



City Council Staff Report

DATE: February 1, 2017

CONSENT CALENDAR

SUBJECT: APPROVAL OF A PRELIMINARY ENGINEERING AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR PAYMENT IN THE AMOUNT OF \$75,000 FOR ENGINEERING SERVICES ASSOCIATED WITH THE RELOCATION OF UTILITY FACILITIES FOR THE RAMON ROAD BRIDGE WIDENING OVER THE WHITEWATER RIVER, CITY PROJECT NO. 08-25, FEDERAL-AID PROJECT NO. BHLS-5282 (040)

FROM: David H. Ready, City Manager

BY: Engineering Services Department

SUMMARY

This action will approve a Preliminary Engineering Agreement with Southern California Edison ("SCE") in the amount of \$75,000, authorizing the City to pay a deposit for SCE to perform certain engineering services related to the relocation of SCE's utilities located within Landau Boulevard at Ramon Road, associated with the Ramon Road Bridge Widening Over the Whitewater River, City Project No. 08-25, Federal-Aid Project No. BHLS-5282(040). In this case, SCE has prior legal rights that precede establishment of public rights-of-way, and the cost to relocate SCE's facilities in Landau Boulevard are an eligible reimbursable cost of this project.

RECOMMENDATION

- 1) Approve Agreement No. _____, Preliminary Engineering Agreement No. 1 with Southern California Edison in the amount of \$75,000 to prepare preliminary design plans for the relocation of a 66kV Overhead (OH) transmission power line along Landau Boulevard at Ramon Road, EA 08-925238, Federal Aid Project No. BHLS-5282(040); and
- 2) Authorize the City Manager to execute all required documents.

ITEM NO. 1.D.

BACKGROUND

On January 30, 2008, the City of Palm Springs, the City of Cathedral City, and the Agua Caliente Band of Cahuilla Indians submitted a letter to the Coachella Valley Association of Governments (CVAG) requesting funding for a Project Study Report (PSR) to identify the project details and overall scope for the widening of Ramon Road to its full 6-lane width, extending from San Luis Rey Drive to Landau Boulevard, including widening of the existing bridge over the Whitewater River. This capital improvement project has been called the Ramon Road Widening (from San Luis Rey Dr. to Landau Blvd.) including the Whitewater River Bridge Widening, City Project No. 08-25, (the "Project").

A location map is provided below. A vicinity map illustrating a 500-ft radius from the roadway segment is included as **Attachment 1**.



Location Map

On May 9, 2009, following approval of funding from CVAG, City Council awarded a Professional Services Agreement ("PSA") to CNS Engineers, Inc., ("CNS"), to prepare a Project Study Report ("PSR") to identify the project details and overall scope for the Project. CNS subsequently completed the PSR resulting in a funding package requesting over \$25 million in federal Highway Bridge Program ("HBP") funds for widening the Ramon Road Bridge and adjacent bridge approaches. The existing Ramon Road bridge is eligible for funding under the HBP, which is administered by the state of California Department of Transportation ("Caltrans"). The HBP federal funds cover 88.53% of eligible project costs, requiring an 11.47% local match.

Pursuant to a funding agreement with CVAG and Cathedral City, the local funding amounts will be funded by CVAG with 75% Regional Measure A funds with the remaining 25% split between Palm Springs and Cathedral City. This reduces the City's

responsibility of the \$36 million total project cost to approximately \$1.35 million to be funded with Local Measure A funds.

On April 28, 2010, Caltrans representatives advised the City that its funding request was approved, and subsequently programmed a total of \$25,236,000 for all phases of this project. On June 7, 2011, Caltrans authorized the City to proceed with the Project Approval and Environmental Document ("PA/ED") phase of the Project. Subsequently, in May 2014 the City Council adopted the environmental document for the Project, and on June 1, 2015, Caltrans authorized the City to proceed with the Plans, Specifications and Estimates ("PS&E") phase of the Project following approval of the environmental document. The City is currently in the Right of Way ("R/W") phase of the project with authorization from Caltrans to proceed with this phase given on June 9, 2016.

STAFF ANALYSIS

During the R/W phase, utility searches and inquiry from various public utilities confirmed that a Southern California Edison ("SCE") transmission pole located on the southwest corner of Landau Boulevard and Ramon Road requires relocation as part of the Project. The City's R/W consultants have provided documentation that SCE had obtained a Transmission Easement in 1977 which extends outside of public right-of-way onto private property. It is within this transmission easement that SCE installed a transmission pole, on or about the same time as the construction of the original Ramon Road bridge in the 1980s; the transmission pole is located outside of SCE's franchise, and relocating the transmission pole to facilitate the widening of the existing Ramon Road bridge will incur costs for which the public agencies are responsible. An exhibit showing the various rights-of-way is included as **Attachment 2** for reference.

