



City Council Staff Report

Date: September 21, 2016

CONSENT CALENDAR

Subject: APPROVAL OF AMENDMENT NO. 4 IN THE AMOUNT OF \$367,911.49 TO PROFESSIONAL SERVICES AGREEMENT WITH CNS ENGINEERS, INC., (A6190), AND APPROVAL OF A COOPERATIVE AGREEMENT WITH CATHEDRAL CITY FOR THE RAMON ROAD WIDENING (FROM SAN LUIS REY DR. TO LANDAU BLVD.) INCLUDING THE WHITEWATER RIVER BRIDGE WIDENING, CITY PROJECT NO. 08-25, FEDERAL-AID PROJECT NO. BHLS-5282 (040)

From: David H. Ready, City Manager

Initiated by: Engineering Services Department

SUMMARY

The requested action will approve Amendment No. 4 to a Professional Services Agreement with CNS Engineers, Inc., (Agreement No. 6190) in the amount of \$367,911.49 for an increased total contract amount of \$3,030,254.85 for the Ramon Road Widening (San Luis Rey Dr. to Landau Blvd.) including the Whitewater River Bridge Widening, City Project No. 08-25, Federal-Aid Project No. BHLS-5282 (040), (the "Project").

The proposed cooperative agreement with Cathedral City will define the cost shares between the each City for their respective locally funded portions of the Project not covered by the federal grant or Regional Measure A funds through the Coachella Valley Association of Governments ("CVAG").

RECOMMENDATION:

- 1) Approve Amendment No. 4 to a Professional Services Agreement with CNS Engineers, Inc., (Agreement No. 6190), to incorporate right-of-way services in the amount of \$367,911.49 for an increased total contract amount of \$3,030,254.85 for the Ramon Road Widening (San Luis Rey Dr. to Landau Blvd.) including the Whitewater River Bridge Widening, City Project No. 08-25, Federal-Aid Project No. BHLS-5282 (040);
- 2) Approve Agreement No. _____, an Agreement by and between the City of Palm Springs and City of Cathedral City for funding the Local Share costs of the

ITEM NO. 11

Preliminary Engineering, Right of Way Phase, and the Construction Phase for the Widening of the Ramon Road Bridge over the Whitewater River Channel and Associated Street Improvements; and

- 3) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On January 30, 2008, the City of Palm Springs, the City of Cathedral City, and the Agua Caliente Band of Cahuilla Indians submitted a letter to CVAG requesting funding for a Project Study Report (PSR) to identify the project details and overall scope for the widening of Ramon Road to its full 6-lane width, extending from San Luis Rey Drive to Landau Boulevard, including widening of the existing bridge over the Whitewater River. This capital improvement project has been called the Ramon Road Widening (from San Luis Rey Dr. to Landau Blvd.) including the Whitewater River Bridge Widening, City Project No. 08-25, (the "Project"). A vicinity map of the project area is included as **Attachment 1**.

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

On April 28, 2010, Caltrans representatives advised the City that the funding request was approved, and that the project would be programmed as part of the HBP in 2011. Total project costs and initial project schedule is identified in Table 1:

Phase	HBP Federal Funding	CVAG Regional Measure A	Palm Springs Local Measure A	Cathedral City Fair Share	Totals
Preliminary Engineering	\$2,453,000	\$686,250	\$114,375	\$114,375	\$3,368,000
Right of Way	\$1,030,000	\$1,302,000	\$188,356	\$245,644	\$2,766,000
Construction	\$21,753,000	\$6,083,250	\$880,044	\$1,147,706	\$29,864,000
Totals	\$25,236,000	\$8,071,500	\$1,182,775	\$1,507,725	\$35,998,000

Table 1

Pursuant to a previous funding agreement with CVAG and Cathedral City, the local funding amounts were funded by CVAG with 75% Regional Measure A funds with the remaining 25% appropriately split between Palm Springs and Cathedral City. This

reduces the City's responsibility of the \$36 million total project cost to approximately \$1.2 million to be funded with Local Measure A funds.

On June 7, 2011, Caltrans authorized the City to proceed with the Project Approval and Environmental Document ("PA/ED") Phase of the Project.

On January 18, 2012, the City Council awarded a new PSA to CNS (Agreement No. 6190) in the amount of \$1,159,990.31 for the PA/ED Phase of the Project. Subsequently, staff has coordinated with CNS on the preliminary engineering design and environmental analysis required for the Project, and has completed the PA/ED Phase.

On May 7, 2014, the City Council reviewed and approved the environmental documents for the Project, completing the PA/ED Phase.

On July 1, 2015, the City Council approved Amendment No. 3 to incorporate final design phase services in the amount of \$1,502,353.05 for an increased total contract amount of \$2,662,343.36.

Recently, the City requested and received authorization from Caltrans to proceed with the next phase of the Project – the right-of-way acquisition phase. Accordingly, CNS has provided the City with a proposal for the required right-of-way services, and staff has reviewed and recommends approval of Amendment No. 4 in the amount of \$367,911.49 to the PSA with CNS (Agreement No. 6190). A copy of the proposed amendment is included as **Attachment 2**.

Cooperative Agreement with Cathedral City

The City of Palm Springs entered into prior cooperative agreements with Cathedral City, Agreement No. 5774 funding a Project Study Report (PSR), and Agreement No. 6202 funding the Preliminary Engineering Phase of the Project. The City of Palm Springs and City of Cathedral City share a common jurisdictional boundary along the centerline of Ramon Road between San Luis Rey Drive and Landau Boulevard. Although prior agreements have established a funding split between Palm Springs and Cathedral City at 50/50 of local costs, updated cost estimates based upon the additional right-of-way acquisition required and the actual improvements to be constructed within each jurisdiction have been determined to identify an accurate distribution of the fair share costs.

Staff recommends that the City Council approve a new cooperative agreement with the City of Cathedral City, provided as **Attachment 3**, establishing each City's payment obligation to the Project. An updated cost estimate provided by CNS is summarized in **Table 2**; according to this new detailed financial analysis, Cathedral City's obligation for its Local Share of the Project will be increased to \$1,683,760 and Palm Springs' obligation for its Local Share of the Project will be reduced to \$1,006,899.

Phase	TOTAL				
	TOTAL	HBP FEDERAL FUNDING	CVAG	PALM SPRINGS	CATHEDRAL CITY
Preliminary Engineering	\$3,322,000	\$2,453,166	\$651,625	\$81,532	\$135,676
Right of Way (Including Utility Relocation)	\$3,356,000	\$1,234,994	\$1,590,755	\$196,401	\$333,850
Construction	\$29,321,000	\$21,548,202	\$5,829,599	\$728,966	\$1,214,234
total	\$35,999,000	\$25,236,362	\$8,071,979	\$1,006,899	\$1,683,760

Fair Share Percentages Determined by Quantities and Cost Estimates

Table 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 4**. 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 5**.

The Project is funded, in part, by federal funds, requiring local oversight by Caltrans. As a federally funded project, the Project is subject to environmental review pursuant to the National Environmental Policy Act ("NEPA"). On June 9, 2014, Caltrans, acting as the lead agency pursuant to NEPA, made an environmental determination that the Project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), and that it qualifies for a Categorical Exclusion in accordance with 23 USC 327. Subsequently, on January 21, 2016, Caltrans completed a NEPA re-validation of the Project, confirming that the prior NEPA determination for the Project remains valid, and approved the City to proceed with the right-of-way acquisition phase. A copy of the NEPA determination is included as **Attachment 6**.

FISCAL IMPACT:

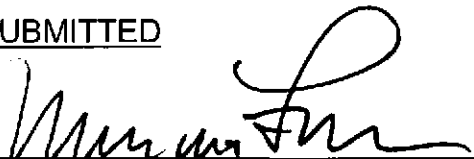
On November 5, 2008, City Council approved an initial Reimbursement Agreement with CVAG (Agreement No. 5748) for the Project, to facilitate Regional Measure A funding for the PSR phase at a total cost of \$100,000 funded with 75% Regional Measure A funds, and with 25% local match split between the cities of Palm Springs and Cathedral City. On November 3, 2010, the City Council adopted Amendment No. 1 to the CVAG Reimbursement Agreement to reflect the City's success in receiving over \$25 Million in HBP funds programmed on the Project. The currently amended CVAG Reimbursement Agreement is funding over \$8 Million (75% of the \$10,762,000 not funded by the HBP grant), with the 25% local share to be further divided between Palm Springs and Cathedral City based on the cost of construction located in each City's jurisdiction.

Staff has previously coordinated receipt of \$1,200,732 of federal HBP funds for the Project, which has been used to fund the PA/ED Phase of the Project. After approval of the environmental document, staff also requested and received approval from Caltrans for an additional \$1,252,434 of HBP funds to proceed with the final design phase of the Project. Most recently, staff requested and received approval from Caltrans for an additional \$1,030,489 of HBP funds to proceed with the right-of-way acquisition phase of the Project. A copy of the funding obligation letter from Caltrans received in June 2016 is included as **Attachment 7**.

