and less than 8 hrs)	
Short-Notice Cancellation 4 hrs (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 hrs (upon or after arrival at jobsite)	

*Prevailing Wage (PW) California Labor Code §1720, et. Seq. add \$45/hr.

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	Quote Based on Location
Vehicle Mileage	0.75/mile

EQUIPMENT & MATERIALS

*Nuclear Density Gauge/Sand Cone Testing Equipment	\$10/hr.	Water Buffalo	\$75/ea.
*Vehicle.....	\$10/hr.	Battery-Powered Pump	\$100/day
*Special Inspection Equipment	\$5/hr.	Water Level Indicator	\$50/day
Coring Machine (concrete, asphalt, masonry)	\$285/day	Perforated 3" PVC Pipe.....	\$45/10ft.
Generator.....	\$150/day	Gravel.....	\$30/bag
Double Ring Infiltrometer	\$200/day	Sand	\$30/bag
GPS Unit.....	\$175/day	AC Cold Patch	\$30/bag
Pick-up Truck	\$150/day	Quick Set PCC Patch.....	\$30/bag
Mobile Laboratory with Lab Technician	\$1,650/day	Temp Marking Paint	\$15/can
Drive-Tube Sampler	\$60/day	Lath Bundle.....	\$100/ea.
Hand-Auger	\$50/day	Air Compressor	\$150/day
Dynamic Cone Penetrometer	\$250/day	Soil Sample Tube	\$15/ea.
Manometer	\$100/day	Percussion Hammer Drill	\$125/day
Schmidt Hammer	\$100/day		



2023 Schedule of Fees – RV23

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

LABORATORY TESTS

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold	\$220
(D698/D1557/T99/T108) 6-inch mold	\$230
(CT 216) California Impact.....	\$230
Check Point	\$100
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	\$150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	\$50
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	\$300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	\$100

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$290
(D2844/CT301) Resistance Value, Treated.....	\$295
(D1883) California Bearing Ratio	\$530
(C977) Stabilization Ability of Lime.....	\$185
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	\$105

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$135
(D4972/T289) pH Only.....	\$30
(CT417) Sulfate Content.....	\$100
(CT422) Chloride Content.....	\$55
(D2974) Organic Content.....	\$50

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall	\$270
(D5856) Permeability, Rigid Wall	\$260
(D2434) Permeability, Constant Head	\$280
(D2434) Permeability, FHA Slab-on-Grade	\$110
(D2434) Permeability, Hourly	\$55
(D2435/T216) Consolidation (6 pts. w/ Unload)	\$350
(D2435/T216) Consolidation Additional Point w/ Unload	\$65
(D4546) Swell/Compression Testing & Density.....	\$120
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	\$85
(D4546) Swell/Settlement Testing & Density (County)	\$100
(D4546) Swell/Settlement Testing & Density (FHA)	\$90
(D4829) Expansion Index of Soils	\$160

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve	\$165
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash	\$150
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash.....	\$115
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash.....	\$100
(C117/D1140/T11) Materials Finer than #200.....	\$90
(D2216/T265/CT226) Moisture Content.....	\$30
(D2487/D2488) Visual Soil Classification	\$30
(D2937) Density of In-Place Soil, Drive-Cyl. Method.....	\$45
(D4943) Shrinkage Factors of Soils, Wax Method.....	\$55
(C131/C535/CT211) L.A. Abrasion Resistance	\$200
(C142/T112) Clay Lumps and Friable Particles	\$170
(C123/T113) Light Weight Particles.....	\$245
(D3744/CT229/T210) Durability Index Fine	\$190
(D3744/CT229/T210) Durability Index Coarse.....	\$225
(CT227) Cleanness Value.....	\$170
(D4791) Flat & Elongated Particles	\$165
(D693/CT205) Percent Crushed Particles.....	\$145
(D5821) Percent. of Fractured Particles, Coarse Aggregate.....	\$140
(C40/CT213/T21) Organic Impurities	\$75
(C235) Soft Hardness (Scratch Hardness)	\$100
(C88/CT214/T104) Sulfate Soundness	\$410
(C1252/T304) Uncompact. Void Content, Fine Aggregate	\$150
(C127/CT206/T85) Coarse Specific Gravity.....	\$125
(C128/CT207/T84) Fine Specific Gravity	\$150
(D854/CT209/T100) Specific Gravity of Soil	\$150
(C29/CT212/T19) Unit Weight & Percent Voids.....	\$90
(D2419/CT217/T176) Sand Equivalent	\$110
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	\$165
(D4318/CT204/T89) Liquid Limit.....	\$95
(D4318/CT204/T90) Plastic Limit.....	\$95
(C330) Spec. for Lightweight Aggregates, Struc. Concrete	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100
(D3080/T236) Direct Shear (3 points)	\$295
(D3080/T236) Remolded Direct Shear (3 points)	\$300
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass.....	\$115
(D2850) Unconsolidated-Undrained Triaxial Shear	\$160
(D2580) Unconsolidated-Undrained Triaxial Staged	\$160
(D4767) Consolidated-Undrained Triaxial Shear	\$265
(D4767) Consolidated-Undrained Triaxial Staged	\$340
(EM1110) Consolidated-Drained Triaxial Shear	\$375
(EM1110) Consolidated-Drained Triaxial Staged	\$480



2023 Schedule of Fees – RV23

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

LABORATORY TESTS (CONTINUED)

(A370) Bend Test

- #11 Bar & Smaller..... \$50
- #14 & #18 Bar \$70

(A370) Tensile - Mechanically Spliced Bar

- #11 Bar & Smaller..... \$150
- #14 Bar & Larger..... \$190

(A370) Tensile – Electric Resist. Butt Splice w/ Control..... \$150

(A370) Straightening of bar (if required)..... \$25

Structural Steel Tests:

- (A370) Machining & Prep of Test Specimen Cost + 20%
- (A370) Tensile Strength & Elongation
 - Up to 200,000 lbs..... \$100
 - 200,000 – 300,000 lbs..... \$125
 - 300,000 – 400,000 lbs..... \$150

Pre-stressing Wire & Tendon Tests:

- (A421) Tensile Strength, Single Wire..... \$150
- (A416) Tensile Strength, 7-Wire Strand..... \$175

High Strength Bolt, Nut, & Washer Tests:

- (A325/A490) Tensile Test on Bolts \$100
- (A563) Proof Load Test on Nuts \$100
- (A325/A490) Hardness Test on Bolts \$50
- (A536) Hardness Test on Nuts..... \$50
- (F436) Hardness Test on Washers..... \$50

Weld Specimen Tests:

- (E164) Ultrasonic Examination..... Quote
- Machining & Prep of Test Specimen Cost + 20%
- (E381) Macrotech Test (3 Faces) \$355

ASPHALT TESTING

Asphalt Properties:

- (D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA \$100
- (D1560/CT366) Stabilometer Value (HVEEM) \$145
- (D2041) Theoretical Max Specific Gravity \$145
- (D5444) Sieve Analysis of Extracted Asphalt..... \$150
- (D6307/CT382) Percent Asphalt, Ignition Method \$150
- (D1188) Unit Weight of Asphalt Core..... \$65

MISCELLANEOUS TESTING SERVICES

- Emulsion..... \$300
- Wet Track Abrasion \$175

Calibration of Hydraulic Ram:

- 100 Ton & Under..... \$200
- 101 Tons – 200 Tons..... \$300

Use of Universal Testing Machine:

- UTM with One Operator \$320
- Additional Technician..... Regular Tech Rate

Spray Applied Fireproofing:

- (E605/E736) Fireproofing Oven Dry Density/Thickness..... \$90

MASONRY**

Concrete Block Test (Sets of 3 Required):

- (C140) Unit Weight Moisture Content & Absorption \$195
- (C140) Moisture Content/Absorption (ea. addtl. specimen) \$65
- (C140) Compression Test..... \$195
- (C140) Compression Test (ea. addtl. specimen) \$65
- (C426) Linear Drying Shrinkage \$285
- (C109/UBC 21-16) Mortar Cylinder (2"x4") \$30
- (C942) Grout Prism (3"x3"x6"), trimming included..... \$35

Masonry Prism (Assemblage):

- (C1314) 8"x8"x16" – 8"x12"x16" \$200
- (C1314) 8"x16"x16" – 10"x12"x16" \$225
- (C1314) 12"x12"x16" – 12"x16"x16" \$250
- (C1314) Larger than 12"x16"x16" Quote

Brick Test (Set of 5 Specimens):

- (C67) 24-Hour Absorption, Cold Water..... \$225
- (C67) 5-Hour Absorption, Boiling Water..... \$225
- (C67) Compression Test or Modulus of Rupture..... \$255
- (C67) Each Additional Specimen..... \$45

CONCRETE**

Mix Designs:

- (ACI211/ACI214) Concrete Mix Design \$350
- (ACI211/ACI214) Review of Concrete Mix Design \$350
- (C192) Concrete Trial Mix (includes equipment & labor) \$495

Concrete Properties:

- (C39/CT521/T22) Comp. Strength, Concrete Cyl..... \$30
- (C42/CT521/T22) Comp. Strength, Concrete/Gunite Core..... \$60
- (C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam..... \$165
- (C174) Length Measuring of Drilled Cores \$75
- (C1140) Shotcrete Panel-Coring & Testing (Set of 3) \$290
- (C1140) Shotcrete Panel (each addtl. specimen)..... \$90
- (C496) Static Modulus of Elasticity..... \$200
- (C496) Drying Shrinkage (Set of 3, up to 28 days)..... \$395
- (C642) Spec. Gravity, Absorp., Voids in Hardened Concrete..... \$95
- (F1869) Moisture Vapor Emission Rate, Concrete Subfloor..... \$50

*2X Surcharge on rush turn-around for laboratory testing.
**Fee applies for sample storage, testing, or disposal.



2023 Schedule of Fees – RV23

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *Sampling and testing are conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*
3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is based on the local costs per day when location of work dictates.*
4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein.*
5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent, and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*
6. *Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*
7. *Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

ITEM 12C

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: Support for CV Sync Traffic Engineering Services

Contact: Kris Gunterson, Transportation Program Manager (kgunterson@cvag.org)

Recommendation: Authorize the Executive Director to execute a contract with HR Green Pacific, Inc. for a not to exceed amount of \$300,000 annually to provide on-call traffic engineering services for the CV Sync program, for a period of one year with an option for three additional one-year agreements

Background: CV Sync is an innovative project and approach to improving how residents and visitors travel in the Coachella Valley. The project consists of upgrading existing traffic signal controllers and revolutionizing the way traffic is managed by using the latest technologies to coordinate traffic on major roadways. The project is being constructed in phases. The first phase construction is now complete and includes Highway 111, Ramon Road, and Washington Street. The second phase includes 19 additional roadways, with two more roadways included in a third phase. Ultimately, the project will span over 120 corridors and include more than 550 traffic signals in the Coachella Valley

CV Sync consists of upgrading the local agencies' existing legacy traffic signal controllers, traffic management systems, and communication systems to provide inter-agency traffic signal synchronization. The project improvements include advanced traffic management systems, advanced transportation controllers, selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as integrated corridor management, smart cities, and connected and autonomous vehicles.

The project has already implemented a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance. Testing of equipment is ongoing. CVAG and each participating jurisdiction have agreed that CVAG will be responsible for the management of the traffic signal synchronization, ITS, and transportation management programs. CVAG and the participating agencies are developing detailed protocols for operation and maintenance of the entire system through the project Transportation Systems Management and Operations (TSMO) committee.

Having on-call traffic support is not uncommon in jurisdictions that manage traffic signals. With Phase I now wrapped and Phase II construction underway, CVAG staff has identified the need for professional traffic engineering services to establish a pro-active approach to resolving traffic-related issues and assist CVAG and the participating agencies in testing the equipment as part

of this extended construction period. A Request for Qualifications (RFQ) was properly advertised and posted on August 31, 2023. Statements of Qualifications were received by the September 28, 2023, submittal deadline from the five firms listed below. CVAG staff evaluated them on October 18, 2023.

Consultant	Location
HR Green Pacific, Inc.	Palm Desert, CA
Kimley-Horn and Associates, Inc.	Palm Desert, CA
Michael Baker International, Inc.	Palm Desert, CA
TKE Engineering, Inc.	Riverside, CA
Traffex Engineers, Inc.	Ventura, CA

HR Green Pacific, Inc. received the highest ranking from the evaluation committee. The consultant is an established engineering consultant with offices in 12 states, including a local office in Palm Desert. The consultant has performed similar services for several cities across the Coachella Valley and the region. Their proposed subconsultants also provide similar services to several of CVAG member jurisdictions.

Staff is recommending the Executive Director be authorized to execute a contract with HR Green Pacific for one year, with an option for three additional one-year agreements. Given the firm's other work in the desert, the contract will require HR Green Pacific to notify CVAG in writing whenever their work on CV Sync may create a conflict of interest with their projects in member jurisdictions. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution.

Fiscal Analysis: The recommended contract with HR Green Pacific is for an amount not to exceed \$300,000 annually. Payments would be paid on a time-and-materials basis.

There is regional transportation funding available in this year's budget to cover the anticipated costs. It also would be incorporated into CVAG's future fiscal year budgets.

Attachments:

1. HR Green Pacific, Inc. Statement of Qualifications and Hourly Rates:
<https://cvag.org/pdf/cvsync/HRGreen.pdf>
2. Services Contract with HR Green Pacific, Inc.

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
HR GREEN PACIFIC, INC.

THIS AGREEMENT is made and effective as of **4th day of December 2023** between **the Coachella Valley Association of Governments** ("CVAG") and **HR Green Pacific, Inc.** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **January 1, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 31, 2024** unless sooner terminated or extended pursuant to the provisions of this Agreement; and including an option to extend for an additional three one-year terms for a total of four years. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

Consultant shall notify CVAG's Project Manager in writing whenever during the term of the Agreement there is a conflict of interest with a project in a member jurisdiction.

2. SERVICES

Consultant shall perform **PROFESSIONAL TRAFFIC ENGINEERING SERVICES** consistent with the provisions of the Request for Proposals for the proposed **PROFESSIONAL TRAFFIC ENGINEERING SERVICES**, released on August 31, 2023, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein 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 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

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 annual sum of Three Hundred Thousand dollars (**\$300,000.00**) without a written amendment.

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

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

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review 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 \$1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include 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, Suite 100
Palm Desert, CA 92260

To Consultant: Tim Jonasson, PE
HR Green Pacific, Inc.
44651 Village Court, Suite 123
Palm Desert, CA 92260

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.

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

HR GREEN PACIFIC, INC.

By: _____
David Maxwell, Partner-In-Charge

EXHIBIT "A"
SCOPE OF WORK

Project Understanding and Approach

Project Phasing and Understanding

The CVAG Regional Traffic Signal Synchronization Project (CV Sync) is divided into four phases:

- ▶ Phase I improvements consist of upgrades to three (3) primary corridors (Highway 111, Washington Street, and Ramon Road) with installation of CVAG's Regional Traffic Management Center (RTMC), back-up Traffic Management Centers (Cities of Cathedral City and La Quinta), and Traffic Operation Centers (TOC) for each local agency.
- ▶ Phase II improvements are built upon the backbone of Phase I improvements and consist of upgrades to 21 corridors throughout the Coachella Valley.
- ▶ Phase III improvements consist of upgrades to one (1) corridor, Varner Road/Avenue 42, which runs parallel with Interstate 10 (I-10) freeway for almost the entire length of the Coachella Valley. It is envisioned that this corridor will be used as the primary route to detour traffic if the I-10 is closed for future construction or emergency purposes.
- ▶ Phase IV improvements consist of upgrades to the remaining corridors throughout the Coachella Valley.

NOTE: Figure 1 contained in the Traffic Signal Timing Parameters Guidelines report prepared by Advantec identifies the streets to be included in the various phases of the CV Sync project. If the phasing has been modified, HR Green's team will need to be updated before work on the traffic signal synchronization project is initiated.



Project Approach

Phase I - Traffic Flow Improvements

PROGRAM/PROJECT MANAGEMENT

Our Program/Project Manager, Tim Jonasson, PE, will be responsible for overall project coordination and bi-weekly progress reporting to CVAG's project manager as requested in the RFQ. Tim will also be lead for any additional traffic engineering services requested by CVAG in support of CV Sync and is available for project kick-off and update meetings as well as any public meetings as needed for the project.

CVAG's CV Sync project will be judged by how smoothly traffic flows as the project completes Phase I and moves into Phase II. To ensure that traffic flows smoothly as each corridor is fitted with new controllers and connected to the Traffic Operations Centers, HR Green's team will:

- ▶ Have Nazir Lalani drive the corridors in Phase I beginning with Hwy 111 to identify where drivers are running into red signals which interrupt their smooth travel flow down the corridor in each direction. This will have to be done for all four patterns in operation on the Phase I corridors which are as follows:
 - Pattern 1: AM Peak
 - Pattern 2: Mid-Day
 - Pattern 3: PM Peak
 - Pattern 4: Weekends
- ▶ Identify adjustments to offsets and phase sequences and communicate them in real time for the pattern in operation to Jim Forbes who will download the timing changes from the CVAG Traffic Operations Center (with CVAG and Advantec's concurrence) so that the changes can be immediately tested by Nazir Lalani to make sure they are accomplishing smooth traffic flow in both directions. The changes will then be implemented in all four patterns and assessed to make sure smooth traffic flow is being experienced by drivers. This step is critical to providing smooth traffic flow. Experience shows that software used to generate traffic signal timing plans based on traffic counts is reasonably accurate

at determining cycle lengths and splits for each phase, but it does NOT provide accurate offsets and phase sequencing.

- ▶ To provide smooth traffic flow along major corridors such as Washington Street, it will be important to use the same cycle length through these heavily traveled corridors. Changing cycle lengths during specific patterns can be highly disruptive to traffic flow, and this includes operating traffic signals at half cycle lengths.

TRAFFIC ENGINEERING SERVICES

HR Green has vast experience with traffic engineering studies including speed studies, traffic signal warrant evaluations, intersection traffic control evaluations, corridor studies, traffic conflict studies, traffic safety studies, sub-area transportation planning studies, noise studies, access management studies, and more. Our team also has extensive experience with traffic signal system and fiber optic interconnect design, ITS system planning and design for corridors and regional networks. With Traffex Engineering and Forbes Traffic Solutions on our team to provide the local knowledge of the current system and hands-on traffic operations, our team will provide CVAG with the comprehensive set of traffic engineering services sought with this project.

The following includes our approach to the major work items identified in the RFQ.

Intersection and Corridor Concept / Feasibility Studies

As a part of our traffic and planning studies, we often develop concept designs that consider potential changes to vehicular lanes, shoulders, lane widths, median widths, street parking changes to incorporate bicycle lanes, improved sidewalks, enhanced pedestrian features, curb extensions, and/or transit facilities. Many of our studies include transit facilities, and HR Green is familiar with close coordination with local transit authorities. To best accommodate bicycle lanes and transit stops along a corridor, concepts such as floating transit islands (bicycle lane transitions behind the transit stop) or combined transit stop / bicycle lane spaces are often explored.

Developed concepts will be reviewed for consistency and connection to the existing and proposed pedestrian and bicyclist networks in the study vicinity. Pedestrian crossing enhancements, including pavement markings, signage,



warning beacons, and/or signalization, will be reviewed as a part of the concept development. Key intersections will be reviewed for opportunities for safe turning movements for bicycle traffic, particular when bicyclists need to turn left across major streets.

Estimated costs are developed for the concepts and can be used for cost-benefit analyses between alternative concepts. Each of the concept plans will include typical cross sections, representative renderings, photos of similar improvements from other agencies, and associated fact sheets to help communicate the differences between the alternatives to the stakeholders and the public.

Multi-modal Corridor Studies

Our corridor study process starts with collaborating with City staff to understand current and future land use, public utility planning, and other community plans that may inform the corridor being studied. Our corridor studies typically include detailed traffic operations analysis, access management reviews, future cross section needs, and system safety improvement opportunities. Our studies include identification of safe accommodations for pedestrians and bicyclists along and across the corridor, matching the facility type to the context of the corridor and aligning with future routes in City master plans.

Intersection Studies

Our intersection studies typically include life cycle cost analyses, such as comparing traditional 4-leg intersections to roundabout intersections, to help our clients better understand the long term safety and maintenance benefits of proposed improvements. Our traffic engineers work closely with our design team to develop concept level intersection improvement plans, understand right of way needs, and reliable conceptual cost opinions.

TRAFFIC DESIGN PLANS & COST OPINIONS

Traffic Signals & Communication Systems (Fiber Optic and Wireless)

HR Green has vast experience with traffic design including traffic signal systems including new intersections, modifications, and/or replacements. Our traffic signal system design often includes communication systems to interconnect adjacent traffic signals or to provide communication back to a central management system, using fiber optic systems or wireless equipment. Our team regularly attends conferences and training to stay on top of emerging technology and will bring these ideas to our relationship with the City for potential implementation where it makes sense.

Our traffic signal design process typically includes early review of utility structure deficiencies or impacts, traffic signal constructability issues, and detailed field reviews (including getting into every existing handhole) to understand exactly what the existing constraints and conditions are to compare to any as-built plans that are available.

The traffic signal design includes the location of poles, handholes, cabinets (signal controller and/or fiber hub), vehicle detection, conduit, fiber optic interconnection, power coordination, lighting, signage, pedestrian and bicyclist detection, and other associated components. When designing the vehicle detection systems, we will work closely with City staff to understand any opportunities to place the detection for current or future adaptive signal control or automated traffic signal performance measures implementation.