As a result of these findings, the City is responsible for all costs associated with the necessary relocation of SCE's transmission pole. A Preliminary Engineering Agreement with SCE authorizing payment of a deposit of \$75,000 for SCE's design services for the relocation of the transmission pole is included as **Attachment 3**. The preliminary engineering costs as well as construction costs for the relocation of SCE's transmission pole are eligible costs of the Project.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). In accordance with the CEQA Guidelines, the City acting as "Lead Agency" pursuant to CEQA, previously completed an environmental analysis of the potential impacts resulting from construction of the Project. On May 7, 2014, the City Council adopted Resolution No. 23544, adopting and ordering the filing of a Mitigated Negative Declaration for the Project. Subsequently, on May 14, 2014, staff filed a Notice of Determination with the Riverside County Clerk and State Clearing House; a copy of the Notice of Determination is included as **Attachment 4**.

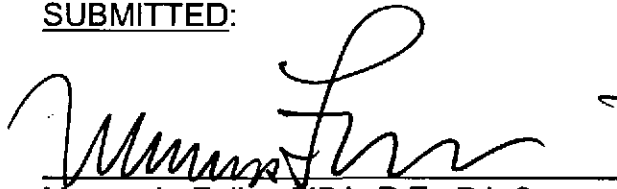
The Project is funded, in part, by federal funds, requiring local oversight by the State of California, Department of Transportation ("Caltrans"). As a federally funded project, the Project is subject to environmental review pursuant to the National Environmental Policy Act ("NEPA"). On June 9, 2014, Caltrans, acting as the lead agency pursuant to NEPA, made an environmental determination that the Project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), and that it qualifies for a Categorical Exclusion in accordance with 23 USC 327. Subsequently, on January 21, 2016, Caltrans completed a NEPA re-validation confirming that the prior NEPA determination for the Project remains valid, approved to move to the next phase of the project and no further environmental documentation was required. A copy of the NEPA environmental documents is included as **Attachment 5**.

FISCAL IMPACT:

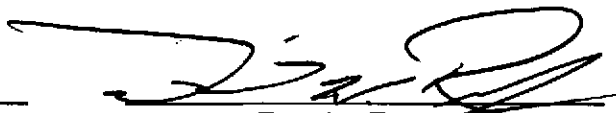
Sufficient funding is available for payment of \$75,000 for preliminary design services to Southern California Edison. All costs for the Project are funded from Local and Regional Measure A (Fund 134), the Federal HBP Grant, and reimbursements from Cathedral City, (Fund 261) and distributed as follows:

- | | |
|--|-------------|
| • Capital Project Fund, Account No. 261-4491-50245; | \$66,397.50 |
| • Regional Measure A Fund, Account No. 134-4497-50245; | \$6,451.88 |
| • Capital Project Fund, Account No. 261-4491-50304; | \$1,075.31 |
| • Local Measure A Fund, Account No. 134-4498-50245; | \$1,075.31 |

SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.
City Manager

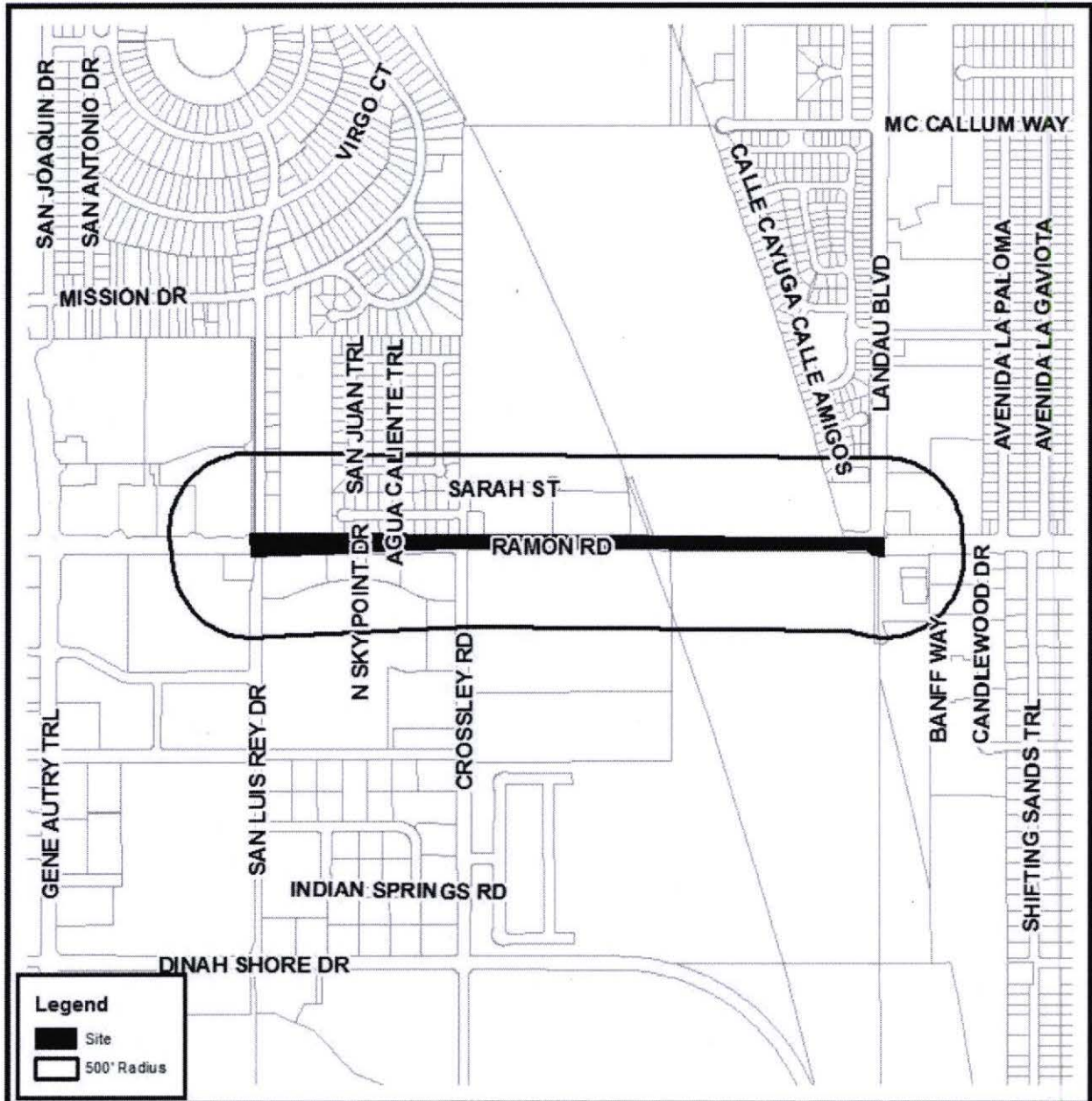
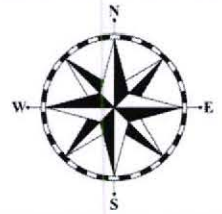
Attachments:

1. Vicinity Map
2. Right of Way Easement Exhibit
3. SCE Agreement
4. CEQA NOD
5. NEPA CE

ATTACHMENT 1



Department of Engineering Services Vicinity Map



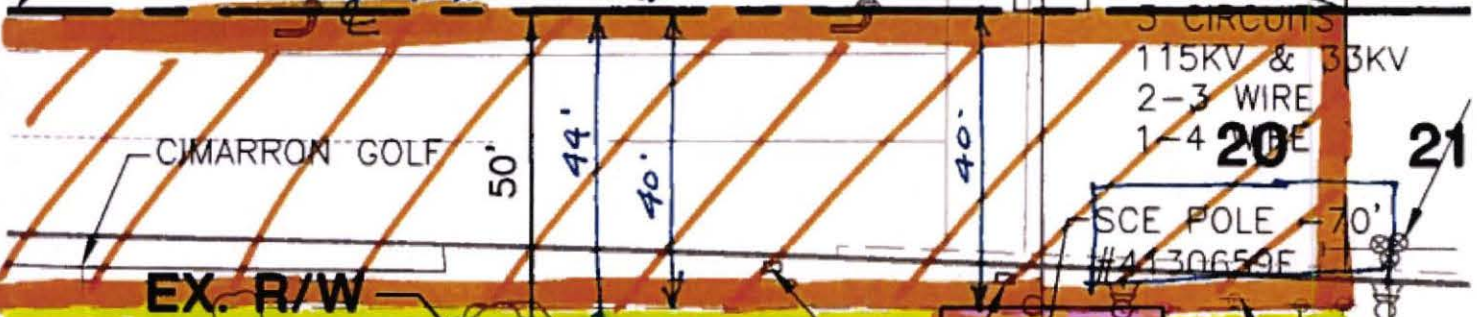
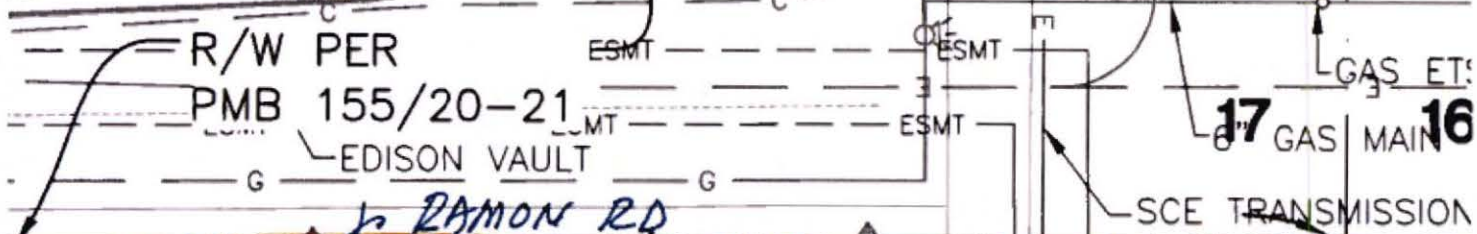
CITY OF PALM SPRINGS