Sufficient funding is available to approve Amendment No. 4 in the amount of \$367,911.49 to the PSA with CNS from the following accounts:

- Capital Project Fund, Account No. 261-4491-50245; \$267,949.93
- Regional Measure A Fund, Account No. 134-4497-50245; \$74,943.57
- Capital Project Fund, Account No. 261-4491-50304; \$17,512.59
- Local Measure A Fund, Account No. 134-4498-50245; \$7,505.40

SUBMITTED



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



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

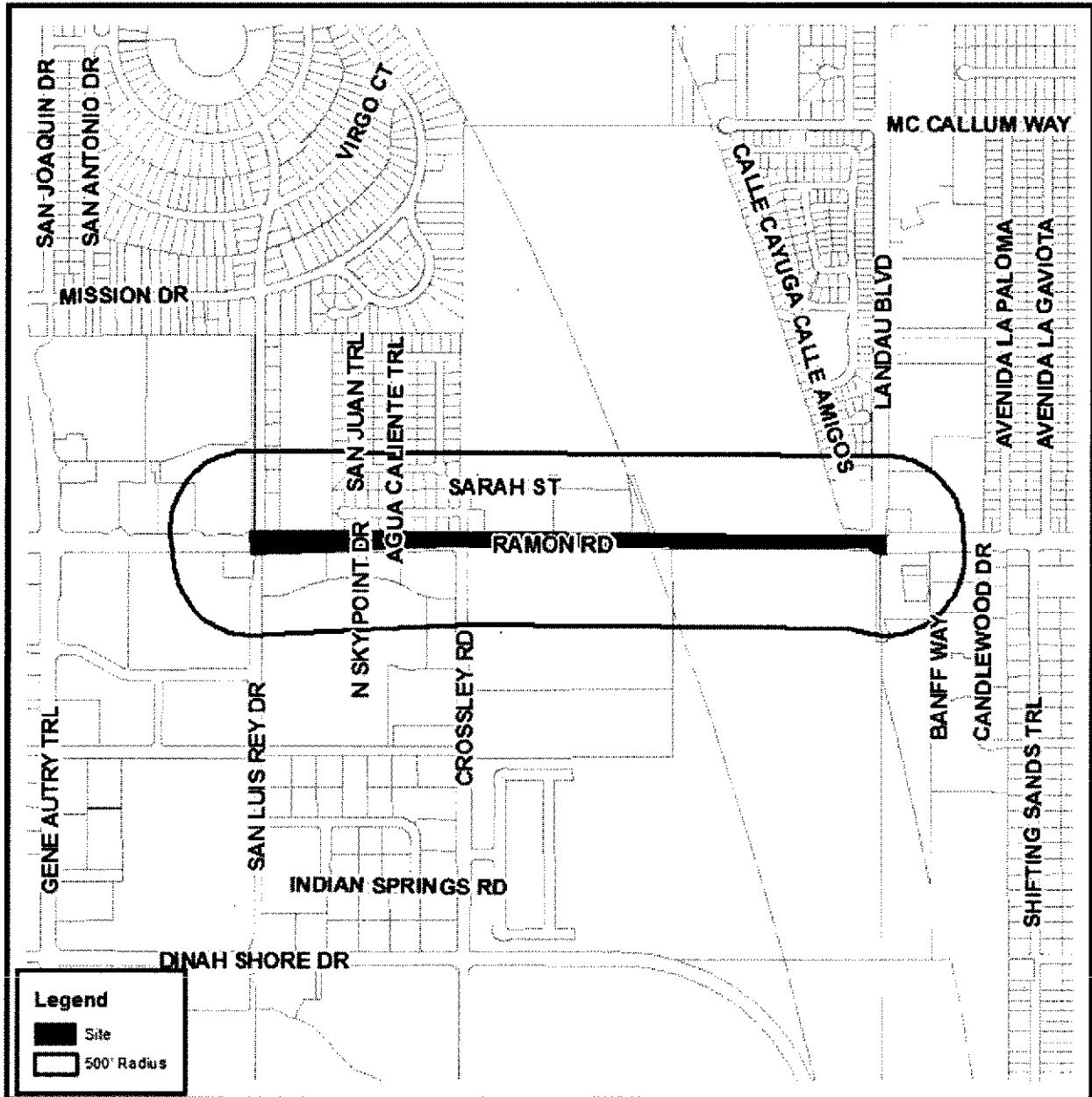
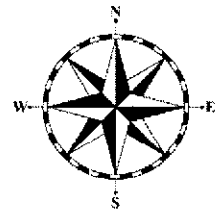
ATTACHMENTS:

1. Vicinity Map
2. Amendment No. 4
3. Cooperative Agreement with Cathedral City
4. Resolution No. 23544
5. Notice of Determination
6. NEPA Environmental Documents
7. Caltrans Funding Letter



ATTACHMENT 1



Department of Public Works and Engineering Vicinity Map



Legend

-  Site
-  500' Radius

CITY OF PALM SPRINGS

ATTACHMENT 2

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT NO. 6190
WITH CNS ENGINEERS, INC.
RAMON ROAD WIDENING – SAN LUIS REY DR. TO LANDAU BLVD.
INCLUDING WHITEWATER RIVER BRIDGE WIDENING
CITY PROJECT NO. 08-25, FEDERAL AID PROJECT NO. BHLS 5282 (040)**

THIS FOURTH AMENDMENT TO Agreement No. 6190 for professional engineering and consulting services, (herein "Amendment") made and entered into on the ___ day of _____, 2016, by and between CITY OF PALM SPRINGS, a California charter City and municipal corporation, (herein "City"), and CNS Engineers, Inc., (herein "Consultant"), is hereby amended as follows:

RECITALS

WHEREAS, City and Consultant entered into that Agreement No. 6190 to provide professional engineering and consulting services in the City of Palm Springs ("Agreement"), as dully amended from time to time;

WHEREAS, City requests Consultant to provide additional services for the Ramon Road Widening (San Luis Rey Drive to Landau Boulevard, including the Whitewater River Bridge Widening), City Project No. 08-25, Federal Project No. BRLO 5282 (040); and

WHEREAS, the parties wish to amend the Agreement to extend the contract, to secure a Right of Entry (ROE) to access the Agua Caliente Indian Tribal Lands through the Bureau of Indian Affairs (BIA) for geotechnical exploratory borings in the Whitewater River; provide field inspection for the emergency bridge expansion joint repair; provide additional coordination efforts with Southern California Edison (SCE) for utility relocation; and provide Right of Way Services as the projects moves into this phase as funding has been recently authorized by the California Department of Transportation (State); and

WHEREAS, the parties wish to amend the Agreement to modify the contract to increase costs for Tasks 1.1, 1.2, 2.2, 2.4 and 3.10 in Phase II for additional services in the PS&E phase and to add Phase III – Right of Way Services based upon latest cost estimate; and

NOW, THEREFORE, for good and sufficient consideration, the parties agree as follows:

Section 1. Section 1.1 "Scope of Services" of the Agreement is hereby amended by adding additional scope of work to Tasks 1.1, 1.2, 2.2, 2.4 and 3.10 in Phase II and add a new Phase III, Right of Way services with associated tasks, shown on Exhibit "A"

Section 2. – Section 2.1 is hereby revised to reflect an increased maximum contract amount of Three Million Thirty Thousand Two Hundred and Fifty-Four Dollars and Eighty-Five Cents (\$3,030,254.85).

Section 4. - Exhibit "C" Schedule of Compensation is hereby revised to increase costs for certain tasks in Phase II and incorporate Phase III – Right of Way (R/W) Phase tasks; see the attached Exhibit "C".

Purchase Order Number(s):	12-0716
Agreement Number:	6190
Original City Council Approval:	January 18, 2012
Original Contract Amount:	\$ 1,159,990.31
Amount of Previous Increase(s)	\$ 1,502,353.05
Amount of This Increase	\$ 367,911.49
Total:	\$ 3,030,254.85

Section 5. - Exhibit "D" Schedule of Performance –is hereby revised to incorporate Right of Way services into the schedule; see the attached Exhibit "D".

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Consultant have caused this Amendment No. 4 to be executed on this ____ day of _____, 2016. Except as specifically amended by this Amendment No. 4, all terms and provisions of Agreement No. 6190 shall remain in full force and effect.

CITY OF PALM SPRINGS, CALIFORNIA

**CONSULTANT
CNS Engineers, Inc.,
a California corporation**

By _____
David H. Ready
City Manager

By: _____
Signature (notarized)

ATTEST:

Name: _____

By _____
James Thompson
City Clerk

Title: _____

APPROVED AS TO FORM:

By _____
Douglas Holland
City Attorney

By: _____
Signature (notarized)

RECOMMENDED:

Name: _____

By _____
Marcus L. Fuller,
Assistant City Manager/City Engineer

Title: _____

EXHIBIT "A" **SCOPE OF WORK**

General Scope of Work – Consultant shall provide the City with final design and right of way services related to the Ramon Road Widening (San Luis Rey Drive to Landau Boulevard, including the Whitewater River Bridge Widening), (City Project #08-25), Federal Aid Project No. BHLS 5282(040) (hereinafter the "Project"). The intent of this project is to widen Ramon Road to its 6-lane divided arterial roadway cross-section, including widening of the existing Ramon Road Bridge (Bridge No. 56C-0287) and additional turning lanes at two key intersections. The preparation of the contract and right of way documents shall comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain project approvals from various regulatory agencies.

