

CITY OF RANCHO MIRAGE

**69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 324-4511**

**REQUEST FOR PROPOSALS
FOR
RIGHT OF WAY ACQUISITION SERVICES FOR
MONTEREY AVENUE STREET WIDENING PROJECT FROM
DINAH SHORE DRIVE TO GERALD FORD DRIVE.**

City Project 10-254

**Issued:
June 4, 2014**

TABLE OF CONTENTS

ANNOUNCEMENT	1
PROPOSALS/OFFER SUBMITTAL	1
SCOPE OF SERVICES	1
GENERAL INSTRUCTIONS FOR SUBMITTAL	3
PROPOSAL FORMAT AND CONTENT	5
PROPOSAL EVALUATION AND CONTRACT AWARD.....	7
EXHIBIT "A" (AGREEMENT FORM).....	9

CITY OF RANCHO MIRAGE
REQUEST FOR PROPOSALS
FOR
RIGHT OF WAY ACQUISITION SERVICES FOR
MONTEREY AVENUE STREET WIDENING PROJECT FROM
DINAH SHORE DRIVE TO GERALD FORD DRIVE. (CP 10-254)

ANNOUNCEMENT:

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced Consultant that will provide full-service Right of Way acquisition services and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **5 p.m. on June 20, 2014**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR RIGHT OF WAY ACQUISITION SERVICES FOR MONTEREY AVENUE STREET WIDENING PROJECT (CP 10-254) - DO NOT OPEN WITH REGULAR MAIL**" to:

The City of Rancho Mirage
Attn: William Enos, City Engineer
69825 Highway 111
Rancho Mirage, California 92270

SCOPE OF SERVICES:

Project Goals, Summary and General Scope of Services to be Provided:

Based on the final engineering design to be provided by the City, the goal of this phase of the project is to acquire street right of way and temporary construction easement needed for the project. This phase of the project is expected to last approximately 6 months.

The Consultant's proposal should describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The proposal should also describe the work that shall be necessary to satisfactorily complete the tasks.

Please note that this Request for Proposal cannot identify each specific, individual task required to successfully and completely implement this project. The City of Rancho Mirage relies on the professionalism and competence of the proposing Consultant/Firm

to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments etc.

The selected firm shall provide to the City all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

Project Description:

The City of Rancho Mirage is requesting proposals from qualified consultants to assist the City to acquire approximately 600 square feet of street right of way, temporary drainage easements, and temporary construction easements needed for the construction of street widening project as depicted on the attached Exhibits.

This work will include, but not be limited to, project management, right of way acquisition, appraisal services, title reports, escrow coordination, utility clearance certification, and right of way certification. The City will provide legal descriptions, plat maps, and R/W engineering and construction drawings.

Special Requirements:

Federal Funds. The project is partially funded by Federal STPL funds administered through the California Department of Transportation (Caltrans) Local Assistance. As such, the selected consultant shall comply with the requirements of 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.; 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and Caltrans Local Assistance Procedures Manual Processing Procedures for Implementing Federal and/or State Funded Local Public Transportation Projects.

Caltrans Local Assistance Procedures Manual Forms. This RFP contains the following forms that must be filled out, signed and submitted with the proposal:

1. Exhibit 10-O1 Local Agency Proposer DBE Commitment
2. Exhibit 10-O2 Local Agency Proposer DBE Information

Additionally, forms 10-I and 10-J are provided for information only.

DBE Participation. This project is subject to Title 49 CFR 26.13(b). The selected consultant, and any subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract that results from this solicitation. The selected consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure to carry out

these requirements would be a material breach of any contract, and may result in the termination of the contract or such other remedy as the recipient deems appropriate.

The selected consultant shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the City of Rancho Mirage has established a Disadvantaged Business Enterprise (DBE) goal of **6.09%** for this project.

The Agreement will require the consultant to meet the DBE goals shown above or demonstrate that adequate good faith efforts were made to meet this goal.

It is each offeror's responsibility to verify that firms are certified as DBE at the date of Proposal opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by 5:00 p.m. (Pacific Standard Time), June 20, 2014, to:

The City of Rancho Mirage
Attn: William Enos, City Engineer
69825 Highway 111
Rancho Mirage, California 92270

B. Due Date and Time:

Proposals submitted after 5:00 p.m. on June 20, 2014, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon receipt. At the discretion of the City, a "late" proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, **"SEALED BID FOR RIGHT OF WAY ACQUISITION SERVICES FOR MONTEREY AVENUE STREET WIDENING PROJECT SERVICES - DO NOT OPEN WITH REGULAR MAIL."** Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and

may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

Written comments from proposers must be received prior to two (2) business days before the due date listed in this RFP ("Addenda Due Date"), and must be submitted via the following approved written methods addressed to William Enos:

1. At BillE@RanchoMirageCA.gov, or
2. Via fax to (760) 324-8830, or
3. Via mail, as long as the correspondence is received and date stamped by the City on or prior to the Addenda Due Date.

Submittal of written comments shall not be considered by the City unless submitted in an approved method and prior to the Addenda Due Date. Written comments received via approved method and within the Addenda Due Date, if applicable, will be issued as addenda. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original "bidders" mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City's website, <http://www.ranchoirageca.gov/index.php>, as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the City if any addenda are to be mailed. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the City, a form of which is attached hereto as **Exhibit "A."**

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½" x 11" format, fastened with an effective method.

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed right-of-way acquisition services work, similar to the work required in this RFP.

2. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which your firm is currently providing, or has recently provided, right-of-way acquisition services. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for your firm.
6. Furnish as an appendix, your firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of your firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

Minimum Qualifications and Reference Contact Information:

The selected consultant must have the requisite knowledge and experience with acquiring right of way and easements for public projects. More importantly, the selected consultant team must be familiar with Caltrans Local Assistance procedures, have experience with Local Assistance Programming and must have demonstrated experience in preparing, submitting, and processing applications for federal funding through Caltrans District 8.

The consultant must have performed similar work on other projects and this experience must be evident in the work proposal submitted. Please include a project list with reference contacts, including full name and current phone numbers, for all similar projects that are on-going or have been completed in the past. Identifying the key personnel who worked on the referenced projects and who are expected to work on this project.

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the City's project.

2. Identify the key personnel that would be assigned to the project, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the City.
4. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation or staff assistance from the City your firm would request from the City in order to complete the work described.

F. Cost and Price

1. This section shall disclose all charges to be assessed the City for the required services and declare the proposer's preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all appraisal, preliminary title report, and subconsultant fees.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract

negotiations with the highest rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the City Council regarding selection.

B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below.

1. Cost and price
2. Work plan
3. Qualification and experience of proposer
4. Staffing and organization
5. Conformance with this RFP
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations
7. Any other criteria determined by the City

Upon selection of the most qualified proposer, the City may require the finalist to make an oral presentation to the evaluation panel and/or the City Council or City Manager. The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

ATTACHMENTS:

- Caltrans Local Assistance Procedures Manual Forms (Exhibits 10-O1, 10-O2, 10-P and 10-Q are to be filled out, signed and submitted with the work proposal)
- Project Preliminary Design Drawings (sheets 1 to 6)

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section**

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	_____ %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____	15. Preparer's Signature _____	
Caltrans to Complete this Section		16. Preparer's Name (Print) _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		17. Preparer's Title _____	
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date _____	19. (Area Code) Tel. No. _____
	30. Date _____		

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION**Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT "A"
AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO MIRAGE
AND**

This Professional Services Agreement (hereinafter, this "Agreement") is made and entered into this _____ day of _____ 2014, by and between the City of Rancho Mirage, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and _____, _____, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, the City desires to utilize the services of Consultant, as an independent contractor, to provide the City with _____ (hereinafter, the "Services") as directed by the City and more particularly described in the "Scope of Services," attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. SCOPE OF SERVICES

Consultant shall provide to the City those services as set forth in the Scope of Services, at the time, place, and in the manner specified therein, in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event any conflict exists between the Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

Section 3. COMPLETION DATE

Consultant shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence as of _____, 2014 and continue until _____, 2014.

Section 4. COMPENSATION

The City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from the City, as and for compensation for the faithful performance of said services and duties, an amount not to exceed a total compensation of _____ Dollars and ____ Cents (\$_____.____) during the term of this Agreement.

Section 5. METHOD OF PAYMENT

a. Consultant shall submit invoices to the City on a monthly basis describing the work performed. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. The City shall pay Consultant no later than thirty (30) days after approval of the invoice by City staff provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

b. The Consultant shall submit invoices under this Agreement to:

_____, _____
City of Rancho Mirage
69825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) _____
Facsimile: (760) _____
Email: _____

Section 6. EXTRA WORK

At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform Extra Work without written authorization from the City.