Accessible Curb Ramps

We understand the importance of providing accessible routes through the intersections or along the streets we work on. Knowing the limitations of construction, especially in constrained locations, we look to design accessible paths with as much tolerance as possible rather than designing to minimum and maximum design values. At signalized intersections, the curb ramp design is closely coordinated with the pedestrian pushbutton design to meet all local and PROWAG guidance.

Signing & Striping Plans

Traffic signage and pavement markings, including bicycle and crosswalk markings, will be coordinated with the City's marking and crosswalk policies for consistency and



coordination with long-term maintenance constraints in mind. Traffic signage and pavement markings are a key asset for the transportation network and are becoming increasingly important with the onset of connected and automated vehicles.

Intelligent Transportation Systems (ITS) & Traffic Management Center Design

HR Green has completed Intelligent Transportation System (ITS) Master Plan projects using the systems engineering process to identify system requirements and satisfy federal aid requirements. Our team has completed systems engineering documentation for several adaptive signal control and automated traffic signal performance central management systems for our clients. As a part of those projects, we assisted our clients through the development of an RFP and selection process for the actual system, as well as providing the design and oversight for the signal detection and communication systems to go along with the new management software. We are also familiar with emergency vehicle preemption systems and transit signal priority systems that are incorporated into traffic signal systems.

TRAFFIC CAPACITY ANALYSES

HR Green owns and maintains an inventory of traffic counting equipment including intersection turning movement count boards, Miovision camera systems, radar units for speed data collection, and GPS loggers for travel time data collection. This equipment is easily deployed for project data collection needs when our clients need it. HR Green also has previous experience with multiple traffic

data collection specialty firms that can be leveraged on large projects. We also have experience obtaining traffic data from big data sources, like the StreetLight Data platform.

Our Traffic Engineers have vast experience and receive regular training on analysis software packages like Synchro/SimTraffic, VISSIM, VISTRO, Highway Capacity Software (HCS), Sidra, Rodel, and others. HR Green employs five individuals carrying the Professional Traffic Operations Engineer (PTOE) certification, all with considerable experience with intersection capacity analysis and review.

Our studies typically include analyzing existing, opening year, and design year traffic operations using Synchro/SimTraffic or VISSIM for key intersections incorporating traffic signal timing plans obtained from the City for existing conditions. Design year traffic signal timings will be optimized using the software. Measures of effectiveness including vehicular delay, level-of-service, and queue length will be obtained and documented in tabular and exhibit formats.

Pedestrian / Bicyclist Level of Service

In addition to comparing vehicular traffic operations, we will also develop pedestrian and bicyclist level of service measures, as outlined in the Highway Capacity Manual, to compare pedestrian and bicyclist service measures (such as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience) between existing conditions and proposed concepts.

GRANT APPLICATIONS

We routinely assist our clients in both identifying and securing outside financial resources and navigating clients through the regulatory and administrative requirements that accompany these funding sources. We have completed numerous grant applications including the associated cost/benefit analysis dating back to the TIGER grants created under the Obama Administration and have successfully assisted our clients in attaining the necessary funding to advance projects through construction.

PUBLIC TRANSIT SERVICE FEASIBILITY/ MODIFICATION STUDIES

HR Green understands that part of the services include the preparation of public transit service feasibility and modification studies, as well as respond to data and other requests from Caltrans, CV Sync participating agencies, Riverside County Transportation Commission, Riverside County, SunLine Transit and others.

Our subconsultant, Nazir Lalani, PE, has the following experience related to transit services internationally as well as in the U.S.A.:

- ▶ Implementing the Pedestrian and Bus Transit Priority Corridor on Oxford Street from Marble Arch to Tottenham Court Road in Central London including before and after studies.
- ▶ Implementing exclusive bus only lanes on the most congested corridors in Central London.
- ▶ Implementing the 16th Street Transit Mall in Downtown Denver which involved reversing one-way streets and extensive redesign of traffic signals and other traffic control devices.
- ▶ Assisting SunLine Transit Agency to locate bus stops at various locations in La Quinta to optimize vehicle and bus passenger/pedestrian safety.
- ▶ Representing the City of Ventura and the County of Ventura at Unmet Transit Needs hearings at the Ventura County Transportation Commission meeting in Camarillo, California.
- ▶ Presented webinars entitled “Designing Street Facilities for Better Bus and Light Rail Transit” for the American Society of Civil Engineers which includes a review of Bus Rapid Transit projects implemented in Los Angeles.



Jim Forbes has experience in programming Econolite traffic signal controllers for Transit Signal Priority/Signal Control and Prioritization (TSP/SCP) corridors and is confident that he will be able to implement TSP/SCP timing in the Intelight controllers should CVAG decide to implement such treatments along high-volume corridors in the Coachella Valley.

SIGNAL, STOP SIGN, TURN LANE WARRANT STUDIES

Our intersection studies include the review of NCHRP turn lane warrants and MUTCD traffic signal warrants and all-way stop warrants to help identify the needed geometric and traffic control improvements.

SPEED STUDIES

HR Green performs speed studies for study corridors using the NCHRP 17-76 methodology, USLIMITS2 software, and the "A Model for Setting Credible Speed Limits in Urban Areas" article published by ITE. Inputs for the various tools include number of lanes, adjacent context, number of access points, presence of on-street parking, crash data, presence of pedestrian and bicyclist facilities, current operating speeds, daily traffic volume, and more. As we found with our recent corridor studies, the combination of the three tools prove to be a useful and well-documented process to recommend an appropriate speed limit.

REGIONAL TRAFFIC MANAGEMENT CENTER MONITORING/OPERATIONS

Traffex and Forbes Traffic Solutions will support CVAG staff with traffic operations and traffic signal synchronization services. With their experience and knowledge of the CV Sync system, they are ready to get started immediately to resolve any existing traffic operations issues and will provide the on-going support for the new and expanded corridors as they are added to the overall system through this project.

CITIZEN REQUEST ASSISTANCE/TRAFFIC CALMING REVIEW & STUDIES

HR Green will work with CVAG and the member communities to understand current citizen request processes as well as any established neighborhood traffic calming policies or guidelines. Depending on the specific request or situation, the previously described warrant, capacity, and or safety studies will be used analyze the collected data and work with CVAG and the member communities through the specific developed citizen feedback loop procedures. We have experience with the planning and design of a variety of horizontal deflection/narrowing and vertical deflection traffic calming solutions.

DEVELOP/PRESENT EDUCATION & SAFETY TRAINING

HR Green will collaborate with CVAG and the local agencies to understand the needs and opportunities for specific traffic operations and safety training programs that could be delivered through a combination of in-person and virtual training sessions with supporting documentation and visuals.

EXHIBIT "B"
PRICE FORMULA

HR Green Billing Rate Sheet

Professional Services

Billing Rate Range

Principal	\$215- \$350
Senior Professional	\$210- \$320
Professional	\$150- \$220
Junior Professional	\$100- \$150
Senior Technician	\$135 - \$175
Technician	\$80- \$140
Senior Field Personnel	\$155- \$225
Field Personnel	\$90- \$170
Junior Field Personnel	\$95- \$145
Administrative Coordinator	\$75-\$125
Administrative	\$75- \$110
Corporate Administration	\$95- \$150
Operators/Interns	\$70- \$125

Subconsultants

Traffex Engineers, Inc.	\$185
Forbes Traffic Solutions, Inc.	\$150

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

NOTE: Rates are subject to change annually. The amount will be determined by cost increases to provide these services and will average approximately 3%.

ITEM 12D

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: CV Sync Phase III and additional Environmental and Engineering Services along Varner Road

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

Recommendation: Authorize the Executive Director to:

- 1. Execute an engineering services contract with Dokken Engineering for a total not-to-exceed amount of \$5,148,209, including contingency, for work along Varner Road to include CV Sync Phase III design and engineering and a feasibility study of an Interstate 10 bypass;**
- 2. Negotiate and execute reimbursement agreements with the local jurisdictions for costs related to the I-10 bypass**

Background: CVAG is currently working with its member jurisdictions on a regional signal synchronization program known as CV Sync. Phase I of CV Sync addressed the top three prioritized corridors from the project's Master Plan, which were Highway 111, Ramon Road and Washington Street. Phase I construction was completed at the end of June 2023.

In April 2018, the CVAG Executive Committee expanded CV Sync for Phase II, which focused on the next 18 top-ranked corridors:

Monterey Avenue	Gene Autry Trail	Country Club Drive*
Cook Street	Date Palm Drive	Monroe Street
Palm Drive	Indio Boulevard	Avenue 48
Bob Hope Drive*	Jefferson Street	Sunrise Way
Fred Waring Drive*	Palm Canyon Drive	Indian Canyon Drive
Dinah Shore Drive*	Vista Chino*	Jackson Street

While these corridors cross every jurisdiction in the Coachella Valley, some streets are noted with an asterisk because this regional project does not include work in the City of Rancho Mirage.

At the time that final plans progressed on Phase I and preliminary design began on Phase II, staff from CVAG's member jurisdictions were reviewing the project as part of the Technical Transportation Advisory Sub-Committee (TTAS). The TTAS members made the case that four additional corridors should be added to Phase II. Development of intelligent transportation system (ITS) technology on these four additional corridors – Portola Avenue, Avenue 50, Avenue 44 and Varner Road/Avenue 42 – would largely complete the regional network that the individual jurisdictions currently manage. At its February 22, 2021 meeting, the Executive Committee authorized environmental studies and engineering design for Portola Avenue, Avenue 50 and

Avenue 44. Avenue 50 was authorized for construction in Phase II of CV Sync by the Executive Committee at its April 24, 2023 meeting, bringing the total corridors under construction to 19 corridors

Staff is now recommending that CVAG launch Phase III of CV Sync by working on Varner Road's engineering and design. In addition to CV Sync related improvements, staff is recommending a feasibility study be completed to effectively design Varner Road as a bypass to Interstate 10.

Varner Road is primarily a two-lane roadway with its own history of flooding and logistical problems. And it proved to be a critical route after Tropical Storm Hilary struck the Coachella Valley with an unprecedented destructive force in August 2023. Several member jurisdictions declared a state of emergency, dozens of roads were closed across the region, and Interstate 10 was shut down in both directions at several locations. Thousands of cars and trucks were detoured from the highway and onto a bypass route that extended from Washington Street to Palm Drive in Desert Hot Springs by utilizing Varner Road. The importance of having routes like this was also highlighted by Shailen Bhatt, the Federal Highway (FHWA) Administrator, during the keynote address at the Intelligent Transportation Society of California's Annual Conference on October 17, 2023 in Anaheim. The presentation highlighted the need for safe and efficient bypasses to the Interstate Highway System, particularly when incidents and natural disasters occur.

CVAG staff advertised a Request for Proposals (RFP) on September 19, 2023 for Professional Engineering and Intelligent Transportation Systems Engineering for Varner Road improvements. RFP proposals were due by October 31, 2023. Four engineering firms submitted proposals: Albert A. Webb Associates, Dokken Engineering, Kimley Horn Associates Inc. and Michael Baker International.

A Selection Committee was assembled to review the proposals. The Committee included CVAG, Riverside County, Caltrans District 8 and the cities of Cathedral City and Palm Desert. The Committee scored the proposals and selected the top two consultant teams to be interviewed. The Committee interviewed Dokken Engineering and Michael Baker International on Wednesday, November 15, with Dokken Engineering being the consensus choice for contract negotiations. Discussion over the scope and cost proposal were completed on Friday, November 17.

Staff is now recommending the Executive Director be authorized to execute a contract with Dokken. Staff is also recommending the Executive Director be authorized to negotiate and execute reimbursement agreements with local jurisdictions, including the County of Riverside and the Cities of Indio and Cathedral City, for work related to the I-10 bypass and feasibility study. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution.

CV SYNC Phase III Improvements will extend along a 22-mile stretch of Varner Road and will be fully designed with final Plans, Specifications and Cost Estimate (PSE) Package(s) as well as construction and implementation support provided. Final PSE is scheduled to be completed in March 2025.

The Varner Road improvements, which extend from Palm Drive to Avenue 42, will be evaluated from a traffic safety and capacity perspective with development of design alternatives to present solutions to the existing drainage issues. The proposed improvements needed to allow Varner Road to serve as the de-facto bypass to I-10 during emergency/incident management events will be carefully evaluated with potential projects, impacts, and costs to be summarized in a Varner Road Improvements Feasibility Study. A partnership with Caltrans in developing an Integrated

Corridor Management Plan will be a key component of the overall strategy to bypass Interstate 10. In addition, the Dokken team will work closely with on-going design work by CVAG and its Flooding and Blowsand project as well as design work underway in Cathedral City along Varner Road. The feasibility study is scheduled to be completed in May 2025.

Fiscal Analysis: Dokken Engineering's proposed cost to prepare final PSE and support through construction for CV Sync Phase II, combined with a Feasibility Study for enhancing the safety and efficiency of Varner Road as a de facto bypass to I-10, is \$4,680,190. This was significantly lower than the bid from the second-ranked firm.

A substantial amount of this cost is related to the civil engineering required for a I-10 bypass concept. The feasibility study will require significant hydrology and preliminary engineering. CVAG staff is in discussions with local jurisdictions, including the County of Riverside and the Cities of Indio and Cathedral City, to address the local cost share.

Staff is recommending a 10% contingency of \$468,019, bringing the total contract cost would be \$5,148,209. Regional transportation funding is available for this project.

Attachments:

1. Dokken Engineering Proposal: <https://cvag.org/pdf/cvsync/Dokken.pdf>
2. Engineering Services Contract
3. Location Map

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

DOKKEN ENGINEERING

THIS AGREEMENT is made and effective as of December 4, 2023 between the Coachella Valley Association of Governments ("CVAG") and Dokken Engineering ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **December 4, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **May 31, 2025**, unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **PROFESSIONAL ENGINEERING, TRAFFIC ENGINEERING, AND ITS SYSTEMS ENGINEERING SERVICES** consistent with the provisions of the Request for Proposals for the proposed **CV SYNC PHASE III AND VARNER ROAD IMPROVEMENT (VARNRR/AVENUE 42) PROJECT**, released on September 19, 2023, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein 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 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 (Consultants Proposal)

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 **\$5,148,209** without a written amendment.

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

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

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review 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 \$2,000,000 per occurrence, \$4,000,000 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, Suite 100
Palm Desert, CA 92260

To Consultant: Michael Greer, Project Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108

19. ASSIGNMENT/PERSONNEL

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

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 Klemunes, President

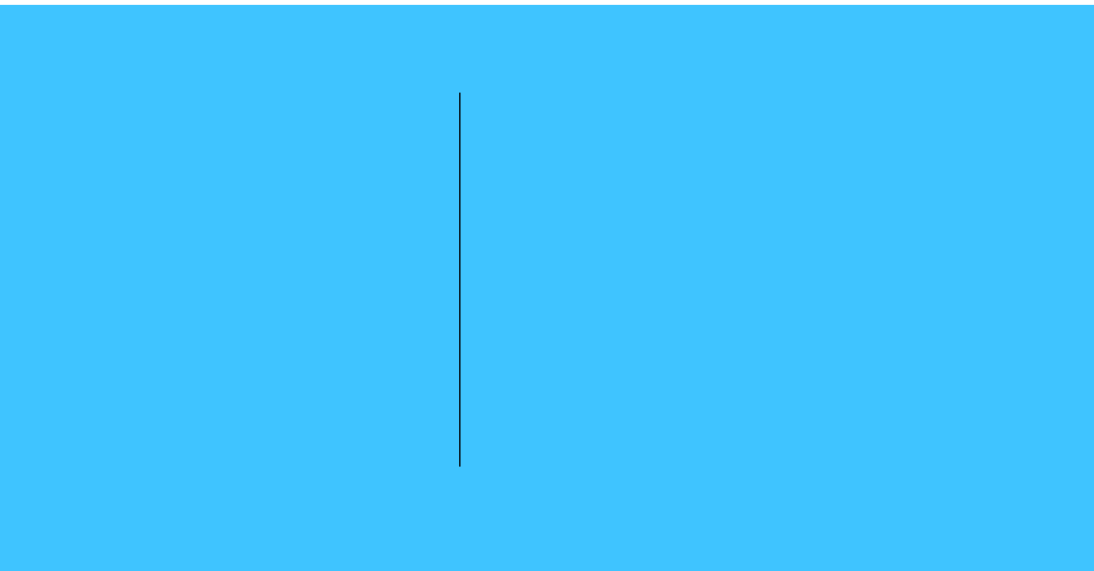
EXHIBIT "A"
SCOPE OF WORK



CVAG



5. WORK PLAN



5. WORK PLAN

PROJECT UNDERSTANDING

Our Dokken Engineering Team has thoroughly evaluated CVAG’s RFP for Professional Engineering, Traffic Engineering, and ITS Systems Engineering Services for CV SYNC Phase III and Varner Road Improvements Feasibility Study. We attended the pre-proposal meeting and have thoroughly read through the Addendum, dated October 17, 2023, to understand the project needs and goals. We understand that the CV SYNC Phase III Improvements, with 22-mile limits as described in the next section, shall be fully designed with final PS&E Package(s) as well as construction and implementation support provided. We also understand that the Varner Road Improvements, along the 18-mile corridor from Palm Drive to Avenue 42, are to be evaluated from a traffic safety and capacity perspective with development of design alternatives to present solutions to the existing drainage issues. The proposed improvements needed to allow Varner Road to serve as the de-facto bypass to I-10 during emergency/incident management events will be carefully evaluated with potential projects, impacts, and costs to be summarized in a Varner Road Improvements Feasibility Study.

PROJECT UNDERSTANDING – CV SYNC PHASE III IMPROVEMENTS AND ICM EVALUATION

Dokken Engineering has teamed with ADVANTEC, who has been working with CVAG and their stakeholders since 2016 to provide planning, design, signal timing/synchronization, construction support, and post-construction support as part of the CV SYNC Phase I and Phase II Projects. In addition, ADVANTEC provided preliminary analysis on the Phase III – Varner Road/Avenue 42 Corridor during the planning phase of the program. They are currently working with CVAG preparing the System Operations, System Maintenance, and System Management Manuals to support the CV Sync Program.

CV Sync Phase III Project – The CV Sync Phase III proposed improvements are along Varner Road from Palm Drive to Avenue 42, and Avenue 42 from Varner Road to Golf Center Parkway. The total corridor length is approximately 22 miles with a total of 23 traffic signals. Segments of the corridor are owned and maintained by the City of Cathedral City, County of Riverside, Caltrans, and the City of Indio. It is anticipated that the CV SYNC Phase III Project will follow the same planning, design, implementation, and operations as the Phase I and Phase II Projects that were delivered by ADVANTEC, with the exception that this Phase III Project will be managed by Dokken Engineering. The ITS field technologies including QFree advanced traffic controllers (ATC), Bosch Closed Circuit Television (CCTV) System, Daktronics Changeable Message Signs (CMS), Iteris Video Detection System (VDS), C-V2X Yunex Roadway Side Units (RSUs), Acyclica Wi Fi/Bluetooth Arterial Management System (AMS) will be incorporated as part of the CV SYNC Phase III Project. In addition, a fiber optic/wireless secured communication system will be designed and will be integrated to the Phase I and Phase II communication network via proposed and existing communication hubs that will be connected to the Regional Traffic Management Center (RTMC), Cities Traffic Operations Center, (TOCs), County of Riverside TOC, and Caltrans District 8 TMC using the CV Sync workstation. Consistent with the approach to Phase I and Phase II of CV SYNC Projects, the planning and design phases will assume the use of wireless communications through tribal nation lands to avoid ground disturbance. These field elements will be connected to QFree Kinetic Mobility, Genetec Video Management System, and Eximus Asset Management Software. We will include other facilities to be part of the CV SYNC Phase to support management of Special Events at the Acrisure Hockey Arena; connectivity to City of Rancho Mirage Public Works Yard; and connectivity to the California Highway Patrol facility. In order to provide a reliable wireless communication network, our team recommends providing backhaul communication radios at the roof of the Agua Caliente Casino in the City of Rancho Mirage and Fantasy Springs Casino in the City of Indio and connect it to the proposed wireless communication system along Varner Road and Avenue 42 to the CV SYNC RTMC. Our proposed approach will also allow the Agua Caliente and Cabazon Band of Mission Indians Tribal Nations to be major stakeholders of the CV SYNC Program. We will

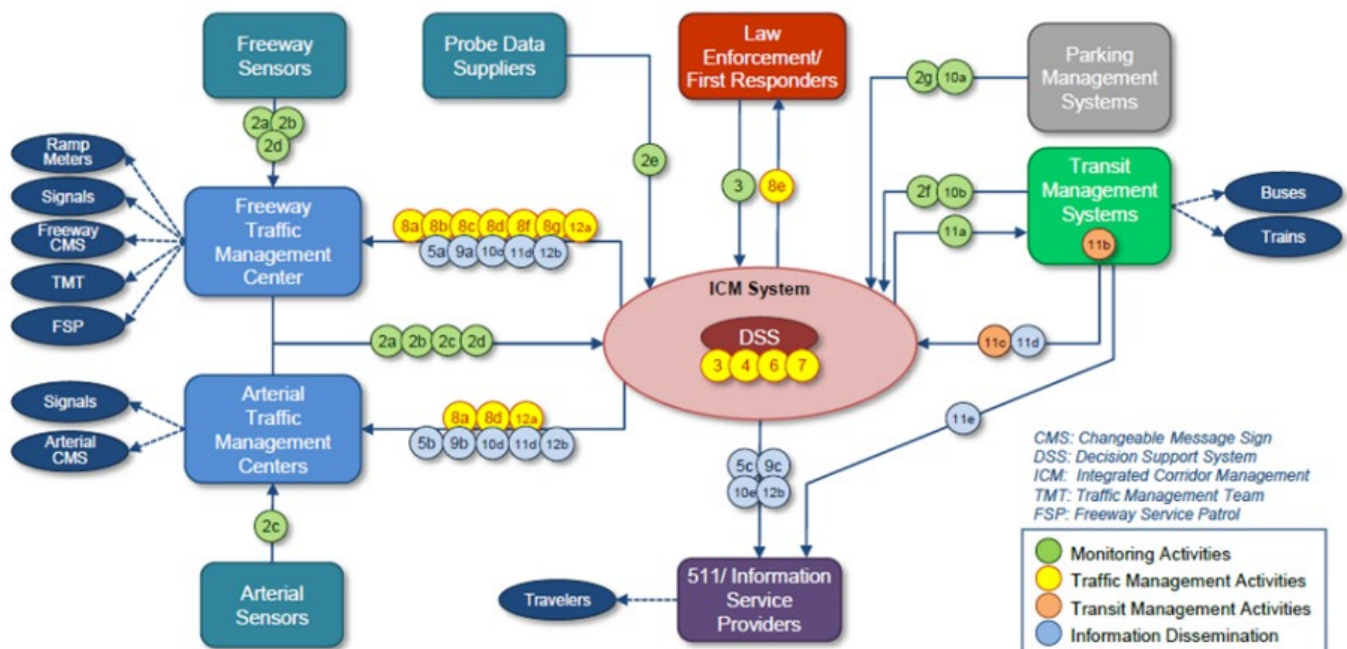


provide all the necessary planning, design, and project implementation support as described in our Work Plan. Our team anticipates the proposed communication system for CV SYNC Phase III improvements as shown in the table below.

