



## City Council Staff Report

DATE: October 7, 2015

CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO HOT LINE CONSTRUCTION, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$219,800 FOR THE DEMUTH PARK AND RUTH HARDY PARK SECURITY PATH LIGHTING IMPROVEMENTS, CITY PROJECT NO 14-19

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

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### SUMMARY

Award of this contract will allow the City to proceed with construction of the Demuth Park and Ruth Hardy Park Security Path Lighting Improvements, City Project No. 14-19.

### RECOMMENDATION:

1. Award a construction contract (Agreement No. \_\_\_\_\_) to Hot Line Construction, Inc., a California corporation, in the amount of \$219,800 for Bid Schedules A, B and C for the Demuth Park and Ruth Hardy Park Security Path Lighting Improvements, City Project No. 14-19; and
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On October 14, 2013, the City retained MRC Engineering, Inc., through a Consulting Service Agreement to provide electrical engineering and lighting design services for security path lighting improvements at Demuth Park and Ruth Hardy Park, identified as City Project No. 14-19, (the "Project"). The scope of work is to install new parking lot lighting improvements within two parking lots at Demuth Park, and to install new parking lot lighting at Ruth Hardy Park, consisting of all new underground conduit, conductors, electrical services, light poles and foundations, and LED light fixtures. An aerial map of each park is identified below and vicinity maps are included in **Attachment 1**.



**Demuth Park  
Project Location**



**Ruth Hardy Park  
Project Location**

The construction drawings and specifications for the Project were prepared by MRC Engineering, Inc., and have been reviewed and approved by the City's Building Department. The Project has also been reviewed by the City's Planning Department under its Minor Architectural Review procedures, and the Planning Department has determined the exterior parking lot lighting at Demuth Park (Case No. 3.800) and Ruth Hardy Park (Case No. 3.3875) is appropriate and has approved the lighting poles, fixtures and foundations for the proposed site.

As Demuth Park comprises of two parking lots and Ruth Hardy Park contains one parking lot, staff separated the work into three separate Bid Schedules, allowing for the total cost of the project to be separated between the Demuth Park "East" parking lot, Demuth Park "West" parking lot and Ruth Hardy park site parking lot lighting improvements; the scope of each Bid Schedule is provided here:

**Bid Schedule “A” (Demuth Park “East” Parking Lot):**

Generally, the Work comprises the installation of the complete parking lot lighting and electrical system improvements, but not be limited to: furnishing and installing seven (7) lighting poles and LED light fixtures, foundations, conduits, conductors, lighting control systems, pull boxes, electrical services, trenching and pavement replacement, concrete curb/gutter and sidewalk replacement, modifications to existing irrigation systems, landscaping, and all other appurtenant work.

**Bid Schedule “B” (Demuth Park “West” Parking Lot):**

Generally, the Work comprises the installation of the complete parking lot lighting and electrical system improvements, but not be limited to: furnishing and installing 19 lighting poles and LED light fixtures, foundations, conduits, conductors, lighting control systems, pull boxes, electrical services, trenching and pavement replacement, concrete curb/gutter and sidewalk replacement, modifications to existing irrigation systems, landscaping, and all other appurtenant work.

**Bid Schedule “C” (Ruth Hardy Park Site Parking Lot):**

Generally, the Work comprises the installation of the complete parking lot lighting and electrical system improvements, but not be limited to: furnishing and installing 15 lighting poles and LED light fixtures, foundations, conduits, conductors, lighting control systems, pull boxes, electrical services, trenching and pavement replacement, concrete curb/gutter and sidewalk replacement, modifications to existing irrigation systems, landscaping, and all other appurtenant work.