ATTACHMENT 2

RAMON BRIDGE
CPS AND SCE DOC. EXHIBIT

12/22/2016

295 S.F.
.030 AC.







PROP. SLOPE ESMT.

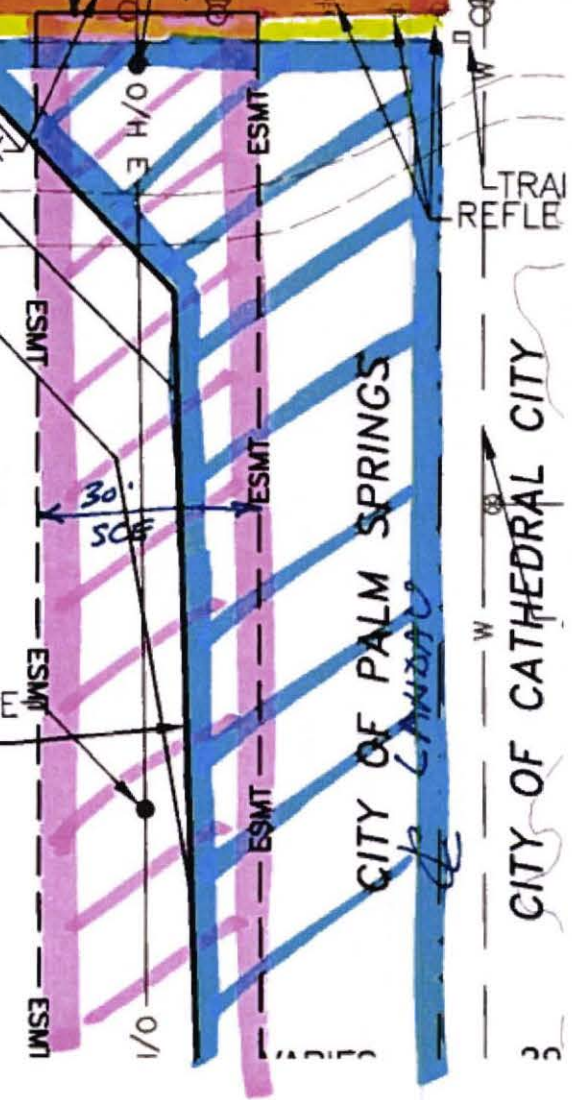
3,421 S.F.
0.067 AC.

SCE POLE IN QUESTION
IS 47' S. OF C/L, IN THE
2004 R/W

PP#2032658E

R/W PER INST. NO.
2005-0788287

-  40' R/W TO COUNTY PER 1937 RESOLUTION
-  30' SCE ESMT PER #184517 REC 9/30/77
-  4' CITY OF PS R/W MAJOR 1937 AND BEFORE 2004 (DOC NOT FD TODAY)
-  CITY OF PS R/W PER DOC 2004-964015 REC. 12/03/04



1963.002
08

ATTACHMENT 3



City of Palm Springs
City Manager
Transmission and Project
Management

December 12, 2016

Steve Hosford
City of Palm Springs - CNS Engineers, Inc.
11870 Pierce Street, Suite 265
Riverside, CA 92505

Subject: Request for Engineering Advance
Project Location: Ramon Road Bridge from San Luis Rey to Landau Blvd
Project ID # 1329

Dear Steve Hosford:

Southern California Edison Company ("SCE") requires an engineering advance in the amount of \$75,000.00 to proceed with the following activities: designing a relocation plan for SCE's Transmission facilities affected by your project, preparing a cost estimate for the proposed relocation plan, and related activities (hereinafter, "Design and Estimation"). Distribution facilities will be reviewed at a later date.

You agree to pay to SCE the actual costs incurred in the course of Design and Estimation, recognizing that the actual costs may differ from the amount above. If this project is cancelled, SCE will calculate the actual costs SCE has incurred through the date of cancellation and provide you with a final invoice. If the actual costs exceed the amount of the engineering advance, you agree to pay SCE the difference. If the actual costs are less than the engineering advance, SCE will deduct the actual costs from the engineering advance, and will refund the difference to you. If the project is not cancelled, any unused funds from the engineering advance will be applied to the total actual cost of the project.