CV SYNC PHASE III PROPOSED CORRIDOR COMMUNICATIONS SUMMARY TABLE

Additional Corridors	Corridor Limits	Proposed Communication Improvements
Varner Road	From Palm Drive to Ramon Road	Wireless Communications
Varner Road	From Ramon Road to Avenue 42	Fiber Optic Communications
Avenue 42	From Varner Road to Golf Center Drive	Fiber Optic Communications
Golf Center Drive	From Avenue 42 to I-10 Freeway	<i>Potentially Not-a-Part of the Phase III Project</i>

INTEGRATED CORRIDOR MANAGEMENT (ICM) FIGURE



Integrated Corridor Management (ICM) – CVAG wants to evaluate a potential ICM System in the Coachella Valley that will provide connectivity to Caltrans District 8 that will allow real-time coordination and management of major non-recurring events (e.g., accidents, weather events, etc.) along the I-10 freeway and provide travel time messages and detour routes to motorists to properly exit the I-10 freeway and take the Varner Road/ Avenue 42 Corridor or other CV Sync Corridors; and allow motorist to get back safely to the I-10 freeway after the incident area. The ICM component will be evaluated along Varner Road from Palm Drive to Avenue 42, and Avenue 42 from Varner Road to Golf Center Parkway.

At this time, we are anticipating that the segment along Golf Center Drive from Avenue 42 to the I-10 interchange is not included; but it is recommended for the planning, design, and integration of an Integrated Corridor Management (ICM) with Caltrans District 8. The Golf Center Drive Corridor was not a Phase I or Phase II Corridor, but it was ranked No. 25 as a Priority Corridor in the Coachella Valley (based on the approved ITS Master Plan Priority Corridors Chapter).

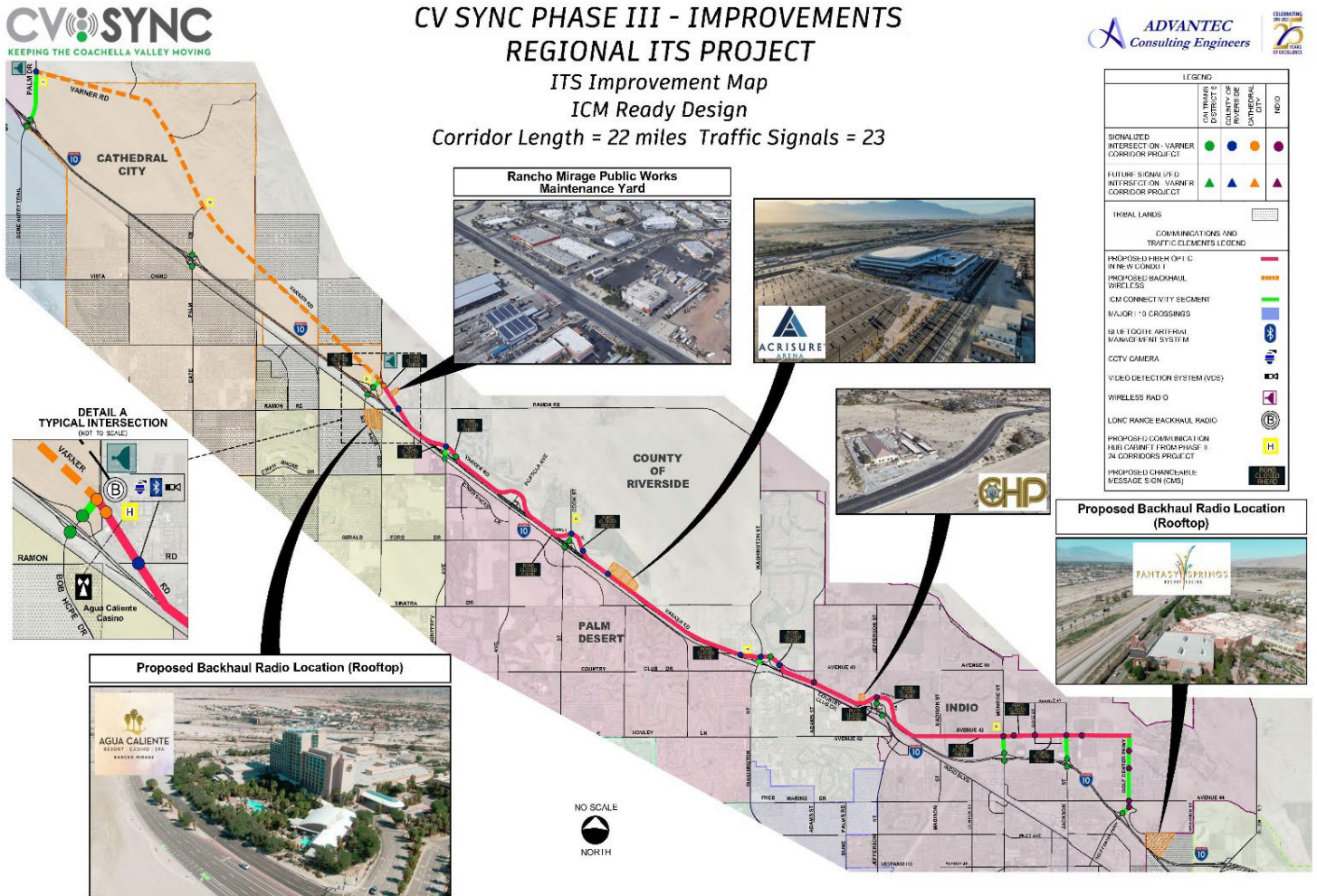


Other connectivity points from Varner Road/Avenue 42 to the I-10 freeway (e.g., Monterey Avenue, Cook Street, Jefferson Street, etc.) are not part of the CV Sync

Phase III Project but will be included as part of the ICM evaluation phase. These interchanges were part of CV Sync Phase I and Phase II Projects and the CV Sync technologies and fiber optic/cellular/wireless communications will be in placed prior to construction of the Phase III improvements. The ICM Phase will require coordination with Caltrans and the corresponding jurisdictions. Current TPPS projects will be evaluated for potential incorporation into any concept level roadway improvements tied to the ICM Phase. We anticipate that the ICM related roadway and traffic signal improvements will be presented at **concept design level**. Our team will provide an ICM Concept-of-Operations (ConOps), Incident Scenarios, Exhibits, and ICM Architecture as part of our ICM deliverables. The figure below shows the limits of the CV Sync Phase III Project improvements and proposed ICM study segments to bring connectivity to the I-10 Freeway.

CV SYNC - ICM Concept of Operations (ConOps)				
Purpose of Document and Summary	Project Scope	Reference Documents	Corridor Overview	Existing Transportation Management Assets
Current Operational Analysis	Justification for Changes	Proposed System Concept	Corridor Stakeholders	User Needs
System Overview	Operational Environment	Support Environment	Operational Scenarios	Summary of Impacts

CV SYNC PHASE III and PROPOSED ICM STUDY SEGMENTS FIGURE



PROJECT UNDERSTANDING – VARNER ROAD IMPROVEMENTS FEASIBILITY STUDY

Our team has identified three key project challenges including drainage system modification design considerations, planned roadway widening (Palm Drive to Bob Hope Drive) design considerations, and stakeholder communication and coordination considerations while analyzing the Varner Road, from Palm Drive to Avenue 42, Improvements Feasibility Study Project. These challenges, along with an overview our team’s unique solutions, have been outlined below and further elaborated on pages that follow to highlight the benefit our Dokken Engineering Team brings to you.

CVAG/PROJECT CHALLENGE	DOKKEN TEAM SOLUTIONS	BENEFIT(S) TO CVAG
Drainage System Modification Design Considerations		
The flooding along I-10 and Varner Road was recently evidenced during Storm Hilary. There are several cross-culverts and low-water crossing upgrades needed to alleviate this issue. Specifically, cross-culverts within Caltrans’ ROW and low-water crossings along Varner Road, with FEMA’s floodplain north of I-10, will need to be evaluated to determine preliminary design options.	We believe the first steps to analyzing this issue are to develop a comprehensive and agreed upon Hydrology Map of the Whitewater Watershed in this vicinity of the Coachella Valley. The hydrology and contour mapping will need to account for all existing above and below ground drainage patterns as well as aeolian windblown blow sand migration patterns. We will coordinate with CVWD on the floodplain and locations of flooding as related to drainage system flow rates and sediment transport in the system.	Our team has provided engineering solutions in the Coachella Valley for years. We worked with CVAG, Palm Springs, and Riverside County to construct a modified interchange at Indian Canyon Drive. Our lead drainage engineer was one of the hydrologic and hydraulic modelers for the Whitewater River Levee project and is very familiar with the floodplain and challenges specific to this immediate project area.
Planned Roadway Widening (Palm to Bob Hope) Design Considerations		
A portion of the recent traffic backup along Varner Road experienced during Storm Hilary was related to insufficient roadway capacity along certain roadway segments and at signalized intersections. The segments along Varner Road, from Palm Drive to Bob Hope Drive, are currently listed in the SCAG FTIP to have capacity-increasing improvements. Alternative analysis on the optimal roadway alignment and widening options will be completed for this project.	Dokken has extensive experience preparing feasibility studies for large and small projects. Corridor upgrade projects, such as this one, require a big picture perspective to ensure proposed improvement at any one location, roadway segment, or intersection do not create potential additional issues at another. Our team at Dokken is skilled at working with our clients and sub consultants to find solutions that work best for all. Evaluation of intersection alternatives that meet the goals of adjacent property owners while minimizing property impacts, increasing capacity, and improving safety for all users is something we take great pride in.	Our team has prepared several feasibility study and project report type documents for our clients. With in-house environmental, structural, and right-of-way engineers that have been delivering projects together for years CVAG can be assured that our team will be efficient, thorough, and accurate with our assessment of design options and alternatives. We are also currently coordinating with ADVANTEC to provide construction support for a Bridge Widening Project over UPRR in Palm Springs.
Stakeholder Communication and Coordination		
This project has invested interest from Cities and other nearby stakeholders including businesses, residents, schools, and tribal nations. The proposed corridor improvements will directly impact accessibility and emergency response for all, so garnering their input will be critical to successful delivery of the project.	We have extensive expertise providing project updates to executive committees, City staff, residents, business owners, and other community stakeholders. Our team is familiar with this corridor and will ensure that proposed improvements minimize property and utility impacts by maintaining existing infrastructure. We know that clear communication keeps everyone informed of the project status and schedule.	Our proactive approach to communication with stakeholders using available technology and exhibits that are easy to read and comprehend will enable our team to resolve questions or concerns in a timely manner and minimize any miscommunication regarding project goals, improvements, and potential impacts or utility conflicts.

This section elaborates a bit more on each of the afore-mentioned design challenges that are anticipated on this project. We have also included Project Overview Exhibits within **Appendix 6.5** to help distinguish between the limits of each and identify areas of drainage analysis concern and potential widening along the corridor.

DRAINAGE SYSTEM MODIFICATION DESIGN CONSIDERATIONS

Existing terrain along the corridor is generally sloping from north to south, with varying grades between the slopes and high elevation points at Palm Drive and Date Palm Drive. There are several existing low water crossings along the corridor that our team will evaluate options for upgrades such as reinforced concrete pipes or box culverts as needed for this project. When

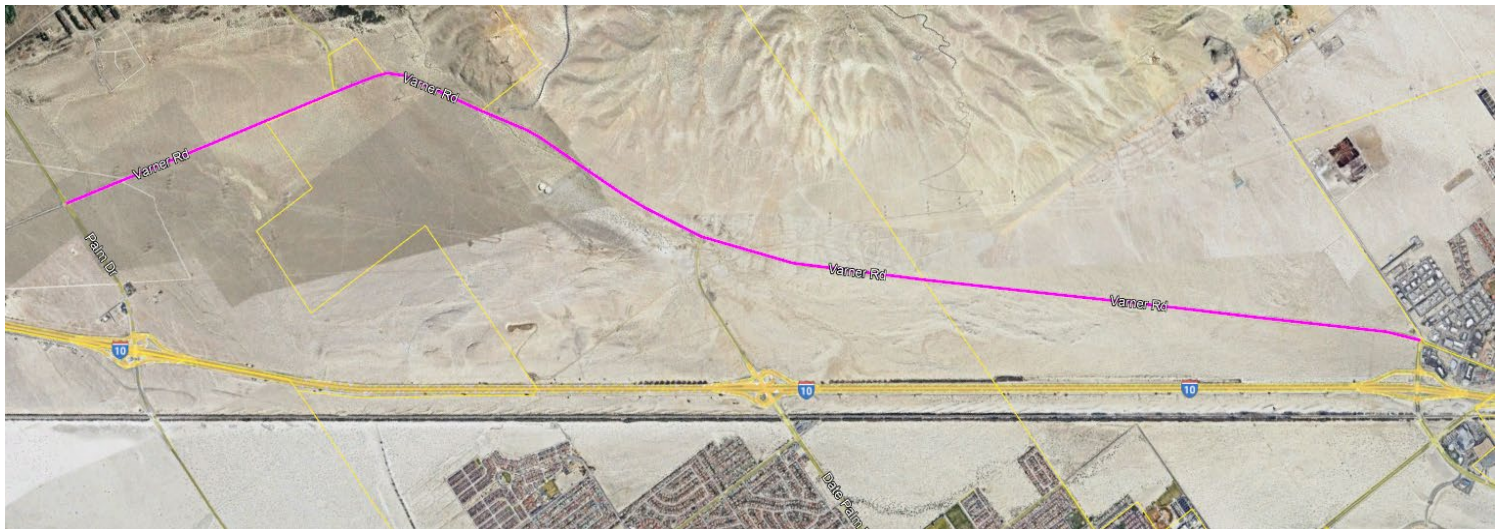


minor modifications are proposed we have in-house structural designers that can provide structural designs and calculations that document proposed modifications. As part of this project's hydraulics and hydrology analysis, a review of the current hydromodification requirements as related to these proposed improvements will be conducted to ensure water quality treatment features, that minimize utility conflicts, are proposed where needed. Thus, proper analysis of existing hydrology and flow patterns paired with an in-depth understanding of the drainage patterns, existing drainage facilities, and water quality treatment options will allow our team as well as CVAG and the CVWD to meet the project's goals

while adhering to current drainage and water quality treatment standards.

PLANNED ROADWAY WIDENING (PALM TO BOB HOPE) DESIGN CONSIDERATIONS

For the Varner Road widening feasibility study, we would also look to project partners such as CVWD to develop complementary facilities such as a raised roadway section that acts as a levee to prevent flooding of I-10. The northside toe of the roadway prism could be excavated into a longitudinal basin which would provide fill for the roadway prism but also capture and infiltrate flood flows. As the entire north side of I-10 is FEMA designated floodplain, it will be critical to account for the floodplain hydrology and hydraulics to understand drainage paths and design facilities that are able to prevent the roadway from flooding in the future. This may include joint use facilities such as flood control basins that can capture flood flows and then infiltrate off-peak, off-site diversions, and other larger-scale facilities that are capable of collecting and conveying flood waters away from Varner Road. This section along Varner Road as highlighted below, between Palm Drive and Bob Hope Drive is currently listed for widening from a two-lane to a four-lane roadway in SCAG's FTIP, thus not subject to VMT Traffic Analysis as other roadway widening segments would be. Additional improvements along the corridor will be evaluated to understand the traffic mobility needs of each intersection and specific turning movements and pocket lengths.



STAKEHOLDER COMMUNICATION AND COORDINATION

Proper coordination to understand the needs and preferences of the community will ensure stakeholders are heard and their input incorporated into project improvements. With in-house Right of Way Agents our team can coordinate with homeowners on CVAG's behalf to expedite processes and alleviate the CVAG of this burden if needed once proposed improvements and easement needs are confirmed. There are a few areas along the project, specifically along steep slopes, that may benefit from the addition of retaining walls to help minimize impacts to adjacent properties. The type of retaining walls to be designed and constructed will depend on many factors including the height of the wall, available width and right of way to build the wall, geotechnical design parameters, and the aesthetic appeal of the wall considering local input.

SCOPE OF WORK – CV SYNC PHASE III IMPROVEMENTS

TASK 1 – PROJECT INITIATION, MANAGEMENT, AND COORDINATION

Subtask 1.1 Meetings and Coordination

- Integrated Corridor Management (ICM) Caltrans and Stakeholders Coordination
- Kickoff Meeting (1)
- Project Meetings (14)
- ICM Meetings (12), and
- TSMO Meetings (12)

Subtask 1.2 Project Administration

Task 1 Deliverables: Project Management; Project Coordination with CVAG, Cities, Caltrans, and County; ICM Planning/Coordination with Caltrans and Stakeholders; Project Meetings; ICM Meetings; TSMO Meetings; Meeting Notices, Agendas, Minutes, and Presentation Materials; Technical Memos; Staff Reports and Attachments; Monthly Progress Report; Project Schedule; Stakeholder List; Team Coordination and Budget Monitoring

TASK 2 – DATA COLLECTION AND FIELD REVIEW

Subtask 2.1 Data Collection and Field Review

Task 2 Deliverables: Data Collection Inventory Matrix; Field Review and Notes; Photo Logs

TASK 3 – CONCEPTUAL ENGINEERING AND ANALYSIS

Task 3 Deliverables: ICM Concept-of-Operations Report; Incident Scenarios; Exhibits; ICM Architecture

TASK 4 – PRELIMINARY ENGINEERING

Task 4 Deliverables: Preliminary Engineering and Cost Estimates (70 Sheets)

TASK 5 – ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE

Task 5 Deliverables: Project Management; Project Coordination; Preparation of Documents/Details/Exhibits; Project Coordination Meetings

TASK 6 – FINAL DESIGN

Subtask 6.1 Fiber Optic/Wireless Communications, RTMC, RTOC, and ITS Field Elements Plans and Details

Subtask 6.2 Technical Specifications, Special Provisions, and Hardware and Software Procurement List

Subtask 6.3 Construction Quantities and Engineer’s Estimates

Task 6 Deliverables: Fiber Optic/Wireless Communications, Secured Communication Network, RTMC, TOCs, and ITS Field Elements Plans and Details (189 Sheets); GIS Mapping of Final Approved Plans; Technical Specifications; Special Provisions; and Hardware and Software Procurement List; Construction Quantities and Engineer’s Estimates

TASK 7 – GRANT FUNDING APPLICATION SUPPORT

Task 7 Deliverables: ITS, Smart Mobility and Smart Cities Grant Funding Application Support

TASK 8 – UTILITY COORDINATION

Task 8 Deliverables: Varner Road/Avenue 42 Corridor and Twenty-three (23) Signalized Intersections Utility Notification and Coordination; SCE and IID Electrical Service Points Coordination for Proposed CMS

TASK 9 – RIGHT-OF-WAY AND EASEMENT ACQUISITION

Task 9 Deliverables: N/A

TASK 10 – CONSTRUCTION SUPPORT, COORDINATION, AND MEETING ATTENDANCE

Task 10 Deliverables: Construction Support, Coordination, and Meetings Attendance

TASK 11 – PROJECT IMPLEMENTATION SUPPORT

Subtask 11.1 Conduct Traffic Signal Counts, Field Observations, Measurements, and Data Gathering

- Corridor “Before” Study (Varner Road/Avenue 42 Corridor)

Subtask 11.1 Deliverables: 7-day ADT counts (13 locations); ITM counts during AM, Midday, PM, and Saturday Midday (23 locations); Report summarizing data collection and field review efforts; Excel Files of updated timing parameters; “Before” Study Memorandum; Tru-traffic files with trip logs; In-vehicle video recording of each travel run

