



City Council Staff Report

DATE: March 2, 2016

CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO M. BREY ELECTRIC, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$399,000 FOR THE JAMES O. JESSIE DESERT HIGHLAND UNITY CENTER OUTDOOR PERFORMANCE STAGE AND OUTDOOR BALL FIELD LIGHTING PROJECT, CITY PROJECT NO. 14-18

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY

Award of this contract will allow the City to proceed with construction of the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting Project, City Project No. 14-18, (the "Project").

RECOMMENDATION:

1. Authorize an additional appropriation from Measure J Capital Project Fund reserve in the amount of \$170,000; and
2. Waive any informality (non-responsiveness), and award a construction contract (Agreement No. ____) to M. Brey Electric, Inc., a California corporation, in the amount of \$399,000 for the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting Project, City Project No. 14-18;
3. Authorize the City Manager to approve and execute construction contract change orders up to an additional amount of \$40,000; and
4. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City is the recipient of a Housing-Related Parks (HRP) Program grant from the State of California, Department of Housing and Community Development (HCD) in the amount of \$266,575 for park and recreational improvements at the James O. Jessie Desert Highland Unity Center. On November 5, 2014, the City Council executed an agreement with the State of California for the HRP grant which is to award cities to

ITEM NO. 711

make park and recreational improvements in communities where affordable residential units have been built, on a per-bedroom basis. The amount designated for the proposed project was calculated on the Rosa Gardens Apartments total bedroom count. The closest facility to Rosa Gardens is the James O. Jessie Desert Highland Unity Center. The proposed improvements include a new outdoor performance stage with ball field seating (funded with the HRP grant), as well as new outdoor ball field lighting funded through the Measure J Capital Fund.

In early 2015, staff requested a proposal from its On-Call Architect, Interactive Design Corporation ("IDC"), to provide preliminary architectural design services associated with the Project. On June 8, 2015, the City Manager approved a Consulting Services Agreement (A6697), in the amount of \$14,900, with IDC for preliminary architectural design services. On January 13, 2016, the City Council approved Amendment No. 1 in the amount of \$10,000 to IDC for the retention of various sub-consultants as well as Amendment No. 2 in the amount of \$21,000 for IDC to prepare construction documents. A total revised contract amount of \$45,900 with IDC has been authorized.

The scope of the Project includes construction of a raised outdoor performance stage and installation of new outdoor ball field lighting. The location of the Project is shown in Figure 1 below, and a vicinity map is included as **Attachment 1**.



Figure 1

The construction drawings and specifications for the Project were prepared by IDC and have been reviewed and approved by the City's Building Department.

As the Project consists of an outdoor performance stage and an outdoor ball field lighting construction, staff separated the working into three separate Bid Schedules; the scope of each Bid Schedule is provided here:

Bid Schedule "A" (Outdoor Performance Stage):

The Work comprises the construction of an outdoor performance stage, including: clearing, grubbing and removals, construction of concrete improvements, construction of CMU walls and retaining walls, installation of an underground electrical system, irrigation system, landscaping, 90-day landscape maintenance, and all appurtenant work

Bid Schedule "B" (Outdoor Ball Field Lighting):

The Work comprises the furnishing and installing of a complete outdoor ball field lighting and electrical system, and including softball infield reorientation. The work consists of drilling (auguring) into undisturbed subgrade with machinery appropriate for the type of soils described in the Geotechnical Report and concrete backfill within drilled light pole foundations for a typical light pole foundation installation.

Additive Bid Schedule "C" (Outdoor Ball Field Lighting):

The Additive Work compensates the Contractor for additional work to the extent that drilling (auguring) into undisturbed subgrade for light pole foundations in Bid Schedule B is prevented due to the existence of cobbles and/or boulders which refuse drilling by machinery used by the Contractor appropriate for the type of soils described in the Geotechnical Report.