Please issue your payment in the above-described amount payable to Southern California Edison, and forward it to the Accounts Receivable address indicated on the enclosed Invoice, or follow the instructions on the Invoice for making a wire or ACH payment.

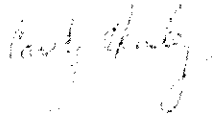
Please return a countersigned copy of this letter agreement to my office at the following address: 300 N. Pepper Ave., Bldg. B, Rialto, CA 92376.

A handwritten signature in black ink, appearing to be "S. Hosford", is written over the page.

James Lee
Project Manager
Transmission Project
Management

I will be managing your project; therefore, if I may be of assistance to you, please do not hesitate to telephone me at (909) 820-5679. Please notify me immediately if the project is delayed, cancelled, or if there are changes in building plans, work schedules or completion dates.

Sincerely,



Senior Project Manager signing on behalf of

James Lee
Project Manager
Transmission Project Management

I have read and understood the above letter agreement, and acknowledge and agree to the terms herein as an authorized representative of City of Palm Springs - CNS Engineers, Inc..

By:

Date:

Applicant Signature

Title:

Print Name

CC: Amanda Gazard, Anna Smith



An EDISON INTERNATIONAL Company

Request For Advance Payment

City of Palm Springs, CNS Engineers
11870 Pierce Street, Suite 265
Riverside, CA 92505

Document # 7590061392
Document Date 12/12/2016
Customer # 10210970
SCE Contact James Lee
Telephone # 909-820-5679
(RE)

Description	Amount
Advance Payment - Engineering Advance SCE Project# : 1329	\$75,000.00

If paying by check, please follow instructions on bill stub below

Instructions for wire or ACH payments:
JP Morgan Chase Bank
New York, NY

ABA#: 021000021 Acct#: 323-394434
SCE Taxpayer ID No. 95-1240355

Ref: Customer# 10210970 - Document# 7590061392 - James Lee

Failure to properly identify your customer and document number may delay your project

Please detach and return payment stub with payment

Cut Here



Payment Stub

\$75,000.00

Customer 10210970
Document 7590061392

Enter the amount you
paid \$

(RE)

Make check payable to Southern California Edison.
Please include customer and document# on the check

City of Palm Springs, CNS Engineers
11870 Pierce Street, Suite 265
Riverside, CA 92505

Southern California Edison
Attn: Accounts Receivable
PO Box 800
Rosemead, CA
01771-0001

Transmission Pole #4130659E to be relocated

T.4S. R.5E. S.B.B.8M.

FOUND 2" x 2" HUB FOR 1/4 SECTION CORNER

FOUND BRASS CAP IN WELL, L. S 2547, 1943, FOR SECTION CORNER.

FOUND 3" x 1" I. P. FOR 1/4 SECTION CORNER

RAVON ROAD

65A

SEE DETAIL

STA. 6+94.82

GUY AND ANCHOR

BANKS OF BEAR RGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, BEING SOUTH PER THE UNITED STATES GOVERNMENT PLAT, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, CALIFORNIA, APPROVED BY THE SURVEYOR GENERAL'S OFFICE, SAN FRANCISCO, CALIFORNIA, DATED APRIL 10, 1904.

LEGEND

— CENTER LINE OF EASEMENT AND RIGHT OF WAY ACROSS LANDS OF THE AGUA CALIENTE INDIAN RESERVATION

— CENTER LINE OF EASEMENT AND RIGHT OF WAY ACROSS PATENTED LANDS

A — ALLOTTEE LANDS

P — PATENTED LANDS

WIDTH OF EASEMENT AND RIGHT OF WAY IS 30 FEET, BEING 15 FEET EACH SIDE OF THE CENTERLINE THEREOF, TOGETHER WITH CUT AND ANCHOR RIGHTS OF WAY 10 FEET IN WIDTH AND 5 FEET BEYOND THE END OF THE ANCHOR.

ALLOTMENT NUMBER	ALLOTTEE	SQ. FT. OR R/R
33	BELWDA SUE SHORT	20,354.25

"DETAIL"
NO SCALE

VICINITY MAP

SCALE IN MILES

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

JOHN ALFRED KURLANDER, BEING FIRST DULY SWORN DEPOSES AND STATES THAT HE IS CHIEF OF SURVEYS OF SOUTHERN CALIFORNIA EDISON COMPANY, THAT THE SURVEY WAS MADE UNDER HIS DIRECTION, THAT HE HAS EXAMINED THE FIELD NOTES OF THE SURVEY OF AN EASEMENT AND RIGHT OF WAY FOR ELECTRICAL SUPPLY SYSTEMS AS DESCRIBED AND SHOWN ON THIS MAP, THAT THIS MAP WAS PREPARED UNDER HIS DIRECTION FROM SAID FIELD NOTES, AND THAT THE LOCATION OF SAID RIGHT OF WAY, 0.33 OF A MILE IN LENGTH ON INDIAN LANDS, IS ACCURATELY LOCATED ON THIS MAP.