Subtask 11.2 Prepare, Implement and Adjust Traffic Signal Timing and Coordination Based on Field Observations and Observations from the Regional Traffic Management Center Signal Timing Optimization and Implementation

- Proposed Network Modeling
- Concept of Operations
- Develop Optimized Traffic Signal Timing
- Signal Timing Implementation
- Optimize Signal Timing (Fine-Tuning)
- Corridor “After” Study (Varner Road/Avenue 42 Corridor)
- Before/After Synchronized Video

Subtask 11.2 Deliverables: Concept of Operations Report including Scenarios; Proposed Synchro and Tru-traffic with optimized timing parameters; Draft and Final Network Modeling Technical Memorandum documenting the signal timing optimization; Implementation-ready timing sheets for each agency; Final optimized Synchro and Tru-traffic files; After Study Report; Tru-traffic files with “Before” and “After” trip logs; Synchronized videos showing Before and After runs for AM, Midday, PM, and Saturday peak periods

Subtask 11.3 Traffic Control and Detour Plans

- Project Coordination and Meeting Attendance
- Field Investigation

Subtask 11.3 Deliverables: Traffic Control, Details, and Detour Plans (170 Sheets); Project Coordination, Meeting Attendance, Meeting Notes, and Action Items; Field Investigation, Notes, Video, and Photos of Existing Conditions During Construction

Subtask 11.4 System Operations and Maintenance Support Services

Subtask 11.4 Deliverables: System Operations and Maintenance Support Services

Subtask 11.5 Record Drawings

Subtask 11.5 Deliverables: Record Drawings (189 Sheets)

Subtask 11.6 Updates to the CV Sync Operations and Maintenance Manuals

Subtask 11.6 Deliverables: Updates to the CV Sync Operations, Management, and Maintenance Manuals

Subtask 11.7 Updates to CVAG ITS Master Plan

Subtask 11.7 Deliverables: Update to CVAG ITS Master Plan

Subtask 11.8 Project Closeout Support Services

- Environmental Documents
- Closeout Documents
- Executive Level Support Documents

Subtask 11.8 Deliverables: Project Closeout Support Services

***A DETAILED SCOPE OF WORK, WITH DESCRIPTIONS OF EACH TASK AND SUBTASK, CAN BE PROVIDED UPON REQUEST**

SCOPE OF WORK – VARNER ROAD IMPROVEMENTS FEASIBILITY STUDY

TASK 1 – PROJECT INITIATION, MANAGEMENT, AND COORDINATION

Subtask 1.1 Meetings and Coordination

- Coordination with CVAG, Cities, Caltrans, and Stakeholders
- Kickoff Meeting (1)
- Bi-Weekly Project Meetings (24)
- Transportation Committee Meetings (4), and
- Executive Committee Meetings (4)

Subtask 1.2 Project Administration

Task 1 Deliverables: Project Management; Project Coordination with CVAG, Cities, Caltrans, and Stakeholders; Project Meetings; TC Meetings; EC Meetings; Meeting Notices, Agendas, Minutes, and Presentation Materials; Technical Memos; Staff Reports and Attachments; Monthly Progress Report; Project Schedule; Stakeholder List; Team Coordination and Budget Monitoring

TASK 2 – DATA COLLECTION AND FIELD REVIEW

Subtask 2.1 Data Collection and Field Review

Subtask 2.2 Utility Base Mapping from As-Builts and Site Visits

Subtask 2.3 Aerial Topographic Mapping and Imagery

Task 2 Deliverables: Data Collection Inventory Matrix; Field Review and Notes; Photo Logs

TASK 3 – CONCEPTUAL ENGINEERING AND ANALYSIS

Subtask 3.1 Traffic Data Collection and Modeling

Subtask 3.2 Roadway and Intersection Safety and Capacity Analysis

Subtask 3.3 Future Volume Forecasting, Operations Analysis, and Traffic Report

Subtask 3.4 Draft Varner Road Improvements Feasibility Study

- Executive Summary
- Introduction
- Project Background, including Community Interaction
- Purpose and Need, including Regional and System Planning
- Existing Facilities, including Utilities
- Environmental Compliance Considerations
- Traffic, Maintenance, and Operations Impacts
- Drainage and Stormwater Treatment
- Alternatives Considered
- Other Considerations, including Permits, Agreements, Complete Streets
- Alternatives Rejected
- Funding, Programming, and Estimate
- Schedule to Deliver Project
- Approvals and Recommendation
- Project Personnel
- Potential Right of Way Impacts, including Access Control
- Basis of Design Worksheet Identifying Non-Standard Design Features
- Storm Water Requirements/Construction General Permit Risk Level Assessment
- Preliminary Cost Estimate (using square footage cost factors for quantities)
- 11x17, Scaled Exhibits of Each of the Three (3) Alternatives
- Grant Funding Opportunities

Subtask 3.5 Final Varner Road Improvements Feasibility Study

Task 3 Deliverables: Traffic Count Data; Traffic Modeling; Roadway Segment Safety and Capacity Analysis; Intersection Turning Movement and Traffic Control Safety and Capacity Analysis; Draft/Final Varner Road Improvements Feasibility Study; Draft/Final Drainage Report (Optional)

TASK 4 – PRELIMINARY ENGINEERING

Our team's understanding is that Preliminary Engineering task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023. Please see Task 12 for optional Surveying/Right-of-Way Assessments and Geotechnical Investigations tasks related to Preliminary Engineering.

TASK 5 – ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE

Our team’s understanding is that Environmental Studies and Environmental Clearance task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023. Please see Task 12 for optional Preliminary Environmental Assessment as well as Biological, Cultural, and Hazardous Waste Assessment Memorandum Tasks related to Environmental Studies and Clearance.

TASK 6 – FINAL DESIGN

Our team’s understanding is that this Final Design task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023.

Task 6 Deliverables: N/A

TASK 7 – GRANT FUNDING APPLICATION SUPPORT

Task 7 Deliverables: ATP, Complete Streets, and Vision Zero Grant Funding Application Support

TASK 8 – UTILITY COORDINATION

Our team’s understanding is that this Utility Coordination task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023.

Task 8 Deliverables: N/A

TASK 9 – RIGHT-OF-WAY AND EASEMENT ACQUISITION

Our team’s understanding is that this Right-of-Way and Easement Acquisition task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope per Addendum No. 1, dated October 17, 2023.

Task 9 Deliverables: N/A

TASK 10 – CONSTRUCTION SUPPORT, COORDINATION, AND MEETING ATTENDANCE

This task will no longer be required without the preparation of final construction documents for this portion of the project.

Task 10 Deliverables: N/A

TASK 11 – PROJECT IMPLEMENTATION SUPPORT

This task will only be required for the CV SYNC Phase III portion of the project.

Task 11 Deliverables: N/A

TASK 12 – OPTIONAL FEASIBILITY STUDY DESIGN SUPPORT TASKS

Subtask 12.1 Draft/Final Drainage Report

Subtask 12.2 Field Surveying/Mapping and Right-of-Way Needs Assessment

Subtask 12.3 Preliminary Geotechnical Investigations

Subtask 12.4 Preliminary Environmental Assessment

Subtask 12.5 Cultural Survey/Assessment Memorandum

Subtask 12.6 Biological Survey/Assessment Memorandum

Subtask 12.7 Hazardous Waste Survey/Assessment Memorandum

Task 12 Optional Deliverables: Draft/Final Drainage Report; Field Surveying/Mapping Needs Assessment Matrix; Right-of-Way Mapping/Acquisition Needs Assessment Matrix; Preliminary Geotechnical Investigations Report; Preliminary Environmental Assessment; Cultural Survey/Assessment Memorandum; Biological Survey/Assessment Memorandum; Hazardous Waste Survey/Assessment Memorandum

***A DETAILED SCOPE OF WORK, WITH DESCRIPTIONS OF EACH TASK AND SUBTASK, CAN BE PROVIDED UPON REQUEST**

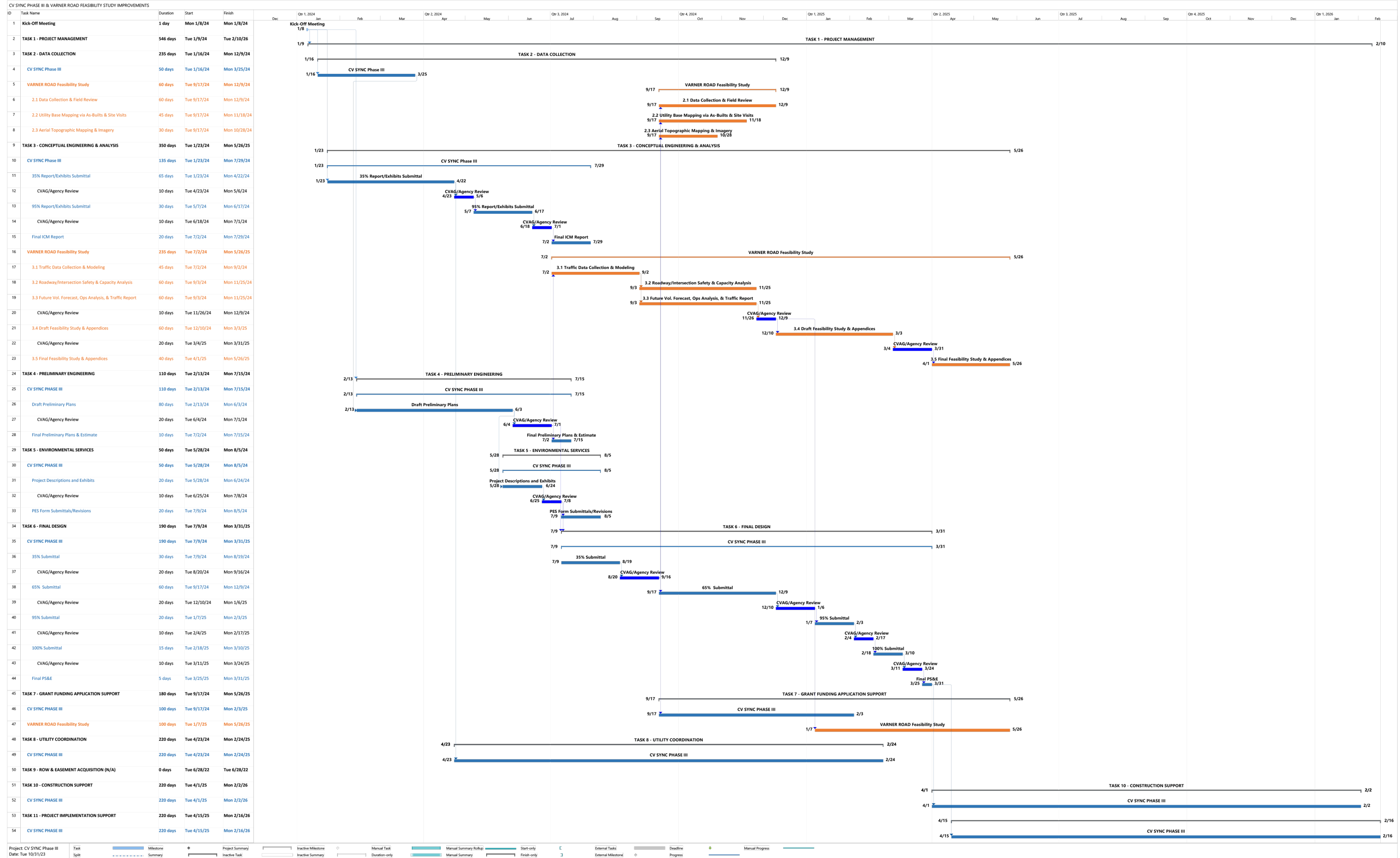


EXHIBIT "B"
PRICE FORMULA



COST PROPOSAL - HOURS BREAKDOWN BY TASK
CV-SYNC PHASE 3 PORTION OF PROJECT
October 31, 2023

TASK DESCRIPTION	DOKKEN ENGINEERING																ADVANTEC										TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS				
	Mark Tarrall, PE Principal in Charge	Michael Greer, PE, TE* Project Manager	Charles Tormaci, PE* Structures Lead	Ashley Orsaba-Finders, PE* Drainage Lead	Justin Thorner, PE* Project Engineer	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	Zach Liptak* Environmental Lead	Senior Environmental Planner/Archaeologist	Associate Environmental Planner/Biologist	Environmental Planner/Biologist	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Carlos Ortiz Task Leader Traffic, ITS, and Signal Ops	John Dorado Task Leader PS&E and ITS Master Plan	Task Leader ICM	Task Leader Signal Timing and Operations	Task Leader Systems Engineer	Key Support PS&E and ITS Master Plan	Key Support Signal Timing	Associate Engineer							Assistant Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	\$320	\$265	\$235	\$225	\$185	\$265	\$225	\$185	\$165	\$145	\$125	\$165	\$165	\$135	\$105				\$350	\$290	\$310	\$250	\$195	\$175	\$155	\$140							\$120			
BILLING RATES*	8	120	20	20	100			100			40				408		\$87,160	214	96	74		48	154			586	\$10,700	\$172,690	994	\$10,700	\$259,850					
TASK 1 - PROJECT MANAGEMENT	4	80	20	20	80			80			40			324		\$67,880	134	56	74		48	114			426	\$8,400	\$123,790	750	\$8,400	\$191,670						
1.1 Meetings and Coordination	4	40			20			20						84		\$19,280	80	40				40			160	\$2,300	\$48,900	244	\$2,300	\$68,180						
1.2 Project Administration																																				
TASK 2 - DATA COLLECTION		4	2	2	8			8			8		8	48		\$8,340	6	8			64	164		82	82	406	\$4,200	\$71,120	454	\$4,200	\$79,460					
2.1 Data Collection and Field Review		4	2	2	8			8			8		8	48		\$8,340	6	8			64	164		82	82	406	\$4,200	\$71,120	454	\$4,200	\$79,460					
TASK 3 - CONCEPTUAL ENGINEERING AND ANALYSIS		4			4	8								16		\$3,920	42	16	160		54	32		32	336	\$1,000	\$89,910	352	\$1,000	\$93,830						
- ICM Concept Of Operations Report (ConOps) -		4			4	8								16		\$3,920	42	16	160		54	32		32	336	\$1,000	\$89,910	352	\$1,000	\$93,830						
TASK 4 - PRELIMINARY ENGINEERING	2	8	4	4	8	16			32					74		\$15,600	14	28			62	400		164	164	832	\$2,000	\$139,750	906	\$2,000	\$155,350					
- Preliminary Network, Layout Plans, and Estimates -	2	8	4	4	8	16			32					74		\$15,600	14	28			62	400		164	164	832	\$2,000	\$139,750	906	\$2,000	\$155,350					
TASK 5 - ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE		2			4							32	64	64	32	198	29110	12	24					20	12	12	80	1000	18780	278	\$1,000	\$47,890				
- Project Description, Exhibits, and PES Form(s) -		2			4							32	64	64	32	198	29110	12	24					20	12	12	80	1000	18780	278	\$1,000	\$47,890				
TASK 6 - FINAL DESIGN	4	24	8	8	44	70	16	32	128		64			398		\$76,650	148	321			616	1360	676	158	3279	\$12,500	\$642,410	3677	\$12,500	\$719,060						
6.1 Plans for FO/Wireless Comms, RTMC, RTOC, & ITS Elements with Details	4	16	8	8	32	64	16	32	128		64			372		\$70,720	108	263			510	1296	676	126	2,979	\$11,500	\$574,240	3,351	\$11,500	\$644,960						
6.2 Technical Specifications and Hardware and Software Procurement List		4			8	4								16		\$3,600	32	42			82				156	\$500	\$39,870	172	\$500	\$43,470						
6.3 Construction Quantities and Engineer's Estimates		4			4	2								10		\$2,330	8	16			24	64		32	144	\$500	\$28,300	154	\$500	\$30,630						
TASK 7 - GRANT FUNDING APPLICATION SUPPORT	2	4			8	4								18		\$4,240	16	24					126	40	206	\$500	\$39,910	224	\$500	\$44,150						
- ITS, Smart Mobility and Smart Cities Grant Funding Application Support -	2	4			8	4								18		\$4,240	16	24					126	40	206	\$500	\$39,910	224	\$500	\$44,150						
TASK 8 - UTILITY COORDINATION		2			4		8			16				30		\$5,390		8					64	32	104	\$500	\$18,500	134	\$500	\$23,890						
- Utility Notification and Coordination with SCE and IID Service Points -		2			4		8			16				30		\$5,390		8					64	32	104	\$500	\$18,500	134	\$500	\$23,890						
TASK 9 - RIGHT-OF-WAY AND EASEMENT ACQUISITION (N/A)																																				
TASK 10 - CONSTRUCTION SUPPORT	4	16	4	4	16	8	8	32		32	16			172		\$30,800	240	40			500	340			1120	\$12,000	\$264,600	1292	\$12,000	\$295,400						
- Bidding and Construction Support Services -	4	16	4	4	16	8	8	32		32	16			172		\$30,800	240	40			500	340			1,120	\$12,000	\$264,600	1,292	\$12,000	\$295,400						
TASK 11 - PROJECT IMPLEMENTATION AND SUPPORT	6	36	2	2	40	10	28	36	64		64			288		\$53,950	204	226		322	240	826	614	856	665	3953	\$47,400	\$751,000	4241	\$47,400	\$804,950					
11.1 Signal Count Coordination, Observations, Measurements, and Data		4						4						8		\$1,960	4			24			124		152	\$32,000	\$58,620	160	\$32,000	\$60,580						
11.2 Prepare, Implement, and Adjust Traffic Signal Timing		8						8						16		\$3,920	16			298			490		804	\$3,400	\$159,450	820	\$3,400	\$163,370						
11.3 Traffic Control and Detour Plans	4	16			32	8	16	32	64		64			236		\$41,640	40	110				400	540	465	1,555	\$6,000	\$253,300	1,791	\$6,000	\$294,940						
11.4 System Operations and Maintenance Support Services																		54					122			176	\$1,500	\$41,750	176	\$1,500	\$41,750					
11.5 Record Drawings		4	2	2	4	2		4						18		\$3,990	4	8				32		200	200	444	\$1,000	\$62,320	462	\$1,000	\$66,310					
11.6 Updates to the CV Sync Operations and Maintenance Manuals																		48	32			120	148			348	\$1,000	\$76,380	348	\$1,000	\$76,380					
11.7 Updates to CVAG ITS Master Plan																		32	64			120	100		68	384	\$1,000	\$81,180	384	\$1,000	\$81,180					
11.8 Project Closeout Support Services	2	4			4									10		\$2,440	6	12				24		48	90	\$1,500	\$18,000	100	\$1,500	\$20,440						
TOTAL HOURS	26	220	40	40	236	116	60	208	224	48	136	96	64	72	64	1,650	896	791	234	322	1,584	3,486	1,290	1,304	995	10,902			12,552							
TOTAL COST	\$8,320	\$58,300	\$9,400	\$9,000	\$43,660	\$30,740	\$13,500	\$38,480	\$36,960	\$6,960	\$17,000	\$15,840	\$10,560	\$9,720	\$6,720	\$315,160	\$313,600	\$229,390	\$72,540	\$80,500	\$308,880	\$610,050	\$199,950	\$182,560	\$119,400	\$91,800	\$2,208,670	\$91,800	\$2,523,830							