On May 20, 2015, the City Council approved the plans, specifications and estimate and authorized staff to advertise and solicit bids the Demuth Park and Ruth Hardy Park Security Path Lighting Improvements, City Project No. 14-19. Subsequently, on June 25, 2015, the Procurement and Contracting Division received seven construction bids from the following contractors:

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
Hot Line Construction, Inc.	Brentwood, CA	\$219,800.00
AEP Electric	Hemet, CA	\$255,000.00
High Volt Electric	Chatsworth, CA	\$257,295.43
Baker Electric	Escondido, CA	\$264,900.00
High-Light Electric, Inc.	Riverside, CA	\$281,000.00
Jackson Electric Enterprises, Inc.	Rancho Mirage, CA	\$289,996.00
Brudvik, Inc.	Palm Springs, CA	\$331,611.00

The basis of award was the lowest total bid, inclusive of the Bid Schedule “A”, Bid Schedule “B” and Bid Schedule “C”. On that basis, Hot Line Construction, Inc., a California corporation, (“Hot Line”), submitted the lowest responsive bid in the amount of \$219,800. A full bid summary is included as **Attachment 2**.

The lowest responsive bid from Hot Line includes the following costs for the three separate scopes of work:

<b>Bid Schedule "A" (Demuth Park "East" Parking Lot):</b>	<b>\$46,000</b>
<b>Bid Schedule "B" (Demuth Park "West" Parking Lot):</b>	<b>\$98,800</b>
<b>Bid Schedule "C" (Ruth Hardy Park Site Parking Lot):</b>	<b>\$75,000</b>
<b>Total Bid:</b>	<b>\$219,800</b>

### ***Public Works Contractor Registration Law (SB 854)***

Under California Labor Code Section 1771.1, as amended by Senate Bill (SB) 854 (2014), unless registered with the State of California Department of Industrial Relations (DIR), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015. Similarly, a public entity cannot award a public works contract to a non-registered contractor, effective April 1, 2015. Staff has reviewed the DIR's contractor registration database, and has confirmed that Hot Line Construction, Inc., is registered with the DIR, and is appropriately licensed.

Hot Line of Brentwood, California submitted the lowest responsive bid. Staff reviewed Hot Line's bid, references, and contractor's license, and found Hot Line to be properly licensed and qualified. A construction contract with Hot Line for the Project is included as **Attachment 3**.

### ***Local Business Preference Compliance***

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires prime contractors to use good faith efforts to sub-contract the supply of materials and equipment to local business enterprises and to sub-contract services to businesses whose work force resides within the Coachella Valley. Hot Line Construction, Inc., is not considered a local business, however, demonstrated sufficient evidence of good faith efforts to sub-contract the supply of materials and equipment to local business enterprises.

### **ENVIRONMENTAL IMPACT:**

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; therefore, the Demuth Park and Ruth Hardy Park

Security Path Lighting Improvements, is considered categorically exempt from CEQA, and a Notice of Exemption has been filed with the Riverside County Clerk. A copy of the filed Notice of Exemption is included as **Attachment 4**.

FISCAL IMPACT:

In the 2007-2008 Fiscal Year, \$50,000 was previously budgeted for Demuth Park security lighting through the Measure Y Improvements Fund (Fund 261). Subsequently, in the 2012-2013 Fiscal Year, \$50,000 was budgeted for Ruth Hardy Park security lighting through Measure J Capital Project Fund (Fund 260). After deducting incurred expenditures for administrative and design costs, a balance of \$71,157 remained available for the Project with an estimated construction cost of \$275,000. As reported to the City Council on July 15, 2015, an additional appropriation of \$167,969 was anticipated to fully fund the Project.

On September 24, 2015, the Measure J Commission reviewed the status of several pending capital projects funded through the Measure J Capital Improvement Fund. At that time, staff reported a budget shortfall of \$170,623 to include sufficient budget for award of the contract and construction support/administration services. The Measure J Commission did vote to recommend that the City Council appropriate an additional budget of \$170,623 from the contingency reserve fund held in the Measure J Unscheduled Capital Projects, Account No. 260-4500-50000, for the Project. Currently, the balance in this Account is \$1,388,833.

Staff recommends that the City Council approve the additional budget of \$170,623 from the contingency reserve fund to be appropriated to the Project in Account No. 260-4500-59403. On the basis of this additional appropriation, the Project budget and estimated expenditures are identified in Table 1.