On December 16, 2015, the City Council approved the plans, specifications and estimate and authorized staff to advertise and solicit bids for the Project. Subsequently, on February 11, 2016, the Procurement and Contracting Division received five construction bids from the following contractors:

Company	Location	Bid Amount
M. Brey Electric, Inc.	Beaumont, CA	\$399,000.00
C.S. Legacy Construction, Inc.	Pomona, CA	\$545,303.00
AToM Engineering Construction, Inc.	Hemet, CA	\$546,398.00
Interlog HYM Engineering	Anaheim, CA	\$654,149.20
Three Peaks Corporation	Calimesa, CA	\$667,167.00

The basis of award was Bid Schedule "A" and Bid Schedule "B"; the Additive Bid Schedule "C" was included in contract bid documents in the event additional work is required from the Contractor to install the proposed light pole foundations. On that basis, M. Brey Electric, Inc., a California corporation, submitted the lowest bid in the amount of \$399,000. A full bid summary is included as **Attachment 2**.

The lowest bid submitted from M. Brey Electric, Inc., includes the following costs for each separate scope of work:

Bid Schedule "A" (Outdoor Performance Stage):	\$221,000
Bid Schedule "B" (Outdoor Ball Field Lighting):	\$178,000
Basis of Award:	\$399,000

Bid Analysis

As part of the City's normal bid review process, staff reviewed all of the bid documents submitted by the apparent low bidder, M. Brey Electric, Inc., to ensure compliance with the Instructions to Bidders. After staff's review, staff determined that M. Brey Electric, Inc., did not submit the revised Bid Schedule B that was required by Addendum No. 1; however, M. Brey Electric had acknowledged Addendum No. 1, and confirmed the softball infield reorientation was included in the bid amount of \$178,000. Staff requested and received from M. Brey Electric, Inc., a copy of the corrected Bid Schedule B.

On all advertisements for bids, the City issues a disclosure under Section N-3 "Award of Contract," in its Notice Inviting Bids declaring that:

The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsive bidder, and reject all other bids, as it may best serve the interest of the City.

As a California charter city, pursuant to relevant state and case law, the City Council retains general authority to award contracts in the best interests of the City. On the basis, staff recommends that the City Council waive any informality (non-responsiveness) in the bid submitted by M. Brey Electric, Inc., and determine that M. Brey Electric, Inc., of Beaumont, California, submitted the lowest responsive bid.

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 M. Brey Electric, Inc., and the listed subcontractors, are registered with the DIR, and are appropriately licensed.

M. Brey Electric, Inc., of Beaumont, California submitted the lowest responsive bid. Staff reviewed the bid, references, and contractor's license, and found the Contractor to be properly licensed and qualified. A construction contract with M. Brey Electric, Inc., 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. M. Brey Electric,

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 15303 "New Construction or Conversion of Small Structures," Class 3 projects consist of construction and location of limited numbers of new, small facilities or structures such as electrical, and other utility extensions, as well as, accessory (appurtenant) structures, therefore, the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting Project, City Project. No. 14-18, is considered categorically exempt from CEQA, and a Notice of Exemption has been prepared and will be filed with the Riverside County Clerk. A copy of the Notice of Exemption is included as **Attachment 4**.

FISCAL IMPACT:

As part of the 2012/2013 fiscal year budget, the City Council appropriated \$80,000 from the Measure J Capital Fund for repairs/replacement of existing ballfield lighting at Desert Highland Park. Subsequently, in 2014 the City was awarded the HRP Program grant in the amount of \$266,575; this funding was allocated to the Capital Projects Fund (Fund 261) in Account No. 261-2492-51581.

On November 19, 2015, the Measure J Commission recommended that the City Council approve an additional \$225,000 appropriation from the Measure J Capital Project Fund contingency reserve to accommodate replacement of all of the outdoor ballfield lighting at Desert Highland Park. Staff recommends the City Council approve an additional budget of \$170,000 from the contingency reserve fund to be appropriated to the Project in Account No. 260-4500-59401. On the basis that the City Council approves the additional Measure J appropriation, the estimated Project budget and incurred expenditures are identified in Table 1 on the next page.