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



TASK DESCRIPTION	DOKKEN ENGINEERING																				TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	
	Mark Tarrall, PE Principal in Charge	Michael Greer, PE, TE* Project Manager	Charles Tornaci, PE* Structures Lead	Ashley Orsaba-Finders, PE* Drainage Lead	Justin Thornber, PE* Project Engineer	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	CAD / Engineering Technician 2	Zach Liptak* Environmental Lead	Environmental Manager	Senior Environmental Planner/Archaeologist	Associate Environmental Planner/Biologist	Environmental Planner/Biologist	Right of Way Manager	Senior Right of Way Agent	Right of Way Appraiser				
BILLING RATES*	\$320	\$265	\$235	\$225	\$185	\$265	\$225	\$185	\$165	\$145	\$125	\$145	\$165	\$245	\$165	\$135	\$105	\$210	\$170	\$110				
TASK 1 - PROJECT MANAGEMENT	12	144	24	72	144	24			48	48		24	24									564		\$119,160
1.1 Meetings and Coordination	8	96	24	48	96	24			48	48		24	24									440		\$90,880
1.2 Project Administration	4	48		24	48																	124		\$28,280
TASK 2 - DATA COLLECTION	2	16	6	6	28	6	8	32		48	48	16	4	8	8	8	16					260	\$49,500	\$93,610
2.1 Data Collection and Field Review		4	2	2	8	2	8	8		16	16		4	8	8	8	16					102		\$16,490
2.2 Utility Base Mapping from As-Built and Site Visits	1	8	4	4	16	4	8	16		32	32	8										133	\$1,500	\$24,360
2.3 Aerial Topographic Mapping and Imagery	1	4			4			8				8										25	\$48,000	\$52,760
TASK 3 - CONCEPTUAL ENGINEERING AND ANALYSIS	5	110	24	48	208	118	48	192	384	772	384	192	24	12	24	24	48	12	42	62	2733		\$450,020	
3.1 Traffic Data Collection and Modeling		4			4	2																10		\$2,330
3.2 Roadway and Intersection Safety and Capacity Analysis	2	8			8	16																34		\$8,480
3.3 Future Volume Forecasting, Operations Analysis, and Traffic Report		2			4	4																10		\$2,330
3.4 Draft Feasibility Study with Plans, Estimates, and Other Appendices	2	64	16	32	128	64	32	128	256	516	256	128	16	8	16	16	32	10	40	60	1,820		\$295,960	
3.5 Final Feasibility Study with Plans, Estimates, and Other Appendices	1	32	8	16	64	32	16	64	128	256	128	64	8	4	8	8	16	2	2	2	859		\$140,920	
TASK 4 - PRELIMINARY ENGINEERING (N/A)																								
TASK 5 - ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE (N/A)																								
TASK 6 - FINAL DESIGN (N/A)																								
TASK 7 - GRANT FUNDING APPLICATION SUPPORT	2	8		8	32	16			64		128	32										290		\$45,920
- ATP, Complete Streets, and Other Grant Funding Application Support -	2	8		8	32	16			64		128	32										290		\$45,920
TASK 8 - UTILITY COORDINATION (N/A)																								
TASK 9 - RIGHT-OF-WAY EASEMENT AND ACQUISITION SUPPORT (N/A)																								
TASK 10 - CONSTRUCTION SUPPORT (N/A)																								
TASK 11 - PROJECT IMPLEMENTATION AND SUPPORT (N/A)																								
TASK 12 - OPTIONAL FEASIBILITY STUDY DESIGN SUPPORT TASKS	3	24	14	38	32		8	80		144		36	32	16	32	64	128	2	4		657	\$76,000	\$181,440	
12.1 Draft/Final Drainage Report	2	8	8	32	16		8	64		128		32									298		\$51,640	
12.2 Field Surveying/Mapping and Right-of-Way Needs Assessment		4	2	2	8			8		16		4						2	4		50		\$8,940	
12.3 Geotechnical Investigations	1	2	4	4	8			8													27	\$54,000	\$59,650	
12.4 Preliminary Environmental Assessment		4										16	8	16	32	64					140		\$19,340	
12.5 Cultural Survey/Assessment Memorandum		2										8	4	8	16	32					70		\$9,670	
12.6 Biological Survey/Assessment Memorandum		2										4	2	4	8	16					36		\$5,100	
12.7 Hazardous Waste Survey/Assessment Memorandum		2										4	2	4	8	16					36	\$22,000	\$27,100	
TOTAL HOURS WITHOUT OPTIONAL TASKS	21	278	54	134	412	164	56	224	496	868	560	264	52	20	32	32	64	12	42	62	3,847			
TOTAL COST WITHOUT OPTIONAL TASKS	\$6,720	\$73,670	\$12,690	\$30,150	\$76,220	\$43,460	\$12,600	\$41,440	\$81,840	\$125,860	\$70,000	\$38,280	\$8,580	\$4,900	\$5,280	\$4,320	\$6,720	\$2,520	\$7,140	\$6,820		\$49,500	\$708,710	
TOTAL HOURS WITH OPTIONAL TASKS	24	302	68	172	444	164	64	304	496	1,012	560	300	84	36	64	96	192	14	46	62	4,504			
TOTAL COST WITH OPTIONAL TASKS	\$7,680	\$80,030	\$15,980	\$38,700	\$82,140	\$43,460	\$14,400	\$56,240	\$81,840	\$146,740	\$70,000	\$43,500	\$13,860	\$8,820	\$10,560	\$12,960	\$20,160	\$2,940	\$7,820	\$6,820		\$125,500	\$890,150	

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



COST PROPOSAL - HOURS BREAKDOWN BY TASK
CV-SYNC PHASE 3 WITH VARNER ROAD FEASIBILITY STUDY AND PS&E
 October 31, 2023

TASK DESCRIPTION	ADVANTEC							FEHR & PEERS									GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS				
	Carlos Ortiz Task Leader Traffic, ITS, and Signal Ops	John Dorado Task Leader PS&E and ITS Master Plan	Task Leader Systems Engineer	Key Support PS&E and ITS Master Plan	Associate Engineer	Assistant Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Project Manager	Project QA/QC	Task Lead	Traffic Forecasting	Traffic Engineer	Graphics/Visual Comm	Admin Support				TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	
BILLING RATES*	\$350	\$290	\$195	\$175	\$140	\$120				\$335	\$265	\$210	\$175	\$160	\$185	\$150							
TASK 1 - PROJECT MANAGEMENT										24	10	24		10		16	84		\$19,730	648		\$138,890	
1.1 Meetings and Coordination										24	10	24		10		8	76		\$18,530	516		\$109,410	
1.2 Project Administration															8	8			\$1,200	132		\$29,480	
TASK 2 - DATA COLLECTION																				260	\$49,500	\$93,610	
2.1 Data Collection and Field Review																				102		\$16,490	
2.2 Utility Base Mapping from As-Builts and Site Visits																				133	\$1,500	\$24,360	
2.3 Aerial Topographic Mapping and Imagery																				25	\$48,000	\$52,760	
TASK 3 - CONCEPTUAL ENGINEERING AND ANALYSIS	52	116	24	228	556	460	1436		\$229,460	38	28	146	60	290	36		598	\$12,500	\$126,870	4,767	\$12,500	\$806,350	
3.1 Traffic Data Collection and Modeling										2		6		10			18	\$12,500	\$16,030	28	\$12,500	\$18,360	
3.2 Roadway and Intersection Safety and Capacity Analysis										16	18	90		250	16		390		\$71,990	424		\$80,470	
3.3 Future Volume Forecasting, Operations Analysis, and Traffic Report										20	10	50	60	30	20		190		\$38,850	200		\$41,180	
3.4 Draft Feasibility Study with Plans, Estimates, and Other Appendices	40	100	20	200	500	400	1,260		\$199,900											3,080		\$495,860	
3.5 Final Feasibility Study with Plans, Estimates, and Other Appendices	12	16	4	28	56	60	176		\$29,560											1,035		\$170,480	
TASK 4 - PRELIMINARY ENGINEERING (N/A)																							
TASK 5 - ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE (N/A)																							
TASK 6 - FINAL DESIGN (N/A)																							
TASK 7 - GRANT FUNDING APPLICATION SUPPORT																					290		\$45,920
- ATP, Complete Streets, and Other Grant Funding Application Support -																					290		\$45,920
TASK 8 - UTILITY COORDINATION (N/A)																							
TASK 9 - RIGHT-OF-WAY EASEMENT AND ACQUISITION SUPPORT (N/A)																							
TASK 10 - CONSTRUCTION SUPPORT (N/A)																							
TASK 11 - PROJECT IMPLEMENTATION AND SUPPORT (N/A)																							
TASK 12 - OPTIONAL FEASIBILITY STUDY DESIGN SUPPORT TASKS																					657	\$76,000	\$181,440
12.1 Draft/Final Drainage Report																					298		\$51,640
12.2 Field Surveying/Mapping and Right-of-Way Needs Assessment																					50		\$8,940
12.3 Geotechnical Investigations																					27	\$54,000	\$59,650
12.4 Preliminary Environmental Assessment																					140		\$19,340
12.5 Cultural Survey/Assessment Memorandum																					70		\$9,670
12.6 Biological Survey/Assessment Memorandum																					36		\$5,100
12.7 Hazardous Waste Survey/Assessment Memorandum																					36	\$22,000	\$27,100
TOTAL HOURS WITHOUT OPTIONAL TASKS	52	116	24	228	556	460	1,436			62	38	170	60	300	36	16	682			5,965			
TOTAL COST WITHOUT OPTIONAL TASKS	\$18,200	\$33,640	\$4,680	\$39,900	\$77,840	\$55,200			\$229,460	\$20,770	\$10,070	\$35,700	\$10,500	\$48,000	\$6,660	\$2,400		\$12,500	\$146,600		\$62,000	\$1,084,770	
TOTAL HOURS WITH OPTIONAL TASKS	52	116	24	228	556	460	1,436			62	38	170	60	300	36	16	682			6,622			
TOTAL COST WITH OPTIONAL TASKS	\$18,200	\$33,640	\$4,680	\$39,900	\$77,840	\$55,200			\$229,460	\$20,770	\$10,070	\$35,700	\$10,500	\$48,000	\$6,660	\$2,400		\$12,500	\$146,600		\$138,000	\$1,266,210	

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

Phase III Location Map



ITEM 12E

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Next Steps for Addressing Climate Change, Emergencies and Sand Storms (ACCESS) on Indian Canyon Drive

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

Recommendation: Contingent on action by the California Transportation Commission, authorize the Executive Director to 1. Take the necessary steps to accept \$50 million from the 2023 Local Transportation Climate Adaptation Program (LTCAP) for the ACCESS – Indian Canyon project, including finalizing agreements with local jurisdictions for their contributions and 2. Execute Amendment No. 2 with Michael Baker International for an additional not-to-exceed \$2,540,074 in order to finalize the design and engineering of additional project components

Background: Addressing the frequent and prolonged closures of Indian Canyon Drive in north Palm Springs has long been one of the region’s top infrastructure priorities. In recent years, it has been a reoccurring item on CVAG’s agendas as the Executive and Transportation Committees took steps to reimagine and reengineer solutions to the flooding and blowsand events that shutter this critical roadway. In June 2023, the Executive Committee, at the recommendation of the Transportation Committee, endorsed these efforts as the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project and authorized the Executive Director to commit regional transportation funding to maximize the competitiveness for the 2023 Local Transportation Climate Adaptation Program (LTCAP), with the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions.

This staff report provides cautiously optimistic news: The California Transportation Commission (CTC) staff has recommended that CVAG be awarded \$50 million for the project. Should the CTC Commissioners support the recommendation at the December 6-7 meeting in the City of Riverside, it would be the largest ever competitive grant award secured for a regional transportation project. It also will put CVAG, in partnership with its member jurisdictions, on a clock to deliver this massive project in a timely fashion. Considering CVAG’s meeting schedule, staff is recommending steps be authorized in advance of, but contingent on, this monumental vote by the CTC.

This is the first year of LTCAP funding. The program is focused on increasing the climate resiliency and protection of at-threat transportation infrastructure by funding resilience improvements that “withstand one or more elements of a weather event or natural disaster, or to increase the resilience of transportation infrastructure from the impacts of changing conditions, such as flooding and extreme weather events.” Additionally, the program funds community resilience and evacuation routes that are essential for supporting evacuations caused by emergency events. This inaugural funding cycle allowed for requests up to a \$50 million maximum for a single project. The program will provide \$400.5 million over five years. Applications were due on July 31, 2023.

The ACCESS – Indian Canyon grant application stemmed from the solutions that were first identified in the Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley. Recognizing that lengthy and costly bridge concepts would be difficult to fund with state and federal resources, CVAG worked with its member jurisdictions to find more focused and cost-effective solutions such as prefabricated bridges. The flooding and blowsand study analyzed projects across the Cities of Desert Hot Springs, Palm Springs and Cathedral City. Indian Canyon was quickly prioritized by CVAG’s Executive and Transportation Committees as it serves as a critical arterial for both Palm Springs and Desert Hot Springs and because it is the most direct route to reach the Coachella Valley’s only Level 1 trauma center from Interstate 10.

Indian Canyon has a low-water crossing spanning the Whitewater River, which becomes unsafe in weather events due to low visibility and flooding. Climate data trends for the Palm Springs area indicate that unpredictable weather events such as extended droughts and major flood events are becoming even more frequent with climate change. As CVAG’s committee members know, closures along Indian Canyon cause far more damage than a traffic detour. When Indian Canyon is not open, it paralyzes the region’s transportation network, preventing access to work, school and other essential services and creating a ripple effect that essentially turn alternative routes into parking lots. This is especially problematic for the underserved and disadvantaged residents in western Coachella Valley, whose employment at hotels and restaurants are the backbone of the region’s tourism industry and who rely on these jobs to sustain their own quality of life.

In shaping the grant application, CVAG staff wanted to ensure that no other project better aligned with the CTC’s vision for the LTCAP funding. The ACCESS – Indian Canyon project includes improvements that protect at-risk transportation infrastructure, increase the community’s climate resiliency, enhance mobility, preserve the environment, and improve public health and safety for residents and visitors. The application included two bridges at low-water crossings along the Whitewater River. It also includes a solar shaded active transportation pathway that connects to CV Link, a 40-mile bike, pedestrian and low-speed electric vehicle pathway that the CTC has previously supported to connect the Coachella Valley. In an emergency, this elevated path could provide emergency vehicle access. ACCESS – Indian Canyon also includes a wildlife undercrossing that protects the ecosystem for threatened and endangered species in alignment with the Coachella Valley Multiple Species Habitat Conservation Plan. These project components allowed CVAG to maximize its associations with both the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE).

The CTC received 22 project nominations totaling over \$388 million in funding requests. An evaluation team consisting of CTC and Caltrans staff reviewed project nominations based on the criteria identified in the Commission’s adopted guidelines. The recommended awards, announced on Nov. 3, identified \$309.2 million for 15 projects, including ACCESS – Indian Canyon. CVAG’s project is one of only two projects ranked as “high” priority by the CTC, and it was featured on a statewide news release. Only one other project in the state was recommended for \$50 million, and it was a “medium-plus” priority, costal infrastructure project by Metropolitan Transportation Commission Service Authority for Freeways and Expressways in Sonoma and Solano Counties.

CVAG staff is recommending the Executive Director be authorized to take any steps necessary to accept the funding, should the CTC support the staff recommendation.

Proposed contract amendment

In addition, staff is recommending that Amendment No. 2 be authorized with Michael Baker International (MBI), who has been under contract since September 2022 to provide design, engineering and environmental services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One. MBI has been providing design, engineering and environmental services (construction bid documents) for prioritized improvements on North Indian Canyon Road (from

Sunrise Parkway to Palm Station Road), Varner Road (from Mountain View Road to Date Palm Drive) and Date Palm Drive (from I-10 to Varner Road). These were identified in CVAG's 2019 Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley the study as project numbers INCN7, VRNR2, and DPLM5. The scope of this design work consisted of improving the local agencies roads and bridges/culverts on the above-mentioned roads segments. Bridge/culvert structures are being designed to convey 100-year flood events at Whitewater River, Chino Canyon Creek, Willow Wash, and Long Canyon Wash crossings.

In September 2023, the Executive Committee, at the recommendation of the Transportation Committee, authorized Amendment No. 1 to MBI's contract coordination to include Varner Road between Palm Drive and Mountain View Road in the City of Cathedral City. This 3.7-mile segment of Varner that connects Palm Drive to Date Palm Drive may act as an Interstate 10 bypass. MBI proposed to complete the ultimate design for this segment, including the design of bicycle and traffic signal improvements. Amendment No. 1 also expanded MBI's efforts to study blowsand mitigation to include high-level research and analysis to further dive into potential alternatives for the North Indian Canyon segment. Based on more recent technologies, CVAG staff and MBI believe it is prudent to expand the potential alternatives analysis to include underground tunneling, introduction of physical means for sand deflection, and the potential for covered roadways sections to mitigate sand concerns.

Amendment No. 2 would expand the scope again to include elements of the ACCESS project that were not initially planned, namely the elevated, covered pedestrian pathway that extends CV Link to the existing Amtrak station. This scope includes providing environmental clearance, structural and engineering design. The pathway, which is approximately 1.6 miles in length, will be a "stand alone" structure to the west of the proposed improvements and existing road, and is anticipated to be a Contech "Big R" type Bridge with up to 2 standard spans including an overhead solar canopy. Michael Baker will also design a connection to the Amtrak Station on the north and for a connection structure at Sunrise Parkway to provide access back to the at-grade intersection as well as accommodate the future construction of CV Link. The proposed work follows the same task structure as the original Indian Canyon contract.

Staff is recommending work proceed so the entire project is ready for construction, which is planned for fiscal year 2025-26. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions to the agreement before execution.

Years of work behind this effort

Finally, staff would note that a project of this magnitude does not come together without widespread support. A number of local elected officials, including CVAG Chair/ Desert Hot Springs Mayor Scott Matas, Palm Springs' Mayor Grace Garner and Councilmember Lisa Middleton, have highlighted the issue with state and federal lawmakers in hopes of securing funding for construction. This included highlighting Indian Canyon during a December 2022 visit with California's Infrastructure Advisor Antonio Villaraigosa.

A number of agencies, organizations and individuals have also voiced their support for CVAG's funding applications: the Cities and Towns of Cathedral City, Coachella, Desert Hot Springs, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage, Twenty-Nine Palms and Yucca Valley; Agua Caliente Band of Cahuilla Indians; County of Riverside and Supervisor V. Manuel Perez; Assemblymembers Eduardo Garcia and Greg Wallis; Riverside County Transportation Commission (RCTC); Palm Springs Police and Fire Departments; Palm Springs Unified School District; College of the Desert; Coachella Valley Economic Partnership; Coachella Valley Housing Coalition; Desert Care Network, including Desert Regional Medical Center and Hi-Desert Medical Center; Desert Healthcare District/ Foundation; Desert AIDS Project; American Medical Response; CVCC; DCE; and UC Riverside's Dr. Lynn Sweet.

This will be the fourth transportation infrastructure project in which CVAG takes the role of lead agency, following the successful efforts to secure state and federal funds for CV Link, CV Sync and the Arts and Music Line. Staff is currently evaluating the internal impacts of this undertaking and will return to its committees with any recommendations as it relates to staffing or office needs.

Fiscal Analysis: CVAG is being recommended for \$50 million for its ACCESS – Indian Canyon project. This is the maximum amount that could be requested. The LTCAP also includes a local match requirement of at least 20 percent. If awarded by the CTC in December, \$50 million in LTCAP funding would be programmed for fiscal year 2025-26 for the construction phase.

The estimated cost of this project is \$74.9 million. The June 2023 action by the CVAG Executive Committee authorized the Executive Director to commit regional transportation funding to maximize the competitiveness of the grant application, with the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions. CVAG staff will be working with its member jurisdictions to finalize cost-sharing agreements based on the standard 75 percent/ 25 percent funding split.

Amendment No. 2 with MBI would add additional work along Indian Canyon. The design and engineering work required to advance these projects is for an additional \$2,540,073.99. This would bring the total contract to a not-to-exceed amount of \$7,799,491.57. CVAG's share is 75% of the total cost, which is \$5,849,618.68.

CVAG staff has been working closely with local staff in Palm Springs, Cathedral City and Desert Hot Springs to cover the local share of MBI's contract. There is sufficient regional transportation funding to cover the additional amendment costs.

Next steps for funding project costs

CVAG staff continues to look for additional funding for the ACCESS – Indian Canyon project.

This fall, CVAG submitted a \$50 million grant request to the U.S. Department of Transportation's Reconnecting Communities and Neighborhoods Grant. If secured, it would offset the need for a regional and local share. The federal program is highly competitive and awards will not be announced until spring 2024.

Staff also intends to submit a smaller funding request for the ACCESS- Indian Canyon project when the Southern California Association of Governments (SCAG) issues a call for projects for the Region's Carbon Reduction Program and the Congestion Mitigation and Air Quality (CMAQ)/ Surface Transportation Block Grant (STBG) Programs. It is anticipated that SCAG will have an estimated \$275 million for the three programs, with Riverside County's targeted share estimated at \$33 million.

Applications from the region will first go to RCTC staff for screening criteria, and RCTC's Committees are in the process of finalizing its scoring rubric. During a recent meeting of RCTC's Budget and Implementation Committee, it was noted by Cathedral City Councilmember Raymond Gregory, the City's RCTC representative, that the current procedures would place Coachella Valley projects 10 points behind RCTC's "highly recommended" projects in western Riverside County. CVAG staff is working with RCTC staff to address this issue, and has requested that at least ACCESS- Indian Canyon be provided the same points as other "highly recommended" projects in order to leverage the LTCAP award and lower and/or eliminate the reliance of local and regional funding to cover the remaining costs. Staff will also be requesting that future funding cycles provide better opportunities for the valley's projects to compete.

Attachments:

1. CVAG's ACCESS Indian Canyon Drive fact sheet:
https://cvag.org/library/pdf_files/trans/ACCESS_Fact_Sheet.pdf
2. Amendment No. 2 to MBI's contract for the Western Coachella Valley Flooding and Blowsand Projects – Phase One

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

This **AMENDMENT NUMBER TWO** is made and entered into this **4th day of December 2023**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **MICHAEL BAKER INTERNATIONAL, INC. (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated September 26, 2022, for Western Coachella Valley Flood and Blowsand Road Improvement Project – Phase I.

1. This Amendment Number Two authorizes CVAG funds in the amount not to exceed **\$2,540,073.99** for additional Michael Baker International (MBI) design and engineering services for Indian Canyon improvements as outlined in Exhibit A-1 Statement of Work and Exhibit B-1 Work Plan Tasks and Costs.
2. The total amount payable under this agreement shall not exceed **\$7,799,491.57**.

Original Contract	September 26, 2022	\$4,464,631.58
Amendment Number One	September 25, 2023	\$ 794,786.00
Amendment Number Two	December 4, 2023	<u>\$ 2,540,073.99</u>
Total Contract not-to-exceed		\$7,799,491.57

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**

MICHAEL BAKER INTERNATIONAL, INC

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Steve Latino, Associate Vice President

Date: _____

Date: _____

Attachment A-1

**Michael Baker International – WCV Flood and Blowsand Project
Amendment No. 2
Statement of Work**

Pursuant to CVAG receiving the LTCAP Grant for the construction of Indian Canyon, additional work is required to design and construct the elevated, covered pedestrian structure to the west of the existing road. The original project included the blowsand/flooding crossings (Contech arches) at the north end of the project near Palm Springs Station Road and the south end near Sunset Parkway. This amendment includes the work to provide environmental clearance, structural and engineering design to incorporate the elevated pathway tying Sunrise Parkway to the existing Amtrak Station. The structure, which is approximately 1.6 miles in length, will be a “stand alone” structure to the west of the proposed improvements and existing road, and is anticipated to be a Contech “Big R” type Bridge with up to 2 standard spans including an overhead solar canopy. Michael Baker will design a connection to the Amtrak Station on the north and for a connection structure at Sunrise Parkway to provide access back to the at-grade intersection as well as accommodate the future expansion of CV Link. The proposed work follows the same task structure as the original Indian Canyon contract.