Technical Scope of Work

Phase II – Final Civil Engineering Design (Plans, Specifications and Estimates - PS&E)

Task 1: Project Management

Task 1.1 Project Administration and Project Controls

(Original Contract Scope)

Consultant' project administration shall be conducted to ensure timely progress reporting and billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. Internal project coordination meetings shall be conducted monthly through office meetings, conference calls and exchange of emails, to maintain good project communication.

Schedule Control: During the project development, Consultant shall ensure that the schedule adheres to all contractual requirements. The schedule will be constantly updated. Consultant shall work closely with the City for the delivery requirements.

Document Control: All in-coming and out-going design and correspondence materials shall be logged, and filed according to a project-specific document control system.

Accounting and Invoicing Procedures: Consultant shall follow general City and Caltrans accounting and billing requirements. All man-hours, direct and indirect costs shall be tracked.

Cost Control: Project costs shall be verified on a monthly basis. Cost-to-date, estimated actual percent completed, and estimated budget to complete by individual task at each invoicing period will be documented.

(Extra Work for AMD No. 4)

Consultant shall provide project administration related to securing a Right of Entry (ROE) to access the Agua Caliente Indian Tribal Lands through Bureau of Indian Affairs (BIA) in support of geotechnical exploratory borings in the Whitewater River; conducting

inspection of emergency bridge expansion joint repair; and obtaining relevant right of way documents in support of relocation of the impacted utility poles own by SCE. The consultant's effort shall include setting contractual supports and scheduling with sub-consultants who will be involved in the described extra work.

Deliverables: monthly invoices, progress reports, schedule updates and document logs

Task 1.2 Meetings and Coordination

(Original Contract Scope)

This task shall include general management and coordination among the City, Consultant Team, Caltrans, jurisdictional agencies, and other key stakeholders. Project meetings shall be conducted to maintain good project communication in purposeful and concise meetings. Project coordination shall be established by frequent progress review meetings or conference calls. Project Development Team (PDT) meetings in the City Hall or by conference calls shall be conducted.

A meeting agenda shall be prepared in advance. All action items listed in the meeting minutes shall be reviewed in every meeting. Other typical procedures including preparing monthly progress reports; establishing design criteria; posting project issues to all individuals; conducting biweekly progress review for all engineering plans and reports; mitigating all independent check and review comments; clearing communication lines to maintain the project schedule. Project Manager and appropriate key task leaders or engineers shall attend the meetings.

(Extra Work for AMD No. 4)

Consultant shall provide project coordination related to securing a Right of Entry (ROE) to access the Agua Caliente Indian Tribal Lands through Bureau of Indian Affairs (BIA) in support of geotechnical exploratory borings in the Whitewater River; conducting inspection of emergency bridge expansion joint repair; and obtaining relevant right of way documents in support of relocation of impacted utility poles own by SCE. The consultant's effort shall include coordinating with sub-consultants, the bridge contractor and permitting agencies who will be involved in the described extra work; reviewing the preliminary title reports and plotting recorded easements on the BIA parcels; clarifying BIA's questions and researching records to determine whether the existing bridge is on the public easement; preparing exhibits and attending various meetings with BIA to discuss the existing easements and the ROE requirements; drafting letters to landowners requested by BIA; coordinating with BIA and the Tribe to arrange cultural monitoring, cooperative agreement between the City and the Tribe, surety bond and rental fees; coordinating drilling schedule with several parties involving tribal cultural monitor, the drilling contractor, the design team, CVWD and RCFC&WCD.

Deliverables: meeting agendas, meeting minutes, and coordination memorandums

Task 2.2 Geotechnical Investigations and Design Reports

(Original Contract Scope)

(Existing Document Review)

Consultant shall review available geologic and geotechnical literature pertaining to the project site. Review published soil and geologic data in existing files and as available from appropriate public agencies. This shall include a review of literature prepared by the California Geological Survey, the U.S. Geological Survey, County of Riverside, Caltrans, City of Palm Springs and City of Cathedral City, and other government agencies. An aerial photograph analysis shall be performed to evaluate the site geomorphology, history of development, and presence of potential geologic hazards (i.e., fault lineaments, slope instability).

(Project Set-up)

As part of the project set-up, Consultant shall conduct the following:

- Perform a field reconnaissance to evaluate site conditions and mark the boring locations.
- Obtain no-fee permits from the City of Palm Springs and City of Cathedral City.
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling.
- Arrange for a hollow stem auger drill rig.

(Field Investigation)

Consultant understands Ramon Road is a busy street, so drilling within the street during normal hours may not be possible. Consultant has included provisions within their scope and cost to conduct their field investigation over the weekend.

Consultant's field investigation shall consist of coring the bridge deck and drilling exploratory borings.

(Bridge Deck Core Samples)

Three (1 to 2 inches) core samples will be collected from the bridge deck to determine the bonding condition between the precast and cast-in-place layers of the concrete. Traffic control shall be required during the coring operation.

(Borings)

The purpose of the borings shall be to:

- Obtain subsurface information within the channel bottom and on the streets.
- Obtain undisturbed and bulk samples of the various soil types for geotechnical laboratory testing.

Their field exploration plan is presented in the table below:

Location	Number of Borings / Depth
Bridge Abutments	4/70' (each)

Channel Bottom	4/50' (each)
Ramon Road	4/10' (each)
Landau Boulevard	2/10' (each)
Wet Well	1/50'
Total	15/590'

Borings shall be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem auger for soils sampling. Soils shall be continuously logged and classified by a geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials shall be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler shall be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling thirty (30) inches. The number of successive drops of the driving weight ("blows") required for each 6.0 inches of penetration shall be shown on the boring log. The soil shall be retained in brass rings (2.4 inches in diameter and 1.0 inch in height). The central portion of the sample shall be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Representative bulk samples shall be collected from the borings.

The borings shall be backfilled loose with soil cutting. As a result, the surface may settle over time. If construction is delayed, Consultant recommends the owner monitor the boring site and backfill any settlement or depression that might occur, or provide protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

(Laboratory Testing)

Soil samples obtained in the subsurface exploration shall be transported to Consultant's geotechnical laboratory. Geotechnical testing may include the following:

(Seismic Hazard Assessment)

A geologic/seismic hazard evaluation shall be conducted for this project. This will include evaluations of the potential for surface fault rupture, seismic-induced ground deformation or settlement related to liquefaction, seismic compaction, lurching or lateral spreading.

(Reports)

Data obtained from the documents review, field investigation, and laboratory testing will be evaluated and draft reports including Geotechnical / Material Report and Bridge Foundation Report prepared in accordance with Caltrans Standards will be issued for review and comments.

(Extra Work for AMD No. 4)

Consultant shall provide project coordination related to securing a Right of Entry (ROE) to access the Agua Caliente Indian Tribal Lands through Bureau of Indian Affairs (BIA) in support of geotechnical exploratory borings in the Whitewater River. The Consultant shall obtain encroachment permits from CVWD and RCFC&WCD, provide BIA with an exhibit showing geotechnical boring location for approval, and shall coordinate with the drilling contractor to accommodate the inspection schedule of the cultural monitor assigned by the Tribe.

Deliverables: a Geotechnical / Material Report, a Bridge Foundation Report

Task 2.4 Utility Relocation Coordination

(Original Contract Scope)

Consultant's goal of Right-of-Way Utility Coordination is to determine who has prior rights and identify potential moves and time frames. Critical during this early phase is the conducting of utility identification and the coordination, communication and continued involvement with design engineers, utility companies and utility relocation contractors. Consultant's Utility Relocation Manager shall prepare a Utility Matrix identifying utility owners, descriptions of facilities, dispositions (i.e. protect, relocate, abandon) and verification of facilities by researching utility records and as-built plans; prepare utility conflict matrix to identify all potential conflicts and develop a plan of action and tentative schedule; perform joint field reviews, review permit records and license agreements; verify facilities from each owner which has facilities in the project alignment area. It is assumed that no more than seven utilities may be affected by the project.

Consultant's Utility Relocation Coordination includes:

- Obtain as-built plans, data from the design consultant, and other resources.
- Review the project and utility plans.
- Conduct interviews with design team.
- Determine utility relocation and easement requirements.
- Identify and interview all utility owners, and confirm their facilities within the project area.
- Coordinate with project engineer, local agency and utility owners.
- Review utility owner's designs, prepare utility agreements and notices to owners.
- Determine advance utility alternatives, perform site verifications.

(Extra Work for AMD No. 4)

The Consultant shall independently secure right-of-way documents to determine the prior right for the impacted utility poles own by SCE. The Consultant shall provide continuous effort in spite of SCE's reluctance of providing necessary information needed for the design team to move forward with the Report of Investigation and to draft a Utility Agreement addressing any advance funds for SCE's engineering work.

Deliverables: Utility As-Built Plans, Utility Relocation Plans and Utility Conflict Matrix

Task 3.10 65% Unchecked Structure Plans

(Original Contract Scope)

Engineering conclusions for the preferred alternative identified in the final bridge type selection report shall be carried into the final design phase. The final bridge design shall be based on Caltrans-amended AASHTO LRFD Bridge Design Specifications, various Caltrans Bridge Design and Detail Manuals, and the Seismic Design Criteria (SDC). The structure plans shall include a plexiglass soundwall around the outdoor sitting patio area associated with the Villa Bakery Mexican Food Restaurant located at the northwest corner of the intersection of Ramon Road and Crossley Road for sound mitigation.