Section 7. TERMINATION

This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination.

Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

Section 8. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at its expense, provide such reports (including any electronic copies), plans, studies, documents and other writings to the City upon written request.

Section 9. CONFIDENTIALITY

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without prior written consent of the City, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Consultant shall not use the City's insignia or photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

Section 10. CONSULTANT'S BOOKS AND RECORDS

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at the City's address indicated for receipt of notices in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, the City may, by written request of any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained at the City's address indicated for receipt of notices in this Agreement. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF THE CITY

Consultant shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor and further, hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors. Neither the City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, expressed or implied, to bind the City to any obligation whatsoever.

Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is not required to comply with daily instructions from City staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

(2) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(6) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(7) Consultant is not required to perform the services set forth in this Agreement at City-owned property.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

(9) Consultant is not required to perform the Services set forth in the Agreement in any particular order or sequence.

Section 13. CIVIL CODE SECTION 1542 WAIVER

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

Section 14. CONFLICTS OF INTEREST

a. Consultant (including principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

b. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) Does not make or participate in:
 - (i) the making or any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;

- (iii) authorizing the City to enter into, modify, or renew a contract;
- (iv) granting the City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
- (v) granting the City approval to a plan, design, report, study, or similar item; or
- (vi) adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.

(2) Does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

c. In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's Office of the City of Rancho Mirage pursuant to the written instructions provided by the Office of the City Clerk.

Section 15. PROFESSIONAL ABILITY OF CONSULTANT; WARRANTY; FAMILIARITY WITH WORK; PERMITS AND LICENSES

a. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. By executing this Agreement, Consultant warrants that:

- (1) it has thoroughly investigated and considered the work to be performed;
- (2) it has investigated the issues, regarding the scope of services to be provided;
- (3) it has carefully considered how the work should be performed; and
- (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

c. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Manager or appropriate City representative.

d. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City of Rancho Mirage business license.

Section 16. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 17. INDEMNIFICATION

a. Consultant shall defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, including any and all costs and expenses in connection therewith (collectively, "Claims") arising out of the negligence, recklessness, willful misconduct, or other wrongful conduct of Consultant, its employees, agents, subcontractors or independent contractors ("Consultant Parties"), in the performance of this Agreement; provided, however, that such duty to defend, indemnify and hold the Indemnified Parties harmless shall only exist to the extent that any Claims may arise from or is in any way in connection with the negligence, recklessness, or willful misconduct of any of the Consultant Parties.

b. The City does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

c. Notwithstanding the provisions of subsections a. and b. of this section, Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Consultant's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Consultant's control, or for which Consultant is without fault.

Section 18. INSURANCE REQUIREMENTS

a. Policies. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies:

(1) Worker's Compensation Coverage. Consultant shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by Consultant pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City. Consultant agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Services to do the same.

(2) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. Consultant shall provide insurance on an occurrence, not claims-made basis. Consultant acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess coverage, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

(3) Automobile Liability Coverage. Consultant shall maintain commercial automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence, and two million dollars (\$2,000,000) in the aggregate.

(4) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's Services, whether such Services are performed by Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) in the aggregate.

b. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

(1) Except for worker's compensation, errors and omissions, professional liability or directors and officers coverage, the City, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

(2) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.

(3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4) The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, employees or agents.

(5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

(6) The insurance provided by this policy shall not be canceled except after thirty (30) days written notice has been mailed to the City and ten (10) days notice if cancellation is for nonpayment of premium.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Consultant agrees to ensure that the most current certification of insurance is on file with the City at all times during the term of this Agreement.

e. Imposition of Insurance Requirements. Provided the City gives its written consent for any persons other than Consultant to perform any part of the Services, Consultant agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Consultant enters into contracts or whom Consultant hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Consultant agrees to monitor and review

all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. Maintain Coverages. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Consultant agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Failure to Obtain Coverages. Consultant agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of Services, to the extent such is permissible under this Agreement, Consultant shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors.

Section 19. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:

_____, _____
City of Rancho Mirage
69825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) _____
Facsimile: (760) _____
Email: _____

To Consultant:

Telephone: (_____) _____
Email: _____

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 20. ENTIRE AGREEMENT

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement 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.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 22. ASSIGNMENT AND SUBCONTRACTING

a. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the City.

b. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 23. WAIVER

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. 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.

c. 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 24. 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 25. 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 26. LITIGATION EXPENSES AND ATTORNEYS' FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 27. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least a copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 28. PROHIBITED INTERESTS

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without

liability. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 29. EQUAL OPPORTUNITY EMPLOYMENT

Consultant represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Consultant shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Section 30. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 31. PRINCIPAL REPRESENTATIVES

a. _____, is designated as Consultant's Principal Representative and is the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement. Consultant's designated Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of Consultant's designated Principal Representative shall not be reassigned, without the express written consent of both parties.

b. _____, _____, shall be the Principal Representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

Section 32. NON-LIABILITY OF CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 33. 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 34. PROTECTION AND CORRECTION OF WORK

a. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

b. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the fault of Consultant.

Section 35. 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.

Section 36. 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 37. CUMULATIVE REMEDIES

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 of 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 38. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 39. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 40. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF RANCHO MIRAGE

Randal K. Bynder, City Manager

By Its: _____
(Title)

APPROVED AS TO CONTENT:

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

**ATTACHED PROPOSAL
DATED _____**

GENERAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD PLANS OF THE CITY OF RANCHO MIRAGE AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, AND OTHER STANDARD PLANS AS SPECIFIED IN THE PLANS.
- NOTHING IN THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM OBTAINING PERMITS AS REQUIRED BY THE CITY OF RANCHO MIRAGE MUNICIPAL CODE.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL, REPLACEMENT, PROTECTION, OR RELOCATION OF ALL REGULATORY, WARNING, AND GUIDE SIGNS, STRIPING, AND PAVEMENT LEGENDS.
- STREET NAME SIGNS AND TRAFFIC CONTROL SIGNS, TYPE AND LOCATION SHALL BE APPROVED BY THE CITY ENGINEER. TRAFFIC STRIPING, LEGENDS AND PAVEMENT MARKERS, TYPE AND LOCATIONS SHALL BE APPROVED BY THE CITY ENGINEER.
- PRIOR TO GRADING OPERATIONS ALL PROPERTY BOUNDARIES SHALL BE VISIBLY MARKED BY SETTING WITNESS STAKES AT ALL FOUND PROPERTY MONUMENTS. FOUND MONUMENTS SHALL BE NOTED ON THE PLANS. RESETING OF MISSING MONUMENTS OR ANY REMOVAL/REPLACEMENT OF EXISTING MONUMENTS SHALL BE DONE BY AN R.C.E. BELOW 33960 OR L.S. ONLY. THE CONTRACTOR SHALL NOT DISTURB EXISTING MONUMENTS NOTED ON PLANS OR FOUND DURING CONSTRUCTION.
- ALL STREET SECTIONS ARE TENTATIVE. THE MINIMUM SECTION IS 3" A.C./ 4" A.B. ADDITIONAL SOIL TEST MAY BE TAKEN AFTER ROUGH GRADING TO DETERMINE EXACT SECTION REQUIREMENTS.
- LOCATIONS OF FIELD DENSITY TEST SHALL BE DETERMINED BY THE CITY OR APPROVED TESTING AGENCY AND SHALL BE SUFFICIENT IN BOTH HORIZONTAL AND VERTICAL PLACEMENT TO PROVIDE REPRESENTATIVE TESTING OF ALL FILL PLACED. TESTING IN AREAS OF A CRITICAL NATURE OR SPECIAL EMPHASIS SHALL BE IN ADDITION TO THE NORMAL REPRESENTATIVE SAMPLINGS.
- ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE AND INSPECTED PRIOR TO PAVING. INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS, TELEPHONE AND DRAINAGE.
- THE DESIGN CIVIL ENGINEER SHALL EXERCISE SUFFICIENT CONTROL OF THE CONSTRUCTION TO ENSURE COMPLIANCE WITH PLANS, SPECIFICATIONS AND CITY CODES.
- THE FINAL UTILITY LINE BACKFILL REPORT FROM THE PROJECT SOIL ENGINEER SHALL INCLUDE AN APPROVAL STATEMENT THAT THE BACKFILL IS SUITABLE FOR THE INTENDED USE.
- THE FINAL COMPACTION REPORT AND APPROVAL FROM THE SOILS ENGINEER SHALL CONTAIN THE TYPE OF FIELD TESTING PERFORMED. EACH TEST SHALL BE IDENTIFIED WITH THE METHOD OF OBTAINING THE IN-PLACE DENSITY, WHETHER SAND CONE OR DRIVE RING AND SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES BY THE FIELD TECHNICIAN.
- ALL CONSTRUCTION AREAS SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN THE PERFORMANCE OF WORK UPON HIGHWAYS, IN ORDER TO ELIMINATE ANY HAZARD.
- AT NO TIME WILL PRIVATE PROPERTY BE USED IN CONJUNCTION WITH THE PROJECT UNLESS PROPERTY-OWNER APPROVAL IS OBTAINED IN WRITING AND GIVEN TO THE CITY FOR APPROVAL.
- ANY CHANGES CONTEMPLATED IN: DRAINAGE, ELEVATIONS OR STRUCTURES SHOWN ON THESE PLANS MUST BE REVIEWED BY THE CITY TO DETERMINE IF REVISED PLANS SHOULD BE SUBMITTED. NONCOMPLYING CONSTRUCTION MAY BE SUBJECT TO PENALTIES AND/OR REMOVAL. "AS-BUILT" PLANS MUST BE SUBMITTED PRIOR TO ANY RELEASE OF SECURITIES AND/OR ISSUANCE OF A CERTIFICATE OF USE.