Attachment B-1
Michael Baker International – WCV Flood and Blowsand Project
Amendment No. 2
Work Plan Task and Costs

Please see following pages,

DRAFT

Michael Baker International, Inc.

	Name	Latino, Steven; PE, TE	Alberts, Christopher; PLS	Bilezikjian, Tanya; PE	Mielke, Brad; PE	Torres, Eddie	Chandoo, Mujahid; PE	Harden, Chad; PE, SE	Perko, Kevin; PE, ENV SP	Hernandez, Octavio; PE	Bornyasz, Margaret	Nayyar, Margo	Tran, Frank; PE	Weaver, Wade; PLS	Giffen, Steven; PE	Riggs, Shelah	Dietrich, Carla; PE, PTOE
	Classification	Project Manager / Contract Manager	Project Principal	QA/QC	QA/QC	Environmental Manager	Technical Manager	Technical Manager	Assistant Project Manager	Technical Manager	Technical Manager	Environmental Manager	Technical Manager	Senior Surveyor	Technical Specialist	Project Manager	Technical Manager
Task No.	Task Description	\$ 303.72	\$ 327.71	\$ 375.47	\$ 312.42	\$ 297.35	\$ 289.25	\$ 269.72	\$ 248.14	\$ 251.62	\$ 233.78	\$ 233.52	\$ 223.43	\$ 208.50	\$ 214.87	\$ 212.50	\$ 209.33
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	182	8	48	30	0	0	0	72	8	0	0	8	4	0	0	0
1.1	Project Kickoff and Regular Design Meetings	90	8						24	8			8				
1.2	Monthly Invoicing & Progress Reports	32							16								
1.3	Quality Control	60		48	30				32				4				
2.0	SURVEY	12	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0
2.1	Aerial Topographic Survey	8							8								
2.2	Right of Way Record Map, Records Research and Field Assessment	4															
2.3	Pothole Surveys																
2.4	Monument Rehabilitation																
3.0	RIGHT-OF-WAY	20	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0
3.1	Project Management	8							4								
3.2	Right-of-Way Cost Estimates and Data Sheets	2							2								
3.3	Appraisal Reports (Under ODC's)																
3.4	Appraisal Review (Under ODC's)																
3.5	Right of Entry Permits																
3.6	Acquisition and Negotiation	6							4								
3.7	Escrows Coordination																
3.8	Right-of-Way Certification																
3.9	Eminent Domain Support	4							2								
4.0	HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE	16	0	0	0	0	80	0	4	0	0	0	0	0	160	0	0
4.1	Scour Analysis	8					80		4						160		
4.2	Roadway Drainage	4															
4.3	NPDES Compliance (Optional)	4															
5.0	ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING	28	0	0	0	24	0	0	32	0	48	5	0	0	0	92	32
5.1	Project Initiation and Project Description	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.1.1	Project Initiation for Environment Work Plan	2															
5.1.2	Literature/Record Research and Project Description																
5.2	Technical Studies	18	0	0	0	24	0	0	18	0	0	5	0	0	0	0	32
5.2.1	Air Quality Analysis	1				6			1								
5.2.2	Greenhouse Gas Emissions	1				4			1								
5.2.3	Energy Assessment	1				4			1								
5.2.4	Noise Study Report	1				10			1								
5.2.5	Cultural Resources Assessment	1							1			5					
5.2.6	Transportation	1							1								32
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report	1							1								
5.2.8	Water Quality Assessment Report	1							1								
5.2.9	Biological Resources Assessment	10	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis	1							1								
5.2.9.2	Focused Burrowing Owl Surveys	1							1								
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys	1							1								
5.2.9.4	Rare Plant Surveys	1							1								
5.2.9.5	Joint Project Review Application (Optional Task)	1							1								
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)	1							1								
5.2.9.7	Biological Resource Technical Report (Optional Task)	1							1								
5.2.9.8	Biological Assessment (Optional Task)	1							1								
5.2.9.9	Aquatic Resources Delineation Report	1							1								
5.2.9.10	Resource Agency Coordination	1							1								
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)																
5.3.2	Public Scoping Meeting	1							2								
5.4	Preparation of the EIR/EIS	5	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0
5.4.1	Administrative Draft EIR/EIS Preparation	2							2								
5.4.2	Screencheck Draft EIR/EIS Preparation	2							2								
5.4.3	Circulation of Draft EIR/EIS and Public Notification								1								
5.4.4	Final EIR/EIS Preparation	1							1								
5.5	Regulatory Coordination, Consultation and Permitting	0	0	0	0	0	0	0	0	0	48	0	0	0	0	92	0
5.5.1	USACE 404 Authorization										12					40	
5.5.2	401 Water Quality Certification										12					8	
5.5.3	CDFW 1602 Streambed Alteration Agreement										12					12	
5.5.4	Resource Agency Coordination										12					32	

	Name	Latino, Steven; PE, TE	Alberts, Christopher; PLS	Bilezikjian, Tanya; PE	Mielke, Brad; PE	Torres, Eddie	Chandoo, Mujahid; PE	Harden, Chad; PE, SE	Perko, Kevin; PE, ENV SP	Hernandez, Octavio; PE	Bornyasz, Margaret	Nayyar, Margo	Tran, Frank; PE	Weaver, Wade; PLS	Giffen, Steven; PE	Riggs, Shelah	Dietrich, Carla; PE, PTOE
	Classification	Project Manager / Contract Manager	Project Principal	QA/QC	QA/QC	Environmental Manager	Technical Manager	Technical Manager	Assistant Project Manager	Technical Manager	Technical Manager	Environmental Manager	Technical Manager	Senior Surveyor	Technical Specialist	Project Manager	Technical Manager
Task No.	Task Description	\$ 303.72	\$ 327.71	\$ 375.47	\$ 312.42	\$ 297.35	\$ 289.25	\$ 269.72	\$ 248.14	\$ 251.62	\$ 233.78	\$ 233.52	\$ 223.43	\$ 208.50	\$ 214.87	\$ 212.50	\$ 209.33
5.6	Environmental Task Management	2	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0
5.6.1	Coordination Meetings								2								
5.6.2	Public Hearings	2							4								
5.6.3	Environmental Tasks Management																
6.0	ROADWAY	11	0	0	0	0	0	0	18	6	0	0	132	0	0	0	0
	Preliminary Engineering																
6.1	Roadway Geometrical Approval Drawings (30% Plans)	4							6	2			40				
	Final Plans, Specifications and Estimates																
6.2	60% Roadway Plans, Specifications and Estimates	4							6	2			48				
6.3	90% Roadway Plans, Specifications and Estimates	2							3	1			32				
6.4	Final Contract Bid Documents	1							3	1			12				
7.0	TRAFFIC CONTROL	2	0	0	0	0	0	0	8	10	0	0	0	0	0	0	0
7.1	Traffic Control Plans	2							8	10							
8.0	STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)	0	0	0	0	0	0	466	42	0	0	0	0	0	0	0	0
8.1	Bridge Type Selection							58	6								
8.2	65% PS&E							216	12								
8.3	Structures Quality Control							80									
8.4	95 % PS&E							80	12								
8.5	100% PS&E							16	6								
8.6	Final PS&E							16	6								
9.0	UTILITIES	2	0	0	0	0	0	0	2	0	0	0	6	0	0	0	0
9.1	Utility Coordination	2							2				6				
9.2	Utility Potholing																
10.0	GEOTECHNICAL	8	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0
10.1	Preliminary Foundation Report	8							8								
10.2	Geotechnical Investigation																
10.3	Laboratory Testing																
10.4	Geotechnical Engineering Analyses								4								
11.0	POST DESIGN SERVICES	90	0	0	0	0	0	0	72	0	0	0	90	0	0	0	0
11.1	Services During Bidding	30							24				30				
11.2	Construction Services	60							48				60				
Subtotal Hours:		371	8	48	30	24	80	466	282	24	48	5	236	4	160	92	32
Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:																	
Escalation																	
Total Hours and Fee:		\$112,680.12	\$2,621.68	\$18,022.56	\$9,372.60	\$7,136.40	\$23,140.00	\$125,689.52	\$69,975.48	\$6,038.88	\$11,221.44	\$1,167.60	\$52,729.48	\$834.00	\$34,379.20	\$19,550.00	\$6,698.56

	Name	Meyerhoff, Elizabeth	Salas, Tony; PE	Jarrad Truman	Pitner, Todd; PE, QSD/P	Chi, Steven; PLS	Rivera, Jaime	Gonzalez, Oscar	Murillo, Kimilee; EIT	Peltier, Danielle; EIT	Losey, Brad; PE	Abarca, Perla	Jans, Nora	Price, Dan	Tung, Dorothy	Mosquera, Jessica	Turner, Kyle
	Classification	Task Lead-Environmental	Technical Manager	Supervising Surveyor/PM	Task Lead-Hydrology & Hydraulics	Survey Party Chief	Designer	Designer	Civil Associate	Civil Associate	Drainage Lead	Project Manager	Surface Water Specialist	Civil Associate	Civil Associate	Senior Structures Engineer	Structural Engineer
Task No.	Task Description	\$ 197.46	\$ 191.51	\$ 280.70	\$ 196.71	\$ 175.86	\$ 138.30	\$ 130.19	\$ 140.70	\$ 140.70	\$ 289.15	\$ 239.11	\$ 159.71	\$ 135.64	\$ 142.48	\$ 226.01	\$ 217.23
5.6	Environmental Task Management	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.6.1	Coordination Meetings	4															
5.6.2	Public Hearings	8															
5.6.3	Environmental Tasks Management	12															
6.0	ROADWAY	0	9	0	30	0	290	290	116	30	0	0	0	0	0	0	0
	Preliminary Engineering																
6.1	Roadway Geometrical Approval Drawings (30% Plans)		2		12		110	110	36	12							
	Final Plans, Specifications and Estimates																
6.2	60% Roadway Plans, Specifications and Estimates		4		12		116	116	40	12							
6.3	90% Roadway Plans, Specifications and Estimates		2		6		40	40	32	6							
6.4	Final Contract Bid Documents		1				24	24	8								
7.0	TRAFFIC CONTROL	0	10	0	0	0	0	0	30	0	0	0	0	0	0	0	0
7.1	Traffic Control Plans		10						30								
8.0	STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	668	356
8.1	Bridge Type Selection															118	48
8.2	65% PS&E															356	200
8.3	Structures Quality Control																
8.4	95 % PS&E															140	76
8.5	100% PS&E															27	16
8.6	Final PS&E															27	16
9.0	UTILITIES	0	0	0	0	0	4	4	8	0	0	0	0	0	0	0	0
9.1	Utility Coordination						4	4	8								
9.2	Utility Potholing																
10.0	GEOTECHNICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.1	Preliminary Foundation Report																
10.2	Geotechnical Investigation																
10.3	Laboratory Testing																
10.4	Geotechnical Engineering Analyses																
11.0	POST DESIGN SERVICES	0	0	0	0	0	42	42	15	0	0	0	0	0	0	0	0
11.1	Services During Bidding						12	12									
11.2	Construction Services						30	30	15								
Subtotal Hours:		57	27	10	236	32	336	336	177	397	56	36	145	510	310	668	356
Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:																	
Escalation																	
Total Hours and Fee:		\$11,255.22	\$5,170.77	\$2,807.00	\$46,423.56	\$5,627.52	\$46,468.80	\$43,743.84	\$24,903.90	\$55,857.90	\$16,192.40	\$8,607.96	\$23,157.95	\$69,176.40	\$44,168.80	\$150,974.68	\$77,333.88

Michael Baker International, Inc.

	Name	Lozano, Andres	Lim Raymond	Chen, Zhe	Shivaiah, Darshan	Yuan, Yiting	Capiello, Jeanette	Minegar, Peter	Gonzales, Alicia	Gleason, Renee	Christie, David	Perine, Krista	Swim, Jacob	Tapia, Alex	Beherec, Marc	Kim, Monte	vanRensselaer, Max
	Classification	Assistant Structural Engineer	Senior Designer	AQ / GHG / Energy / Noise QA/QC	Environmental Specialist	Environmental Specialist	Graphic Artist	Technical Manager	QA/QC	Senior Environmental Specialist	Planner	Planner	Traffic Planner	Assistant Traffic Planner	Cultural Project Manager	Cultural	Cultural
Task No.	Task Description	\$ 145.51	\$ 183.12	\$ 163.55	\$ 147.41	\$ 108.39	\$ 137.34	\$ 322.79	\$ 185.31	\$ 151.87	\$ 120.24	\$ 100.19	\$ 147.23	\$ 125.10	\$ 168.44	\$ 170.97	\$ 105.08
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.1	Project Kickoff and Regular Design Meetings																
1.2	Monthly Invoicing & Progress Reports																
1.3	Quality Control																
2.0	SURVEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.1	Aerial Topographic Survey																
2.2	Right of Way Record Map, Records Research and Field Assessment																
2.3	Pothole Surveys																
2.4	Monument Rehabilitation																
3.0	RIGHT-OF-WAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1	Project Management																
3.2	Right-of-Way Cost Estimates and Data Sheets																
3.3	Appraisal Reports (Under ODC's)																
3.4	Appraisal Review (Under ODC's)																
3.5	Right of Entry Permits																
3.6	Acquisition and Negotiation																
3.7	Escrows Coordination																
3.8	Right-of-Way Certification																
3.9	Eminent Domain Support																
4.0	HYDROLOGY & HYDRAULICS/ROADWAY DRAINAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.1	Scour Analysis																
4.2	Roadway Drainage																
4.3	NPDES Compliance (Optional)																
5.0	ENVIRONMENTAL REVIEW, COORDINATION, DESIGN AND PERMITTING	0	0	11	135	35	12	18	17	92	142	70	32	100	10	10	24
5.1	Project Initiation and Project Description	0	0	0	0	0	0	6	0	8	8	0	0	0	0	0	0
5.1.1	Project Initiation for Environment Work Plan							2		8	8						
5.1.2	Literature/Record Research and Project Description							4									
5.2	Technical Studies	0	0	11	135	35	12	0	0	0	0	0	32	100	10	10	24
5.2.1	Air Quality Analysis			3	40	8											
5.2.2	Greenhouse Gas Emissions			2	20	3											
5.2.3	Energy Assessment			2	15	6											
5.2.4	Noise Study Report			4	60	18											
5.2.5	Cultural Resources Assessment						12								10	10	24
5.2.6	Transportation											32	100				
5.2.7	Location Hydraulic Study and Summary Floodplain Evaluation Report																
5.2.8	Water Quality Assessment Report																
5.2.9	Biological Resources Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.2.9.1	Biological Resources Assessment and Coachella Valley MSHCP Consistency Analysis																
5.2.9.2	Focused Burrowing Owl Surveys																
5.2.9.3	Coachella Valley Fringed-Toed Lizard Protocol Surveys																
5.2.9.4	Rare Plant Surveys																
5.2.9.5	Joint Project Review Application (Optional Task)																
5.2.9.6	Protocol Desert Tortoise Surveys (Optional Task)																
5.2.9.7	Biological Resource Technical Report (Optional Task)																
5.2.9.8	Biological Assessment (Optional Task)																
5.2.9.9	Aquatic Resources Delineation Report																
5.2.9.10	Resource Agency Coordination																
5.3	Notice of Preparation/Notice of Intent & Public Scoping Meeting	0	0	0	0	0	0	2	1	4	4	2	0	0	0	0	0
5.3.1	Notice of Preparation (NOP) and Notice of Intent (NOI)								1	2	4						
5.3.2	Public Scoping Meeting							2		2		2					
5.4	Preparation of the EIR/EIS	0	0	0	0	0	0	8	16	80	76	68	0	0	0	0	0
5.4.1	Administrative Draft EIR/EIS Preparation							2	8	32	32	24					
5.4.2	Screencheck Draft EIR/EIS Preparation							2	4	24	20	20					
5.4.3	Circulation of Draft EIR/EIS and Public Notification							2	2	12	12	12					
5.4.4	Final EIR/EIS Preparation							2	2	12	12	12					
5.5	Regulatory Coordination, Consultation and Permitting	0	0	0	0	0	0	0	0	0	54	0	0	0	0	0	0
5.5.1	USACE 404 Authorization										24						
5.5.2	401 Water Quality Certification										10						
5.5.3	CDFW 1602 Streambed Alteration Agreement										12						
5.5.4	Resource Agency Coordination										8						

	Name	Lozano, Andres	Lim Raymond	Chen, Zhe	Shivaiah, Darshan	Yuan, Yiting	Capiello, Jeanette	Minegar, Peter	Gonzales, Alicia	Gleason, Renee	Christie, David	Perine, Krista	Swim, Jacob	Tapia, Alex	Beherec, Marc	Kim, Monte	vanRensselaer, Max
	Classification	Assistant Structural Engineer	Senior Designer	AQ / GHG / Energy / Noise QA/QC	Environmental Specialist	Environmental Specialist	Graphic Artist	Technical Manager	QA/QC	Senior Environmental Specialist	Planner	Planner	Traffic Planner	Assistant Traffic Planner	Cultural Project Manager	Cultural	Cultural
Task No.	Task Description	\$ 145.51	\$ 183.12	\$ 163.55	\$ 147.41	\$ 108.39	\$ 137.34	\$ 322.79	\$ 185.31	\$ 151.87	\$ 120.24	\$ 100.19	\$ 147.23	\$ 125.10	\$ 168.44	\$ 170.97	\$ 105.08
5.6	Environmental Task Management	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
5.6.1	Coordination Meetings							2									
5.6.2	Public Hearings																
5.6.3	Environmental Tasks Management																
6.0	ROADWAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Preliminary Engineering																
6.1	Roadway Geometrical Approval Drawings (30% Plans)																
	Final Plans, Specifications and Estimates																
6.2	60% Roadway Plans, Specifications and Estimates																
6.3	90% Roadway Plans, Specifications and Estimates																
6.4	Final Contract Bid Documents																
7.0	TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.1	Traffic Control Plans																
8.0	STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)	196	968	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8.1	Bridge Type Selection		130														
8.2	65% PS&E	124	540														
8.3	Structures Quality Control																
8.4	95 % PS&E	48	210														
8.5	100% PS&E	12	44														
8.6	Final PS&E	12	44														
9.0	UTILITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9.1	Utility Coordination																
9.2	Utility Potholing																
10.0	GEOTECHNICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.1	Preliminary Foundation Report																
10.2	Geotechnical Investigation																
10.3	Laboratory Testing																
10.4	Geotechnical Engineering Analyses																
11.0	POST DESIGN SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.1	Services During Bidding																
11.2	Construction Services																
Subtotal Hours:		196	968	11	135	35	12	18	17	92	142	70	32	100	10	10	24
Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:																	
Escalation																	
Total Hours and Fee:		\$28,519.96	\$177,260.16	\$1,799.05	\$19,900.35	\$3,793.65	\$1,648.08	\$5,810.22	\$3,150.27	\$13,972.04	\$17,074.08	\$7,013.30	\$4,711.36	\$12,510.00	\$1,684.40	\$1,709.70	\$2,521.92

	Name	Young, Marcel	Perez, Jon	Cotham, Ana	Popp, Art	Millington, Tom	Winkleman, Ryan	Nees, Matt	Eubanks, Kyle	Blair, Jason "Jay"	Perez, Marlena	Nguyen, Dung "Sam"	Beck, Richard	Tidwell, Timothy	Parent, John	Phaneuf, Ryan	Nakagawa, April
	Classification	Field Archaeologist	GIT	Editor	Biologist Lead	Biologist	Biologist	Survey Party Chief	Designer	Survey Technician	Project Manager-Highway	Civil Associate	Program Manager	Senior Biologist	Associate Biologist	Associate Biologist	Associate Biologist
Task No.	Task Description	\$ 83.21	\$ 171.39	\$ 102.30	\$ 214.56	\$ 175.50	\$ 177.20	\$ 183.92	\$ 143.17	\$ 136.22	\$ 206.50	\$ 106.06	\$ 369.16	\$ 171.09	\$ 124.41	\$ 129.63	\$ 124.85
5.6	Environmental Task Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.6.1	Coordination Meetings																
5.6.2	Public Hearings																
5.6.3	Environmental Tasks Management																
6.0	ROADWAY	0	0	0	0	0	0	0	0	0	44	220	0	0	0	0	0
	Preliminary Engineering																
6.1	Roadway Geometrical Approval Drawings (30% Plans)										16	80					
	Final Plans, Specifications and Estimates																
6.2	60% Roadway Plans, Specifications and Estimates										16	80					
6.3	90% Roadway Plans, Specifications and Estimates										8	40					
6.4	Final Contract Bid Documents										4	20					
7.0	TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	30	0	0	0	0	0
7.1	Traffic Control Plans											30					
8.0	STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8.1	Bridge Type Selection																
8.2	65% PS&E																
8.3	Structures Quality Control																
8.4	95 % PS&E																
8.5	100% PS&E																
8.6	Final PS&E																
9.0	UTILITIES	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0
9.1	Utility Coordination											8					
9.2	Utility Potholing																
10.0	GEOTECHNICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.1	Preliminary Foundation Report																
10.2	Geotechnical Investigation																
10.3	Laboratory Testing																
10.4	Geotechnical Engineering Analyses																
11.0	POST DESIGN SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.1	Services During Bidding																
11.2	Construction Services																
Subtotal Hours:		12	12	12	20	196	70	40	40	48	44	258	7	12	98	12	16
Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:																	
Escalation																	
Total Hours and Fee:		\$998.52	\$2,056.68	\$1,227.60	\$4,291.20	\$34,398.00	\$12,404.00	\$7,356.80	\$5,726.80	\$6,538.56	\$9,086.00	\$27,363.48	\$2,584.12	\$2,053.08	\$12,192.18	\$1,555.56	\$1,997.60