(Extra Work for AMD No. 4)

The Consultant shall review contractor's submittals and conduct field inspection for the emergency repair work at the bridge expansion joints at three piers. With City Project Manager's prior approval, the Consultant shall direct the contractor to correct deficient work. The Consultant shall prepare a final inspection report documenting inspection logs and the recommendation for denial or acceptance of the repair work.

Deliverables: 65% unchecked structure plans

Phase 3 – Right-of-Way

Task 1: Right-of-Way Services

Task 1.1, Legal Descriptions and Plats

Consultant shall provide Legal Descriptions and Plats consisting of the following:

- a. Using updated prelim reports and easement documents provided by right-of-way consultant, Consultant's surveyor shall review and verify parcel and right-of-way data for the affected parcels.
- b. Prepare dimensioned exhibits of the proposed right-of-way takes, temporary construction easements, and slope easements. Provide to right-of-way consultant for their right-of-way negotiations.
- c. Edit parcel configurations as needed until agreement is reached with parcel owners.
- d. Prepare legal descriptions for each proposed right-of-way and easement.
- e. Submit updated set of legal descriptions and exhibits to right-of-way consultant for review and comments.
- f. Once negotiations are finalized, produce signed and stamped originals for right-of-way consultant to attach to the executed right-of-way and easement documents.

Deliverables: Updated R/W Constraints map and legal descriptions with exhibits for up to 48 total right-of-way or easements.

Task 1.2, Right-of-Way Appraisals, Negotiation and Acquisition

It is right-of-way consultant's privileged responsibility to represent the City in the most professional and respectful manner. Right-of-way consultant's project manager shall work closely with the design team and the City to review project assignments and establish lines of communication, procedures and protocols and shall work to keep the team on track to reach goals. To track and manage on-going right-of-way project tasks and budget, the right-of-way project manager will:

- Oversee all activities performed under the right-of-way contract.
- Coordinate with any federal and state oversight agencies as directed by the City.
- Ensure that all consultants have appropriate licenses for the scope of work.
- Coordinate team, sub-consultant and city meetings.
- Prepare and maintain a detailed project schedule and provide progress reports.
- Coordinate with all stakeholders.
- Maintain project files.
- Develop and maintain a quality assurance/quality control plan.
- Acquire Right of Entry Letters for geotech vehicles to access the channel in order perform the boring work.

(Appraisals)

Appraisal services to be provided include:

- Oversight of the appraisal process. Appraisals for each proposed property acquisition are required as an element for the determination of Just Compensation. Appraisals for the estimates of value for proposed property acquisitions must meet the current Uniform Standards of Professional Appraisal Practice (USPAP) requirements.
- Submit a "Notice of Intent to Appraise" to all property owners expected to have their properties partially acquired. Appraisers will send introductory letters indicating when the appraiser expects to contact the owner for an appointment to perform the appraisal. When summary appraisal reports are completed and before they are accepted, they are reviewed for accuracy, and regulatory compliance. Right-of-way consultant shall coordinate approval of the Just Compensation prior to preparing the offer packages.

Appraisal Review services to be provided include:

- Before acceptance and approval of the property appraisals, an independent appraisal review is made. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and

complies with regulatory codes. A recommendation of Just Compensation is then made based on the reviewed, collected, assembled, correlated and analyzed data.

Deliverables: Appraisals Reports for proposed properties, Review Appraisals Reports for proposed properties

Task Assumptions: Assumes no more than 26 appraisals and 26 appraisal reviews will be provided.

(Right-of-Way Negotiation and Acquisition)

Title Services to be provided include:

- Obtaining and reviewing title reports to verify ownership and identify any easements or encumbrances. One report will be obtained for contiguous parcels with the same owner when possible. Updated preliminary title reports will be obtained as needed.
- Right-of-way consultant shall perform title clearance by resolving problems relating to unusual circumstances with regards to title or ownership, addressing exceptions pertaining to property such as mortgage liens, restrictions, easements and rights-of-way. Right-of-way consultant shall work with the title company to obtain lender subordination when needed and shall obtain a final title policy at the close of escrow.

Acquisition services to be provided include:

- Villa Bakery is a candidate for a Plexiglas soundwall along their patio as called out in the project's environmental noise report. This proposal includes coordinating with Villa Bakery for the soundwall.
- Prepare Offer Packages and deliver to owners.
- Negotiate with the property owners (or their appointed representatives) for the purchase of the required property rights. Right-of-way consultant shall present First Written Offers to each owner. All First Written Offers will include Appraisal Summary Statements.
- Three impacted parcels show US 680/BIA as the owner. This proposal includes acquisition services for one (1) Indian allottee for each of the three BIA parcels.
- Present property owners with material relevant to value determination. Property owners will be given reasonable time to consider an offer within the confines of the project schedule. Right-of-way consultant shall continue negotiations with the property owners until every effort has been expended and it appears that the only remaining method of acquisition is through legal proceedings.
- Prepare all acquisition agreements and other documents necessary to complete the acquisition in a form provided by the City.
- Provide needed information to City staff for preparation of agenda items and public hearing notices, as necessary for approval of acquisition terms.

- Maintain a diary of all pertinent information and contacts concerning the project parcels.
- Provide a written summary of the status of the acquisition of each parcel on a monthly basis and/or upon request of City staff.
- Once an agreement has been reached, obtain the owner's signature, notarized when necessary, and confirmation of owner's capacity to sign the agreements.
- Promptly transmit all executed documents on successfully negotiated parcels to City for acceptance.

Escrow/Closing services to be provided include:

During the escrow period, right-of-way consultant shall work to ensure that the property can be conveyed to the City without any unacceptable liens or encumbrances.

- Obtain property owner signature on agreement(s) and other necessary documents.
- Obtain City's signature on Certificates of Acceptance.
- Open escrow and coordinate escrow requirements with property owner.
- Provide draft escrow instructions for City approval.
- Coordinate payment between the Grantor, City and the Escrow Company.
- Review Title Reports for liens, CCR's and other encumbrances.
- Obtain all necessary documentation to convey title.
- Review closing statements and submit to City for approval; close escrow.

Relocation Assistance:

Apart from the people affected by relocation activities, appropriate notices are one of the most important parts of a relocation program. Providing notices to affected party(s) in a timely manner can save the agency money and protect the affected party(s) from unnecessary hardships. Right-of-way consultant's relocation agent will make contact with the displaced person or business as soon as possible, thereby establishing a clear line of communication conducive for seamless relocations. Right-of-way consultant shall create a Relocation Plan if needed, present possession notices and relocation benefits to tenants and owners, order and review FF&E appraisals, assist displacees in their relocation and process relocation forms and deliver to the City for payment. Right-of-way consultant shall arrange for non-English-speaking persons affected by the project to have assistance in understanding the project. For this project relocation of signage for three businesses is anticipated for a gas station, storage facility and bowling alley. Also relocation services for one billboard on the north side of Ramon Road east of Whitewater River are included in this proposal.

(Caltrans Right-of-Way Certification)

Right-of-way consultant shall obtain right-of-way certification which documents that real property interests have been secured and that all right-of-way activities were conducted in accordance with the applicable Caltrans policies and procedures.

During this process, right-of-way consultant shall assist in the preparation of the submittal package that will include the certification form and compilation of the necessary backup documents. This would generally include deeds, resolutions of necessity, final orders of condemnation, access agreements, cooperative agreements, utility relocation plan documentation and permits among other documents.

(Eminent Domain Support)

While it is right-of-way consultant's ultimate goal to negotiate a fair settlement between the City and the property owner, sometimes it is necessary to resolve valuation or design differences in court. If negotiations are unsuccessful, agents will prepare summary memos outlining efforts made and the reason(s) for impasse. Right-of-way consultant can send an impasse letter to the property owner(s) and begin eminent domain support tasks, working with the City's attorney and the City. Each contact would be documented (including the date, place and names) and maintained in the parcel file throughout the negotiation process. This proposal assumes four acquisitions will require eminent domain support and litigation guarantees.

Deliverables: Title Reports, Litigation Guarantees, Offer Packets, Escrow documents for voluntary acquisitions, Right-of-Way Certification approval

Task Assumptions:

- Assumes 26 properties will be acquired.
- Assumes 26 preliminary title reports will be obtained.
- Assumes 4 litigation guarantees will be obtained.
- Assumes no more than one (1) Indian allottee per BIA parcel.
- Plat maps and legal descriptions will be provided in Task 5.1.
- No Phase II Site Assessments are required.
- Assumes acquisition services to be completed within one year from receipt of the Notice to Proceed.
- Assumes one (1) right-of-way certification.
- Relocation assumes three outdoor advertising signs and one billboard.
- Assumes four owners will require Eminent Domain support.
- Deposition, court testimony, expert witness and fees for valuation appraisals are additional, to be compensated on a time and materials basis.

END OF EXHIBIT "A"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Tasks listed below are identical to tasks identified in Exhibit A of this Agreement. Payments to Contractor shall be made no more frequently than monthly, and shall be based on lump sum costs per task item of work as indicated herein. Lump sum payments shall be made to Contractor based upon completion of tasks, or pro-rata portions thereof noted below, to a maximum of 75% of the lump sum task item fee until completion of such task item as determined by the Contract Officer. Each request for payment shall contain Contractor's statement of the work or tasks completed or portion performed, with supporting documentation. The determination of payment due shall be made based upon the reasonable judgment of the Contract Officer.

	<u>Task Total Lump Sum</u>
Phase 1 – Project Approval and Environmental Document (PA&ED)	
Task 1 – Project Management	
Task 1.1, Project Administration and Project Controls	\$ 114,434.93
Task 1.2, Meetings and Coordination	\$ 94,801.88
Task 1.3, Quality Assurance and Quality Control	\$ 34,754.94
Task 1.4, Local Assistance Funding/Programming Supports	\$ 21,333.20
Task 2 – Preliminary Engineering	
Task 2.1, Data Collection and Research	\$ 18,913.72
Task 2.2, Field Review and Site Assessment	\$ 9,354.20
Task 2.3, Surveying and Aerial Topographic Mapping	\$ 34,617.46
Task 2.4, Right of Way Research and Base Mapping	\$ 25,513.06
Task 2.5, Utility Research, Notification and Mapping	\$ 13,776.37
Task 2.6, Traffic Study	\$ 44,080.75
Task 2.7, Preliminary Roadway/Bridge Foundation Report	\$ 29,612.51
Task 2.8, Roadway Alternatives Study and Geometric Approval Drawings	\$ 88,094.54
Task 2.9, Preliminary Right of Way Study and Cost Estimates	\$ 30,585.21
Task 2.10, Bridge Aesthetics and Approach Landscape Modification Study	\$ 50,425.18
Task 2.11, Preliminary Street Lighting Study	\$ 4,695.82
Task 2.12, Roadway Drainage Study	\$ 7,548.71
Task 2.13, Floodplain Study, Bridge Hydraulics and Sediment Transport Analyses	\$ 45,355.12
Task 2.14, Preliminary Channel Improvement Plans	\$ 10,936.07
Task 2.15, Conditional Letter of Map Revision (CLOMR)	\$ 10,592.08
Task 2.16, Bridge Type Selection Study	\$ 88,959.68
Task 2.17, Preliminary Cost Estimates	\$ 17,279.81
Task 2.18, Project Report (Equivalent)	\$ 41,191.36
Task 2.19, Value Analysis Study	\$ 19,861.67

Exhibit "C" Continues on Next Page

EXHIBIT "C"
SCHEDULE OF COMPENSATION

	<u>Task Total</u> <u>Lump Sum</u>
Task 3 – Environmental Document (CEQA/NEPA)	
Task 3.1, Public Scope, Commission & Council Meetings	\$ 4,639.62
Task 3.2, Preliminary Environmental Study (PES)	\$ 6,721.70
Task 3.3, Noise Study	\$ 32,437.36
Task 3.4, Air Quality Study	\$ 17,121.22
Task 3.5, Phase 1 Initial Site Assessment and ADL Surveys	\$ 15,129.12
Task 3.6, Water Quality Assessment Report and Preliminary SWPPP	\$ 18,693.84
Task 3.7, Location Hydraulic Study & Summary Floodplain Encroachment Report	\$ 8,029.35
Task 3.8, Biological Resources Study (NES and BA)	\$ 23,377.36
Task 3.9, Wetland and Jurisdictional Delineation and Assessment	\$ 5,762.43
Task 3.10, Visual Impact Assessment	\$ 25,772.25
Task 3.11, Community Impact Assessment	\$ 6,563.22
Task 3.12, Cultural Resources Study (APE/HPSR/ASR)	\$ 14,262.43
Task 3.13, Draft NEPA Environmental Assessment	\$ 25,930.48
Task 3.14, Draft CEQA Initial Study/Mitigated Negative Declaration	\$ 10,191.85
Task 3.15, Bureau of Indian Affairs Consultation & NEPA/Section 106 Clearance	\$ 4,907.39
Task 3.16 Circulate Draft Environmental Document & Respond Comments	\$ 2,295.22
Task 3.17 Final Environmental Document (MND/FONSI)	\$ 3,388.18
Task 3.18, File Notice of Determination (CEQA)	\$ 655.78
Task 3.19, Publish Notice in Federal Register	\$ 1,136.68
Task 3.20, USACE Section 404 Permit and NEPA Clearance / USEPA & SWRCB Section 401 Water Quality Certification	\$ 33,141.31
Task 3.21, CDFG 1602 Streambed Alteration Agreement	\$ 7,257.25
Reimbursable Expenses	\$ 35,858.00
Phase I Sub-Total	\$1,159,990.31

Exhibit "C" Continues on Next Page

EXHIBIT "C"
SCHEDULE OF COMPENSATION

	<u>Task Total Lump Sum</u>
Phase II – Plans, Specifications and Estimate (PS&E) Phase	
Task 1 – Project Management	
Task 1.1, Project Administration and Project Controls	\$ 105,983.61
Task 1.2, Meetings and Coordination	\$ 107,000.79
Task 1.3, Quality Assurance and Quality Control	\$ 37,087.81
Task 1.4, Local Assistance Supports	\$ 16,149.63
Task 2 – Final Design Reports and Studies	
Task 2.1, Utility Potholing	\$ 29,470.26
Task 2.2, Geotechnical Investigations and Design Reports	\$ 39,770.50
Task 2.3, Update SWPPP	\$ 6,080.52
Task 2.4, Utility Relocation Coordination	\$ 68,867.86
Task 2.5, Update Drainage Report	\$ 6,564.10
Task 2.6, Update Topographic Field Survey	\$ 66,192.23
Task 3 – Plans, Specifications and Estimate (PS&E)	
Civil Roadway PS&E	
Task 3.1, 65% Roadway Plans	\$ 101,905.67
Task 3.2, 65% Storm Drain Plans and Erosion Control Plans	\$ 39,475.47
Task 3.3, 65% Channel Improvements Plans	\$ 30,166.76
Task 3.4, 65% Landscaping Plans	\$ 21,777.72
Task 3.5, 65% Traffic Control Plans	\$ 25,388.06
Task 3.6, 65% Signing and Striping Plans	\$ 17,758.96
Task 3.7, 65% Traffic Signal Improvement Plans	\$ 16,211.41
Task 3.8, 65% Bridge Mounted Lighting Plans	\$ 6,583.34
Task 3.9, 95% Civil Roadway PS&E	\$ 133,374.04
Structure PS&E	
Task 3.10, 65% Unchecked Structure Plans	\$ 280,459.64
Task 3.11, Bridge Design Independent Check	\$ 89,345.23
Task 3.12, 95% Structure PS&E	\$ 94,295.16
Task 3.13, Final 100% Design PS&E & Contract Bid Documents	\$ 168,722.07
Task 4 Environmental Permitting	
Task 4.1, Habitat Mitigation and Monitoring Plan	\$ 12,977.47
Task 4.2, CEQA Exemption & NEPA Caltrans Revalidation	\$ 9,679.80
Reimbursable Expenses	\$ 37,910.00
Phase II Sub-Total	\$1,569,198.11

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Phase III – Right of Way Phase

Task 1 Right of Way Services

Task 1.1, Legal Descriptions and Plats	\$ 85,172.75
Task 1.2, Right-of-Way Appraisals, Acquisition and Certification	\$ 215,893.68

Phase III Sub-Total **\$ 301,066.43**

Grand Total **\$3,030,254.85**

END OF EXHIBIT "C"

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

City and Consultant hereby mutually agree that the nature of the scope of services associated with this Contract, and the requirement to coordinate and obtain approvals by other agencies, including but not limited to, Caltrans and FHWA, may cause the term of this contract to exceed initial project schedule estimates. The term of this contract shall automatically extend until such time as required approvals are obtained and all services identified in Exhibit "A" are completed.

The schedule shall be adjusted accordingly to revise the project notice to proceed (NTP) date of October 3, 2011, as indicated in the originally submitted proposal, to the actual NTP date indicated in the City's letter to Consultant following approval of this agreement by the City Council.

For Phase II & III Services, which include Right of Way services, the Consultant's schedule of performance shall comply with the schedule shown on the following page.

City of Palm Springs and City of Cathedral City - Ramon Road Widening
Phase 2 - Engineering Design (Plans, Specifications & Estimate [PS&E])



Project: Ramon Road Widening, PS&E
Date: 4/18/2016
CNS Engineers, Inc.

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

Mon 8/22/16

ATTACHMENT 3

**AGREEMENT
BY AND BETWEEN
CITY OF PALM SPRINGS
AND
CITY OF CATHEDRAL CITY
FOR
FUNDING THE LOCAL SHARE OF THE
PRELIMINARY ENGINEERING, RIGHT OF WAY, AND CONSTRUCTION PHASE
OF THE WIDENING OF THE RAMON ROAD BRIDGE OVER THE WHITEWATER
RIVER CHANNEL AND ASSOCIATED STREET IMPROVEMENTS**

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__, ("Effective Date"), by and between the City of Palm Springs, a charter city located in the State of California ("CPS"), and the City of Cathedral City, a municipal corporation located in the State of California ("CCC") for the funding of the local share of the Preliminary Engineering (PE), Right of Way (RW), and Construction (CON) Phase of the widening of the Ramon Road Bridge over the Whitewater River Channel and associated street improvements ("Project").

RECITALS

WHEREAS, CPS and CCC share a common jurisdictional boundary between the two cities along the centerline of Ramon Road between San Luis Rey Drive and Landau Boulevard; and

WHEREAS, CPS and CCC previously entered into a cooperative agreement on the preparation of a Project Study Report ("PSR") on the Project; and

WHEREAS, on behalf of both cities, CPS acting as lead Agency, submitted the PSR to the California Department of Transportation ("Caltrans") to request federal Highway Bridge Program ("HBP") funding for the Project; and

WHEREAS, Caltrans approved the request for HBP funding for the Project, and has listed the Project in the 2011 Federal Transportation Improvement Program ("FTIP"); and

WHEREAS, the 2011 FTIP has programmed a total of \$35,998,000 for all phases of the Project with \$25,236,000 of federal HBP funds and \$10,762,000 of local funds; and

WHEREAS, CPS and CCC have entered into a separate agreement with the Coachella Valley Association of Governments ("CVAG") for Regional Measure A funding for the Project; and

WHEREAS, pursuant to the agreement with CVAG, CVAG has agreed to provide Regional Measure A funds for 75% of the unfunded local portion of qualified Project costs, with CPS and CCC responsible for 25% of the unfunded local portion of qualified Project costs (or "Local Share"); and

WHEREAS, the cost estimate has been updated as per the Project Cost Estimate Funding Source Breakdown, shown as Exhibit A. has been revised to quantify appropriate fair shares percentages by the various phases as determined by actual quantities, right of way and construction cost based upon jurisdiction; and

WHEREAS, CPS and CCC previously entered into a cooperative agreement on the funding reimbursement of the project for the PE phase in the amount of \$114,375 representing 50% of the local split between CPS and CCC for the Project; and

WHEREAS, CPS has received authorization from Caltrans to proceed with the PE and RW Phase of the Project, and Caltrans has obligated the federal HBP funds for the PE and RW Phase; and

WHEREAS, the Local Share of PE Phase, RW Phase and CON Phase costs, will be shared by CPS and CCC and distributed according to Exhibit A; and

NOW, THEREFORE, in consideration of the mutual covenants, obligations and subject to the conditions contained herein, the parties hereto agree as follows:

Section 1. Incorporation of Recitals.

All of the above Recitals are true and correct and incorporated herein by this reference to the same extent as though set forth in full.

Section 2. Obligations.

- a. CCC agrees to pay to CPS the Local Share of PE, RW, and CON Phase costs as those costs are incurred within 30 days of receipt of invoice from CPS including appropriate documentation showing total PE Phase costs incurred less federal HBP funds and CVAG Regional Measure A funds applied.
- b. CPS shall invoice CCC not more frequently than quarterly.
- c. CCC's obligation for its Local Share of each phase of costs shall be \$134,936 for the PE Phase; \$334,663 for the RW Phase; and \$1,210,657 for the CON Phase according to Exhibit A.
- d. CCC's maximum obligation for its Local Share of all Phase costs shall not exceed \$1,680,257.
- e. In the event a contribution may be made by the Agua Caliente Band of Cahuilla Indians ("ACBCI") with its Tribal Transportation Program ("TPP"), previously known as the Indian Reservation Roads ("IRR") funds towards the Project, this Agreement shall be amended by the parties to reflect the overall reduction in the Local Share costs of the Project, and the resulting equitable shares equitably owed by CPS and CCC.
- f. Obligations for funding the may exceed current estimates shall be the subject of an amendment to the current funding agreement with CPS and CCC.

Section 3. Notice.

- a. Any notice, demand, or request either party desires, or is required to give to the other party, or to any other person, shall be in writing and shall be served either personally or sent by first class mail, postage pre-paid, to the following addresses:

City of Cathedral City
68-700 Ave. Lalo Guerrero
Cathedral City, CA 92234
Attn: City Manager

City of Palm Springs
P.O. Box 2743
Palm Springs, CA 92263
Attn: City Manager

b. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated at the time personally delivered or after seventy two (72) hours from the time of depositing in the U.S. mail, if mailed as provided in this section.

Section 4. Integration.

This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

Section 5. Interpretation.

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 6. Waiver.

No waiver shall be binding, unless executed in writing by the party making the waiver, and no waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 7. Severability.

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 8. Governing Law.

The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties under this Agreement shall be construed pursuant to and in accordance with California law.

Section 9. Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more such rights or remedies shall not preclude the exercise by

it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 10. Venue.

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 11. Successors in Interest.

This Agreement is and will be binding upon and will inure to the benefit of the parties and their legal successors and assigns.

Section 12. Amendments.

This Agreement may be supplemented, amended or modified only by the written agreement of the parties. No supplement, amendment or modification will be binding unless it is in writing and signed by both parties.

Section 13. Counterparts.

This Agreement may be executed in counterparts and shall be deemed to be executed on the last date any such counterpart is executed.

Section 14. Authority to Enter Agreement.

Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

Section 15. Captions and Headings.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

* * * SIGNATURES ON NEXT PAGE * * *

IN WITNESS WHEREOF, this Agreement has been duly executed by the respective parties hereto by their duly authorized officers as of the date hereinabove first written.

“CCC”

“CPS”

CITY OF CATHEDRAL CITY
A CALIFORNIA MUNICIPAL CORPORATION

CITY OF PALM SPRINGS
A CALIFORNIA CHARTER CITY

CHARLES P. MCCLENDON, City Manager

DAVID H. READY, City Manager

ATTEST:

ATTEST:

GARY F. HOWELL, City Clerk

JAMES THOMPSON, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ERIC S. VAIL, City Attorney

DOUGLAS C. HOLLAND, City Attorney

EXHIBIT A



Project Limits

See Cost Breakdown next page

RAMON ROAD WIDENING
San Luis Rey Drive to Landau Boulevard
Including the Whitewater River Bridge
PROJECT COST ESTIMATE SUMMARY
Identifying Work within each City

Item Description	Segment A1 Non-HBP Participating San Luis Rey to 200 ft west of westerly bridge abutment			Segment B HBP Participating 200 ft west of westerly bridge abutment to east side of Landau Blvd			Segment A2 Non-HBP Participating East side of Landau Blvd to Candlewood Dr including south Landau Blvd			TOTAL
	Total Project (Both Cities Combined)	Improvements in Palm Springs Only	Improvements in Cathedral City Only	Total Project (Both Cities Combined)	Improvements in Palm Springs Only	Improvements in Cathedral City Only	Total Project (Both Cities Combined)	Improvements in Palm Springs Only	Improvements in Cathedral City Only	
ROADWAY										
Demolition	\$545,430.00	\$252,476.25	\$292,953.75	\$119,859.25	\$59,929.63	\$59,929.63	\$322,270.75	\$6,300.00	\$315,970.75	\$987,560.00
Dust, Erosion, Stormwater Control	\$23,000.00	\$9,890.00	\$13,110.00	\$153,000.00	\$76,500.00	\$76,500.00	\$9,900.00	\$1,386.00	\$8,514.00	\$185,900.00
Traffic Signal Improvements	\$500,000.00	\$175,000.00	\$325,000.00	\$350,000.00	\$175,000.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$850,000.00
Pavement Delineation	\$20,000.00	\$10,000.00	\$10,000.00	\$17,750.00	\$8,875.00	\$8,875.00	\$7,640.00	\$1,069.60	\$6,570.40	\$45,390.00
Street Widening Improvements	\$1,198,947.80	\$404,575.05	\$794,372.75	\$650,937.95	\$316,368.98	\$334,568.98	\$644,208.05	\$19,490.50	\$604,717.55	\$2,494,093.80
Roadway Subtotal Rounded	\$2,287,400.00	\$851,900.00	\$1,435,400.00	\$1,291,500.00	\$636,700.00	\$654,900.00	\$984,000.00	\$48,200.00	\$935,800.00	\$4,562,900.00
TRAFFIC CONTROL - STAGE CONSTRUCTION	\$57,000.00	\$28,500.00	\$28,500.00	\$81,000.00	\$40,500.00	\$40,500.00	\$42,000.00	\$0.00	\$42,000.00	\$180,000.00
CHANNEL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$2,498,500.00	\$1,249,250.00	\$1,249,250.00	\$0.00	\$0.00	\$0.00	\$2,498,500.00
BRIDGE CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$12,600,000.00	\$7,182,000.00	\$5,418,000.00	\$0.00	\$0.00	\$0.00	\$12,600,000.00
10% MOBILIZATION	\$260,500.00	\$97,800.00	\$162,700.00	\$1,830,100.00	\$1,012,100.00	\$818,100.00	\$114,000.00	\$5,400.00	\$108,600.00	\$2,204,600.00
SUBTOTAL CONSTRUCTION COST	\$2,604,900.00	\$978,200.00	\$1,626,600.00	\$18,301,100.00	\$10,120,550.00	\$8,180,750.00	\$1,140,000.00	\$53,600.00	\$1,086,400.00	\$22,046,000.00
CONTINGENCIES										
20% of Subtotal Construction Cost	\$520,980.00	\$195,640.00	\$325,320.00	\$3,660,220.00	\$2,024,110.00	\$1,636,110.00	\$228,000.00	\$10,720.00	\$217,280.00	\$4,409,200.00
CONSTRUCTION ENGINEERING										
13% of Subtotal Construction Cost	\$338,637.00	\$127,166.00	\$211,458.00	\$2,379,143.00	\$1,315,671.50	\$1,063,497.50	\$148,200.00	\$6,968.00	\$141,232.00	\$2,865,980.00
TOTAL CONSTRUCTION COST	\$3,464,517.00	\$1,301,006.00	\$2,163,378.00	\$24,340,463.00	\$13,460,331.50	\$10,880,357.50	\$1,516,200.00	\$71,288.00	\$1,444,912.00	\$29,321,180.00
Total Cost Rounded	\$3,465,000.00	\$1,301,000.00	\$2,163,000.00	\$24,340,000.00	\$13,460,000.00	\$10,880,000.00	\$1,516,000.00	\$71,000.00	\$1,445,000.00	\$29,321,000.00
		38%	62%		55%	45%		5%	95%	
PRELIMINARY ENGINEERING										
15% of Subtotal Construction Cost	\$383,050.55	\$143,844.31	\$239,206.24	\$2,692,091.81	\$1,480,650.50	\$1,211,441.31	\$167,637.00	\$8,381.85	\$159,255.15	\$3,242,779.36
ENVIRONMENTAL MITIGATION	\$0.00	\$0.00	\$0.00	\$78,488.00	\$39,244.00	\$39,244.00	\$0.00	\$0.00	\$0.00	\$78,488.00
TOTAL PRELIMINARY ENGINEERING COST	\$383,050.55	\$143,844.31	\$239,206.24	\$2,770,579.81	\$1,519,894.50	\$1,250,685.31	\$167,637.00	\$8,381.85	\$159,255.15	\$3,321,267.36
Total Cost Rounded	\$383,000.00	\$144,000.00	\$239,000.00	\$2,771,000.00	\$1,520,000.00	\$1,251,000.00	\$168,000.00	\$8,000.00	\$159,000.00	\$3,321,000.00
		38%	62%		55%	45%		5%	95%	
RIGHT OF WAY w/ contingency										
Acquisitions, TCE's, Improvements	\$712,598.00	\$648,464.18	\$64,133.82	\$964,361.00	\$530,398.55	\$433,962.45	\$495,650.00	\$0.00	\$495,650.00	\$2,172,609.00
Right of Way Services	\$274,790.00	\$32,974.80	\$241,815.20	\$199,639.00	\$83,848.38	\$115,790.62	\$125,933.00	\$0.00	\$125,933.00	\$600,362.00
Right of Way Total	\$987,388.00	\$681,438.98	\$305,949.02	\$1,164,000.00	\$614,246.93	\$549,753.07	\$621,583.00	\$0.00	\$621,583.00	\$2,772,971.00
UTILITY RELOCATION	\$296,000.00	\$8,000.00	\$288,000.00	\$231,000.00	\$228,000.00	\$3,000.00	\$56,000.00	\$0.00	\$56,000.00	\$583,000.00
TOTAL RIGHT OF WAY COST	\$1,283,388.00	\$689,438.98	\$593,949.02	\$1,395,000.00	\$842,246.93	\$552,753.07	\$677,583.00	\$0.00	\$677,583.00	\$3,355,971.00
Total Cost Rounded	\$1,283,000.00	\$689,000.00	\$594,000.00	\$1,395,000.00	\$842,000.00	\$553,000.00	\$678,000.00	\$0.00	\$678,000.00	\$3,356,000.00
		54%	46%		60%	40%		0%	100%	
TOTAL PROJECT COST	\$5,131,000	\$2,134,000	\$2,996,000	\$28,506,000	\$15,822,000	\$12,684,000	\$2,362,000	\$79,000	\$2,282,000	\$35,998,000

**Ramon Road Widening
Project Cost Estimate Funding Source Breakdown**

Phase	HBP Participating (Segment B)						HBP Non-Participating (Segments A1 & A2)						TOTAL					
	Local Match 11.47% of Total																	
	88.53% of Total	75% of Local match	25% of Local Match				75%	25%					HBP FEDERAL FUNDING	CVAG	PALM SPRINGS	CATHEDRAL CITY		
	HBP Federal Funding	CVAG Regional Measure A	Palm Springs Fair Share	@	Cathedral City Fair Share	@	Subtotal	CVAG Regional Measure A	Palm Springs Fair Share	@	Cathedral City Fair Share	@	Subtotal	TOTAL				
Preliminary Engineering	\$2,453,166	\$238,375	43,590	55%	35,869	45%	\$2,771,000	\$413,250	37,943	28%	99,807	72%	\$551,000	\$3,322,000	\$2,453,166	\$651,625	\$81,532	\$135,676
Right of Way (Including Utility Relocation)	\$1,234,994	\$120,005	24,151	60%	15,850	40%	\$1,395,000	\$1,470,750	172,250	35%	318,000	65%	\$1,961,000	\$3,356,000	\$1,234,994	\$1,590,755	\$196,401	\$333,850
Construction	\$21,548,202	\$2,093,849	385,966	55%	311,984	45%	\$24,340,000	\$3,735,750	343,000	28%	902,250	72%	\$4,981,000	\$29,321,000	\$21,548,202	\$5,829,599	\$728,966	\$1,214,234
total	\$25,236,362	\$2,452,229	\$453,707		\$363,703		\$28,506,000	\$5,619,750	\$553,193		\$1,320,057		\$7,493,000	\$35,999,000	\$25,236,362	\$8,071,979	\$1,006,899	\$1,683,760

Fair Share Percentages Determined by Quantities and Cost Estimates

ATTACHMENT 4

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:

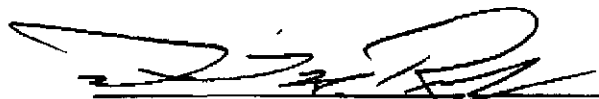
- **Design Inadequacies:** Majority of the Ramon Road between Gene Autry Trail in the City of Palm Springs and Da Vall Drive in the City of Cathedral City consists of 6 traffic lanes (3 lanes in each direction). However, the arterial within the project area between San Luis Rey Drive and Landau Boulevard 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

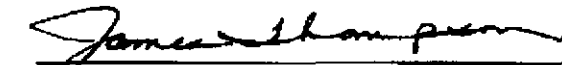
significant effect on the environment and that the Mitigated Negative Declaration reflects the City's independent judgment and analysis.

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 5

Notice of Determination

Appendix D

To:

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

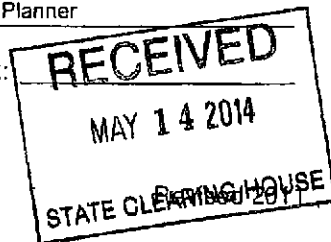
described project on May 7, 2014 and has made the following determinations regarding the above described project.

- 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 6

NEPA/CEQA RE-VALIDATION FORM

DIST./CO./RTE.	08/RIV/Palm Springs
PM/PM	N/A
E.A. or Fed-Aid Project No.	BHLS 5282 (040)
Other Project No. (specify)	N/A
PROJECT TITLE	Ramon Road Bridge Widening
ENVIRONMENTAL APPROVAL TYPE	CE
DATE APPROVED	06/09/2014
REASON FOR CONSULTATION (23 CFR 771.129)	<p>Check reason for consultation:</p> <input checked="" type="checkbox"/> Project proceeding to next major federal approval <input type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only) <input type="checkbox"/> N/A (Re-Validation for CEQA only)
DESCRIPTION OF CHANGED CONDITIONS	<p>The original project 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. The project is proceeding to next federal major approval for its E-76 for construction. No change in scope, settings or requirements. No further documentation is required.</p>

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: [Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- The original environmental document or CE remains valid. No further documentation will be prepared.
- The original environmental document or CE is in need of updating; further documentation has been prepared and is included on the continuation sheet(s) or is attached. With this additional documentation, the original ED or CE remains valid.
 Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
- The original document or CE is no longer valid.
 Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
 Supplemental environmental document is needed. Yes No
 New environmental document is needed. Yes No (If "Yes," specify type: _____)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.
 Signature: Environmental Branch Chief _____ Date: 1/20/16
 Signature: Project Manager/DLAE _____ Date: 1/21/2016

CEQA CONCLUSION : (Only mandated for projects on the State Highway System.)



Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- Original document remains valid. No further documentation is necessary.
- Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be prepared and is included on the continuation sheets or will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR.)
- The CE is no longer valid. New CE is needed. Yes No

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.
 Signature: Environmental Branch Chief _____ Date: N/A
 Signature: Project Manager/DLAE _____ Date: _____

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

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

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

February 12, 2014

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

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

Continued from page 1:

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

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

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

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

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

ATTACHMENT 7

DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING AND LOCAL ASSISTANCE
464 W. 4TH STREET, 6TH FLOOR, MS-760
SAN BERNARDINO, CA 92401-1400
PHONE (909) 383-4030
FAX (909) 383-5936
TTY 711
www.dot.ca.gov/dist8/



*Flex your power!
Be energy efficient!*

June 9, 2016

Marcus L. Fuller
City Engineer
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

08-RIV-0-PSP
BHLS-5282(040)
Widen Ramon Road from San Luis Rey Drive
to Landau Boulevard and
Rehabilitate, widen bridge and approaches
over Whitewater River
Br. no. 56C-0287

Dear Mr. Fuller:

We have reviewed and processed your obligation submittal for the above-referenced project through Caltrans Headquarters and the Federal Highway Administration (FHWA). You are hereby authorized to begin the Right of Way Acquisition and Support phase of your project. Enclosed is a copy of the authorizing document (E-76) for your records.

If you plan to utilize private/outside consultant services, please be reminded of the Consultant Selection and Audit Process as outlined in Chapter 10 of our Local Assistance Procedures Manual (LAPM).

If you have any questions, please contact me or my staff. Alberto Vergel de Dios at (909) 806-3944.

Sincerely,

A handwritten signature in black ink, appearing to read "S-1/2", written over a horizontal line.

Sean Yeung, P.E.
District Local Assistance Engineer

Attachment: E-76

c: Grace Alvarez, RCTC
Savat Khamphou, Palm Springs
George Farago, Palm Springs

AMENDMENT MODIFICATION SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 08-RIV-0-PSP
 PREFIX: BHLS
 PROJECT NO: 5282(040)
 SEQ NO: 3
 STATE PROJ NO: 0800020453L-N
 AGENCY: PALM SPRINGS
 ROUTE:
 TIP DATA
 MPO: SCAG
 FSTIP YR: 15/16
 STIP REF: 209-4000-3905
 DISASTER NO:
 BRIDGE NO: 56 0287 56C0287

PROJECT LOCATION:
 RAMON ROAD FROM SAN LUIS REY DRIVE TO LANDAU BOULEVARD, BR. NO. 56C-0287
 TYPE OF WORK:
 REHABILITATE AND WIDEN BRIDGE AND APPROACHES
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
 ENV STATUS / DT: DELEG TO STATE SEC 6005 06/09/2014
 RW STATUS / DT:
 INV RTE:
 BEG MP:
 END MP:
 PREV AUTH / AGREE DATES:
 PE: 2011-06-01 00:00:00.0
 RW:
 CON:
 SPR:
 MCS:
 OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
L1CE	10	15				
MOE1	11	15				
MOE1	20	16				
MOE1	21	16				

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$3,368,000.00	\$2,453,166.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$3,368,000.00	\$2,453,166.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$2,766,000.00	\$1,030,489.00
	SUBTOTAL	\$2,766,000.00	\$1,030,489.00
CON	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
OTH	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
TOTAL:	\$6,134,000.00	\$3,483,655.00	\$0.00

STATE REMARKS

05/17/2011 This is a request for PE funds. et

05/17/2011 05/17/11 SEQ 1 for PAED only.

	TOTAL COST	FED P/C	FED FUNDS(L1CE)	LOCAL
PAED	\$ 1,650,000	\$1,356,300	\$ 1,200,732	\$449,268

AU

05/23/2011 05/23/11: Seq 1 - authorized \$1,200,732 of L1CE funds for PE (Environmental Process). * the widening is from exist 4 to proposed 6 lanes. P - federally participating. N-P - federally non-participating. The federal participating project limits are from 200' west of the west bridge abutment to Landau Blvd. The non-participating project limits on the west side are from San Luis Rey Dr to 200' west of the west bridge abutment. The non-participating project limits on the east side is from Landau Blvd to 680' east. The City shall not bill for non-participating PE work. The City has indicated that it will complete the PE (Env Process) Phase by June 2015, ie it will obtain NEPA environmental clearance/approval by this date. Note that NEPA Clearance/Approval has to cover the entire project limits, including the non-participating project limits. The non-participating work is 100% locally funded. The City is responsible for segregating the participating and non-participating PE costs accurately.

Note that PE (final design/PS&E) Phase is NOT authorized. Additionally, subsequent to NEPA Clearance and at the time of requesting authorization for PE(final design/PS&E) the City will need to ensure that this phase is programmed in the current FSTIP/FTIP.

Supplemental documentation provided to FHWA as part of this E-76 are: agency FL dated 4/7/11 and the FTIP/FSTIP Sheet (RIV110124). Note that the FTIP Sheet shows a PTC of \$35,998,000 for the entire project, incl the federally non-participating portion. Exh 6A shows a HBP Participating Construction Cost of \$22,169,000.

- 05/01/2015 The City needs to explain to the DLAE why this project is double-programmed in the FTIP/FSTIP - see FTIP id RIV090406. HQ DLA assumes the programming under RIV090406 to be incorrect. AS SEQ 2. This is a request for Preliminary Engineering funding in PS&E using Highway Bridge Replacement and Rehabilitation (HBRR) funds. National Environmental Policy Act (NEPA) was cleared on 06/09/2014. The Project ID RIV110124 in SCAG's 2015 FTIP amendment no. 4 was approved on 04/08/2015. PE unobligated funds are programmed in 15/16 FFY and EPSP'd to 14/15 FFY. Use appropriation code M001 with maximum reimbursement rate of 88.53%.
- 05/04/2015 SEQ 2. Agreement End Date on June 30, 2021 based on Finance letter dated 05/06/2015.
- 05/17/2015 Sequence #2 is a request for additional preliminary engineering funding for plans, specifications, and estimates (PS&E) to rehabilitate and widen from four to six lanes the Ramon Road bridge and approaches over the Whitewater River from San Luis Rey Drive to Landau Boulevard using National Highway Performance Program (NHPP) funds programmed for FY 15-16 in Amendment #4 approved on 4/08/15 to SCAG's 2015 FTIP and EPSP'd to FY 14-15 on 5/18/15. Funding for preliminary engineering for project approval and environmental document (PA&ED) was previously obligated. Federal funding is now capped at an increased \$2,453,166 for preliminary engineering with a maximum reimbursement ratio of 88.53%. Reimburse with M0E1 NHPP funds at 88.53% on a pro rata reimbursement basis up to the additional federal amount shown for preliminary engineering for PS&E. Br. No. 56C-0287.
- 04/04/2016 SEQ 3. This is a request for Right of Way Acquisition and Administration funding using Highway Bridge Program (HBP) funds and is programmed for 15/16 FFY in SCAG's 2015 FTIP amendment no. 14 approved on 11/20/2015. Utilities prior rights are being evaluated for future consideration of HBP funding. NEPA decision was determined on 06/24/2014 and was reevaluated/revalidated on 01/21/2016. Maximum reimbursement rate is at 88.53%. Br. no. 56C0287.

Right of Way Cost Breakdown:

Acquisition

PARCELS	TYPE AND/OR ACTIVITY	ACRES	ESTIMATED COST
677-420-012	Temporary Construction Easement	0.02	\$ 3,344
677-420-016	Temporary Construction Easement	1.68	\$ 86,262
677-420-021	Temporary Construction Easement (TCE)	0.10	\$ 8,637
677-420-023	Permanent Easement, TCE, Slope Easement	1.59	\$ 233,698
677-420-024	Permanent Easement, TCE	0.29	\$ 11,004
677-420-040	TCE, Slope Easement	0.28	\$ 21,455
680-170-014	Permanent Easement, TCE, Slope Easement	0.32	\$ 17,737
680-170-051	Permanent Easement, TCE, Slope Easement	0.19	\$ 125,084
680-170-053	Permanent Easement, TCE, Slope Easement	4.32	\$ 302,756
677-420-023	Billboard Relocation N/S of Ramon Rd, E/O Whitewater River	N/A	\$ 154,384

SUBTOTAL= \$ 964,361

Right of Way Administrative cost (support) amounts to \$ 199,639

- 05/26/2016 Sequence #3 is a request for right of way funding for support and acquisition to rehabilitate and widen from four to six lanes the Ramon Road bridge and approaches over the Whitewater River from San Luis Rey Drive to Landau Boulevard using National Highway Performance Program (NHPP) funds programmed for FY 15-16 in Amendment #14 approved on 11/20/15 to SCAG's 2015 FTIP. Funding for preliminary engineering was previously obligated. The original NEPA decision approved on 6/09/14 was re-validated on 1/21/16. Federal funding under this sequence is limited to \$1,030,489 for right of way activities with a maximum reimbursement ratio of 88.53%. Reimburse with additional M0E1 NHPP funds at 88.53% on a pro rata reimbursement basis up to the federal amounts shown for right of way activities. Br. No. 56C-0287.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: R/W
FOR: ACQUIS. AND SUPPORT
DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: VERGEL DE DIOS, ALBERTO
REVIEWED IN FADS BY: LOUIE, PATRICK
SUBMITTED IN FADS BY: LOUIE, PATRICK
PROCESSED IN FADS BY: FOGLE, JERILYNN
APPROVED IN FMIS BY: MARY CUNNINGHAM

ON 2016-04-26 806-3944
ON 2016-05-26 653-7349
ON 2016-05-26 FOR CALTRANS
ON 2016-05-31 FOR FHWA
ON 2016-06-09 13:23:06.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5282(040) AS OF 06/13/2016

FHWA FMIS SIGNATURE HISTORY

<u>MOD #</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
2	JERILYNN FOGLE	06/03/2016
	ZYLKIA MARTIN-YAMBO	06/07/2016
	MARY CUNNINGHAM	06/09/2016
1	JERILYNN FOGLE	05/27/2015
	ZYLKIA MARTIN-YAMBO	06/01/2015
	MARY CUNNINGHAM	06/01/2015
0	JERILYNN FOGLE	05/25/2011
	GARY J. SWEETEN	05/26/2011
	RODNEY WHITFIELD	06/01/2011

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

<u>DOCUMENT TYPE</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
AMEND/MOD	LOUIE, PATRICK	05/26/2016