



City Council Staff Report

Date: August 3, 2016

CONSENT CALENDAR

Subject: APPROVAL OF PROGRAM SUPPLEMENT AGREEMENT NO. N036-R1, WITH THE STATE OF CALIFORNIA FOR USE OF HIGHWAY BRIDGE PROGRAM (HBP) FEDERAL-AID FUNDS FOR THE RAMON ROAD BRIDGE WIDENING OVER THE WHITEWATER RIVER, CITY PROJECT NO. 08-25, FEDERAL-AID PROJECT NO. BHLS-5282 (040), (A6122)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of a Program Supplement Agreement No. N036-R1 will formally authorize the reimbursement of up to \$3,483,655 in federal-aid funds for the Preliminary Engineering (PE) and Right of Way (R/W) phases of the Ramon Road Bridge Widening over the Whitewater River, City Project 08-25, Federal Aid Project No. BHLS-5282 (040).

RECOMMENDATION:

Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N036-R1 (AMENDMENT NO. 1 TO CITY AGREEMENT NO. 6122) TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$3,483,655 FOR THE RAMON ROAD BRIDGE WIDENING OVER THE WHITEWATER RIVER, CITY PROJECT NO. 08-25, FEDERAL-AID PROJECT NO. BHLS-5282 (040), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF PALM SPRINGS."

STAFF ANALYSIS:

On May 9, 2009, the City Council awarded a professional services agreement to CNS Engineers, Inc., to prepare 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. CNS subsequently completed the PSR resulting in a

ITEM NO. 16

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.

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 Preliminary Engineering (“PE”) – Project Approval and Environmental Document (“PA&ED”) Phase of the project. On June 2, 2015, Caltrans authorized the City to proceed with final design – the Plans, Specifications and Estimates (“PS&E”) Phase of the project. Most recently, on June 9, 2016, Caltrans authorized the City to proceed with the Right of Way (“R/W”) Phase of 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

The City operates under a “Master Agreement” with the state of California, identified as the “Administering Agency – State Agreement No. 08-5282R” for use of federal-aid funds on City projects. The Master Agreement is amended by each successive use of federal funds on a project, and upon authorization or obligation of the use of federal funds on a project, the City is provided with a “Program Supplement Agreement”, or amendment, to the Master Agreement.

On July 6, 2011, the City Council adopted Resolution No. 22987 approving Program Supplement Agreement No. N036 in the amount of \$1,200,732 which was identified as City Agreement No. 6122.

In light of the City's authorization to proceed with the Right of Way phase of the Project using federal HBP funds, Caltrans has submitted to the City approval of a revised Program Supplement Agreement No. N036-R1 which will continue to facilitate the City's use of federal funds for the Project. From time to time, federal regulations and requirements are updated and the re-issuance of a revised Program Supplement Agreement would be re-issued to the City upon the next funding authorization phase, in the case the R/W phase. A copy of the revised Program Supplement Agreement No. N036-R1 is included as **Attachment 2**.

ENVIRONMENTAL IMPACT:

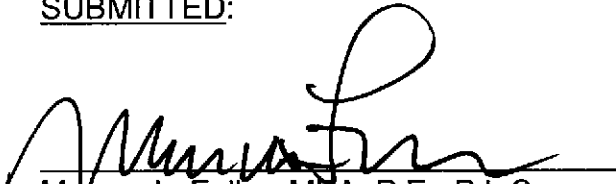
Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). In accordance with the CEQA Guidelines, the City acting as "Lead Agency" pursuant to CEQA, previously completed an environmental analysis of the potential 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; a copy of Resolution No. 23544 is included as **Attachment 3**. 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 July 11, 2013, Caltrans completed a NEPA re-validation confirming that the prior NEPA determination for the Project remains valid and no further environmental documentation was required. A copy of the NEPA environmental documents is included as **Attachment 5**.

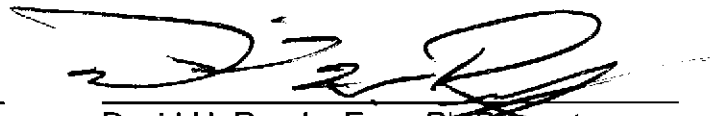
FISCAL IMPACT:

Approval of Program Supplement Agreement No. N036-R1 with Caltrans will formally authorize the disbursement and use of up to \$3,483,655 in federal-aid funds for the Project. These funds will be allocated to the Capital Project Fund (Fund 261) in Account No. 261-4491-50245.