	Name	Ming, Trina	Mapes, Lauren	McPherson, James			Cogstone	Contech	Monument	Earth Mechanics	Total Subconsultant(s)	
	Classification	Assistant Biologist	Assistant Biologist	Senior GIS Analyst	Total Michael Baker Hours	Total Michael Baker Fee						Michael Baker Total Team Fee
Task No.	Task Description	\$ 116.57	\$ 90.94	\$ 151.24			Fee	Fee	Fee	Fee	Fee	
5.6	Environmental Task Management	0	0	0	34	\$7,480.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,480.90
5.6.1	Coordination Meetings				8	\$1,931.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,931.70
5.6.2	Public Hearings				14	\$3,179.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,179.68
5.6.3	Environmental Tasks Management				12	\$2,369.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,369.52
6.0	ROADWAY	0	0	0	1,196	\$177,258.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,258.31
	Preliminary Engineering				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.1	Roadway Geometrical Approval Drawings (30% Plans)				430	\$62,964.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,964.00
	Final Plans, Specifications and Estimates				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.2	60% Roadway Plans, Specifications and Estimates				456	\$67,308.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,308.20
6.3	90% Roadway Plans, Specifications and Estimates				212	\$32,297.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,297.12
6.4	Final Contract Bid Documents				98	\$14,688.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,688.99
7.0	TRAFFIC CONTROL	0	0	0	90	\$14,426.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,426.66
7.1	Traffic Control Plans				90	\$14,426.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,426.66
8.0	STRUCTURAL CALCULATIONS AND STRUCTURAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)	0	0	0	2,696	\$570,200.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570,200.08
8.1	Bridge Type Selection				360	\$78,034.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,034.42
8.2	65% PS&E				1,448	\$302,070.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,070.80
8.3	Structures Quality Control				80	\$21,577.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,577.60
8.4	95 % PS&E				566	\$118,145.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$118,145.84
8.5	100% PS&E				121	\$25,185.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,185.71
8.6	Final PS&E				121	\$25,185.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,185.71
9.0	UTILITIES	0	0	0	34	\$5,492.34	\$0.00	\$0.00	\$7,000.00	\$0.00	\$7,000.00	\$12,492.34
9.1	Utility Coordination				34	\$5,492.34	\$0.00	\$0.00	\$7,000.00	\$0.00	\$7,000.00	\$12,492.34
9.2	Utility Potholing				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10.0	GEOTECHNICAL	0	0	0	20	\$5,407.44	\$0.00	\$0.00	\$0.00	\$675,000.00	\$675,000.00	\$680,407.44
10.1	Preliminary Foundation Report				16	\$4,414.88	\$0.00	\$0.00	\$0.00	\$101,250.00	\$101,250.00	\$105,664.88
10.2	Geotechnical Investigation				0	\$0.00	\$0.00	\$0.00	\$0.00	\$141,750.00	\$141,750.00	\$141,750.00
10.3	Laboratory Testing				0	\$0.00	\$0.00	\$0.00	\$0.00	\$141,750.00	\$141,750.00	\$141,750.00
10.4	Geotechnical Engineering Analyses				4	\$992.56	\$0.00	\$0.00	\$0.00	\$290,250.00	\$290,250.00	\$291,242.56
11.0	POST DESIGN SERVICES	0	0	0	351	\$78,696.66	\$0.00	\$0.00	\$0.00	\$11,500.00	\$11,500.00	\$90,196.66
11.1	Services During Bidding				108	\$24,991.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,991.74
11.2	Construction Services				243	\$53,704.92	\$0.00	\$0.00	\$0.00	\$11,500.00	\$11,500.00	\$65,204.92
Subtotal Hours:		32	56	24	8,480	\$1,580,489.46	\$4,445.00	\$0.00	\$18,969.51	\$686,500.00	\$709,914.51	\$2,290,403.97
Other Direct Costs/Appraisal Reports & Reviews/Aerial Mapping:						\$19,075.00	\$0.00	\$75,000.00	\$10,000.00	\$85,000.00	\$170,000.00	\$189,075.00
Escalation						\$32,500.61	\$0.00	\$0.00	\$10,932.41	\$17,162.00	\$28,094.41	\$60,595.02
Total Hours and Fee:		\$3,730.24	\$5,092.64	\$3,629.76	8,480	\$1,632,065.07	\$4,445.00	\$75,000.00	\$39,901.92	\$788,662.00	\$908,008.92	\$2,540,073.99

ITEM 13a

2023/2024 EXECUTIVE COMMITTEE ATTENDANCE ROSTER



CVAG JURISDICTION	JUL	AUG	SEP	OCT	NOV(Dec)*	DEC	JAN	FEB	MAR	APR	MAY(JUN)	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	-	-	✓	-	-	-	-	-	-	-	-	-
Cabazon Band of Mission Indians	-	-		-	-	-	-	-	-	-	-	-
Torres Martinez Desert Cahuilla Indians	-	-	✓	-	-	-	-	-	-	-	-	-
Twenty-Nine Palms Band of Mission Indians	-	-		-	-	-	-	-	-	-	-	-

Absent 
 No Meeting -
 Present ✓

*This is a joint meeting with the Transportation Committee.

ITEM 13b

FY 2023/2024 TRANSPORTATION COMMITTEE ATTENDANCE ROSTER



CVAG JURISDICTION	JUL	AUG	SEPT	OCT	NOV (Dec 4)*	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	✓

*This is a joint meeting with the Executive Committee.

ITEM 13c

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Status of I-10 Interchange Projects

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

Recommendation: Information

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

Completed: Indian Canyon @ I-10 (Mar '12); Gene Autry/Palm Drive @ I-10 (Mar '12); Date Palm Drive @ I-10 (May '14); Monterey Avenue Ramp @ I-10 (Apr '15); Bob Hope/Ramon @ I-10 (Sep '11); and Jefferson Street @ I-10 (Nov '17)

Monroe @ I-10: Final environmental document approved by Caltrans & PS&E phase is ongoing. The 95% plans resubmitted to Caltrans in November 2023 for review. Construction cost estimate is being updated after addition of cycle track/ low-speed electric vehicle (LSEV) path. Right-of-way (ROW) acquisition to begin in early 2024. Additional funding sources have been secured to fully fund construction.

Jackson @ I-10: Environmental document was approved in September 2021. CVAG approved funding for PS&E. PS&E phase started in May 2022 and work is ongoing.

Avenue 50 @ I-10: PS&E 90% complete. Seeking funding opportunities to advance the project to construction phase.

Avenue 50 @ SR 86: Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020 for grant matching funds. Seeking grant funding to complete PS&E and ROW phases.

Dillon Road @ I-10 @ SR 86: PA&ED underway.

Golf Center Parkway @ I-10: PSR on hold.

Da Vall Drive @ I-10: PSR/PDS is complete and approved by Caltrans. Caltrans submitted an agreement to proceed with PA&ED phase for evaluation.

Portola @ I-10: County completed PS&E and obtained Caltrans approval to shelve the project in April 2022. Per CVAG approval in June 2022, the project has been suspended.

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

ITEM 13d

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Arterial Program - Project Status Report
11/29/2023



Project Description	Lead Agency	CVAG Funded						Status
		PEng	ENV	PS&E	ROW	CON	Through	
Interchanges								
Avenue 50 @ 86S	COA						ROW	CVAG approved funding for PS&E & ROW.
Avenue 50 @ I-10	COA						PS&E	PS&E contract underway.
Jackson Street @ I-10	COR						PS&E	Final Env Doc approved by Caltrans. CVAG approved PS&E funds. PS&E phase ongoing.
Monroe Street @ I-10	COR						Construction	Final Env Doc approved by Caltrans. Resubmitting 95% PSE to Caltrans Nov. 2023 with cycle track facility added.
Portola Avenue @ I-10	COR						PS&E	PS&E completed. Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.

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

Bridges								
Airport Boulevard Bridge	COR						Construction	CVAG Executive Committee approved funding from design to construction.
Avenue 44 Bridge over WWR	Indio						Construction	Enviro cleared. ROW cleared. Plans are at 99%. Pending funding from Caltrans.
Avenue 50 Bridge over WWR	COA						ROW	PS&E & ROW underway.
Avenue 50 Bridge over LQEC	LQ						Construction	CVAG Executive Committee approved funding from design to construction.
Avenue 66 Grade Separation over UPRR	COR						Construction	Repairing damage improvements from summer storms before final acceptance from Caltrans.
Cathedral Canyon Drive Bridge	CC						Construction	Construction complete. Completing close out documentation by Caltrans.
Dillon Road over WWR	COA						Environmental	CEQA and NEPA complete. State clarification required for eligibility of HBP funds for PS&E and construction.
Dune Palms Road Bridge over WWR	LQ						Construction	Project under construction. City constructing project by advancing Highway Bridge Project (HBP) funding.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						ROW	In final design. Plans submitted for review.
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Construction	Project in construction.
Ramon Road Bridge	PS						ROW	ROW pending CVWD final agreement almost complete.
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						PS&E	Plans complete. Requesting funding from Caltrans for construction.
Vista Chino Bridge over WWR	PS						PEng	Project is in PEng phase. Extensive negotiations with SCE for utility relocation.

Interchange Preparation Fund Projects								
Da Vall Drive @ I-10	CC						PSR	PSR-PDS approved by Caltrans.
Dillon Road @ I-10 & SR86	COA						PSR	PSR complete. PA&ED is underway.
Golf Center Parkway @ I-10	Indio						PSR	PSR on hold.

Regional Projects								
Broadband Strategic Plan	CVAG							LATA grant awarded. CVAG awarded and executed contract with HR Green.
CV Sync - Phase 1	CVAG						Construction	Executive Committee authorized CVAG to file the Notice of Completion.
CV Sync - Phase 2	CVAG						Construction	Construction underway. Contractor ordering supplies, transitioning to Phase II.
Flooding and Blowsand - Phase 1	CVAG						PEng/ENV	Survey, ROW & Traffic Study completed. Environmental docs complete. Preliminary street design 90% complete.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella LQ-La Quinta;
Other Acronyms: PAED = Project Approval and Environmental Design; PE = Preliminary Engineering; PSR = Project Study Report; RR = Railroad; UPRR = Union Pacific Railroad; WWR = Whitewater River; SCE = Southern California Edison; HBP = Highway Bridge Program; CVWD = Coachella Valley Water District
LATA = Local Agency Technical Assistance; RFP = Request for Proposal

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

ITEM 13e

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
 Bicycle & Pedestrian Safety Program - Project Status Report
 11/29/2023



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

Project Description	Lead Agency	Grant Funded			Status
		Design	App	CON	
CV Link	CVAG				Construction ongoing in multiple cities. Additional groundbreakings forthcoming.
ATP - Arts & Music Line	CVAG				Design & NEPA underway. 65% plans are being reviewed by cities. Recommending contracts, including and non-infrastructure components, with this agenda packet.
ATP - Cathedral City Downtown Connectors	CC				Bids received and are being evaluated by Cathedral City staff.
ATP - DHS CV Link Extension	DHS				Under design.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella; LQ-La Quinta; DHS-Desert Hot Springs
 ATP-Active Transportation Program; ROW-Right of Way, NEPA- National Environmental Policy Act, MPO-Metropolitan Planning Organization

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
INVESTMENT REPORT
FOR SEPTEMBER 30, 2023**

Description	Carrying Amount	% of Total	Fair Market Value		% of Total	Interest Rate Yield
CASH AND INVESTMENTS UNDER THE DIRECTION OF CVAG						
County of Riverside Treasury	\$ 16,208,288	33.64%	\$ 15,857,864	[a]	33.45%	4.07%
Local Agency Investment Fund (LAIF)	\$ 31,352,971	65.07%	\$ 30,923,678	[b]	65.24%	3.53%
Wells Fargo - Imprest Checking	\$ 482,553	1.00%	\$ 482,553		1.02%	N/A
Wells Fargo - Payroll Checking	\$ 123,045	0.26%	\$ 123,045		0.26%	N/A
PayPal	\$ 12,730	0.03%	\$ 12,730	[c]	0.03%	N/A
Petty Cash	\$ 300	0.00%	\$ 300		0.00%	N/A
Overall Total	\$ 48,179,886	100.00%	\$ 47,400,170		100.00%	

Note:

[a] Source of Market Values - County of Riverside Treasurer's Pooled Investment Fund Monthly Report - September 2023. Paper Gain/(Loss) was (2.162)%. Fair market value does not include accrued interest.

[b] Source of Market Values - LAIF, State of California Pooled Money Investment Account Market Valuation - September 2023. Paper Gain/(Loss) was (1.369)%. Fair market value includes accrued interest.

[c] The PayPal account was created to receive sponsorship and ticket sales for the CVAG General Assembly.

I hereby certify that the investment portfolio of the Coachella Valley Association of Governments (CVAG) complies with the California Government Sections pertaining to the investment of agency funds. CVAG's written Investment Policy is more stringent than the requirements of California law, as this policy requires diversity of investments. The policy also states that no more than 55% of the total investment portfolio will be invested in a single security type or with a single financial institution, with the exception of LAIF, whereby CVAG has the option of investing up to the maximum allowable by LAIF.

The investment portfolio provides CVAG the ability to meet its expenditure requirements.

Submitted by:



Claude T. Kilgore, CPA
Director of Finance/Administration

ITEM 13g

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: Update on Local and Multi-Jurisdictional Hazard Mitigation Plans

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Information

Background: In April 2023, Riverside County Board of Supervisors adopted Resolution No. 2023-106 and published an updated Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan. The Plan identifies the County's hazards, reviews and assesses past disaster occurrences, estimates the probability of future occurrences, and sets goals to mitigate potential risks to reduce and/or eliminate long-term risk of natural and human-caused hazards. This plan is required by the Disaster Mitigation Act of 2000 and is necessary to be eligible for various federally funded grants and post-disaster assistance.

The County's 2023 plan covers a five-year period. It provides goals and mitigation strategies for the top 10 hazards and risks: earthquake, pandemic, wildland fire, electrical failure, emergent disease/contamination, cyberattack, terrorist event, communications failure, flooding and civil disorder. It was produced after an extensive public outreach effort, and is inclusive of feedback from local cities and Tribal nations. Additionally, a number of Coachella Valley cities are working on updates to their own hazard mitigation plans and disaster preparedness efforts. In Cathedral City, for example, a Nov. 8 staff report to City Council stated that the City is seeking a \$175,000 grant to update the City's 2017 plan. La Quinta's Council at its Nov. 7 meeting approved an agreement with the County's Emergency Management Department to provide a part-time emergency service coordinator position.

The issue of hazard mitigation planning was brought up at the September 2023 meeting of CVAG's Public Safety Committee, when committee members discussed the public safety response to Tropical Storm Hilary. The August storm set new rainfall records and also caused widespread damage. At the time, Riverside County staff noted that updated hazard mitigation plans were critical for jurisdictions to secure various grants and post-disaster assistance. President Biden in November declared the storm a major disaster, which provides federal funding to offset the costs of emergency repairs and hazard mitigation measures.

Riverside County Emergency Management Department Program Supervisor Eric Cadden attended the November meeting of the Public Safety committee to provide an update on the County's plan and local planning efforts.

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

Attachments: Riverside County's Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan, April 2023: <https://rivcoready.org/sites/g/files/aldnop181/files/2023-08/MJLHMP%208.7.23.pdf>

ITEM 13h

Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023



STAFF REPORT

Subject: Preparing Elected Officials For The Next Tropical Storm Hilary

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Information

Background: At the September 2023 meeting of the Public Safety Committee, members were provided an update on the public safety response to Tropical Storm Hilary. The August storm set new records, with the desert experiencing a year's worth of rainfall in a matter of hours. Major arterials and even neighborhoods were buried under several feet of mud and debris. The 911 emergency phone system experienced an outage. President Biden in November declared the storm a major disaster, which provides federal funding to offset the costs of emergency repairs and hazard mitigation measures.

The Public Safety Committee members in September discussed the ongoing recovery efforts as well as lessons learned. Members also requested several follow-ups for upcoming meetings, including a training opportunity to better prepare elected officials for future storms and natural disasters. Riverside County's Emergency Management Department Program Supervisor Eric Cadden provided this training as part of the November meeting of the Public Safety Committee.

CVAG staff is also providing resources from the Federal Emergency Management Agency (FEMA) that are designed for local elected and appointed officials. According to the FEMA resource guide (attached), *"Senior officials make significant policy and resource decisions before, during and after disasters. In many ways, senior officials can make or break the success of disaster operations. Disaster response and recovery are more effective when senior officials are familiar with emergency management processes and have established relationships with their community's emergency managers."*

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

Attachments:

1. FEMA's Quick Reference Guide with resource highlights
2. FEMA's "Local Elected and Appointed Officials Guide: Roles and Responsibilities in Emergency management," September 2022:
https://www.fema.gov/sites/default/files/documents/fema_local-elected-officials-guide_2022.pdf

Local Elected and Appointed Officials Quick Reference Guide

This resource highlights key concepts from FEMA's [Local Elected and Appointed Officials Guide: Roles and Resources in Emergency Management](#). For the full document, please visit: <https://www.fema.gov/emergency-managers/national-preparedness/plan>.

Introduction

Local elected and appointed officials—subsequently referred to as “senior officials”—balance many responsibilities and are expected to serve in numerous roles to support and lead their jurisdiction. During emergencies, the public may see senior officials as responsible for the success or failure of disaster response and recovery efforts.

Leading Communities Before, During and After Disasters

Senior officials make significant policy and resource decisions before, during and after disasters. In many ways, senior officials can make or break the success of disaster operations. Disaster response and recovery are more effective when senior officials are familiar with emergency management processes and have established relationships with their community's emergency managers.

- Senior officials typically make key policy decisions, collaborate with emergency managers and communicate key information to the public, including use of sign language, closed captioning and foreign language interpretation.
- Emergency managers work with relevant agencies and organizations to assess and mitigate risks, respond to emergencies and carry out recovery activities.

Understanding Potential Impacts on the Community

Local senior officials should be familiar with the potential impacts of threats and hazards such as floods, storms, earthquakes and wildfires, as well as less predictable incidents like active shooters, technological hazards, extended power outages or cyber incidents. Emergency managers can help senior officials learn about the threats and hazards most likely to affect the jurisdiction and the potential incident's impact on people, infrastructure and the economy.¹

¹ FEMA's [Resilience Analysis and Planning Tool \(RAPT\)](#) is a source of information that can assist local senior officials in formulating questions and help provide insights about their jurisdiction's threat and hazard profile.





Equity Considerations

Understanding potential disaster consequences begins with knowing who in the area might be affected, especially those disproportionately impacted. It is vitally important for senior officials to understand the demographic composition within their communities such as historically underserved populations, individuals with disabilities and others with access and functional needs since they may require additional assistance during a disaster. See the last page of this quick reference guide for more information.

Key Roles

Senior officials have important roles during every stage of a disaster. Key elements are presented below. The [Local Elected and Appointed Officials Checklists](#) provide additional details to help senior officials prepare for, respond to and recover from disasters and emergencies.

BUILD RESILIENCE BEFORE A DISASTER



Work with the emergency manager to establish preparedness priorities and encourage all government agency heads, academic and nonprofit organizations and business leaders to coordinate and collaborate on the jurisdiction's mitigation, response and recovery planning efforts. FEMA's [Developing and Maintaining Emergency Operations Plans \(Comprehensive Preparedness Guide 101, Version 3.0\)](#) offers comprehensive information on how to develop effective plans.



Champion community risk reduction by adopting and implementing mitigation and climate adaptation strategies. Examples include implementing hazard-resistant building codes and land use planning.



Encourage individuals, families and businesses to develop emergency plans and be self-sufficient in the immediate aftermath of a disaster.



Participate personally in emergency and disaster preparedness exercises to demonstrate support and practice executing legal and leadership responsibilities. Exercises also build familiarity with emergency management plans and staff.



Prepare for possible media interviews by working with the Public Information Officer (PIO) to build relationships with traditional and social media outlets and develop coordinated messaging.



Understand how continuity of essential private sector services and government operations will be maintained during disasters to minimize casualties and impacts, which may continue for long periods and require decentralized employee work locations.

RESPOND EFFECTIVELY DURING A DISASTER



Get informed quickly and stay in close touch with the emergency manager. Develop a regular meeting cadence with the lead emergency manager and appropriate individuals.



Trust and empower emergency management officials. This may include obtaining assistance from other agencies, the private sector or neighboring jurisdictions, declaring a state of emergency, issuing emergency orders and assuring compliance with proper fiscal procedures.



Communicate quickly, clearly and effectively to the whole community, and work with the PIO and other partners to ensure coordinated and accessible communication.