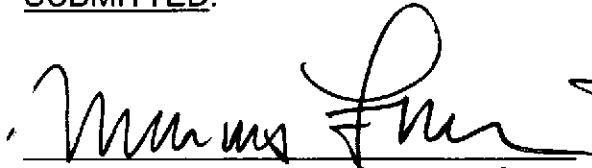
<b>Table of Project Costs</b>	<b>Amount</b>
FY 15/16 Budget Appropriation (Measure J)	\$170,623
FY 12/13 Measure J Fund	\$50,000
FY 07/08 Measure Y Fund	\$50,000
Design Services	(\$22,549)
Project Administration (through 7/31/15)	(\$836)
Project Administration (Estimated)	(\$5,000)
Construction Inspection (Estimated)	(\$20,000)
Construction Contract	(\$219,800)
<b>Remaining Balance</b>	<b>\$2,438</b>

**Table 1**

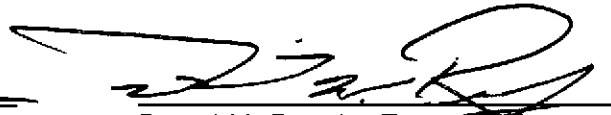
With the City Council's approval of the additional budget appropriation of \$170,623 from the Measure J Capital Improvement Fund contingency reserve, sufficient funding will be available to award the contract from the following accounts:

- Account No. 261-2494-51561; \$36,625
- Account No. 260-4500-59403; \$183,175

SUBMITTED:



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



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

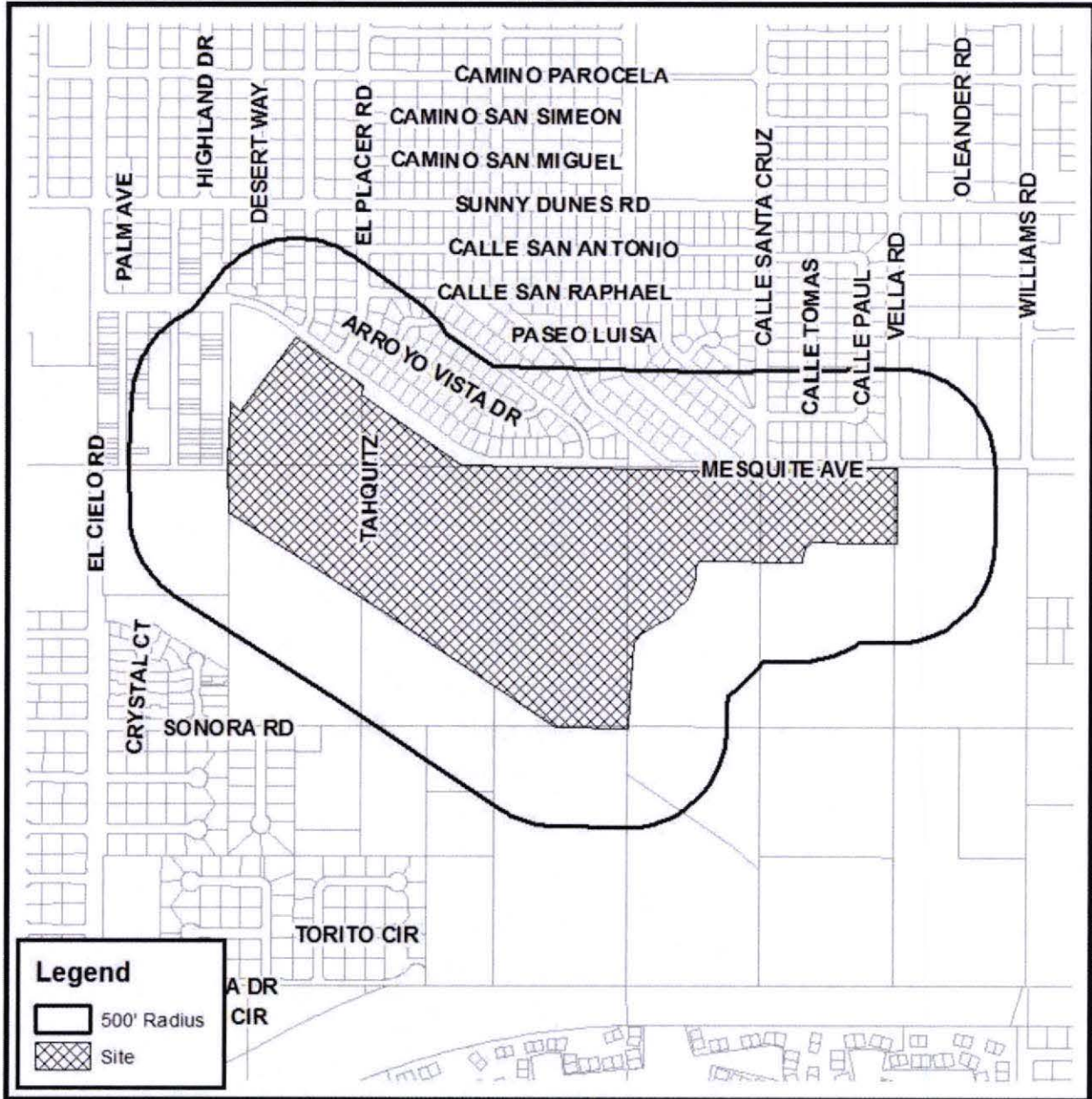
Attachments:

1. Vicinity Map
2. Bid Summary
3. Construction Contract
4. CEQA Notice of Exemption

# **ATTACHMENT 1**



# Department of Public Works and Engineering Vicinity Map

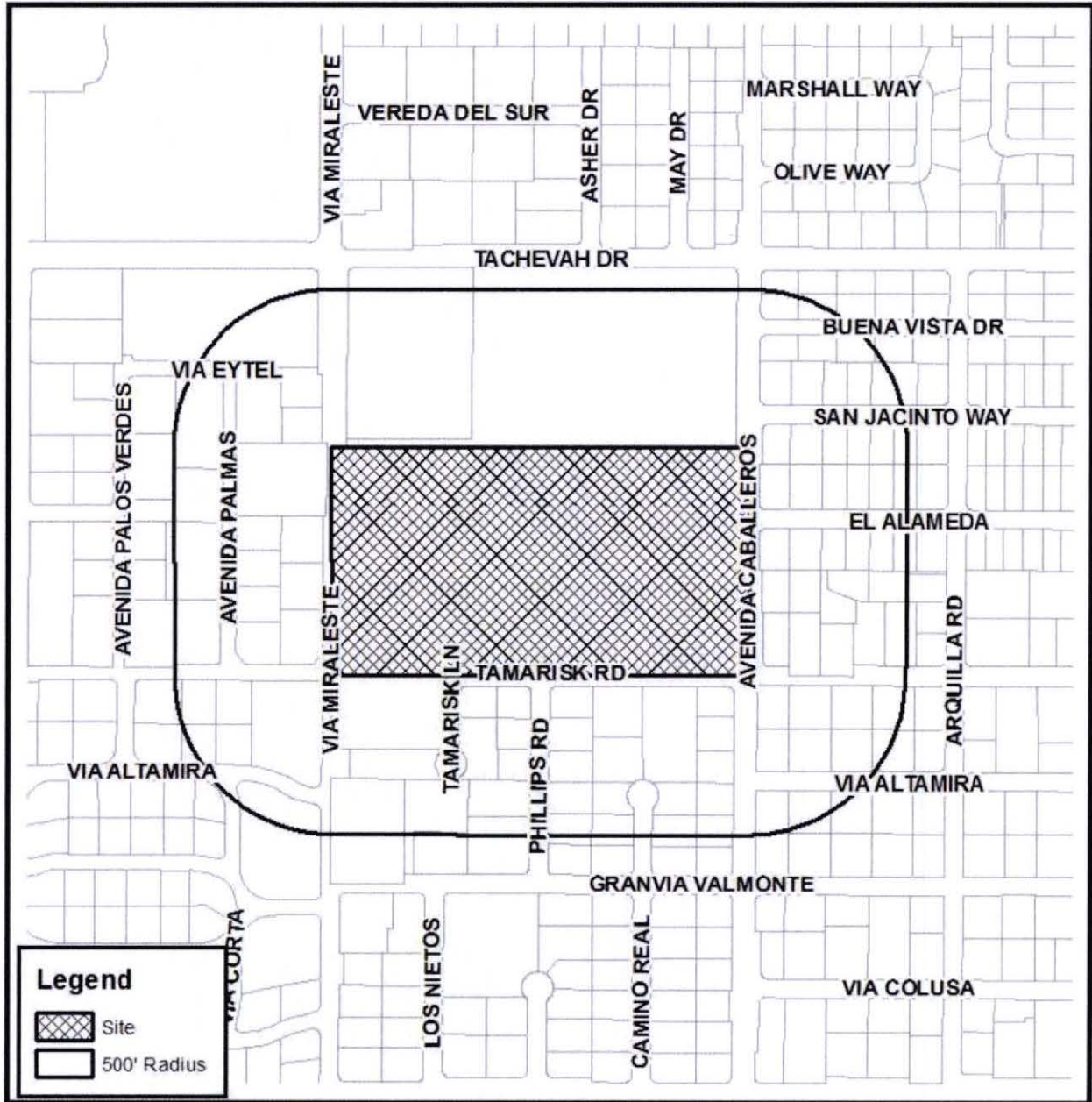


CITY OF PALM SPRINGS





# Department of Public Works and Engineering Vicinity Map



CITY OF PALM SPRINGS

# **ATTACHMENT 2**

**DEMUTH PARK AND RUTH HARDY PARK SECURITY PATH LIGHTING IMPROVEMENTS, CITY PROJECT NO. 14-19**

**BID SUMMARY**

Bid Opening: June 25, 2015

BID SCHEDULE "A"	QUANT.	UNIT	HOT LINE CONSTRUCTION	AEP ELECTRIC	HIGH VOLT ELECTRIC	BAKER ELECTRIC	HIGH LIGHT ELECTRICAL	JACKSON ELECTRIC	BRUDVIK INC.
DESCRIPTION									
The Work comprises the installation of the complete parking lot lighting and electrical system improvements identified for the Demuth Park "East" Parking Lot, as identified on Sheet No. E2.0 of the Drawings, and all other applicable General Notes, details, panel schedule(s), and associated information shown on the Drawings. The Work shall include, but not be limited to: furnishing and installing lighting poles, LED light fixtures, foundations, conduits, conductors, lighting control systems, pull boxes, electrical services, trenching and pavement replacement, concrete curb/gutter and sidewalk replacement, modifications to existing irrigation systems, landscaping, and all other appurtenant work as indicated on the Drawings titled: Palm Springs, Demuth and Ruth Hardy Parks, Lighting Addition, prepared by MJR/C Engineering, Inc., dated May 18, 2015.	