PAVING NOTES

- ALL UNDERGROUND FACILITIES, INCLUDING LATERALS, SHALL BE IN PLACE, AND ALL TRENCHES COMPACTED AND TESTED PRIOR TO PAVING.
- ALL EXISTING OR NEW IMPROVEMENTS, INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED IN CONNECTION WITH THIS PROJECT SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER, INCLUDING NECESSARY SAWCUTTING, REMOVAL, REPLACEMENT AND CAPPING.
- NEW CURB AND GUTTER SHALL BE MARKED AT EVERY 10 FEET WITH A SCORE LINE AND EXPANSION JOINTS AS REQUIRED.
- NEW OR EXISTING CURB AND GUTTER SHALL BE JOINED, MATCHED, OR REPLACED IF DAMAGED, TO A SAWCUT LINE SUCH THAT A MINIMUM LENGTH OF 7 FEET OF CURB AND GUTTER REMAINS IN PLACE AT ALL LOCATIONS.
- A "TACK COAT" SHALL BE APPLIED BETWEEN PAVEMENT LAYERS, CONCRETE SURFACES AND ON EXISTING PAVEMENT TO BE RESURFACED AT THE RATE OF 0.10 GAL/YD. THE TACK COAT SHALL BE TYPE S51 ASPHALTIC EMULSION WITH A 60-70 GRADE LIQUID ASPHALT.
- THE VISCOSITY GRADE OF PAVING ASPHALT SHALL BE PG 70-10 OR AS DETERMINED BY THE CITY ENGINEER AT THE TIME OF PAVING.
- THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL EARTHWORK GRADING.
- MANHOLES AND VALVE BOX FRAMES SHALL BE ADJUSTED TO FINISHED GRADES AFTER COMPLETION OF CONSTRUCTION TO THE STANDARDS OF THE FACILITY OWNER.
- ALL EXISTING PAVEMENT WITHIN AND ADJOINING THIS PROJECT SHALL BE EITHER REMOVED OR STRUCTURALLY TESTED TO VERIFY THAT THE STRUCTURAL CAPABILITIES ARE ACCEPTABLE. ALL RESULTS SHALL BE APPROVED BY THE CITY ENGINEER.
- THE CURB SHALL BE "ETCHED" SHOWING LATERAL LOCATIONS: "S" FOR SEWER, "G" FOR GAS, AND "E" FOR ELECTRICAL.
- ALL PERMANENT ROADWAY TRAFFIC STRIPING, LEGENDS AND PAVEMENT MARKERS SHALL BE INSTALLED AFTER PERMANENT PAVING. THE TYPE AND LOCATIONS SHALL BE INSTALLED PER PLAN OR AS DIRECTED BY THE CITY ENGINEER.
- TEMPORARY ROADWAY STRIPING SHALL BE INSTALLED ON ALL UNFINISHED ROADWAY SURFACES AS DIRECTED BY THE CITY ENGINEER.
- THE AGGREGATE BASE MATERIAL SPECIFIED IN THE PLANS SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION WITHIN THE TOP FOOT OF THE MATERIAL UNDER PAVING. THE DEEPER SUBGRADE MUST BE COMPACTED TO AT LEAST 90% OF MAXIMUM RELATIVE DENSITY. TESTING WILL BE REQUIRED BY A SOIL ENGINEER.
- JUST BEFORE PAVING, A SOIL STERILANT SHALL BE APPLIED TO THE COMPACTED BASE MATERIAL FOR ALL ASPHALT PAVING. SEE THE CITY'S STANDARD "SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS" FOR THE SOIL STERILANT REQUIREMENTS.

LEGEND, CONSTRUCTION NOTES & QUANTITIES

--- --	= PROPOSED EASEMENT LINE	N/A
---	= RIGHT-OF-WAY LINE (EXISTING; IF NOT LABELED AS "NEW")	N/A
---	= EXISTING CONCRETE STRUCTURES	N/A
(1)	CONSTRUCT 8" CURB AND GUTTER PER C.R.M. STD. 201	2,645 L.F.
(2)	CONSTRUCT 4" A.C. (2 LIFTS) OVER 4" CL. 2 AGG. BASE IN NARROW PATCH PER C.R.M. STD. 208	42 S.F.
(3)	CONSTRUCT 4" P.C.C. HANDICAP RAMP PER C.R.M. STD. 502	1 EA.
(4)	CONSTRUCT PARKWAY RETENTION DRAIN PER C.R.M. STD. 312 WITH ROOF EROSION CONTROL PER DETAIL ON SHEET 2	8 EA.
(5)	CONSTRUCT 8" P.C.C. SPANDRAL AND CROSS GUTTER PER C.R.M. STD. 210	573 S.F.
(6)	CONSTRUCT 4" A.C. (2 LIFTS) OVER 10" CL. 2 AGG. BASE WITH 1.5" ASPHALT RUBBER HOT MIX OVERLAY (ARHM) (INCL. TACK COAT)	35,718 S.F.
(7)	OVERLAY EXISTING ASPHALT PAVEMENT WITH 1.5" ASPHALT RUBBER HOT MIX OVERLAY (ARHM) (INCL. CRACK SEAL AND TACK COAT)	207,250 S.F.
(8)	ADJUST MANHOLE TO FINISHED A.C. SURFACE PER C.V.M.D. STD. S-19, OR PER APPLICABLE UTILITY COMPANY	8 EA.
(9)	ADJUST VALVE TO FINISHED A.C. SURFACE PER C.V.M.D. STD. W-17A, OR PER APPLICABLE UTILITY COMPANY	20 EA.
(10)	EDGE GRIND EXISTING ASPHALT FROM 1.5" TO 0" AS INDICATED ON PLANS (INCL. CRACK SEAL AND TACK COAT)	XXXX S.F.
(11)	SAWCUT AND REMOVE EXISTING ASPHALT	XXX S.F.
(12)	SAWCUT AND REMOVE P.C.C. SPANDRAL, CROSS GUTTER, OR CURB & GUTTER STRUCTURES	XXX S.F.
(13)	REMOVE EXISTING CATCH BASIN STRUCTURE	1 L.S.
(14)	EXTEND EXISTING 18" R.C.P. STORM DRAIN LATERAL AND CONSTRUCT NEW CATCH BASIN PER C.R.M. STD. 302 AND DETAILS	1 L.S.
(15)	COORDINATE UTILITY RELOCATIONS WITH UTILITY COMPANIES AS SHOWN	1 L.S.
(16)	INSTALL THERMOPLASTIC CROSSWALK LINES, ARROWS, CHANNELIZING LINES, WORDS & SYMBOLS	1 L.S.
(17)	PAINT YELLOW LEFT EDGE LINES, WHITE LANE LINES & BIKE LANE LINE	1 L.S.
(18)	INSTALL APEX UNIVERSAL INC., MODEL 9214R REFLECTIVE RAISED PAVEMENT MARKERS	1 L.S.
(19)	RELOCATE STREET SIGNS PER CITY DIRECTION	1 L.S.