RECOVER EFFICIENTLY AFTER A DISASTER



Identify opportunities to build more resilient communities through improved planning and smart infrastructure investments, including mitigation projects and climate adaptation strategies that reduce risk from future events.



Understand use of the financial and in-kind assistance programs available that will help both community members and the government.



Leverage the expertise and resources of various departments and partner organizations. Include personnel with planning, community outreach, housing, public works, education systems, economic development, natural resources and public health expertise. FEMA's [Pre-Disaster Recovery Planning Guide for Local Governments](#) provides more potential partners.



Clearly communicate with community members and set realistic expectations to help instill trust and confidence during the recovery process. The recovery process and programs can be complex.



Ensure all codes and regulations are enforced during the recovery process. Develop disaster financial management processes and procedures before an incident.

Mutual Aid

Mutual aid agreements facilitate rapid, short-term deployment of emergency support from public or private sector partners before, during or after incidents, especially if local resources are inadequate or overwhelmed. They can be local, regional, statewide or interstate in scope. Additional information can be found in FEMA's [National Incident Management System Guideline for Mutual Aid](#).

Federal Disaster Financial Resources

The federal government can support jurisdictional governments that respond to and recover from disasters. Additional information can be found in FEMA's Local Elected and Appointed Officials Guide and [Disaster Financial Management Guide](#).

Key Stakeholder Considerations

- **Equity.** As stated in [Executive Order 13985](#), equity means “the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.” The most at-risk members of communities often experience the greatest losses from disasters.
- **Individuals with disabilities.** Individuals with disabilities are protected by the [Americans with Disabilities Act \(ADA\)](#) against being denied participation in or receiving benefits from emergency plans. Senior officials can use their authority, contacts and influence to promote inclusion of people with disabilities living in the community in the planning process so that their needs are met effectively during disasters.
- **Individuals with access and functional needs.** Examples include, but are not limited to, individuals with disabilities, elderly and populations having limited English proficiency, limited access to transportation, or limited access to financial resources to prepare for, respond to and recover from emergencies. A “One-Size-Fits-All” approach to emergency management planning, resourcing and information dissemination does not work for individuals with access and functional needs. Senior officials and civic leaders play important roles in developing plans and solutions that address the entire community.
- **Private sector organizations.** Including [private sector partners](#) in planning activities can improve and accelerate preparedness, response and recovery efforts. Senior officials may be helpful in connecting private sector businesses and emergency managers.
- **Voluntary and Non-Governmental Organizations.** These groups may respond to a disaster with available resources in accordance with the requirements of their internal policies and in cooperation with emergency management or senior officials. See FEMA's [Engaging Faith-Based and Community Organizations guide](#) for more information.
- **Individual Preparedness.** A community's ability to respond to or recover from disasters depends on the level of preparedness of every member. Basic individual preparedness requires enough resources to survive without outside help for several days. Senior officials should work with emergency managers to identify groups in the community that can help educate individuals, families and households about preparedness. Visit [ready.gov](#) for resources.

ITEM 13i

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: Engaging the CV 200 through CVAG's Mobile Access Center

Contact: Ivan Tenorio, Management Analyst (itenorio@cvag.org)

Recommendation: Information

Background: Over the coming months, CVAG staff will be providing the Homelessness Committee with staff reports and presentations that provide insights on various aspects of CVAG's Housing First operations and the efforts to permanently house the CV 200 clients. In November, CVAG staff is highlighting the mobile access center (or MAC).

CVAG's Executive Committee authorized the mobile access center in 2020 shortly after the decision was made to bring the Housing First program in-house. CVAG sought, and received, \$250,000 in Homeless Housing, Assistance and Prevention Program (HHAP) grant funding to launch the program. HHAP is a state-funded, block grant program administered by the Riverside County Continuum of Care to support regional coordination and expand or develop local capacity to address immediate homelessness challenges throughout California. The Riverside County Continuum of Care in 2020 received an HHAP allocation of \$3.3 million to advance the Continuum of Care's established funding principles. These included investing in programs addressing significant service gaps by targeting high need, or hard-to-serve geographic or special subpopulations; investing in solutions to address the unique needs of homeless individuals living in encampments; and investing in programs emphasizing the expansion of system coordination, outreach, navigation, and supportive services.

The mobile access center brings CVAG's outreach, intake, and referrals services to CV 200 clients on the streets. It is a repurposed vehicle that was originally granted to CVAG by South Coast Air Quality Management District to transport homeless individuals to and from the emergency overnight shelter at Roy's Desert Resource Center using clean air technology. Upon the closure of Roy's, CVAG made the vehicle available for use by Path of Life as part of its agreement with CVAG to operate CV Housing First. In early 2019, Path of Life returned the vehicle to CVAG, where it was sitting in storage.

By bringing the access center into the field, CVAG staff can address CV 200 and other homeless individuals who express interest in services but drop out during the period between outreach and intake into a crisis stabilization center. The mobile access center is also used in partnership with other organizations' outreach services, including Jewish Family Services' outreach efforts in Palm Springs each Friday. CVAG staff routinely notify local law enforcement about the mobile access center's outreach schedule.

Since its launch, CVAG staff have reached more than 900 unduplicated individuals through the mobile access center. Because the CV Housing First program is focused on the chronically homeless and CV 200, staff have used the mobile access center as a way to identify future CV

200 individuals or clients who should be considered by law enforcement and code enforcement for the list.

CVAG staff provided an overview of the mobile access center operations at the November meeting, including tours of the vehicle after the meeting adjourned.

Fiscal Analysis: CVAG's HHAP grant was for \$250,000 for the original retrofit as well as staffing and operational costs. The grant was amended to extend the terms until 2025. About \$32,800 in funding remains.

Additional costs related to operating the mobile access center, including staffing, are included as part of the general CV Housing First budget.

ITEM 13j

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: Update on Property Assessed Clean Energy (PACE) Program

Contact: Emily Langenbahn, Management Analyst (elangenbahn@cvag.org)

Recommendation: Information

Background: Property Assessed Clean Energy (PACE) programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their homes and businesses, with little or no money out of pocket. Financing for these improvements is paid back through a lien placed on the property and collected through the annual property tax bill. CVAG staff provides quarterly updates on the PACE program to the Energy & Sustainability Committee. The attached quarterly report details the PACE activity through September 2023.

Current active residential and commercial PACE providers in Coachella Valley consist of CaliforniaFIRST/Renew Financial (Renew), HomeRun Financing/PACE Funding (HomeRun), and FortiFi (formerly known as Energy Efficient Equity or E3). Ygrene Energy Fund (Ygrene) has suspended operations as a result of an unfair practices and fraud lawsuit filed by the California Attorney General's Office on behalf of the State of California and Ygrene customers, with the Court's final judgment rendered in favor of the State of California. It is unclear at this time whether Ygrene will continue to service its existing customers. CVAG staff is actively monitoring this situation and will provide updates to the Energy & Sustainability Committee as soon as they are available.

Residential and commercial installations have slowed down since the last report, potentially due to changes in the net energy metering (NEM) program put into effect by the California Public Utilities Commission (CPUC). This change is known as NEM 3.0, or the Solar Billing Plan, for Southern California Edison customers and took effect on April 15, 2023. Under the new program, new solar customers are compensated at a significantly lower rate for excess solar generation, leading to fewer rooftop solar installations in the coming months.

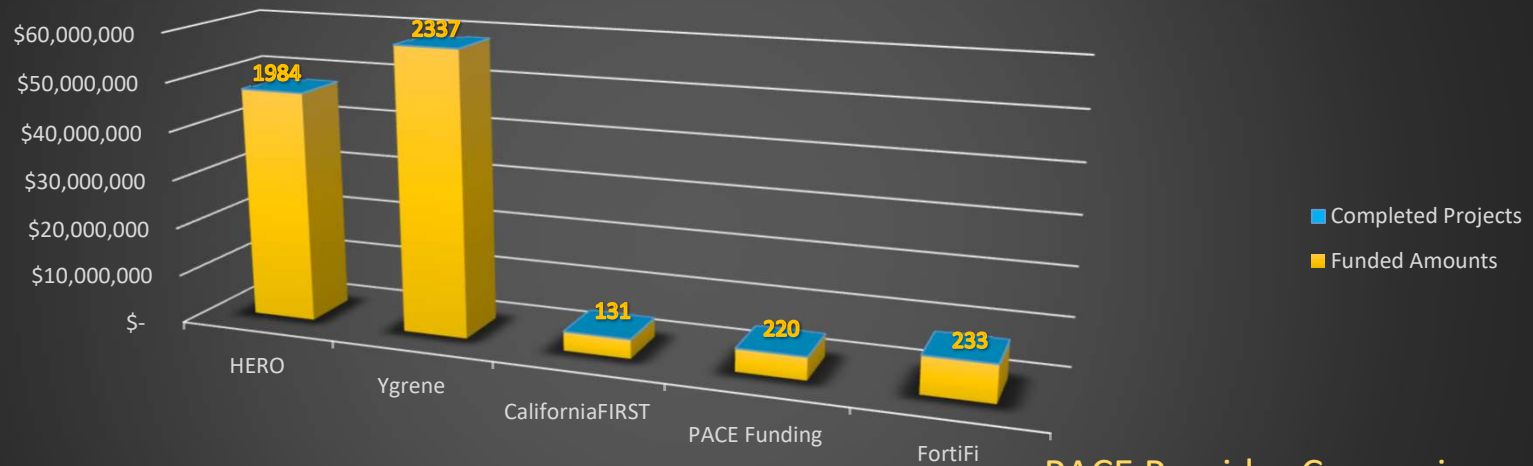
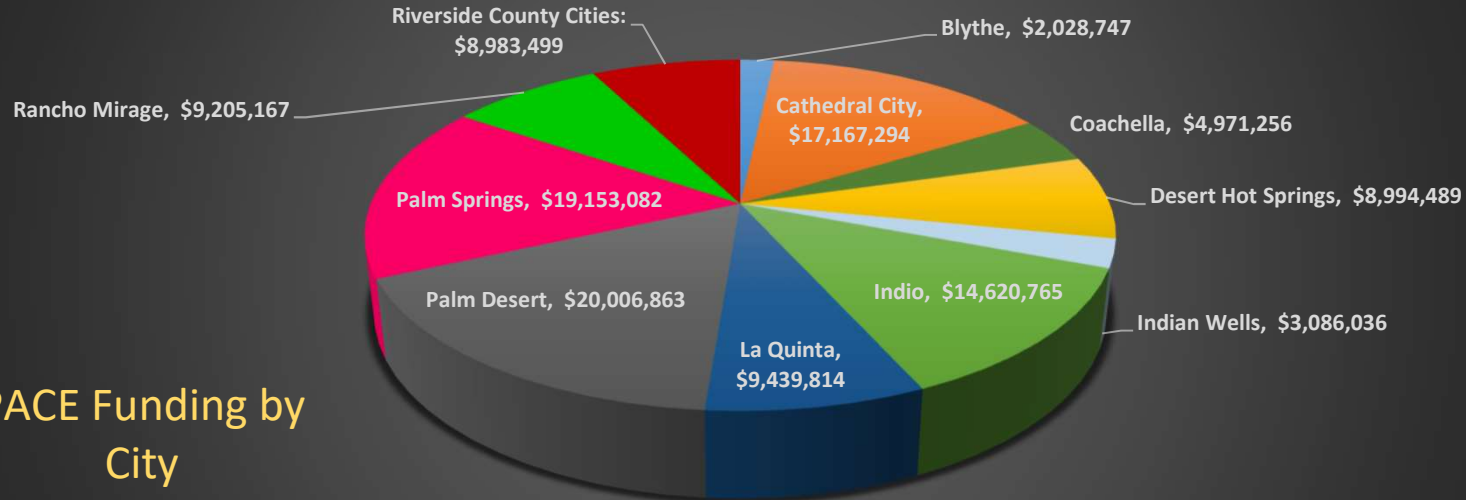
CVAG will continue to track and report on the status of the PACE residential and commercial PACE providers that operate in CVAG's member jurisdictions.

Fiscal Analysis: There is no cost associated with this update. CVAG's staff time spent on these programs is recovered by a participation fee collected from each provider.

Attachment: PACE Activity Report through September 2023

CVAG PACE REPORT

PACE Funding by City



PACE Provider Comparison

CARS REMOVED FROM ROAD: 42020

JOBS CREATED: 1070

PACE providers have interest rate ranges from 5.99%-10.98%

Updated for October 27, 2023

ITEM 13k

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: Outreach related to Climate Pollution Reduction Grants Funding Opportunity and the Inland Regional Energy Network Program

Contact: Jacob Alvarez, Program Manager (jalvarez@cvag.org)

Recommendation: Information

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN) for the Inland Empire, known as Inland Regional Energy Network (I-REN). I-REN is governed by an Executive Committee, with CVAG's votes represented by the Energy & Sustainability Committee Chair, or Vice Chair as needed.

A special I-REN Executive Committee meeting was held on November 21, 2023. The focus was an emerging funding opportunity from the U.S. Environmental Protection Agency. The Climate Pollution Reduction Grants Program is designed to develop Priority Climate Action Plans (PCAP) and then fund the projects identified in these plans to reduce greenhouse gas emissions and other harmful air pollution. Authorized under Section 60114 of the Inflation Reduction Act, this two-phase program provides \$250 million for noncompetitive planning grants, and approximately \$4.6 billion for competitive implementation grants.

To apply for the large implementation grants, an applicant must refer to priority measures within a PCAP. The region currently has one under development, as the federal government allocated \$1 million to develop a PCAP for the Riverside / San Bernardino Metropolitan Statistical Area (MSA). This effort is being led by SBCOG in coordination with CVAG, WRCOG, the South Coast Air Quality Management District (SCAQMD), and the Southern California Association of Governments (SCAG) on the plan.

The regional PCAP will be completed and submitted to the EPA by March 1, 2024 – and the implementation grant applications are due by April 1, 2024.

At the November 21 special meeting, WRCOG staff provided the I-REN Executive Committee with an overview on this grant opportunity and an update on the planning efforts and sought feedback on whether to move forward with an application. The I-REN Executive Committee requested that WRCOG staff investigate various opportunities and issues, which includes determining what other agencies will apply for this grant. WRCOG staff will have this item on their Executive Committee agenda on December 4 for further discussion. SBCOG/SBCTA staff is also presenting an update at their December 6 Board of Directors meeting, where staff will request to be the "Lead Agency" in the grant application due to leading the PCAP efforts.

CVAG staff is currently exploring options for the grant, including various partnerships. In addition to I-REN, SCAQMD and SCAG staff are also exploring opportunities to take the lead on the application. While staff recognizes the tight timeframe for an application, CVAG's committees are not being asked to

endorse a project at this point. Instead, CVAG staff in the coming weeks will be coordinating with its member jurisdictions' staff to provide feedback on project types that should be included in the PCAP.

Staff will bring back this item to CVAG's Energy & Sustainability Committee and the Executive Committee when they meet in January 2024 to provide direction on the next steps.

Fiscal Analysis: There is no additional cost to CVAG for these items. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget.

Applications for implementation funding are competitive and the amount awarded to the Riverside / San Bernardino MSA will depend on a variety of factors including the amount of funding requested, the GHG emissions reduction benefits, the measure cost / benefit ratio, and other factors. Given the relative size of the Riverside / San Bernardino MSA, WRCOG staff has estimated that the region could be eligible for up to \$200 million in funding.

ITEM 13I

**Coachella Valley Association of Governments
Joint Meeting of the Executive
& Transportation Committees
December 4, 2023**



STAFF REPORT

Subject: Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance

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

Recommendation: Information

Background: For many stakeholders that represent communities and interests that are served by the Imperial Irrigation District's (IID's) power department, addressing representation and governance has been a priority. There have been numerous attempts to find legislative solutions to governance and representation for the Coachella Valley ratepayers. Given the complexity of the issue, legislation proposed on this matter has fallen short of addressing the crux of representation and governance concerns. The interconnectedness of energy and water matters under the 1933 Agreement of Compromise between IID and Coachella Valley Water District (CVWD) complicates matters. Finding a governance solution while maintaining low power rates has been elusive. Adding to the pressure to find a solution are the increased cost and time for IID to deliver electricity to new projects and developments.

In the summer of 2021, IID established the Coachella Valley Energy Commission (CVEC) to help identify mutually agreeable solutions between the IID and Coachella Valley stakeholders related to governance and direct representation on energy matters. To help identify a viable long-term governance solution, the State's 2021 Budget Act included \$500,000 from the General Fund to finance a study that will provide governance options that offer opportunities to give energy customers in the Coachella Valley a voice after 2033, when the lease provision under the existing agreement between CVWD and IID expires. The study is overseen by the Imperial County Local Agency Formation Commission (LAFCO) and the Riverside County LAFCO. As such, one of the top activities that CVEC has engaged in relates to the joint LAFCO study.

The Draft "Alternative Governance Structures and Alternative Electricity Service Provision Study" was released in March 2023. As noted in previous updates to the Energy & Sustainability Committee, the scope of the study was to evaluate potential alternative electrical governance structures for stakeholders' consideration and to address representation on electrical matters for the Coachella Valley. The study aimed to identify governance structures that could be the best fit for Coachella Valley ratepayers and stakeholders.

To allow for review, analysis, and input, the study allowed substantial time to receive comments, and the public comment period concluded on October 15, 2023. Copies of the comments received, as well as LAFCO's responses to the comments, can be found here:

<https://lafco.org/studies/alternative-governance-structures-and-alternative-electricity-service-provision-imperial-irrigation-district/>

The CVEC, at the recommendation of the CVEC's Governance Committee, in August discussed drafting a letter that suggested a Joint Powers Authority or a Public Utility District be considered as the potential governance and representation options for the Coachella Valley. These were two options amongst the eight provided in the study and were also most strongly aligned with the foundational objectives that were established through the stakeholder engagement process. These foundational objectives include, but are not limited to, a governance structure that provides services under a publicly owned utility model, provides representation for Coachella Valley customers, can provide flexible financing options, and provides for local control. However, CVEC decided at the August meeting that additional financial analysis should be included in the study.

At the direction of CVEC, the August draft study comment letter supported an extension of the comment period and requested a revised study that included a supplemental financial analysis. After additional discussion of CVEC's Governance Committee and CVEC, a final comment letter regarding the study was submitted on October 13, 2023. The letter requests that the final study focus on the feasibility of a JPA or a Municipal Utility District (MUD), as well as to include policy recommendations and consideration for moving forward with selecting the preferred governance option.

The final study was anticipated by November 30, 2023.

As part of the narrowing of options, it is proposed that CVEC require additional financial and strategic analysis. The CVEC Governance Committee has met twice with Leading Resources, Incorporated – a Sacramento-based management consulting firm that has completed similar work on board governance, strategic planning, and organization development – to discuss their services and ability to carry out the next phase of work, which would build on the LAFCO study and its recommendations. Ultimately, the goal of the post-LAFCO study is to narrow the viable options for providing energy services, including the costs and benefits, and develop a strategic plan around those options. The LAFCO study itself was limited in its scope related to financial analysis, so the next phase of the work will have to include a more robust financial understanding of the impacts of each of the governance options considered. The goal would be to develop a cost/risk analysis that helps CVEC better evaluate governance options and better understand business models. To help facilitate this process, CVAG staff, and others, have proposed that IID AND Coachella Valley agencies share in funding the next phase

The final study, when released at the end of this month, will mark a key milestone and help provide recommendations for direction action by CVEC to arrive at viable long-term governance options for the Coachella Valley. Through collaboration and independent facilitation on key governance issues, CVEC will get closer to achieving its objective of delivering a Governance Plan by July 2025.

Meeting electrical infrastructure needs in the Coachella Valley is a reason for Coachella Valley representation on IID electrical matters. However, the City of Indio and IID are forging ahead to meet the urgent need for energy in the City of Indio, to help facilitate economic development and associated load growth. Concurrent with the study and governance efforts, the City of Indio and IID created the Indio Electric Financing Authority, which was established to fund electrical infrastructure in the City. In September 2023, the IEFA approved the issuance of bonds not to exceed \$70 million for capital projects. To provide the revenue to service the bonds, on July 19, 2023, the IEFA approved a surcharge of \$0.0055 per kilowatt hour used by each class customer

in the city and is expected to take effect in fall 2023. At the IID Board meeting of October 31, 2023, the IID Board approved four separate agreements to build new and upgrade existing electrical substations which will be financed through the IEFA. The four projects include:

- Avenue 40 Project – The proposed project involves construction of a new electrical substation with up to two transformer banks at a cost of approximately \$19.8 million.
- Northgate Project – The proposed project involves construction of a new electrical substation with up to two transformer banks at a cost of approximately \$18.7 million.
- Avenue 42 Project – The proposed project involves construction of one additional electrical substation bank and post-project condition of three transformer banks at a cost of approximately \$12.1 million.
- Carreon Project – The proposed project involves expansion of the existing substation with construction of up to two additional transformer banks at a cost of approximately \$18.7 million.

As part of the IEFA and IID partnership, IID will be responsible for the procurement, design, engineering, construction, operation, maintenance and repair of the projects. CVAG provides a coordinator position to CVEC, to help administer and facilitate matters before the CVEC and serve as liaison between the CVEC, Coachella Valley cities served by IID and CVAG. CVAG staff will continue to engage and monitor efforts related to the CVEC and keep the Committee apprised of key milestones and efforts.

Fiscal Analysis: Costs associated with this item are covered by IID under its Memorandum of Understanding (MOU) with CVAG. The MOU provides for a coordinator to be provided by CVAG, to help with efforts related to the CVEC and stakeholders.