1	LS	\$46,000.00	\$56,244.32	\$43,928.49	\$45,227.00	\$56,000.00	\$56,394.00	\$74,626.00

BID SCHEDULE "B"	QUANT.	UNIT	HOT LINE CONSTRUCTION	AEP ELECTRIC	HIGH VOLT ELECTRIC	BAKER ELECTRIC	HIGH LIGHT ELECTRICAL	JACKSON ELECTRIC	BRUDVIK INC.
DESCRIPTION									
The Work comprises the installation of the complete parking lot lighting and electrical system improvements identified for the Demuth Park "West" Parking Lot, as identified on Sheet No. E2.1 of the Drawings, and all other applicable General Notes, details, panel schedule(s), and associated information shown on the Drawings. The Work shall include, but not be limited to: furnishing and installing lighting poles, LED light fixtures, foundations, conduits, conductors, lighting control systems, pull boxes, electrical services, trenching and pavement replacement, concrete curb/gutter and sidewalk replacement, modifications to existing irrigation systems, landscaping, and all other appurtenant work as indicated on the Drawings titled: Palm Springs, Demuth and Ruth Hardy Parks, Lighting Addition, prepared by MJR/C Engineering, Inc., dated May 18, 2015.	1	LS	\$98,800.00	\$100,005.34	\$119,234.47	\$122,758.00	\$120,000.00	\$145,099.00	\$138,965.00