SUBMITTED:



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



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

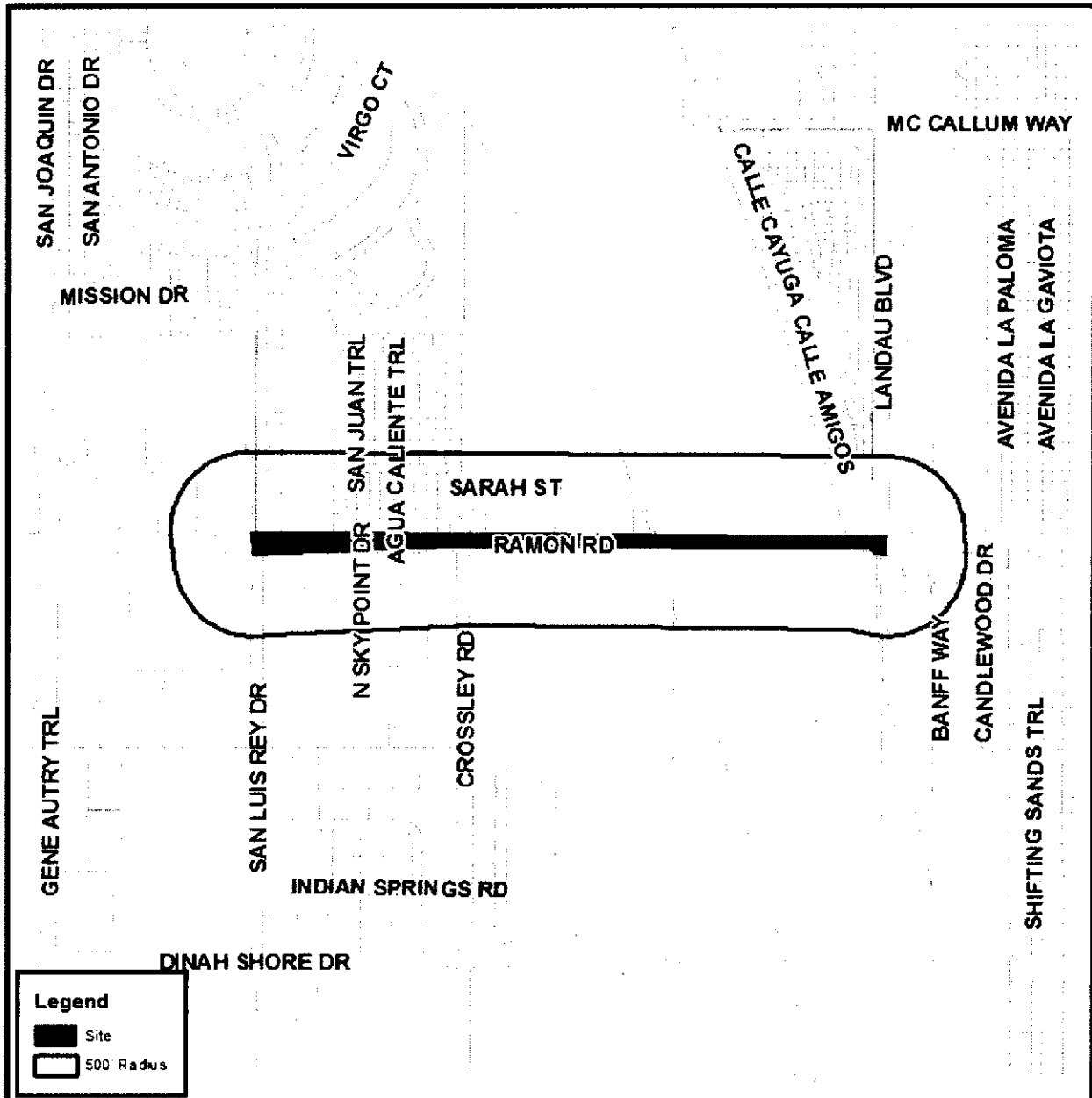
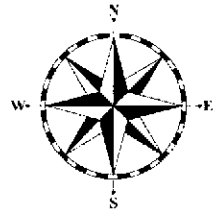
Attachments:

1. Vicinity Map
2. Program Supplement Agreement No. N036-R1
3. Resolution No. 23544
4. CEQA – NOD
5. NEPA - CE
6. Resolution

ATTACHMENT 1



Department of Engineering Services Vicinity Map



CITY OF PALM SPRINGS

ATTACHMENT 2

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

RECEIVED
JUL 12 2016
BY: _____



July 8, 2016

File : 08-RIV-0-PSP
BHLS-5282(040)
Ramon Road from San Luis Rey
Drive to Landau Boulevard, Br. No.
56C-0287

Mr. Savat Khamphou
Assistant City Engineer/Assistant Public Works Director
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Dear Mr. Khamphou:

Enclosed are two originals of the Program Supplement Agreement No. 036-N1 to Administering Agency-State Agreement No. 08-5282R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.


Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(08) DLAE - Sean Yeung

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 06/30/2016 EA No: 08-925238
 D_CO_RT: 08-RIV-0-PSP
 Project No: BHLS-5282(040)
 Adv Project Id: 0800020453
 Period of Performance End Date: 06/30/2020
 Agreement End Date: 03/31/2022

Attention: City of Palm Springs

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL FUNDS		LOCAL FUNDS	OTHER FUNDS
					L1CE	MDE1		
Agency Preliminary Engineering - PAVED	Pro Rata	\$1,850,000.00	\$1,356,300.00	88.53%	\$1,200,732.00	\$0.00	\$155,568.00	\$293,700.00
Agency Preliminary Engineering - PS&E	Pro Rata	\$1,718,000.00	\$1,414,700.00	88.53%	\$0.00	\$1,252,434.00	\$162,268.00	\$303,300.00
R/W Acquisition	Pro Rata	\$2,234,720.00	\$964,361.00	88.53%	\$0.00	\$853,748.00	\$110,613.00	\$1,270,359.00
R/W Engineering & Administration Costs	Pro Rata	\$531,280.00	\$199,639.00	88.53%	\$0.00	\$176,741.00	\$22,898.00	\$331,641.00
Totals:		\$6,134,000.00	\$3,935,000.00	0.00%	\$1,200,732.00	\$2,282,923.00	\$451,348.00	\$2,199,060.00

Fed. Partic: 64.15%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: *Patrick D. Louie*
 Title: HQ Local Assistance Area Engineer

For questions regarding finance letter, contact:

Printed Name : Patrick Louie
 Telephone No: (916) 653-7349

Remarks: Br. No. 56C-0287. Based on the City's finance letter dated 3/01/16 for right of way support and acquisition funds. Federal participating limits are from 200' west of the west bridge abutment to Landau Blvd. The City shall not bill for non-participating PE work. Reimbursement ratio = 88.53%.

ACCOUNTING INFORMATION

BHLS-5282(040)

Cooperative Work Agreement

ADV PROJECT ID	APPROP UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
0800020453	11102F	2030010300	F	\$1,200,732.00	1011	\$905,998.72	\$294,733.28	06/30/16	\$283,233.00	06/30/18
0800020453	16102F	2030010300	F	\$1,030,489.00	1516	\$0.00	\$1,030,489.00	06/30/21		
0800020453	15102F	2030010300	F	\$1,252,434.00	1415	\$0.00	\$1,252,434.00	06/30/20		

PROGRAM SUPPLEMENT NO. N036 Rev. 1
 to
**ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO 08-5282R**

Adv Project ID **Date:** June 23, 2016
 0800020453 **Location:** 08-RIV-0-PSP
 Project Number: BHLS-5282(040)
 E.A. Number: 08-925238
 Locode: 5282

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/07/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Ramon Road from San Luis Rey Drive to Landau Boulevard, Br. No. 56C-0287

TYPE OF WORK: Bridge rehabilitation and widening from four to six lanes

LENGTH: 0.8(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M0E1	L1CE	LOCAL	OTHER
\$6,134,000.00	\$2,282,923.00	\$1,200,732.00	\$451,345.00	\$2,199,000.00