John Alfred Kurlander
CHIEF OF SURVEYS

SIGNED AND SWORN TO BEFORE ME THIS 27th DAY OF February 1978.

ROBERT N. COE DO HEREBY CERTIFY THAT I AM A VICE PRESIDENT OF SOUTHERN CALIFORNIA EDISON COMPANY, HEREINAFTER DESIGNATED THE APPLICANT, THAT JOHN ALFRED KURLANDER, WHO SUBSCRIBED TO THE FOREGOING AFFIDAVIT, IS EMPLOYED BY THE APPLICANT AS CHIEF OF SURVEYS AND THAT HE WAS DIRECTED BY THE APPLICANT TO SURVEY THE LOCATION OF AN EASEMENT AND RIGHT OF WAY FOR ELECTRICAL SUPPLY SYSTEMS AND TO DIRECT THE PREPARATION OF THIS MAP, THAT I AM INFORMED AND BELIEVE THAT THE LOCATION OF SAID RIGHT OF WAY, 0.33 OF A MILE IN LENGTH ON INDIAN LANDS IS ACCURATELY REPRESENTED ON THIS MAP, THAT SUCH SURVEY, AS REPRESENTED ON THIS MAP, HAS BEEN ADOPTED BY THE APPLICANT AS THE DEFINITE LOCATION OF THE RIGHT OF WAY THEREBY SHOWN, AND THAT THE MAP HAS BEEN PREPARED TO BE FILED FOR THE APPROVAL OF THE SECRETARY OF THE INTERIOR OR HIS DULY AUTHORIZED REPRESENTATIVE AS A PART OF THE APPLICATION FOR SAID EASEMENT AND RIGHT OF WAY TO BE GRANTED THE APPLICANT, ITS SUCCESSORS AND ASSIGNS.

SIGNED THE 27th DAY OF FEBRUARY 1978
SOUTHERN CALIFORNIA EDISON COMPANY
BY *Robert N. Coe*
VICE PRESIDENT

ATTEST:
J. C. Bodech
ASSISTANT SECRETARY

EXHIBIT A

DEVERS-EISENHOWER

ELECTRIC TRANSMISSION

AND

DISTRIBUTION LINES

IN
RIVERSIDE COUNTY, CALIFORNIA

000 0 500 1000 1500
SCALE IN FEET

SOUTHERN CALIFORNIA EDISON COMPANY
ROSEMEAD CALIFORNIA

4130659E

IND-115

RECORDER'S MEMO: Legibility of writing.
Typing or Printing UNSATISFACTORY
in this document when received For Record.

W. D. BALOGH, COUNTY RECORDER

FND RECORDED DOCUMENT

**CITY OF PALM SPRINGS
PRELIMINARY ENGINEERING AGREEMENT**

DISTRICT 8	COUNTY RIVERSIDE	ROUTE RAMON RD.	POST MILE San Luis Rey Dr. to Landau Blvd	EA 08-925238
FEDERAL AID NUMBER BHLS-5282(040)			OWNER'S PLAN NUMBER CP 08-25	
FEDERAL PARTICIPATION On the project		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	On the Utilities
				<input checked="" type="checkbox"/> YES
				<input type="checkbox"/> NO
PRELIMINARY ENGINEERING AGREEMENT NO. #1 DATE				

The City of Palm Springs, hereinafter referred to as "CITY", in cooperation with the City of Cathedral is proposing to improve Ramon Road between San Luis Rey Drive and Candlewood Drive. Caltrans will provide Project oversight and upon completion of the Project, City of Palm Springs and Cathedral City will continue to own and maintain Ramon Road.

Southern California Edison, hereinafter referred to as "OWNER", owns and maintains

66kV OH transmission power along Landau Boulevard (the "Utility Facilities")

within the limits of the CITY's Project which requires

relocation plans

to accommodate the CITY's Project.

It is hereby mutually agreed between City of Palm Springs and OWNER as follows:

I. WORK TO BE PERFORMED

In accordance with Notice to Owner dated August 4, 2016, OWNER shall prepare their Preliminary design plans. Any revision to the OWNER's plan described above, after approval by CITY, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by CITY and 13.07-2 (REV 7/2005) agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No redesign or additional engineering, after approval by CITY, shall commence prior to written execution by the OWNER of the Revised Notice to Owner and may require an amendment to this Agreement in addition to the revised Notice to Owner.

PRELIMINARY ENGINEERING AGREEMENT

PRELIMINARY ENGINEERING AGREEMENT NO. <u> #1 </u>

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of the CITY and preliminary design will be at 100% CITY'S expense.