BID SCHEDULE "C"	QUANT.	UNIT	HOT LINE CONSTRUCTION	AEP ELECTRIC	HIGH VOLT ELECTRIC	BAKER ELECTRIC	HIGH LIGHT ELECTRICAL	JACKSON ELECTRIC	BRUDVIK INC.
DESCRIPTION									
The Work comprises the installation of the complete parking lot lighting and electrical system improvements identified for the Ruth Hardy Site Parking Lot, as identified on Sheet No. E2.2 of the Drawings, and all other applicable General Notes, details, panel schedule(s), and associated information shown on the Drawings. The Work shall include, but not be limited to: furnishing and installing lighting poles, LED light fixtures, foundations, conduits, conductors, lighting control systems, pull boxes, electrical services, trenching and pavement replacement, concrete curb/gutter and sidewalk replacement, modifications to existing irrigation systems, landscaping, and all other appurtenant work as indicated on the Drawings titled: Palm Springs, Demuth and Ruth Hardy Parks, Lighting Addition, prepared by MJR/C Engineering, Inc., dated May 18, 2015.	1	LS	\$75,000.00	\$98,750.34	\$94,132.47	\$96,915.00	\$105,000.00	\$88,503.00	\$118,020.00

TOTAL =	\$219,800.00	\$255,000.00	\$267,295.43	\$264,900.00	\$281,000.00	\$289,996.00	\$331,611.00
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# **ATTACHMENT 3**

**AGREEMENT  
(CONSTRUCTION CONTRACT)**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Palm Springs, a charter city, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and Hot Line Construction, Inc., a California corporation, hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 -- THE WORK**

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required to complete the Work as specified in the Contract Documents, and as generally indicated under the Bid Schedule(s) for the Project entitled:

**DEMUTH PARK AND RUTH HARDY PARK SECURITY PATH LIGHTING IMPROVEMENTS  
CITY PROJECT NO. 14-19**

The Work comprises the installation of parking lot lighting for two (2) parking lots at Demuth Park and one (1) parking lot at Ruth Hardy Park. The installation of parking lot lighting shall include lighting poles, LED light fixtures, foundation, conduits, conductors, lighting control systems, pull boxes, electrical services, and any other appurtenant work.

**ARTICLE 2 -- COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum specified in Section 6-9 of the Special Provisions for each calendar day that expires after the time specified in Article 2, herein. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

### **ARTICLE 3 -- CONTRACT PRICE**

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid Proposal and Bid Schedule(s), and any duly authorized Construction Contract Change Orders approved by the City. The amount of the initial contract award in accordance with the Contractor's Bid Proposal is **Two Hundred Nineteen Thousand Eight Hundred Dollars (\$219,800)**.

Contractor agrees to receive and accept the prices set forth herein, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance including those for well and faithfully completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and, also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

### **ARTICLE 4 -- THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Local Business Preference Program – Good Faith Efforts, Non-Discrimination Certification, Non-Collusion Declaration, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers 1 to 1, inclusive, and all Construction Contract Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

### **ARTICLE 5 -- MUTUAL OBLIGATIONS**

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, including the requirement to furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement), and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

**ARTICLE 6 -- PAYMENT PROCEDURES**

The Contractor shall submit Applications for Payment in accordance with the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the City Engineer as provided in the Contract Documents.