CITY OF PALM SPRINGS

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
 Department of Transportation

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Benjamin James Chavez* Date *6/24/2016* \$3,483,655.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

PROGRAM SUPPLEMENT NO. N036 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5282R

Adv Project ID **Date:** June 23, 2016
0800020453 **Location:** 08-RIV-0-PSP
 Project Number: BHLS-5282(040)
 E.A. Number: 08-925238
 Locode: 5282

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/07/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Ramon Road from San Luis Rey Drive to Landau Boulevard, Br. No. 56C-0287

TYPE OF WORK: Bridge rehabilitation and widening from four to six lanes

LENGTH: 0.8(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M0E1	L1CE	LOCAL	OTHER
\$6,134,000.00	\$2,282,923.00	\$1,200,732.00	\$451,345.00	\$2,199,000.00

CITY OF PALM SPRINGS

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Roxanne Jane Chyu Date 6/24/2016 \$3,483,655.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

ATTACHMENT 3

RESOLUTION NO. 23544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, ADOPTING AND ORDERING THE FILING OF A MITIGATED NEGATIVE DECLARATION FOR THE RAMON ROAD WIDENING PROJECT (CP 08-25).

WHEREAS, On January 30, 2008, the City of Palm Springs ("City"), the City of Cathedral City and the Agua Caliente Band of Cahuilla Indians submitted a request for funding from the Coachella Valley Association of Governments (CVAG) to prepare a Project Study Report (PSR) for the Ramon Road Widening Project Between San Luis Rey Drive and Landau Boulevard, City Project No. 08-25; and

WHEREAS, the Project is listed on the 2010 Transportation Project Prioritization Study (TPPS) and is therein listed as a backbone project; and

WHEREAS, the Project will result in the widening of Ramon Road from a 4-lane arterial to a 6-lane arterial (3 lanes in each direction) between San Luis Rey Dr. and Landau Blvd., including the widening and seismic retrofitting of the Ramon Road Bridge over the Whitewater River (Bridge No. 56C0287). The project will also include new guardrails, bridge supports within the Whitewater River Channel, installation of a median, reconstruction of gutters, curbs, and driveways, restriping of travel lanes and crosswalks, roadway rehabilitation, new and relocated bus stops, sidewalks and multi-purpose trail, utilities relocation, drainage improvements, landscaping, and all appurtenant work. The project also includes sidewalks across the bridge, including a 10-foot wide multi-purpose trail; and

WHEREAS, the Project is consistent with the Circulation Element of the 2007 Palm Springs General Plan Update, which identifies Ramon Road as a "Major Thoroughfare" and the 2009 Cathedral City General Plan, which identifies Ramon Road as an "Arterial Highway"; and

WHEREAS, the Project is listed on the Southern California Association of Governments ("SCAG") 2013 Federal Transportation Improvement Program ("FTIP") as Project ID# RIV110124, approved by the Federal Highway Administration and Federal Transit Administration on December 14, 2012; and

WHEREAS, the Project implements the goals and policies of the General Plans of the Cities of Palm Springs and Cathedral City; and

WHEREAS, an Initial Study was prepared pursuant to the provisions of the California Environmental Quality Act ("CEQA"), Division 13 of the Public Resources Code of the State of California, beginning with §21000 (hereinafter "Act"); and

WHEREAS, pursuant to Section 21152 of the Act, a public notice announcing circulation and availability of the document and intent to Adopt a Mitigated Negative Declaration was published in the Desert Sun on March 19, 2014, and Notice of Opportunity for Public Hearing, was filed with the Riverside County Clerk; and

WHEREAS, the Initial Study/Mitigated Negative Declaration ("IS/MND") was circulated for public comment from March 19 through April 19, 2014; and

WHEREAS, pursuant to Section 15202 of the CEQA Guidelines, Title 14, Division 6, Chapter 3, Article 13 "Review and Evaluation of EIRs and Negative Declarations", of the California Code of Regulations, CEQA does not require formal hearings at any stage of the environmental review process, and public comments may be restricted to written communications; and

WHEREAS, the IS/MND prepared for this project has concluded, and following public review, it has been determined that the Project will not have a significant effect on the environment with the adoption of avoidance and mitigation measures identified in the MND; and

WHEREAS, the City Council has carefully reviewed and considered all of the evidence presented in connection with the Project, including, but not limited to, the staff report, the IS/MND, and all written and oral testimony presented.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The above recitals are all true and correct.