III. PERFORMANCE OF WORK

Engineering services for preparation of plans are to be furnished by the Utility OWNER and approved by CITY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by CITY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Work performed directly by OWNER's employees falls within the exception of Labor Code section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

CITY shall pay its share of the actual and necessary cost of the herein described work, within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred, not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills, not to exceed the amount of this Agreement, may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be

PRELIMINARY ENGINEERING AGREEMENT

PRELIMINARY ENGINEERING AGREEMENT NO. <u> #1 </u>

made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to CITY within 360 days after the completion of the work described in Section I above. If CITY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), CITY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If CITY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by City of Palm's Board of Directors.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, CITY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by CITY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the City of Palm Springs Board of Directors.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of CITY OF PALM SPRINGS.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by CITY, State, and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR Chapter 1, Part 31, et seq., 23 CFR Chapter 1, Part 645 and/or 18 CFR Chapter 1, Parts 101, 201, et al., 2 CFR Part 200 et al., to the extent they are applicable. OK

Owner's execution and delivery of this Agreement shall not be deemed or construed as a waiver or release of Owner's right to challenge or otherwise dispute the application of any statute, regulation or ordinance cited herein in relation to Owner's right to receive and retain payments for the work.

PRELIMINARY ENGINEERING AGREEMENT

PRELIMINARY ENGINEERING AGREEMENT NO. <u> #1 </u>

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of CITY's request of August 4, 2016 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to CITY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between CITY OF PALM SPRINGS and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

This Agreement is for preliminary design and as such, CITY represents and warrants that this Agreement is not subject to 23 CFR 635.410, the Buy America provisions.

The terms of this Agreement shall be binding and inure to the benefits of the Parties hereto.

THE ESTIMATED COSTS TO CITY OF PALM SPRINGS FOR THE ABOVE DESCRIBED WORK IS **\$75,000.**

Signatures on Following Page

PRELIMINARY ENGINEERING AGREEMENT

PRELIMINARY ENGINEERING AGREEMENT NO.
 #1

**SIGNATURE PAGE
TO
PRELIMINARY ENGINEERING AGREEMENT NO.**

IN WITNESS WHEREOF, the above parties have executed this Agreement on the dates below.

**Owner:
SOUTHERN CALIFORNIA EDISON**

**CITY OF PALM SPRINGS
a public entity**

APPROVED

APPROVED

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

ATTACHMENT 4

Notice of Determination

Appendix D

To:
[] Office of Planning and Research
U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113 Sacramento, CA 95814

[] County Clerk
County of: Riverside
Address: 2720 Gateway Drive Riverside, CA 92507

From:
Public Agency: City of Palm Springs, Plng Services
Address: 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262
Contact: Edward Robertson, Principal Planner
Phone: 760-323-8269

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2014031055

Project Title: Ramon Road Widening Project Between San Luis Rey & Landau Blvd

Project Applicant: City of Palm Springs

Project Location (include county): Ramon Road in the Cities of Palm Springs and Cathedral City, Riverside Co.

Project Description:

The City is the lead agency for the widening of Ramon Road between San Luis Rey on the west and Landau Blvd on the east, and including the Ramon Road bridge over the Whitewater River. The project occurs in both Palm Springs and Cathedral City. The project involves the buildout of a segment of Ramon Road from four travel lanes to six, and connecting this segment to other six-lane segments of Ramon Road, with intersection, bridge and ancillary improvements.

This is to advise that the City of Palm Springs has approved the above [] Responsible Agency

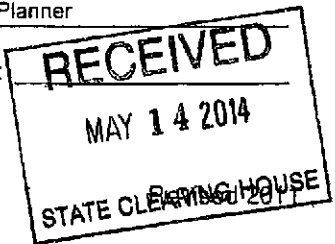
described project on May 7, 2014 and has made the following determinations regarding the above described project.

- 1. The project [] will [] will not have a significant effect on the environment.
2. [] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. [] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [] were [] were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [] was [] was not adopted for this project.
5. A statement of Overriding Considerations [] was [] was not adopted for this project.
6. Findings [] were [] were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: Palm Springs City Hall, 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262

Signature (Public Agency): Edward Robertson Title: Principal Planner


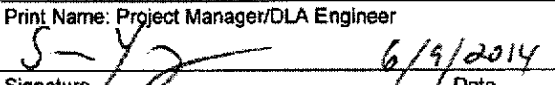
Date: 5.8.14 Date Received for filing at OPR:



Authority cited: Sections 21083, Public Resources Code. Reference Section 21000-21174, Public Resources Code.