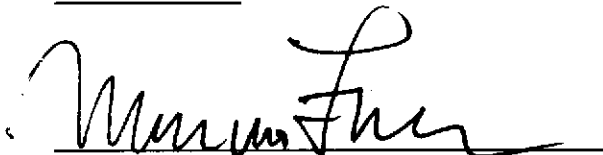
Table of Project Costs	Amount
HRP Program Grant	\$266,575
FY12/13 Measure J Fund	\$80,000
FY15/16 Measure J Fund (Additional Budget)	\$170,000
Design Services	(\$45,900)
Geotechnical Services	(\$5,618)
Project Administration (through 2/24/16)	(\$4,571)
Project Administration (Estimated)	(\$5,000)
Construction Management	(\$16,250)
Construction Contract	(\$399,000)
Construction Contingency	(\$40,000)
Remaining Budget	\$236

Table 1

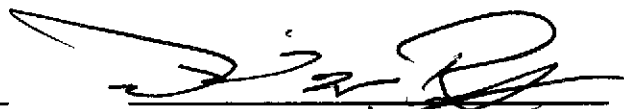
With the City Council's approval of the additional budget appropriation of \$170,000 from the Measure J Capital Improvement Fund contingency reserve, sufficient funding to award the contract in the amount of \$399,000 will be available in the following accounts:

- Account No. 260-4500-59401; \$161,258
- Account No. 261-2492-51581; \$237,742

SUBMITTED:



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



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

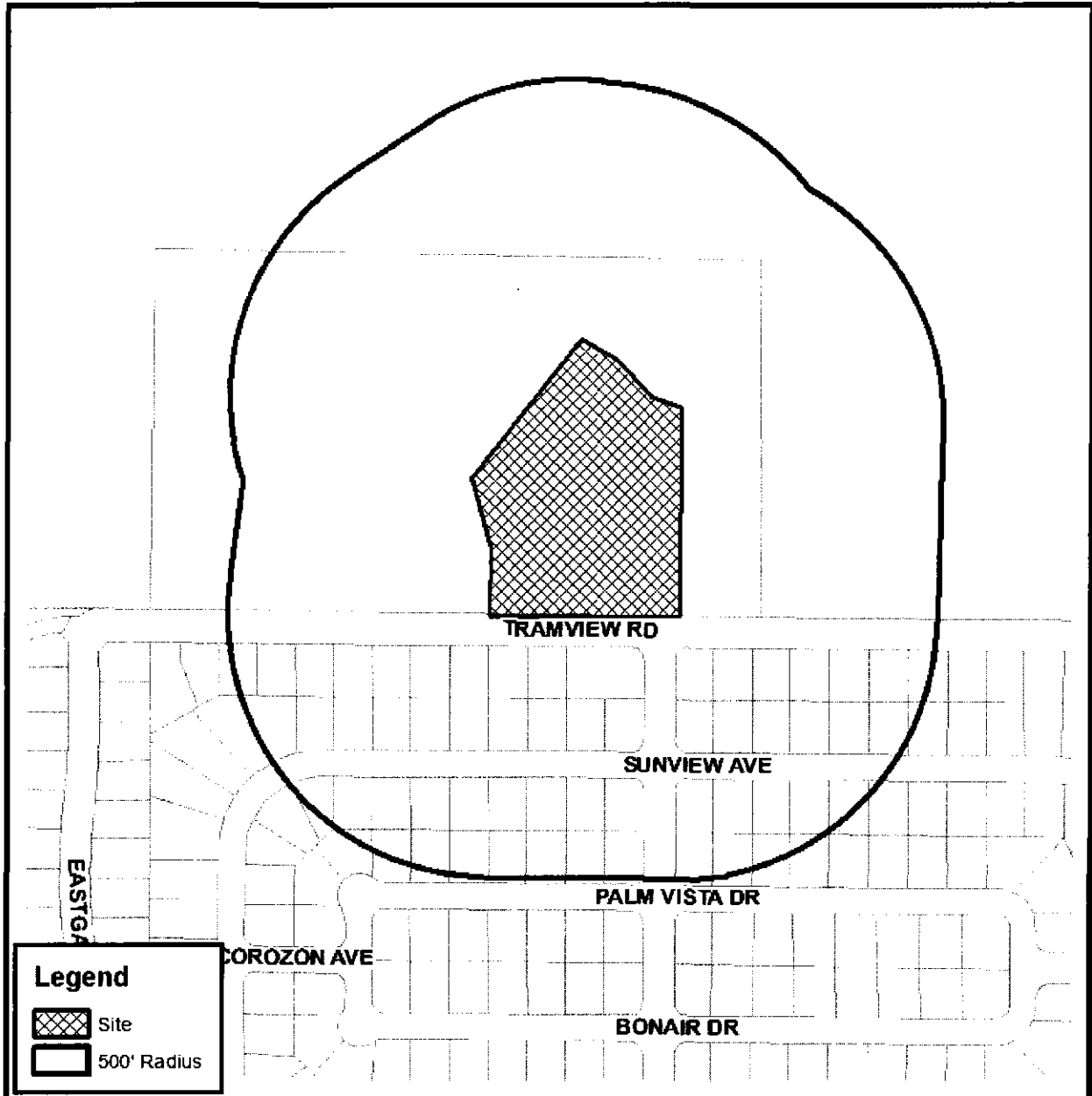
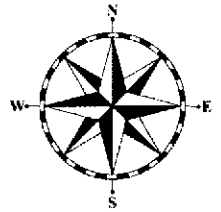
Attachments:

1. Vicinity Map
2. Bid Summary
3. Construction Contract
4. Interwest Consulting Group Construction Management and Inspection Proposal

ATTACHMENT 1



Department of Public Works and Engineering
Vicinity Map



CITY OF PALM SPRINGS

ATTACHMENT 2

JAMES O JESSE DESERT HIGHLAND UNITY CENTER
 OUTDOOR PERFORMANCE STAGE AND OUTDOOR BALL FIELD LIGHTING PROJECT

CITY PROJECT NO. 14-18

BID SUMMARY

BID OPENING: FEBRUARY 11, 2016

DESCRIPTION	QUANTITY	UNIT	M BREY ELECTRIC, INC.		CS LEGACY CONSTRUCTION, INC.		ATOM ENGINEERING CONSTRUCTION, INC.		INTERLOG HYM ENGINEERING		THREE PEAKS CORP.		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
<p>BID SCHEDULE A: The scope of work of this Lump Sum Bid Schedule comprises the construction of an outdoor performance stage, including: clearing, grubbing and removals, construction of concrete improvements, construction of CMU walls and retaining walls, installation of an underground electrical system, irrigation system, landscaping, 90-day landscape maintenance, and all appurtenant work as identified for the J.O.J Highland Unity Center Outdoor Performance Facility, as identified on Drawing No. Sheets 1 thru 4, E1, E2, L-3, and L-5 of the Construction Drawings, and all other applicable General Notes, details, and associated information shown on the Drawings. The Work shall include the construction of a complete and functional outdoor performance stage as shown on the referenced Drawings and as specified in the Special Provisions.</p>	1	LS	\$221,000.00	\$221,000.00	\$294,103.00	\$294,103.00	\$251,000.00	\$251,000.00	\$441,749.20	\$441,749.20	\$368,395.00	\$368,395.00	
<p>BID SCHEDULE B The scope of work of this Lump Sum Bid Schedule comprises furnishing and installing a complete new outdoor ball field lighting and electrical system, and including softball infield reorientation for the J.O.J Highland Unity Center New Outdoor Ballfield Lighting, as identified on Drawing No. Sheet E1, D-1, E2, E3, E4, and E6 of the Construction Drawings, and all other applicable General Notes, details, and associated information shown on the Drawings. The Work shall include the installation of a complete and operational outdoor ball field lighting and electrical system as shown on the referenced Drawings and as specified in the Special Provisions. Note the scope of work of this Lump Sum Bid Schedule includes drilling (auguring) into undisturbed subgrade with machinery appropriate for the type of soils described in the Geotechnical Report and concrete backfill within drilled light pole foundations in accordance with the "Standard Drawing for Typical Light Pole Foundation - Drilling" included in the Appendix.</p>	1	LS	\$178,000.00	\$178,000.00	\$251,200.00	\$251,200.00	\$295,398.00	\$295,398.00	\$212,400.00	\$212,400.00	\$298,772.00	\$298,772.00	
<p>ADDITIVE BID SCHEDULE C Initial Drilling (and refusal), Mobilization and Open Excavation, and Slurry Backfill for Light Pole Foundation</p>	6	EA	\$10,000.00	\$60,000.00	\$5,487.00	\$32,922.00	\$5,500.00	\$33,000.00	\$5,600.00	\$33,600.00	\$3,200.00	\$19,200.00	