SECTION 2: The City Clerk of the City of Palm Springs, is hereby designated the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council has based its decision. The custodian of the documents is located at 3200 E. Tahquitz Canyon Way, Palm Springs, California.

SECTION 3: Pursuant to Section 15063 of the CEQA Guidelines, a Mitigated Negative Declaration ("MND") of environmental impact was prepared and circulated for a 30-day public review period ending on April 19, 2014. The Mitigated Negative Declaration adequately analyzes the general environmental setting of the Project, its potentially significant environmental impacts, and mitigation measures related to each potentially significant environmental impact on the Project, and has determined that there are no potentially significant impacts associated with the Project.

SECTION 4: The Project implements the following goals and policies of the City of Palm Springs General Plan:

Goal CR1: *Establish and maintain an efficient, interconnected circulation system that accommodates vehicular travel, walking, bicycling, public transit, and other forms of transportation.*

Goal CR2: *Establish improved levels of service for efficient traffic flow and provide a safe circulation system.*

As stated in the Project's Statement of Purpose of Need, the Project will accomplish the following:

- Provide a gap-closure and improved regional roadway access between the Cities of Palm Springs and Cathedral City;
- Provide expanded all-weather access across the Whitewater River Stormwater Channel between the Cities of Palm Springs and Cathedral City.

Policy CR2.2: *Make street improvements at problem intersections and bottleneck locations to improve specific traffic operations and safety, with all such improvements to be considered selectively on the basis of specific studies of the affected intersection and streets, and the impacts on the surrounding area and on pedestrian activity.*

As stated in the Project's Statement of Need, the Project will resolve the following:

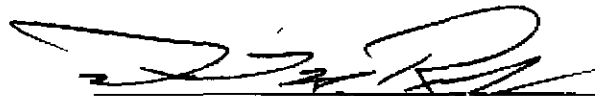
- **Design Inadequacies:** Majority of the Ramon Road between Gene Autry Trail in the City of Palm Springs and Da Vall Drive in the City of Cathedral City consists of 6 traffic lanes (3 lanes in each direction). However, the arterial within the project area between San Luis Rey Drive and Landau Boulevard consists of only 4 to 5 lanes including the Ramon Road Bridge, which consists of only 4 lanes;
- **Safety Deficiencies:** Proposed project will improve traffic safety and traffic flow on the existing river crossing by widening the narrow bridge and improving its roadway approaches. It will improve access to the Palm Springs International Airport, which is located approximately 2 miles west of the proposed roadway and bridge widening. The widening of the bridge will also enhance public health by improving access through the bridge to reduce response time of the Emergency Response Centers
- **Capacity Deficiencies:** Four-lane roadway and bridge currently creates a traffic bottleneck situation as Ramon Road narrows from a 6-lane roadway to a 4-lane roadway over the Whitewater River and bridge approaches. As a result, the project area experiences undesirable traffic congestion during peak hours and intermittently throughout the day especially from San Luis Rey Drive to Landau Boulevard.

SECTION 5: The City Council has carefully reviewed and considered all of the evidence presented in connection with the Project, including, but not limited to, the staff report, the Initial Study and public comments received, the proposed Mitigated Negative Declaration, the proposed Mitigation Monitoring and Reporting Program, and all written and oral testimony presented. The City Council further finds that on the basis of the entire Project record, there is no substantial evidence that the Project will have a

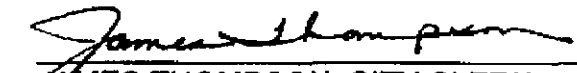
significant effect on the environment and that the Mitigated Negative Declaration reflects the City's independent judgment and analysis.