ATTACHMENT 5

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

08/RIV/Palm Springs	BHLS 5282 (040)
Dist.-Co.-Rte. (or Local Agency) P.M./P.M.	E.A/Project No. Federal-Aid Project No. (Local Project)/Project No.
PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)	
The proposed improvements consist of widening Ramon Road between San Luis Rey Drive and Landau Boulevard. The widening of Ramon Road will be from a four-lane arterial to a six-lane arterial (three lanes in each direction), including widening/replacement of the Whitewater River Bridge (BR No. 56C0287), seismic retrofit and scour countermeasures as necessary. In addition, installation of new guard rails, bridge supports within the Whitewater River Channel, curb and gutter improvements, installation of a median and sidewalks across the bridge, restriping of travel lanes and crosswalks, and the reconstruction of a median east of Landau Boulevard. The project will require the acquisition of partial parcels to accommodate for improvements and relocation of utilities as needed.	
CEQA COMPLIANCE (for State Projects only)	
Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):	
<ul style="list-style-type: none"> • If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law. • There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time. • There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances. • This project does not damage a scenic resource within an officially designated state scenic highway. • This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List"). • This project does not cause a substantial adverse change in the significance of a historical resource. 	
CALTRANS CEQA DETERMINATION (Check one)	
<input type="checkbox"/> Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)	
Based on an examination of this proposal, supporting information, and the above statements, the project is:	
<input type="checkbox"/> Categorically Exempt Class (PRC 21084; 14 CCR 15300 et seq.)	
<input type="checkbox"/> Categorically Exempt. General Rule exemption. (This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].))	
N/A	N/A
Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
N/A	N/A
Signature	Signature
Date	Date
NEPA COMPLIANCE	
In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:	
<ul style="list-style-type: none"> • does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and • has considered unusual circumstances pursuant to 23 CFR 771.117(b). 	
CALTRANS NEPA DETERMINATION (Check one)	
<input type="checkbox"/> 23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:	
<input type="checkbox"/> 23 CFR 771.117(c): activity (c) () <input type="checkbox"/> 23 CFR 771.117(d): activity (d) () <input type="checkbox"/> Activity ___ listed in Appendix A of the MOU between FHWA and the State	
<input checked="" type="checkbox"/> 23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.	
Aaron Burton	Sean Yeung
Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
	
Signature	Signature
Date	Date
Date of Categorical Exclusion Checklist completion: 5/19/14	Date of ECR or equivalent: 5/19/14

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

February 12, 2014

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08/RIV/Palm Springs			BHLS 5282 (040)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

Continued from page 1:
Project Description:
The proposed improvements consist of widening Ramon Road between San Luis Rey Drive and Landau Boulevard. The widening of Ramon Road will be from a four-lane arterial to a six-lane arterial (three lanes in each direction), including widening/replacement of the Whitewater River Bridge (BR No. 56C0287), seismic retrofit and scour countermeasures as necessary. In addition, installation of new guard rails, bridge supports within the Whitewater River Channel, curb and gutter improvements, installation of a median and sidewalks across the bridge, restriping of travel lanes and crosswalks, and the reconstruction of a median east of Landau Boulevard. The project will require the acquisition of partial parcels to accommodate for improvements and relocation of utilities as needed.

Air Quality:
A-1—A dust control plan shall be prepared and implemented during all construction activities, include ground disturbance, grubbing, grading, and soil export.
A-2—The project shall adhere to all requirements set forth in Caltrans Standard Specifications Sections 14 and 18.
A-3—During all bridge expansion work including any necessary demolition and all renovation, SCAQMD rule 1403 shall be adhere to.
A-4—The disturbance of asbestos containing material will be conducted in accordance to Title 8 CCR Section 1529. Writent notification to the nearest Cal/OSHA district office is required at least 24 hours prior to certain asbestos-related work.
A-5—The project shall adhere to the nuisance odor requirement by not discharging air quality contaminants that could affect a substantial number of people, businesses or properties. SCAQMD Rule 402.

Noise:
N-1—A proposed barrier falls under the Caltrans reasonable and feasible criteria as presented in the NSR, as such, all affected property owners must support the proposed noise abatement measure, location, and materials to be used for construction. A survey must be completed to determined if all affected property owners support such measure. Please coordinate with Caltrans staff.

Biology
B-1—30 days or less prior to ground disturbing activities, a one-day pre-construction survey for burrowing owl is recommended. In the event owls are found to next within the project area or its area of influence, owl avoidance, minimization, and mitigation of impacts shall be in accordance to CDFW guidance.
B-2—Any vegetation or tree removal, grading, or bridge disturbance and/or retrofitting occurring between February 15 (February 1 for burrowing owl) and August 31 shall require a qualified biologist to conduct at least one nesting bird survey and more if deemed necessary.

Hazardous Waste:
H-1—During removal and handling of yellow stripping paint, the construction contractor must implement a Lead Compliance Plan prepared by a Certified Industrial Hygienist.

February 12, 2014