BASIS OF AWARD: BID SCHEDULE A + B					\$399,000.00		\$545,303.00		\$548,398.00		\$654,149.20		\$687,167.00

1

2

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ATTACHMENT 3

**AGREEMENT
(CONSTRUCTION CONTRACT)**

THIS AGREEMENT made this ____ day of _____, 20__, 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 M. Brey Electric, 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:

**JAMES O. JESSIE DESERT HIGHLAND UNITY CENTER
OUTDOOR PERFORMANCE STAGE AND
OUTDOOR BALL FIELD LIGHTING PROJECT
CITY PROJECT NO. 14-18**

The work comprises the construction of an outdoor performance stage and related improvements, installation of new outdoor ball field sports lighting and electrical system, and all other appurtenant work at the James O. Jessie Desert Highland Unity Center located at 480 W. Tramview Road.

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 \$399,000.

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 2, 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: M. Brey Electric, Inc., a California corporation
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 _____
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.

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.

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: James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting, City Project No. 15-21

Project Applicant: City of Palm Springs

Project Location (Specific): James O. Jessie Desert Highland Unity Center is located at 480 W. Tramview Road.

Project Location (City): City of Palm Springs

Project Location (County): Riverside

Project Description: The scope of work includes the construction of a raised outdoor performance stage, retaining walls, concrete sidewalk, concrete access ramps (ADA compliant), concrete stairway with metal handrails, boulders, imported fill, modification to landscaping, modification to electrical, reorientation of ball field, removal and installation of sport lighting equipment including foundation and all other appurtenant work.

Name of Public Agency Approving Project: City of Palm Springs

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

Exempt Status: (check one)

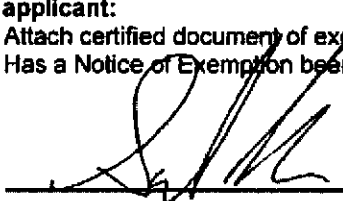
- Ministerial (Sec. 21080(b) (1); 15268);
- Declared Emergency (Sec. 21080(b) (3); 15269(a));
- Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15303 Class 3 (d) & (e) – New Construction or Conversion of Small Structures
- Statutory Exemptions.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

Reasons why project is exempt: Class 3 consists of construction and location of limited numbers of new, small facilities or structures. Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. Additionally, accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences. Therefore, the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting, City Project No. 15-21, is considered categorically exempt from CEQA.

Lead Agency Contact Person: Savat Khamphou, P.E. Area Code/Telephone/Extension: (760) 323-8253x8744

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:  Date: 11/15/15 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: _____