NOW, THEREFORE, BE IT RESOLVED, that based upon the foregoing, and pursuant to Section 15074 of the CEQA Guidelines, Title 14, Division 6, Chapter 3, Article 6 "Negative Declaration Process", of the California Code of Regulations, the City Council adopts and orders the filing of a Mitigated Negative Declaration, and approves the Mitigation Monitoring and Reporting Program, for the Ramon Road Widening Project Between San Luis Rey Drive and Landau Boulevard, City Project No. 08-25.

ADOPTED THIS 7TH DAY OF MAY, 2014.


DAVID H. READY, CITY MANAGER

ATTEST:


JAMES THOMPSON, CITY CLERK

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 23544 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on the 7th day of May, 2014, by the following vote:

AYES: Councilmember Lewin, Councilmember Mills, Mayor Pro Tem Hutcheson,
and Mayor Pougnet.
NOES: None.
ABSENT: Councilmember Foat.
ABSTAIN: None.


JAMES THOMPSON, CITY CLERK
City of Palm Springs, California
05/23/2014

ATTACHMENT 4

Notice of Determination

Appendix D

To:

[X] 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

[X] 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 (X Lead Agency or Responsible Agency)

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

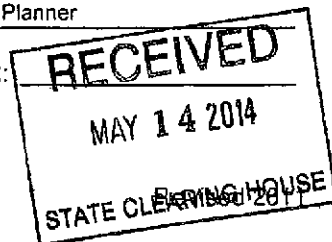
- 1. The project [] will [X] will not have a significant effect on the environment.
2. [] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. [X] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures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

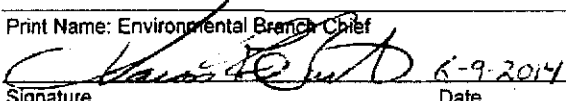
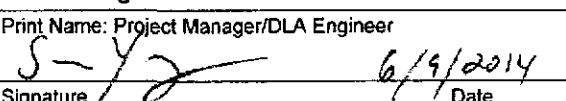
Date: 5.8.14 Date Received for filing at OPR:



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"/> Categorical Exempt Class (PRC 21084; 14 CCR 15300 et seq.)	
<input type="checkbox"/> Categorical 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].)]	
<u>N/A</u>	<u>N/A</u>
Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
<u>N/A</u>	<u>N/A</u>
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.	
<u>Aaron Burton</u>	<u>Sean Yeung</u>
Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
	
Signature _____	Signature _____
Date <u>6-9-2014</u>	Date <u>6/9/2014</u>
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).

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:			
<p>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.</p>			
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. Writen 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.			

ATTACHMENT 6

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N036-R1 (AMENDMENT NO. 1 TO CITY AGREEMENT NO. 6122) TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$3,483,655 FOR THE RAMON ROAD BRIDGE WIDENING OVER THE WHITEWATER RIVER, CITY PROJECT NO. 08-25, FEDERAL-AID PROJECT NO. BHLS-5282 (040), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF PALM SPRINGS

WHEREAS, on July 6, 2011, the City Council of the City of Palm Springs adopted Resolution No. 22987 approving Program Supplement Agreement No. N036 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$1,200,732 of HBP federal-aid funds for the Ramon Road Bridge Widening over the Whitewater River, (City Project 08-25), Federal Aid Project No. BHLS-5282 (040); and

WHEREAS, Program Supplement Agreement No. N036 is identified as City Agreement No. 6122; and

WHEREAS, the California Department of Transportation has prepared a new Program Supplement Agreement No. N036-R1 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$3,483,655 of HBP federal-aid funds for the Ramon Road Bridge Widening over the Whitewater River, (City Project 08-25), Federal Aid Project No. BHLS-5282 (040); and

WHEREAS, it is necessary to approved the new Program Supplement Agreement No. N036-R1, which will be identified as Amendment No. 1 to City Agreement No. 6122.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Program Program Supplement Agreement No. N036-R1 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$3,483,655 of HBP federal-aid funds for the Ramon Road Bridge Widening over the Whitewater River, (City Project 08-25), Federal Aid Project No. BHLS-5282 (040), is approved, and identified as Amendment No. 1 to City Agreement No. 6122.

SECTION 2. The City Manager is authorized to execute and administer the Program Supplement Agreement as may be necessary.

ADOPTED THIS 3rd day of August, 2016.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. ____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on August 3, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California