ABBREVIATIONS

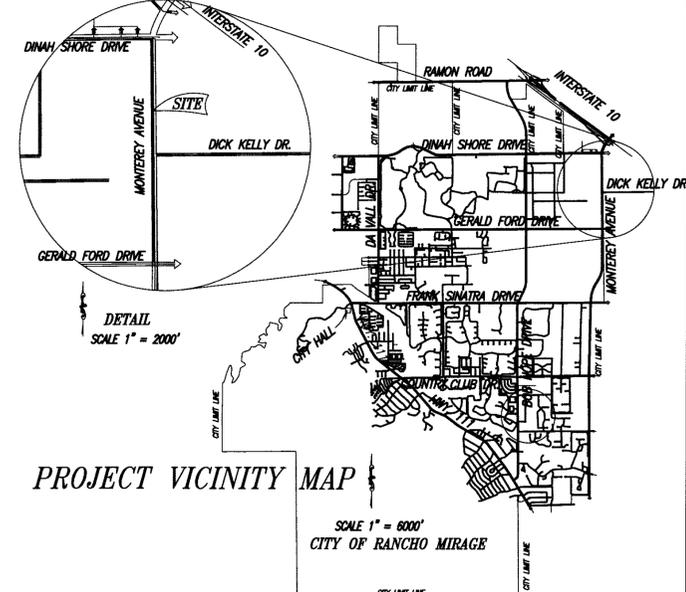
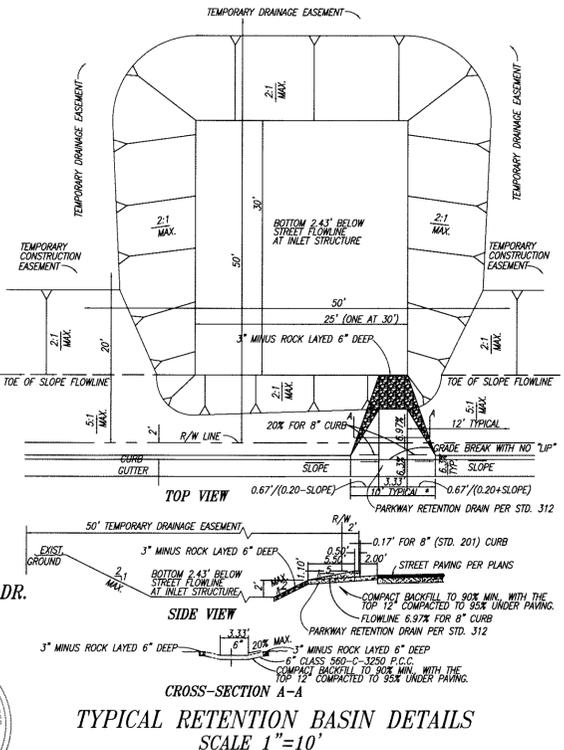
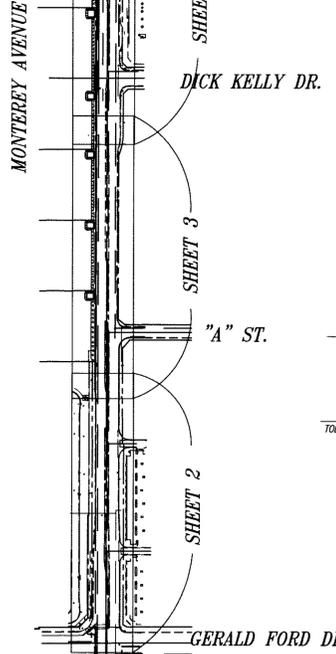
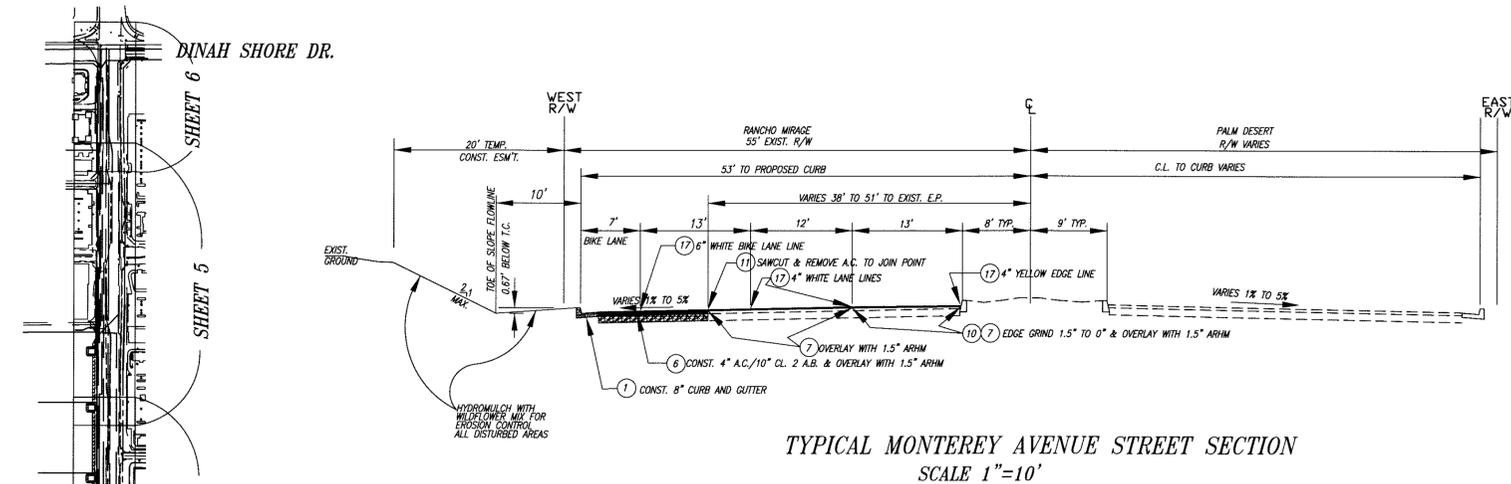
E	= ELECTRICAL UTILITY
FL	= FLOW LINE
G	= GAS UTILITY
GB	= GRADE BREAK
IN	= INVERT OF PIPE
OHE	= OVER HEAD ELECTRICAL UTILITY
S	= SEWER UTILITY
TC	= TOP OF CURB
TP	= TOP OF PAVEMENT
W	= WATER UTILITY

RANCHO MIRAGE CITY PROJECT C.P. 10-254

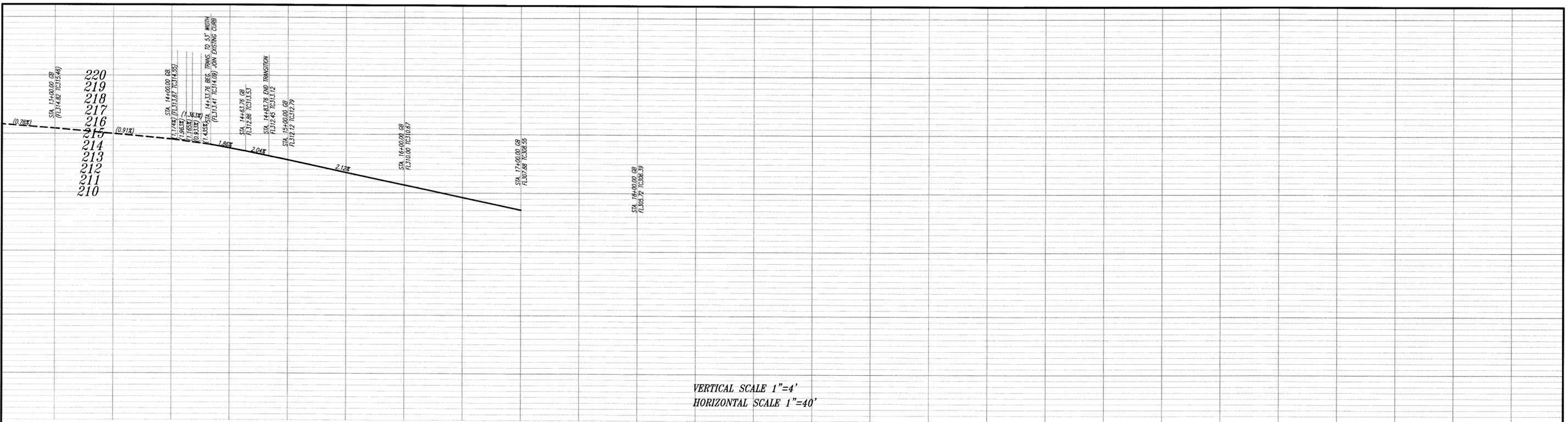
STREET IMPROVEMENTS

MONTEREY AVENUE

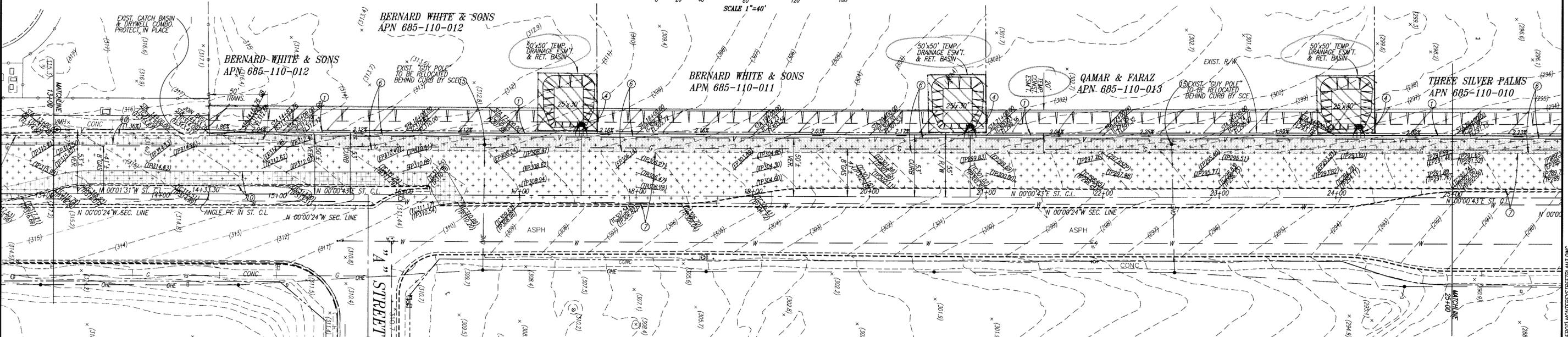
A PORTION OF SECTION 30, T.4S., R.6E., S.B.M.



<p>IMPORTANT NOTICE SECTION 4116 OF THE GOVERNMENT CODE REQUIRES AN INQUIRY INTO THE RECORDS OF THE CITY OF RANCHO MIRAGE TO BE CONDUCTED BEFORE A PERMIT FOR UNDERGROUND SERVICE ALERT TOLL FREE 1-800-227-2600 FOR MORE INFORMATION.</p>	<p>UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER.</p> <p>ENGINEER'S NOTE TO CONTRACTOR: CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS RESPONSIBILITY SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL FIRMLESS FROM ANY AND ALL LAWSUITS, REAL OR ALLEGED. IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, ACCESS TO THE RECORDS OF THE DESIGN PROFESSIONAL FIRM SHALL BE PROVIDED TO THE CONTRACTOR. THE DISTANCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN IN THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THESE ARE THE EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGES TO, THESE UTILITIES OR STRUCTURES.</p>	<table border="1"> <thead> <tr> <th>#</th> <th>REVISIONS</th> <th>DATE</th> <th>APP.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	#	REVISIONS	DATE	APP.																	<p>CITY OF RANCHO MIRAGE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 69825 HIGHWAY 111 RANCHO MIRAGE, CA 92270 PH. 760-770-3224, FAX 760-770-3261 WWW.RANCHOMIRAGECA.GOV</p>	<p>PREPARED UNDER THE DIRECT SUPERVISION OF: LELAND E. COLE, C.R.M. SR. CIV. ENGR. R.C.E. 47159, EXP. 12/31/2015</p> <p>RECOMMENDED FOR APPROVAL BY: CITY ENGINEER SEE BELOW</p> <p>APPROVED BY CITY OF RANCHO MIRAGE: WILLIAM A. ENOS, CITY ENGINEER R.C.E. 43910, EXP. 6/30/2015</p>	<p>CITY OF RANCHO MIRAGE CITY PROJECT CP 10-254 STREET IMPROVEMENTS MONTEREY AVENUE</p>	<p>SHEET 1 OF 6 PRIVATE REFERENCE # CITY REFERENCE # E1200242</p>
			#	REVISIONS	DATE	APP.																				
<p>SEC. 30, T. 4 S., R. 6 E., S.B.M. & M. A.P.N. N/A</p>																										



13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00 25+00



LEGEND, CONSTRUCTION NOTES & QUANTITIES

(1) PROPOSED EASEMENT LINE	N/A
(2) RIGHT-OF-WAY LINE (EXISTING, IF NOT LABELED AS "NEW")	N/A
(3) EXISTING CONCRETE STRUCTURES	N/A
(4) CONSTRUCT 8" CURB AND GUTTER PER C.R.M. STD. 201	2,649 L.F.
(5) CONSTRUCT 4" A.C. (2 LIFTS) OVER 4" CL. 2 AGG. BASE IN NARROW PATCH PER C.R.M. STD. 208	42 S.F.
(6) CONSTRUCT 4" P.C.C. HANDICAP RAMP PER C.R.M. STD. 502	1 EA.
(7) CONSTRUCT PARKWAY RETENTION DRAIN PER C.R.M. STD. 312 WITH ROCK EROSION CONTROL PER DETAIL ON SHEET 2	8 EA.
(8) CONSTRUCT 8" P.C.C. SPANDRAL AND CROSS GUTTER PER C.R.M. STD. 210	573 S.F.
(9) CONSTRUCT 4" A.C. (2 LIFTS) OVER 10" CL. 2 AGG. BASE WITH 1.5" ASPHALT RUBBER HOT MIX OVERLAY (ARHM) (INCL. TACK COAT)	35,718 S.F.
(10) OVERLAY EXISTING ASPHALT PAVEMENT WITH 1.5" ASPHALT RUBBER HOT MIX (ARHM) (INCL. CRACK SEAL AND TACK COAT)	207,290 S.F.
(11) ADJUST MANHOLE TO FINISHED A.C. SURFACE PER C.V.M. STD. S-1B, OR PER APPLICABLE UTILITY COMPANY	8 EA.
(12) ADJUST VALVE TO FINISHED A.C. SURFACE PER C.V.M. STD. W-17A, OR PER APPLICABLE UTILITY COMPANY	20 EA.

(10) EDGE GRIND EXISTING ASPHALT FROM 1.5" TO 0" AS INDICATED ON PLANS (INCL. CRACK SEAL AND TACK COAT)	XXXX S.F.
(11) SAWCUT AND REMOVE EXISTING ASPHALT	XXX S.F.
(12) SAWCUT AND REMOVE P.C.C. SPANDRAL, CROSS GUTTER, OR CURB & GUTTER STRUCTURES	XXX S.F.
(13) REMOVE EXISTING CATCH BASIN STRUCTURE	1 L.S.
(14) EXTEND EXISTING 18" R.C.P. STORM DRAIN LATERAL AND CONSTRUCT NEW CATCH BASIN PER C.R.M. STD. 302 AND DETAILS	1 L.S.
(15) COORDINATE UTILITY RELOCATIONS WITH UTILITY COMPANIES AS SHOWN	1 L.S.
(16) INSTALL THERMOPLASTIC CROSSWALK LINES, ARROWS, CHANNELING LINES, WORDS & SYMBOLS	1 L.S.
(17) PAINT YELLOW LEFT EDGE LINES, WHITE LANE LINES & BIKE LANE LINE	1 L.S.
(18) INSTALL APEX UNIVERSAL INC., MODEL 921AR REFLECTIVE RAISED PAVEMENT MARKERS	1 L.S.
(19) RELOCATE STREET SIGNS PER CITY DIRECTION	1 L.S.

ABBREVIATIONS

E = ELECTRICAL UTILITY
 FL = FLOW LINE
 G = GAS UTILITY
 GB = GRADE BREAK
 INV = INVERT OF PIPE
 OHE = OVER HEAD ELECTRICAL UTILITY
 S = SEWER UTILITY
 TC = TOP OF CURB
 TP = TOP OF PAVEMENT
 W = WATER UTILITY

IMPORTANT NOTICE
 CALL BEFORE YOU DIG
 SECTION 4118 OF THE GOVERNMENT CODE
 REQUIRES AN INDUSTRY IDENTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE WILL BE VALID. FOR YOUR PROTECTION, PLEASE CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-227-2800 TWO WORKING DAYS BEFORE YOU DIG.

#	REVISIONS	DATE	APP.

BENCH MARK, SEA LEVEL REF.: CITY OF P.D. BM NO. 142
 A 2" BRASS DISK STAMPED "CITY OF PALM DESERT
 BM NO. 142" IN CONCRETE 23.5' NORTH OF ECR &
 3.6' EAST OF C.F. ON N.E. COR. OF MONTEREY AVE. &
 GERALD FORD DRIVE, BEING 318,666 NAVD88
 = 316,335 MGD027, SO ADD 2.33' TO OLDER PLANS.
 BASIS OF BEARING:
 BEARINGS AS SHOWN ARE BASED ON THE EAST LINE
 OF THE NE 1/4 OF SEC. 30, T.4S., R.6E., BEING
 ALSO THE CENTERLINE OF MONTEREY AVENUE, BEING
 N 00°01'03"E PER RS 89/48-53

CITY OF RANCHO MIRAGE
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 68025 HIGHWAY 111,
 RANCHO MIRAGE, CA 92270,
 PH: 760-770-3224, FAX: 760-770-3261
 WWW.RANCHOMIRAGECA.GOV

PREPARED UNDER THE DIRECT SUPERVISION OF:
 LELAND E. COLE, C.R.M. SR. CIV. ENGR.
 R.C.E. 47159, EXP. 12/31/2015
 GEOTECHNICAL CERTIFICATION, IF REQUIRED, BY:
 _____ DATE _____
 R.C.E. _____ EXP. _____ DATE _____

RECOMMENDED FOR APPROVAL BY:
 CITY ENGINEER
 SEE BELOW
 DATE _____
 APPROVED BY CITY OF RANCHO MIRAGE:
 WILLIAM A. ENOS, CITY ENGINEER
 R.C.E. 43910, EXP. 6/30/2015
 DATE _____

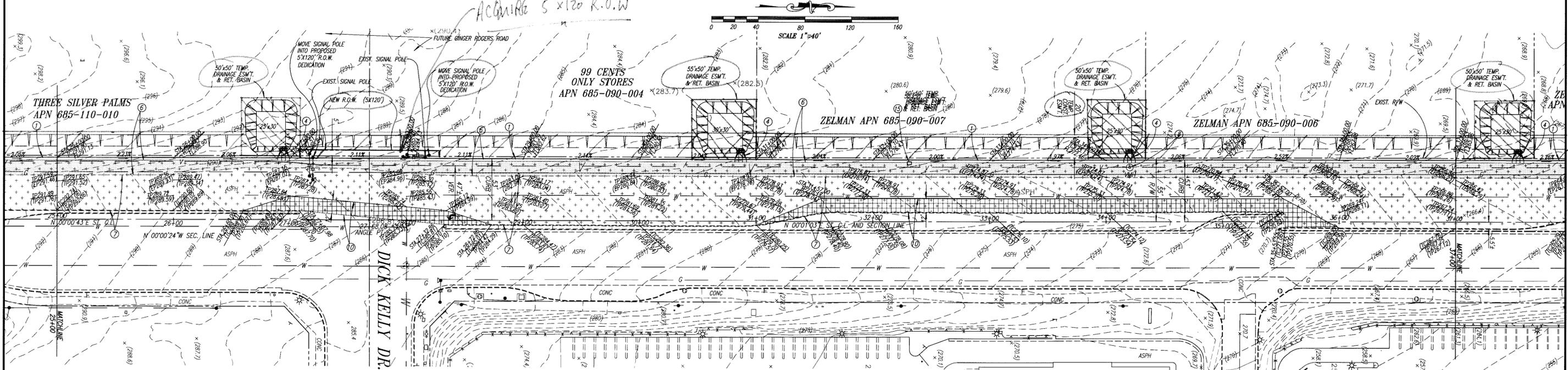
CITY OF RANCHO MIRAGE
CITY PROJECT CP 10-254
STREET IMPROVEMENTS
MONTEREY AVENUE

SHEET **3**
 OF **6**
 PRIVATE REFERENCE # _____
 CITY REFERENCE # E1200242
 SEC. 30, T. 4 S., R. 6 E., S.B.B. & M. A.P.N. N/A

220
215
210

VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=40'

25+00 26+00 27+00 28+00 29+00 30+00 31+00 32+00 33+00 34+00 35+00 36+00 37+00 38



LEGEND, CONSTRUCTION NOTES & QUANTITIES

- PROPOSED EASEMENT LINE N/A
- RIGHT-OF-WAY LINE (EXISTING, IF NOT LABELED AS "NEW") N/A
- EXISTING CONCRETE STRUCTURES N/A
- ① CONSTRUCT 8" CURB AND GUTTER PER C.R.M. STD. 201 2,649 L.F.
- ② CONSTRUCT 4" A.C. (2 LIFTS) OVER 4" CL. 2 AGG. BASE IN NARROW PATCH PER C.R.M. STD. 208 42 S.F.
- ③ CONSTRUCT 4" P.C.C. HANDICAP RAMP PER C.R.M. STD. 502 1 EA.
- ④ CONSTRUCT PARKWAY RETENTION DRAIN PER C.R.M. STD. 312 WITH ROCK EROSION CONTROL PER DETAIL ON SHEET 2 8 EA.
- ⑤ CONSTRUCT 8" P.C.C. SPANDRAL AND CROSS GUTTER PER C.R.M. STD. 210 573 S.F.
- ⑥ CONSTRUCT 4" A.C. (2 LIFTS) OVER 10" CL. 2 AGG. BASE WITH 1.5" ASPHALT RUBBER HOT MIX OVERLAY (ARHM) (INCL. TACK COAT) 35,718 S.F.
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- ⑨ ADJUST VALVE TO FINISHED A.C. SURFACE PER C.V.M.D. STD. W-17A, OR PER APPLICABLE UTILITY COMPANY 20 EA.

- ⑩ EDGE GRIND EXISTING ASPHALT FROM 1.5" TO 0" AS INDICATED ON PLANS (INCL. CRACK SEAL AND TACK COAT) XXXX S.F.
- ⑪ SAWCUT AND REMOVE EXISTING ASPHALT XXX S.F.
- ⑫ SAWCUT AND REMOVE P.C.C. SPANDRAL, CROSS GUTTER, OR CURB & GUTTER STRUCTURES XXX S.F.
- ⑬ REMOVE EXISTING CATCH BASIN STRUCTURE XXX S.F.
- ⑭ EXTEND EXISTING 18" R.C.P. STORM DRAIN LATERAL AND CONSTRUCT NEW CATCH BASIN PER C.R.M. STD. 302 AND DETAILS 1 L.S.
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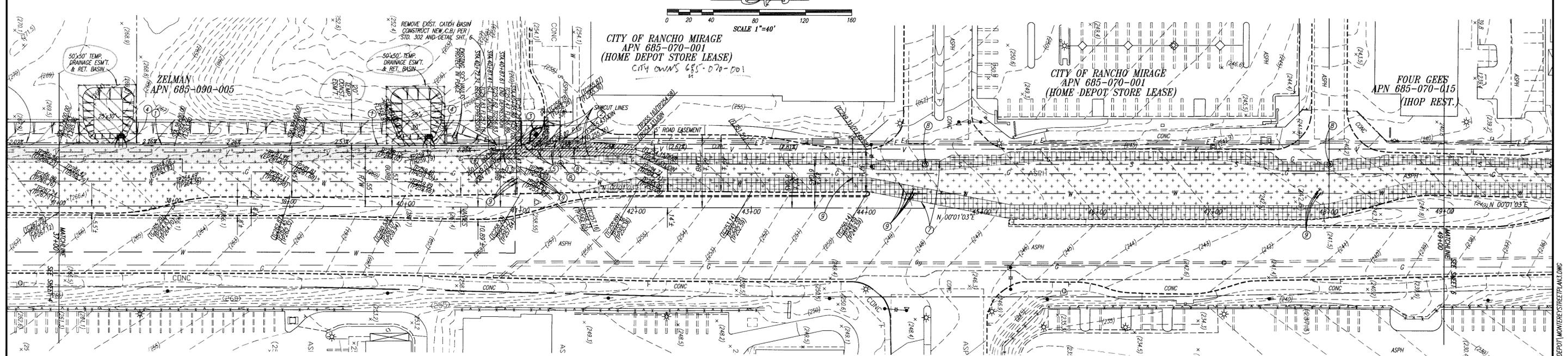
<p>IMPORTANT NOTICE CALL BEFORE YOU DIG SECTION 4216 OF THE GOVERNMENT CODE REQUIRES AN INDUSTRY CONSTRUCTION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE WILL BE VALID. FOR YOUR PROTECTION CALL NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG</p>	<p>UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARED OF THESE PLANS. ENGINEER'S NOTE TO CONTRACTOR: CONSTRUCTION CONTRACTOR ASSUMES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN IN THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO, THESE LINES OR STRUCTURES.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>#</th> <th>REVISIONS</th> <th>DATE</th> <th>APP.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	#	REVISIONS	DATE	APP.					<p>(BENCH MARK SEA LEVEL REF.) CITY OF P.D. BM NO. 142 A 2" BRASS DISK STAMPED "CITY OF PALM DESERT BM NO 142", IN CONCRETE 23.5' NORTH OF ECR & 3.6' EAST OF C.F. ON N.E. COR. CORN. OF MONTEREY AVE. & CEPALLA FOUR DRIVE, BEING 316.686 NAVD83 (= 316.335 NAVD27, SO ADD 2.33' TO OLDER PLANS) (BASIS OF BEARING) BEARINGS AS SHOWN ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SEC. 30, T.4S., R.6E., BEING ALSO THE CENTERLINE OF MONTEREY AVENUE, BEING N 00°01'03"E PER RS 89/48-33</p>	<p style="text-align: center;">CITY OF RANCHO MIRAGE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION</p> <p>68825 HIGHWAY 111, RANCHO MIRAGE, CA 92270, PH. 760-770-3224, FAX 760-770-3261 WWW.RANCHOMIRAGECA.GOV</p>	<p>PREPARED UNDER THE DIRECT SUPERVISION OF:</p> <p>LELAND E. COLE, C.R.M. SR. CIV. ENGR. DATE _____ R.C.E. 47159, EXP. 12/31/2015</p> <p>GEOTECHNICAL CERTIFICATION, IF REQUIRED, BY:</p> <p>DATE _____</p>	<p>RECOMMENDED FOR APPROVAL BY:</p> <p>CITY ENGINEER DATE _____ SEE BELOW</p> <p>APPROVED BY CITY OF RANCHO MIRAGE:</p> <p>WILLIAM A. ENOS, CITY ENGINEER DATE _____ R.C.E. 43910, EXP. 6/30/2015</p>	<p style="text-align: center;">CITY OF RANCHO MIRAGE CITY PROJECT CP 10-254 STREET IMPROVEMENTS MONTEREY AVENUE</p> <p>SEC. 30 T. 4 S. R. 6 E. S.B.B. & M. A.P.N. N/A</p>	<p>SHEET 4 OF 6</p> <p>PRIVATE REFERENCE # _____</p> <p>CITY REFERENCE # _____ E1200242</p>
#	REVISIONS	DATE	APP.													

C:\ACADWORK\CTM\MP\10-254\10-254-001.DWG 6/14/2014

220
215
210

VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=40'

37+00 38+00 39+00 40+00 41+00 42+00 43+00 44+00 45+00 46+00 47+00 48+00 49+00 50



LEGEND, CONSTRUCTION NOTES & QUANTITIES

--- (dashed line)	= PROPOSED EASEMENT LINE	N/A
--- (solid line)	= RIGHT-OF-WAY LINE (EXISTING, IF NOT LABELED AS "NEW")	N/A
--- (dotted line)	= EXISTING CONCRETE STRUCTURES	N/A
①	= CONSTRUCT 8" CURB AND GUTTER PER C.R.M. STD. 201	2,849 L.F.
②	= CONSTRUCT 4" A.C. (2 LIFTS) OVER 4" CL. 2 AGG. BASE IN NARROW PATCH PER C.R.M. STD. 208	42 S.F.
③	= CONSTRUCT 4" P.C.C. HANDICAP RAMP PER C.R.M. STD. 502	1 EA.
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⑪	= SAWCUT AND REMOVE EXISTING ASPHALT	XXX S.F.
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IMPORTANT NOTICE
CALL BEFORE YOU DIG
SECTION 415 OF THE GOVERNMENT CODE
REQUIRES AN INQUIRY
IDENTIFICATION NUMBER BE
ISSUED BEFORE A PERMIT TO
EXCAVATE WILL BE VALID. FOR
YOUR PRE-EXCAVATION INQUIRY CALL
UNDERGROUND SERVICE ALERT
TOLL FREE 1-800-227-2800
90 WORKING DAYS BEFORE YOU DIG

#	REVISIONS	DATE	APP.

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BENCH MARK: SEA LEVEL REF.: CITY OF P.D. BM NO. 142
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CITY OF RANCHO MIRAGE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
69825 HIGHWAY 111,
RANCHO MIRAGE, CA 92270,
PH. 760-770-3224, FAX 760-770-3261
WWW.RANCHO MIRAGE.CA.GOV

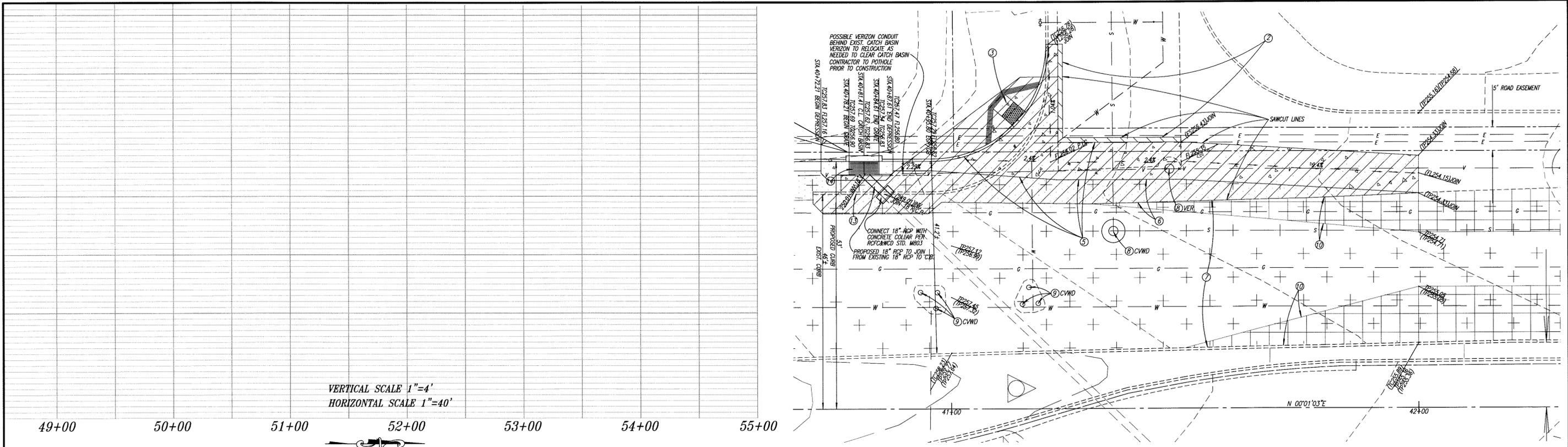
PREPARED UNDER THE DIRECT SUPERVISION OF:
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R.C.E. 47159, EXP. 12/31/2015
GEOTECHNICAL CERTIFICATION, IF REQUIRED, BY:
DATE

RECOMMENDED FOR APPROVAL BY:
CITY ENGINEER DATE
SEE BELOW
APPROVED BY CITY OF RANCHO MIRAGE:
WILLIAM A. ENOS, CITY ENGINEER DATE
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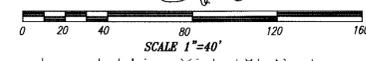
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STREET IMPROVEMENTS
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SHEET 5 OF 6
PRIVATE REFERENCE #
CITY REFERENCE # E1200242
SHED DATE 6/4/2014

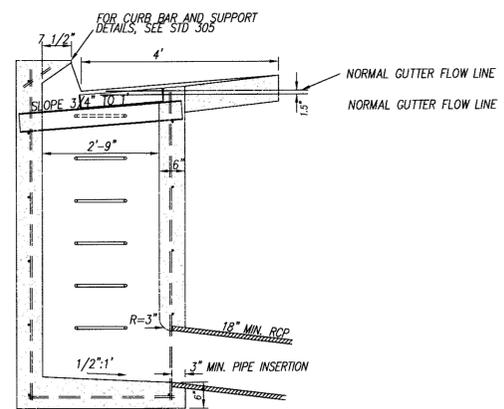
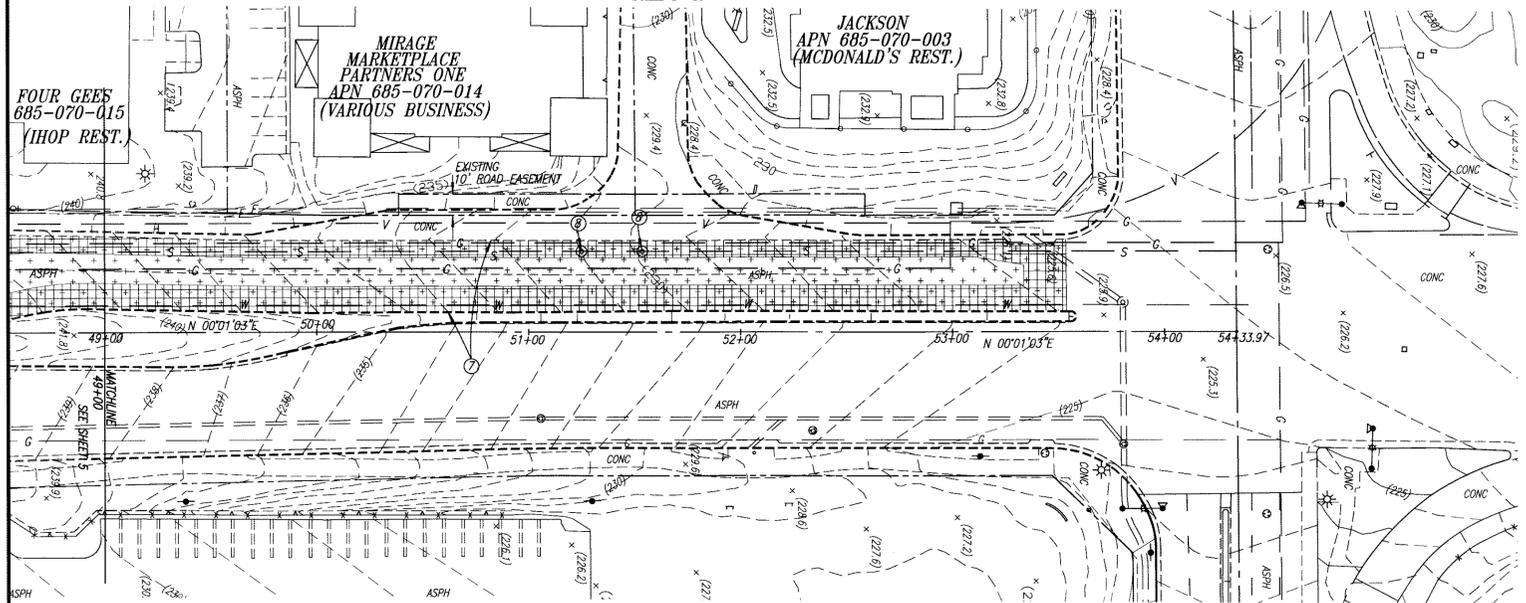
C:\ACADWORK\CITMAP\MONTEREY\CP 10-254\HOME DEPOT\MONTEREYPLAN.DWG



VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=40'



SCALE 1"=10'
DETAIL AT CATCH BASIN LOCATION



SCALE 1"=2'
DETAIL, CATCH BASIN SIDE VIEW

LEGEND, CONSTRUCTION NOTES & QUANTITIES

1	PROPOSED EASEMENT LINE	N/A
2	RIGHT-OF-WAY LINE (EXISTING, IF NOT LABELED AS "NEW")	N/A
3	EXISTING CONCRETE STRUCTURES	N/A
4	CONSTRUCT 8" CURB AND GUTTER PER C.R.M. STD. 201	2,649 L.F.
5	CONSTRUCT 4" A.C. (2 LIFTS) OVER 4" CL. 2 AGG. BASE IN NARROW PATCH PER C.R.M. STD. 208	42 S.F.
6	CONSTRUCT 4" P.C.C. HANDICAP RAMP PER C.R.M. STD. 502	1 EA.
7	CONSTRUCT PARKWAY RETENTION DRAIN PER C.R.M. STD. 312 WITH ROCK EROSION CONTROL PER DETAIL ON SHEET 2	8 EA.
8	CONSTRUCT 8" P.C.C. SPANDRAL AND CROSS GUTTER PER C.R.M. STD. 210	573 S.F.
9	CONSTRUCT 4" A.C. (2 LIFTS) OVER 10" CL. 2 AGG. BASE WITH 1.5" ASPHALT RUBBER HOT MIX OVERLAY (ARHM) (INCL. TACK COAT)	35,718 S.F.
10	OVERLAY EXISTING ASPHALT PAVEMENT WITH 1.5" ASPHALT RUBBER HOT MIX (ARHM) (INCL. CRACK SEAL AND TACK COAT)	207,250 S.F.
11	ADJUST MANHOLE TO FINISHED A.C. SURFACE PER C.V.M.D. STD. S-1B, OR PER APPLICABLE UTILITY COMPANY	8 EA.
12	ADJUST VALVE TO FINISHED A.C. SURFACE PER C.V.M.D. STD. W-17A, OR PER APPLICABLE UTILITY COMPANY	20 EA.

13	EDGE GRIND EXISTING ASPHALT FROM 1.5" TO 0" AS INDICATED ON PLANS (INCL. CRACK SEAL AND TACK COAT)	XXXX S.F.
14	SAWCUT AND REMOVE EXISTING ASPHALT	XXX S.F.
15	SAWCUT AND REMOVE P.C.C. SPANDRAL, CROSS GUTTER, OR CURB & GUTTER STRUCTURES	XXX S.F.
16	REMOVE EXISTING CATCH BASIN STRUCTURE	1 L.S.
17	EXTEND EXISTING 18" R.C.P. STORM DRAIN LATERAL AND CONSTRUCT NEW CATCH BASIN PER C.R.M. STD. 302 AND DETAILS	1 L.S.
18	COORDINATE UTILITY RELOCATIONS WITH UTILITY COMPANIES AS SHOWN	1 L.S.
19	INSTALL THERMOPLASTIC CROSSWALK LINES, ARROWS, CHANNELIZING LINES, WORDS & SYMBOLS	1 L.S.
20	PAINT YELLOW LEFT EDGE LINES, WHITE LANE LINES & BIKE LANE LINE	1 L.S.
21	INSTALL APEX UNIVERSAL INC., MODEL 9214R REFLECTIVE RAISED PAVEMENT MARKERS	1 L.S.
22	RELOCATE STREET SIGNS PER CITY DIRECTION	1 L.S.

ABBREVIATIONS

E	ELECTRICAL UTILITY
F	FLOW LINE
G	GRASS
GB	GRADE BREAK
INW	INVERT OF PIPE
OH	OVER HEAD ELECTRICAL UTILITY
S	SEWER UTILITY
TP	TOP OF PAVEMENT
W	WATER UTILITY



IMPORTANT NOTICE
CALL BEFORE YOU DIG
SECTION 0115 OF THE GOVERNMENT CODE
REQUIRES AN INQUIRY
IDENTIFICATION NUMBER BE
ISSUED BEFORE A PERMIT
EXCAVATE WILL BE VALID. FOR
YOUR PRE-EXCAVATION ID NUMBER CALL
UNDERGROUND SERVICE ALERT
TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
ENGINEER'S NOTE TO CONTRACTOR: CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO RETAIN, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN IN THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGES TO, THESE UTILITIES OR STRUCTURES.

#	REVISIONS	DATE	APP.

(BENCH MARK, SEA LEVEL REF.) CITY OF P.D. BM NO. 142
A 2" BRASS DISK STAMPED "CITY OF PALM DESERT
BM NO 142" IN CONCRETE 23.5' NORTH OF EOB &
3.6' EAST OF C.F. ON N.E. COR. OF MONTEREY AVE. &
GERALD FORD DRIVE, BEING 318,666 NAD83DB
(= 318,335 NAD83, SD ADD 2.33' TO OLDER PLANS)
BASIS OF BEARING.
BEARINGS AS SHOWN ARE BASED ON THE EAST LINE
OF THE NE 1/4 OF SEC. 30, T.4S., R.8E., BEING
ALSO THE CENTERLINE OF MONTEREY AVENUE, BEING
N 00°01'03"E PER RS 89/48-53

CITY OF RANCHO MIRAGE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
68025 HIGHWAY 111,
RANCHO MIRAGE, CA 92270,
PH. 760-770-3224, FAX 760-770-3261
WWW.RANCHOMIRAGECA.GOV

PREPARED UNDER THE DIRECT SUPERVISION OF:
LELAND E. COLE, C.R.M. SR. CIV. ENGR. DATE
R.C.E. 47159, EXP. 12/31/2015
GEOTECHNICAL CERTIFICATION, IF REQUIRED, BY:
DATE

RECOMMENDED FOR APPROVAL BY:
CITY ENGINEER
SEE BELOW DATE
APPROVED BY CITY OF RANCHO MIRAGE:
WILLIAM A. ENOS, CITY ENGINEER DATE
R.C.E. 43910, EXP. 6/30/2015

CITY OF RANCHO MIRAGE
CITY PROJECT CP 10-254
STREET IMPROVEMENTS
MONTEREY AVENUE
SEC. 30, T. 4 S., R. 8 E., S.B.B. & M. A.P.N. N/A

SHEET 6
OF 6
PRIVATE REFERENCE #
CITY REFERENCE #
E1200242

SAVED DATE: 6/4/2014 C:\ACAD\DWG\CITYMAP\MONTEREY\CG TO HOME DEPOT\MONTEREY\STREET\PLAN.DWG