**ARTICLE 7 -- NOTICES**

Whenever any provision of the Contract Documents requires the giving of a written Notice between the parties, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

**ARTICLE 8 -- INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Work undertaken by the Contractor hereunder. This Article 8 incorporates the provisions of Section 7-15 "Indemnification," of the Special Provisions, which are hereby referenced and made a part hereof.

**ARTICLE 9 -- NON-DISCRIMINATION**

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

**ARTICLE 10 -- MISCELLANEOUS**

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

***SIGNATURES ON NEXT PAGE***

**IN WITNESS WHEREOF**, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

**CITY OF PALM SPRINGS, CALIFORNIA**

**APPROVED BY THE CITY COUNCIL:**

By \_\_\_\_\_  
David H. Ready  
City Manager

Date \_\_\_\_\_

Agreement No. \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
James Thompson  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Douglas Holland  
City Attorney

**RECOMMENDED:**

By \_\_\_\_\_  
Marcus L. Fuller, PE, PLS  
Assistant City Manager/City Engineer



**CONTRACTOR**

By: Hot Line Construction, Inc.,  
Firm/Company Name

By: \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

# **ATTACHMENT 4**

**NOTICE OF EXEMPTION**

To:  Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

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

Clerk of the Board  
County of Riverside  
P.O. Box 751  
Riverside, CA 92502-0751

Project Title: Demuth and Ruth Hardy Parks Lighting Addition, City Project No. 14-19

Project Applicant: City of Palm Springs

Project Location (Specific): Demuth Park: 3965 E Mesquite Ave (south-side of Mesquite/Nueva Vista).  
Ruth Hardy Park: 700 Tamarisk Lane (north-west corner of Avenida Caballeros/Tamarisk).

Project Location (City): City of Palm Springs

Project Location (County): Riverside

Project Description: The scope of work is to install parking lot lighting in two lots at Demuth Park, currently there are no lights in the Tennis court lot and at the little league field lot. Also scheduled to install parking lot lighting at Ruth Hardy park main entrance lot were currently no lighting exists. All lots will require underground electrical, concrete bases, poles and LED fixtures.

Name of Public Agency Approving Project: City of Palm Springs

Name of Person or Agency Carrying Our Project: City of Palm Springs, Public Works  
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262

**F I L E D / P O S T E D**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-201500410  
05/21/2015 01:01 PM Fee: \$ 50.00  
Page 1 of 1

Removed: JUL 02 2015 By [Signature] Deputy

Exempt Status: (check one)

- Ministerial (Sec. 21080(b) (1); 15268);
- Declared Emergency (Sec. 21080(b) (3); 15269(a));
- Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15303 Class 3 (d) – New Construction or Conversion of Small Structures
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. Therefore, the Demuth and Ruth Hardy Parks Lighting Addition, City Project No. 14-19, is considered categorically exempt from CEQA.

Lead Agency Contact Person: Savat Khamphou, P.E. Area Code/Telephone/Extension: (760) 323-8744, ext. 8744

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: [Signature] Date: 7/1/15 Title: Asst. Director of Public Works/Asst. City Engineer

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date received for filing at OPR: \_\_\_\_\_

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 15-13306

State Clearinghouse # (if applicable): \_\_\_\_\_

Lead Agency: CITY OF PALM SPRINGS Date: 05/21/2015

County Agency of Filing: RIVERSIDE Document No: E-201500410

Project Title: DEMUTH AND RUTH HARDY PARKS LIGHTING ADDITION, CITY PROJECT 14-19

Project Applicant Name: CITY OF PALM SPRINGS Phone Number: (760) 323-8744

Project Applicant Address: 3200 E. TAHQUITZ CANYON WAY, PALM SPRINGS, CA 92262

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

Environmental Impact Report

Negative Declaration

Application Fee Water Diversion (State Water Resources Control Board Only)

Project Subject to Certified Regulatory Programs

County Administration Fee

Project that is exempt from fees (DFG No Effect Determination (Form Attached))

Project that is exempt from fees (Notice of Exemption)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$50.00

Total Received \_\_\_\_\_ \$50.00

Signature and title of person receiving payment



Deputy

Notes: