

**CITY OF RANCHO MIRAGE
69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 770-3224**

REQUEST FOR PROPOSALS

FOR

**CONSULTANT DESIGN SERVICES
NORTH AREA ZONE 3 DRAINAGE -
BOB HOPE DRIVE/COUNTRY CLUB DRIVE STORM DRAINS
(City Project CP 14-309)**

**Issued:
January 15, 2016**

TABLE OF CONTENTS

ANNOUNCEMENT	1
PROPOSALS/OFFER SUBMITTAL	1
SCOPE OF PROJECTS AND SERVICES NEEDED.....	1
GENERAL INSTRUCTIONS FOR SUBMITTAL	4
PROPOSAL FORMAT AND CONTENT	6
PROPOSAL EVALUATION AND CONTRACT AWARD.....	8
EXHIBIT "A" (FOMOTOR REPORT).....	9
EXHIBIT "B" (AGREEMENT FORM)	10
EXHIBIT "C" (ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS)...	30

**CITY OF RANCHO MIRAGE
REQUEST FOR PROPOSALS
FOR
CONSULTANT DESIGN SERVICES FOR NORTH AREA ZONE 3 DRAINAGE -
BOB HOPE DRIVE/COUNTRY CLUB DRIVE STORM DRAINS**

ANNOUNCEMENT:

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced firms to provide professional design services for North Area Zone 3 Drainage – Bob Hope Drive/Country Club Drive Storm Drain in compliance with all applicable laws, regulations, policies and procedures, as set forth in this Request for Proposals ("RFP"). Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services described in this RFP.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **5:00 P.M. on Friday, February 12, 2016**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID DESIGN SERVICES FOR NORTH AREA ZONE 3 DRAINAGE - DO NOT OPEN WITH REGULAR MAIL**" to:

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

SCOPE OF PROJECTS AND SERVICES NEEDED:

Project Background/Description

In April 1997, Fomotor Engineering prepared a report ("Fomotor Report"), applicable portions of which are attached hereto as **Exhibit "A,"** for the City of Rancho Mirage entitled "North Area Master Drainage Plan" that analyzed drainage of a 5.4 square mile area of the City, the boundary of which is shown on the attached Figure 1. The study area was divided into 3 general zones. Zones 1 and 2 have been improved and protected from storm water flows by previous City projects. Zone 3 is in need of additional storm water protection, which includes storm drain improvements on portions of Bob Hope Drive and Country Club Drive. The entire Fomotor Report will be made available if requested.

Services Needed

A. GENERAL INFORMATION

The City is seeking to eventually install a new storm drain system along Bob Hope Drive from the Whitewater Wash north for approximately eight thousand feet (8,000'), and laterally along Country Club Drive that extends from the Bob Hope Drive intersection approximately four thousand feet (4,000') to the west. In general, the design work for the project which is the subject of this RFP will include: environmental documentation, geotechnical analysis related to excavation for pipe, utility identification, hydrological analysis, hydraulic analysis, drainage design, pavement repair design, preparation of legal documents if needed, and preparation of project PS&E.

B. TASKS AND CONTRACT DELIVERABLES:

In general, project tasks will include, but are not limited to, the following:

1. PROJECT KICKOFF MEETING

Conduct a project kickoff design meeting with City staff to refine and clarify the project's objectives and schedule. City supplied materials will be provided at this time.

2. HYDROLOGY STUDY

The Consultant shall provide an independent stand-alone Hydrology Study of the Zone 3 area delineated in the Fomotor Report that will update the recommendations and findings of the Master Drainage Plan and be used for final design of the drainage system. This study shall establish and verify tributary areas based on current topographic mapping and features. The hydrology study shall evaluate the 3, 6, and 24 hour duration storm, be based on the most current rainfall data and completed in compliance with the Riverside County Flood Control and Water Conservation District Hydrology Manual. The study shall evaluate the 10-year and 100-year events, determine pipe sizes, and make recommendations for optimum design and performance of the storm drain system. The storm drain system should be designed to convey the worst case duration 10-year storm below the top of curb elevation and the 100-year storm within the public right-of-way.

3. DATA COLLECTION, FIELD REVIEW & BASE MAPPING

The Consultant's key staff will visit the site to familiarize themselves with the project site conditions. Project staff will take ground level photos to document field conditions and highlight critical areas. Project staff will visit the site after completion of the base map to verify base map accuracy.

Field survey work of the roadway will include cross sections, roadway profiles, profiles, existing surface utility locations, utility invert elevations, building outlines, utility poles, luminaries, raised medians and topographic features approximately eighty feet (80') either side of the existing centerline of Bob Hope Drive and Country Club Drive.

The base map will include features along Bob Hope Drive from the Whitewater Wash to Frank Sinatra Drive and Country Club Drive from Bob Hope Drive to Morningside Drive. Base maps will be developed with a one foot contour interval at a scale of one inch equals forty feet (1"=40') along the roadway alignment, and at a scale of one inch equals twenty feet (1"=20') at critical locations, and existing ground line profiles will be plotted from the field survey information. Base mapping will be tied to existing monumentation and defined on the plans.

Consultant shall ensure that all utility locations are per as-built plans. As-builts will be obtained from the utility purveyors by the Consultant and shall be provided to the City upon request.

Field review shall include geotechnical analysis to establish excavation, backfill, and pipe bedding requirements. The analysis shall include soil classification determination, in-situ density and moisture content determination, maximum density/optimum moisture determination, shear strength determination, sulfate content determination, etc.

4. ENVIRONMENTAL REVIEW

The Consultant will prepare an environmental Initial Study (IS) as described in Section 15365 of the California Environmental Quality Act (CEQA) Guidelines and applicable

case law. It is assumed that the appropriate level of CEQA documentation for the proposed project will be either a Categorical Exemption (CE), Negative Declaration (ND), or Mitigated Negative Declaration (MND). The Consultant will prepare a Notice of Availability/Notice of Intent to Adopt a CE, ND, or MND for City review. After public review period has ended, the Consultant will respond to any comments.

Following adoption of the environmental documents by the City of Rancho Mirage, the Consultant will prepare the Notice of Determination (NOD) and file with the County Clerk and the Governor's Office of Planning and Research. In compliance with public Resources Code 21081.6, the Consultant will prepare a mitigation monitoring program for adoption with the MND, if required.

5. PROJECT DESIGN AND PLAN SET PREPARATION

The Consultant shall prepare a preliminary route study to determine the most feasible alignment of the storm drain pipes to minimize conflict with existing infrastructure, minimize impact to traffic during construction, and minimize costs. After this preliminary study is approved by the City and Coachella Valley Water District (CVWD), the Consultant shall pothole as necessary to determine if any conflicts exist, and modify the route study as needed. CVWD will review the portion of the storm drain within their right-of-way and at the outfall.

The Consultant shall size and locate all drainage structures, including pipes and catch basins. Consultant shall use City of Rancho Mirage design standards for drainage structures when possible, and shall utilize County of Riverside design standards when City standards are not available. All drainage facilities shall be sized to handle all stormwater tributary based on the Consultant's Hydrology Study. The storm drain system designed shall comply with all current NPDES local regulations.

Project Plans will be prepared based upon the Consultant's pre-design report and concurrence by the City. The project plan set is anticipated to include a Title Sheet, Design Sheets (1"=40' scale), and applicable Detail Sheets. The plans shall be prepared in accordance with the standards set forth by the City of Rancho Mirage. The project plans will be prepared using AutoCAD electronic drafting software program.

The Consultant shall be responsible for coordinating all utility relocations as required based on the design of the drainage facilities.

The Consultant shall perform an internal QA/QC review to identify potential conflicts, check design accuracy, ensure constructability, determine plans are complete, etc.

6. SPECIFICATIONS

The City will provide bidding and contractual documents and general provisions for the project. The Consultant will prepare the technical specifications and verify that the technical specifications/special provisions do not conflict with the project drawings, and add any additional special provisions as required. The Specifications will be provided to the Consultant in electronic file format and shall be delivered to the City electronically (Word format).

7. ESTIMATES

The Consultant shall prepare construction quantity and cost estimates of proposed improvements based on the preliminary route study, 60% complete drawings and final plan submittal.

8. CONSTRUCTION & MAINTENANCE EASEMENT PREPARATION

The Consultant will be required to prepare the legal descriptions and plats for the easements, if needed. The City will process the documents.

9. DELIVERABLES

Plans shall be submitted for plan check by hard copy (2 sets), plotted at the appropriate sheet size and scale. A red line hard copy of the City's plan check review comments will be returned to the Consultant. CVWD will also be reviewing the plans and checking the portions within their right-of-way and will have similar requirements. The final submittal shall include: one (1) set of the plans on "D" size mylar sheets; two (2) hard copies of the project specifications; two (2) hard copies of the quantity and cost estimates; and one (1) CD disk containing electronic files of approved plans (AutoCAD and PDF files), project specifications (Word format) and quantity and cost estimate (Excel format). Final easements documents shall also be provided, if necessary.

C. OPTIONAL SERVICES

Upon written approval from the City, the Consultant will provide engineering services beyond the work identified above. Services may include the addition of new tasks or increasing the work effort of the engineering services as requested by the City. Such work will be specified by written authorization.

D. DOCUMENTS FURNISHED

To assist the Consultant in fulfilling the terms of this Agreement, the City agrees to furnish the following:

1. Standard maps
2. City standard details
3. Record drawings

E. SCHEDULE

Upon notice to proceed, the Consultant will be able to complete the work described in this Scope of Work (excluding additional services) within eight (8) months.

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), **Friday, February 12, 2016**, to:

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

B. Due Date and Time:

Proposals submitted after **5:00 p.m.** on **Friday, February 12, 2016**, 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 DESIGN SERVICES FOR NORTH AREA ZONE 3 DRAINAGE - 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 or questions from proposers must be received by no later than **12:00 p.m. on Thursday, February 4, 2016** ("Addenda Due Date"), and must be submitted via the following approved written methods addressed to William Enos, City Engineer:

1. At BillE@RanchoMirageCA.gov, or
2. Via fax to (760) 770-3261, 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.

Any questions raised verbally shall not be addressed by the City. Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addenda Due Date. Written comments or questions received via approved method within the time prescribed herein will be addressed by the City's issuance of an addendum to this RFP. 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, www.ranchoirageca.gov, 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 an agreement with the City, in substantially the same form as attached hereto as **Exhibit "B."**

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 professional consulting 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, professional consulting services similar to those required in this RFP. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for your firm.

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. 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.
3. Provide a summary of the firm's proposed services, with a focus on any technologies, innovations, and processes that the firm will offer to help the City meet its objectives.

F. Cost and Price; Prevailing Wages

1. This section shall disclose all charges to be assessed to the City for the required services and declare the proposer's preferences for method and timing of payment.
2. For all types of service proposed, provide a schedule of hourly labor rates and reimbursables.
3. Pursuant to Cal. Lab. Code §1720(a), the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, is work for which not less than the general prevailing rate of per diem wages must be paid ("Prevailing Wages"). Accordingly, the proposer selected through this RFP shall be required to pay Prevailing Wages in accordance with Cal. Lab. Code §1770 et. seq.

a. Notice Regarding Registration with Department of Industrial Relations

- i. No consultant or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- ii. No consultant or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

G. Insurance and Acknowledgement

Each proposal shall include a breakdown of all costs associated with issuance of the insurance endorsements described in and pertaining to Section 20 of the Agreement ("Insurance Provisions"). Each proposal shall also include signed acknowledgement(s) in substantially the same form as the form attached hereto as **Exhibit "C,"** through which each insurance carrier that will issue any policy required in the Insurance Provisions, shall acknowledge, warrant and represent that it possesses the ability to and shall furnish all the insurance endorsements prescribed in the Insurance Provisions.

H. Appendices

Furnish as appendices, supporting documentation as requested, such as 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 listed below, in no particular order of importance.

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.

EXHIBIT "A"
FOMOTOR REPORT
(See Attached)

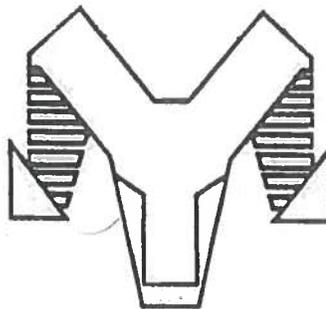
CITY OF RANCHO MIRAGE

NORTH AREA

MASTER DRAINAGE PLAN

This Report was Prepared
for the
City of Rancho Mirage
Public Works Department
69-825 Highway 111
Rancho Mirage, CA 92270

April 1997



Prepared By

Fomotor Engineering
400 S. Farrell Drive, Suite B-205
Palm Springs, CA 92262
760-323-1842
760-322-2760 Fax

The following Sub consultant assisted in the preparation of this document.

Terra Nova Planning & Research, Inc.

By: _____
Phillip K. Fomotor, P.E., PLS.

Date: April 1997

Table of Contents

	<u>Page</u>
1.0 Introduction	
1.1 Project Objective	5
1.2 Master Plan Scope of Work	5
1.3 Study Area	6
1.4 Drainage Criteria	7
1.5 Analysis and Design Methodology	9
1.6 Unit Construction and Land Costs	11
2.0 Summary and Recommendations	
2.1 Summary	15
2.2 Recommendations	19
3.0 Watershed Analysis and Storm Drain System Design	
3.1 Zone 1	
3.11 Description of Zone 1 Watershed	21
3.12 Zone 1 Future Street Network	23
3.13 Proposed Drainage System Alternatives for Zone 1	24
3.14 Discussion and Evaluation of Storm Drain Alternatives 1 through 7	26
3.2 Zone 2	
3.21 Description of Zone 2 Watershed	28
3.22 Zone 2 Future Street Network	30
3.23 Proposed Drainage System Alternatives for Zone 2	39
3.24 Discussion and Evaluation of Storm Drain Alternatives 1 through 3	34
3.3 Zone 3	
3.31 Description of Zone 3 Watershed	36
3.32 Zone 3 Existing Drainage System Analysis	37
3.33 Proposed Drainage System Alternatives for Zone 3	39
3.34 Discussion and Evaluation of Storm Drain Alternatives 1 and 2	40

	<u>Page</u>
4.0 Funding Proposed Storm Drain Improvements	
4.1 Introduction	42
4.2 Redevelopment Agency Funding	42
4.3 General Fund Funding	42
4.4 Assessment Districts	42
4.5 Drainage Development Fees	44
4.6 Recommended Strategies	46
5.0 References	49

Appendix A: Preliminary Land Use and Circulation Analysis Study for the Rancho Mirage North Area Hydrology Study.

Figures

Figure 1	Study Area Map	follows 6
Figure 2	110' R/W Arterial Typical Section and Drainage Criteria	follows 8
Figure 3	100' R/W Arterial Typical Section and Drainage Criteria	
Figure 4	City of Rancho Mirage Retention Basin Standard Detail 310	
Figure 5	Combination Catch Basin / Standard Dry Well Detail	
Figure	Assumed Future Street Configuration in Section 7	23
Figure	Zone 1 Proposed Storm Drain System, Alternative 1	follows 27
Figure	Zone 1 Proposed Storm Drain System, Alternative 2	
Figure	Zone 1 Proposed Storm Drain System, Alternative 3	
Figure	Zone 1 Proposed Storm Drain System, Alternative 4	
Figure	Zone 1 Proposed Storm Drain System, Alternative 5	
Figure	Zone 1 Proposed Storm Drain System, Alternative 6	
Figure	Zone 1 Proposed Storm Drain System, Alternative 7	
Figure	Assumed Future Street Configuration in Sections 19 & 24	30
Figure	Assumed Future Street Configuration in Section 30	31
Figure 6	Conceptual Storm Drain System for portions of Sections 19 and 24 in Zone 2, Alternative 1	follows 35
Figure 7	Conceptual Storm Drain System for Section 30 and minor portions of Sections 25, 31 and 36 in Zone 2, Alternative 1	
Figure 8	Conceptual Storm Drain System for portions of Sections 19 and 24 in Zone 2, Alternative 2	
Figure 9	Conceptual Storm Drain System for Section 30 and minor portions of Sections 25, 31 and 36 in Zone 2, Alternative 2	

		<u>Page</u>
Figure 10	Conceptual Storm Drain System of Section 31 and a portion of section 36 in Zone 2.	
Figure 11	Zone 3 Proposed Storm Drain System, Alternative 1	follows 41
Figure 12	Zone 3 Proposed Storm Drain System, Alternative 2	
Figure 13	Conceptual Design of a Detention/Retention Basin at the Corner of Bob Hope Drive and Country Club Drive in Zone 3	

Tables

Table 1	Storm Drain Unit Construction Costs	13
Table 2	Drainage Improvement Construction Costs	13
Table	Preliminary Cost Projection, Zone 1 / Alternative 1	follows 27
Table	Preliminary Cost Projection, Zone 1 / Alternative 2	
Table	Preliminary Cost Projection, Zone 1 / Alternative 3	
Table	Preliminary Cost Projection, Zone 1 / Alternative 4	
Table	Preliminary Cost Projection, Zone 1 / Alternative 5	
Table	Preliminary Cost Projection, Zone 1 / Alternative 6	
Table	Preliminary Cost Projection, Zone 1 / Alternative 7, 10 yr. storm	
Table	Preliminary Cost Projection, Zone 1 / Alternative 7, 100 yr. storm	
Table	Preliminary Cost Projection, Zone 1 Country Club Drive Retention Basin	
Table	Preliminary Cost Projection, Zone 1 Verbenia Road Retention Basin	
Table	Preliminary Cost Projection, Zone 1 Monterey Avenue Retention Basin	
Table	Preliminary Cost Projection, Zone 2 / Alternative 1	follows 35
Table	Preliminary Cost Projection, Zone 2 / Alternative 2	
Table	Preliminary Cost Projection, Zone 2, Retention Basin 1	
Table	Preliminary Cost Projection, Zone 2, Retention Basin 2	
Table	Preliminary Cost Projection, Zone 2, Retention Basin 3	
Table	Preliminary Cost Projection, Zone 2, Retention Basin 4	
Table	Preliminary Cost Projection, Zone 2, Retention Basin 5	
Table	Preliminary Cost Projection, Zone 3, Alternative 1	follows 41
Table	Preliminary Cost Projection, Zone 3, Alternative 2	
Table	Preliminary Cost Projection, Zone 3, Country Club Drive/ Bob Hope Drive Detention/Retention Basin	
Table 3	Zone 1 & 2 Assessment District Cost Allocation	43
Table 4	Zone 3 Assessment District Cost Allocation	44

		<u>Page</u>
Table 5	Zone 1 Development Impact Mitigation Fee Allocation	45
Table 6	Zone 2 Development Impact Mitigation Fee Calculation	46
Table 7	Development Fee Calculation Spread Sheet	47
Table 8	Assessment District Calculation Spread Sheet	48

Exhibits

Exhibit A	Zone 1 Existing Drainage Map	Attached
Exhibit B	Zone 2 Existing Drainage Map	
Exhibit C	Zone 3 Existing Drainage Map	

Technical Appendices: Included under separate cover

1.0 INTRODUCTION

1.1 PROJECT OBJECTIVE

The purpose of this report is to provide a comprehensive Storm Drain Master Plan for a 5.4 square mile area in the City of Rancho Mirage, the boundary of which is delineated in figure 1. The objective of the Storm Drain Master Plan is to develop storm drainage improvement plan alternatives to adequately drain existing and future public street right of ways within the study area and also to drain any existing developments in the study area that currently drain to the public street right of way. The City drainage ordinance requires 100% on-site retention of the 100 year storm water runoff for any future development in excess of one acre, therefore storm water runoff from developable vacant land were not included in this study.

1.2 MASTER PLAN SCOPE OF WORK

The following is a summary of the Master Plan scope of work that was developed and implemented to accomplish the project objective.

- 1/. Aerial Topography.** Performed field survey to set aerial targets and to establish vertical and horizontal control for these targets. Procured aerial topographic mapping of the study area. The map was plotted at 400 scale with 2 foot contour intervals for the predominantly developed area south of Frank Sinatra Drive. The map for the largely undeveloped area north of Frank Sinatra Drive was plotted at 400 scale with 4 foot contour intervals.
- 2/. Document Research.** Researched and reviewed available records, including existing City of Rancho Mirage, City of Cathedral City and Palm Desert storm drain drawings, maps, drainage studies and other drainage related data, including studies for the proposed Mid valley Channel. Discussed project criteria with the City, Coachella Valley Water District (CVWD), and Riverside County Flood Control District (RCFCD).
- 3/. Preliminary Land Use and Circulation Analysis.** Determined a schematic ultimate built out configuration of the future public street system within the study area for hydraulic modeling purposes. The full report is in Appendix A of this document.
- 4/. Hydrology.** Performed a hydrology analysis of existing drainage conditions and ultimate built out conditions within the study area under the guidelines of the RCFCD&WCD Hydrology Manual. The 10 year and 100 year frequency storm events were modeled. Also the hydraulic capacity of existing drainage facilities was determined. Thence, the location and magnitude of

existing drainage problems was identified and used as a basis for developing drainage solutions.

5/. Develop Drainage System alternatives. Alternative Storm Drainage systems were developed for each study zone utilizing various conveyance, detention and retention system configurations. The alternative drainage systems were compared for cost, functionability, operation, maintenance and aesthetics.

6/. Probable cost estimates. Developed a preliminary estimate of the probable cost to implement the various storm drain system alternatives.

7/. Funding. Assisted the city in preparing a financial plan by recommending various means by which to acquire the capital needed to implement this master plan.

8/. Final Report. This final report was prepared outlining the results of the study.

1.3 STUDY AREA

The Primary area of study for this Master Plan includes the area between Bob Hope Drive and Monterey Avenue, north of the White Water River and south of Interstate 10 and the Southern Pacific Railroad line. Of interest is adequately draining existing and future public street rights of way in this area and also draining any existing developments within the study area that currently drain to these public street rights of way. Existing developments in this area that dispose of storm water on site or by other means without draining into City streets or other rights-of-way were not included in this study. Adjacent tributary areas to the west that currently drain to Bob Hope Drive were included in this study so as to assist in a more complete hydraulic evaluation of this arterial street.

The study area was divided into 3 general zones as follows:

- Zone 1** Area between Bob Hope Drive and Monterey Drive, north of the White Water River and south of Frank Sinatra Drive.
- Zone 2** Area between Bob Hope Drive and Monterey Drive, north of Frank Sinatra Drive and south of the Interstate 10 freeway.
- Zone 3** Area west of Bob Hope Drive, north of the White Water River and south of Frank Sinatra Drive.

1.4 DRAINAGE CRITERIA

The general criteria used for the development of the Master Drainage Plan is as follows:

1/. Perform hydrologic computations in accordance with the Riverside County Flood Control District Hydrology Manual.

2/. **Street Flow**

i/. **100 year storm flow** to be retained within the public street right of way and landscape/drainage area with 6" street curb if possible.

If 6" curb is not adequate, use 8" curb.

If 8" curb is not adequate, install a storm drain.

See figures 2 and 3.

ii/. **10 year storm flow** to be retained within the public street paved section with 6" curb if possible.

For streets with 110' right of way or greater; If 6" curb is not adequate, use 8" curb.

If 8" curb is not adequate, install a storm drain.

See figure 2.

For streets with 100' right of way or less;

If 6" curb is not adequate, install a storm drain instead of using 8" curb. This is because with flow to the top of an 8" curb, storm water will cover almost the entire 1/2 street paved section, leaving no clear traffic lanes and during 10 year storm flows, the City would like to have at least one traffic lane remaining outside of the flow area.

See figure 3.

3/. Proposed storm drains are to be designed to convey runoff from at least the 10 year frequency storm.

4/. **Retention Basins**

Retention basins in zones 1 and 2 are to be designed according to the City of Rancho Mirage standards for Retention Basin design. The City's design criteria as delineated in their standard 310 includes:

a/. Basin shall be designed to retain 100% of runoff from a 100 Year frequency storm of a 24 hour duration.

b/. Maximum depth at peak storage is 5 feet.

c/. Factor of safety F.S. = 2. Basin volume is to be 2 times the storage volume at maximum depth.

Refer to figure 4.

5/. Coachella Valley Water District (CVWD) Criteria

Dan Ferris, Storm water Engineer for CVWD has indicated that the District requires Local Agencies to limit nuisance water flow (from sources other than storm water runoff) into the Whitewater River. Therefore it is recommended that for proposed future storm drains outletting into the Whitewater River, they should be designed to retain nuisance water within the storm drain system.

The City of Palm Desert utilizes a Combination Catch Basin / Standard Dry Well detail to assist in catching and retaining nuisance flows. Such a basin / drywell combination standard detail could be adopted by the City of Rancho Mirage for future storm drain systems that outlet into the Whitewater River so as to assist in complying with CVWD's requirements. See figure 5.

DRAINAGE CRITERIA

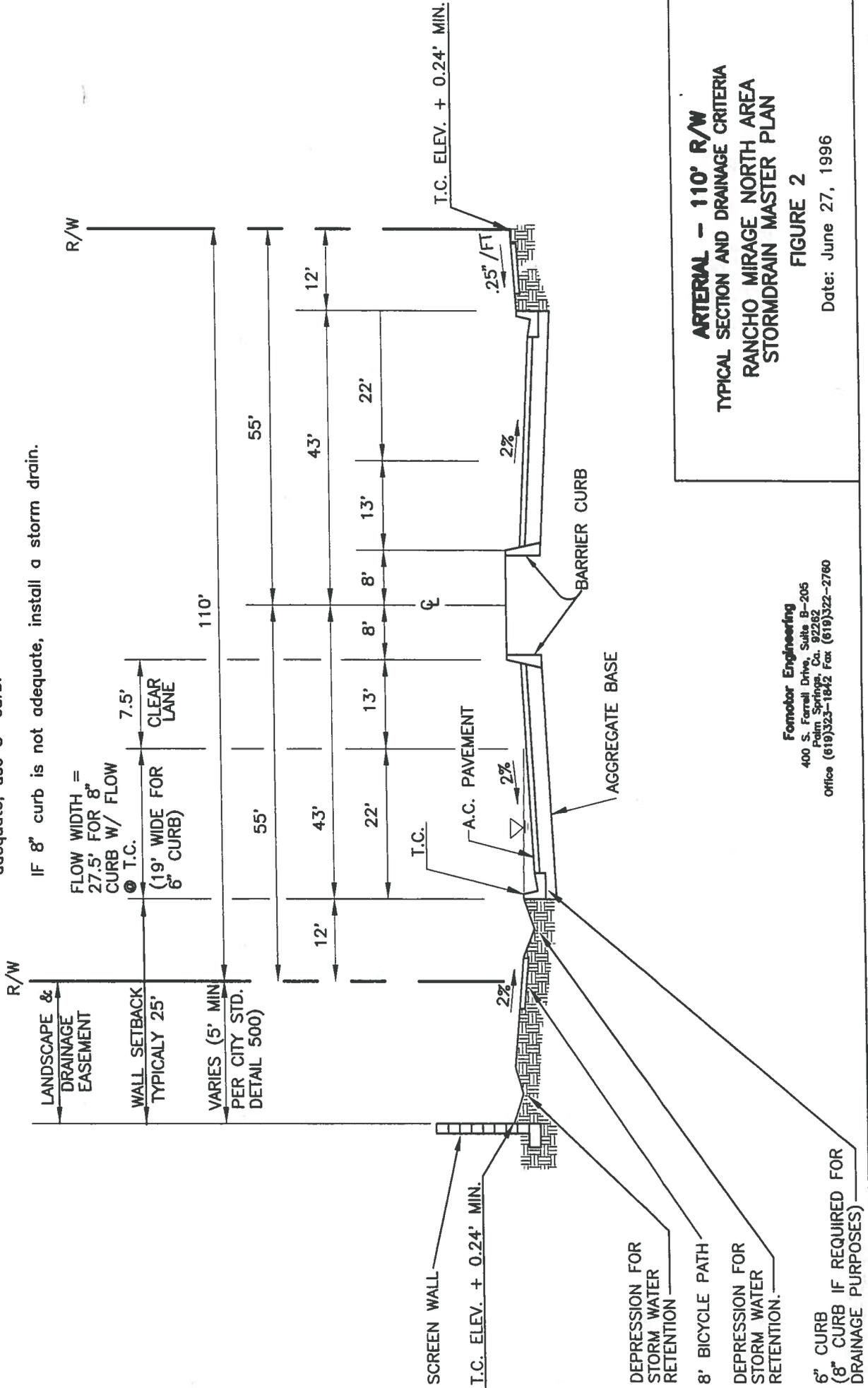
1/. **100 year storm flow** to be retained within the street right of way and landscape/drainage easement with 6" street curb if possible.

IF 6" curb is not adequate, use 8" curb.

IF 8" curb is not adequate, install a storm drain.

2/. **10 year storm flow** to be retained within the street paved section with 6" curb if possible. For streets with 110' right of way or greater, if 6" curb is not adequate, use 8" curb.

IF 8" curb is not adequate, install a storm drain.



ARTERIAL - 110' R/W
TYPICAL SECTION AND DRAINAGE CRITERIA
RANCHO MIRAGE NORTH AREA
STORMDRAIN MASTER PLAN

FIGURE 2

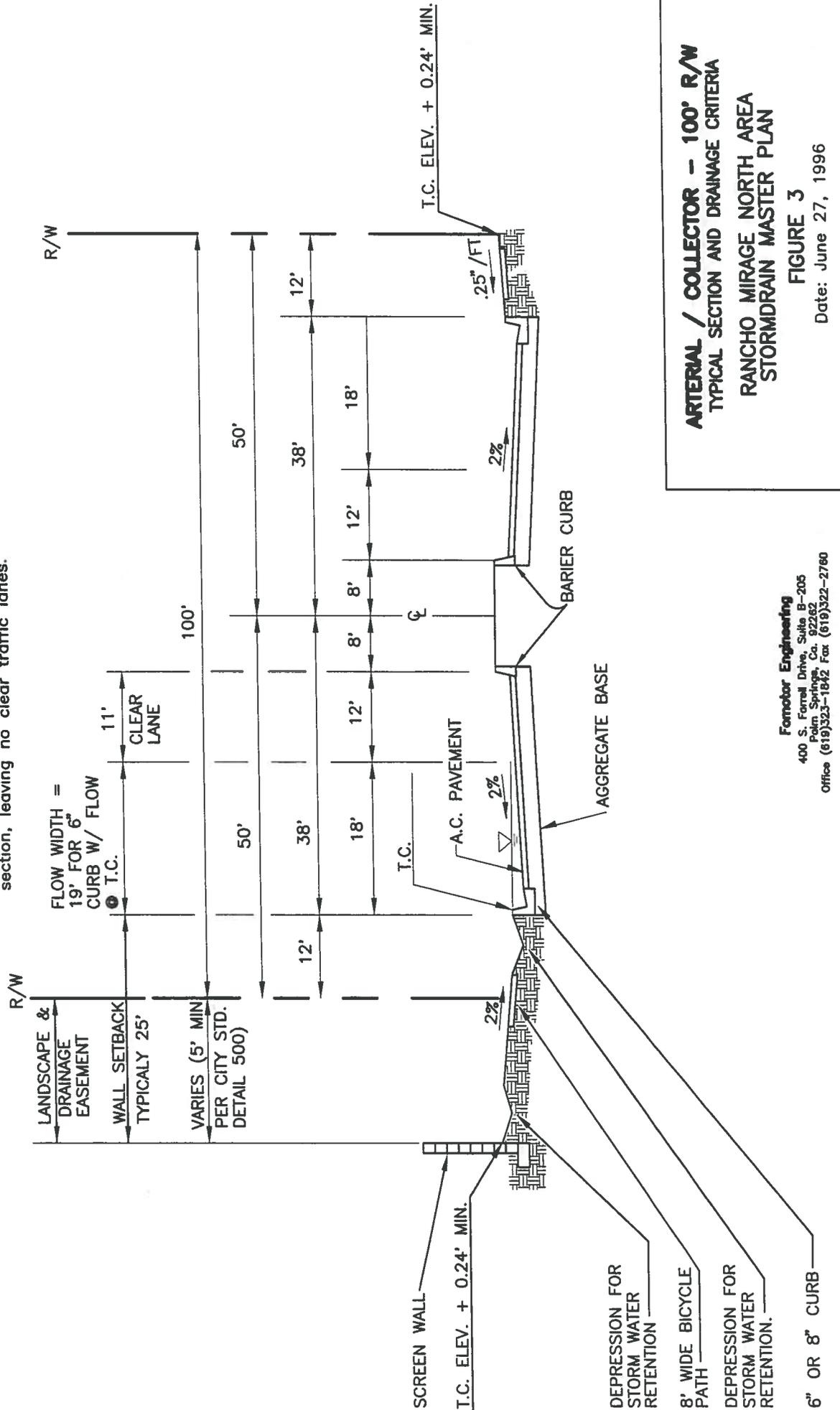
Date: June 27, 1996

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 400 S. Farrell Drive, Suite B-205
 Palm Springs, Ca. 92262
 Office (619)323-1842 Fax (619)322-2760

6" CURB
 (8" CURB IF REQUIRED FOR
 DRAINAGE PURPOSES)

DRAINAGE CRITERIA

- 1/. **100 year storm flow** to be retained within the street right of way and landscape/ drainage easement with 6" street curb if possible.
 IF 6" curb is not adequate, use 8" curb.
 IF 8" curb is not adequate, install a storm drain.
- 2/. **10 year storm flow** to be retained within the street paved section with 6" curb if possible. For streets with 100' right of way or less; if 6" curb is not adequate, install a storm drain instead of using 8" curb. This is because with flow to the top of an 8" curb, storm water will cover almost the entire 1/2 street paved section, leaving no clear traffic lanes.



ARTERIAL / COLLECTOR - 100' R/W
TYPICAL SECTION AND DRAINAGE CRITERIA
RANCHO MIRAGE NORTH AREA
STORMDRAIN MASTER PLAN

FIGURE 3

Date: June 27, 1996

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 Palm Springs, Ca. 92262
 Office (619)323-1842 Fax (619)322-2760

1.5 ANALYSIS AND DESIGN METHODOLOGY

The hydrologic study performed in this Master Drainage Plan was completed under the guidelines of the Riverside County Flood Control and Water Conservation District (RCFCD&WCD) Hydrology Manual. Since the watersheds in this study are individually less than 300 acres, and hence relatively small, the Rational Method was used to determine peak discharge for the drainage areas. The RATTRV computer program, which utilizes the Rational Method as outlined by the hydrology manual, was used to compute peak discharge for areas with surface flows and for storm drains with non-pressure flows. Another computer program called Hydraflow Storm Sewers was also used to analyze areas with pressurized storm drain systems.

The Rational Method is based upon the equation:

$$Q = CIA$$

where:

Q = Peak discharge (cubic feet per second)

C = Coefficient of runoff

I = Rainfall intensity (inches/hour) corresponding to the time of concentration.

A = Area (acres)

The coefficient of runoff C is a ratio of storm water runoff rate to the rate at which rainfall occurs. The coefficient depends on the rainfall intensity, soil classification and cover, percentage of impervious areas, and antecedent moisture conditions.

Retention basin analysis

Per City Staff direction, for drainage areas larger than 75 acres, runoff volumes to the retention/detention basins were computed using the Synthetic unit hydrograph method. The 100 year frequency, 3 hour, 6 hour and 24 hour storm duration hydrographs and runoff volumes were computed using the FLOODSC6/RIV program.

For drainage areas tributary to the proposed retention basins that are less than 75 acres and consist primarily of runoff from public street right of ways, a conservative estimate of the storm water runoff volumes to the Retention Basins was computed based upon the following equation:

$$V = PRA$$

where:

V = Runoff Volume from a 100 year frequency storm of a 24 hour duration storm (Acre-feet)

P = Point Precipitation for 100 year, 24 hour storm from plate E-5.6 of the RCFCD hydrology manual, which is based upon NOAA Atlas 2 data (feet)

R = Runoff / Rainfall ratio

A = Area (acres)

Runoff / Rainfall ratios

LAND USE	RECOMMENDED RANGE	VALUE
Landscaped / turfed area	0.1 - 0.3	0.2
Single family (1/4 acre)	0.4 - 0.6	0.5
Commercial	0.7 - 0.9	0.8
Street right of way	0.7 - 0.9	0.8

Detention Basin Analysis

Per City Staff direction, the Synthetic unit hydrographs for the 3 hour, 6 hour and 24 hour storm durations were developed using the FLOODSC6/RIV program, and the proposed detention basin was sized to adequately route these hydrographs.

Also, based upon discussions with RCFCD, a Inflow hydrograph for routing through the proposed detention basin in this study was developed using the Rational Method. This procedure was used because the drainage area tributary to the detention basin is so small. With this method, the hydrograph peak flow is equivalent to the peak discharge as developed by the Rational formula. For each sub-area the time-to-peak of the hydrograph is equal to the time of concentration. The receding limb of the hydrograph is equal to the time-to-peak x Receding Limb Factor, RLF. A RLF of 1 was used for this study, therefore the hydrograph for each sub-area is an isocoles triangle. These sub-area hydrographs were also combined and routed with the assistance of the computer program called Hydraflow Hydrographs through the proposed detention basin.

1.6 UNIT CONSTRUCTION AND LAND COSTS

Unit costs for land and construction were developed in order to evaluate alternate drainage systems for cost.

Land Costs

It is assumed that the city will acquire only vacant land for the construction of any proposed drainage facilities, including detention and retention basins, so as to minimize costs by avoiding the costly purchase of developed land. The average cost estimations for vacant land were compiled based upon land zoning, location and improvements.

The land costs were estimated based upon a review of land sales comparables provided by a local Real Estate Broker and also based upon the current asking prices for various zoned land parcels in the various study areas.

The vacant land costs developed for use in estimating the right of way costs for the various drainage facilities proposed in this report are listed as follows:

Study Area	Land Use Zoning	Specific Location	Cost Per Acre
Zone 1	Residential R-L-2 & 3	Retention Basins on Country Club Dr. Monterey Ave. & Verbenia	\$90,000
Zone 2	Light Industrial I-L	Retention Basins south of SPRR in Section 19	\$45,000
Zone 2	Light Industrial I-L	Retention Basin at N.E. Cor. of Dinah Shore & Monterey Avenue	\$90,000
Zone 3	Office Space O	Retention Basin at Cor. of Country Club & Bob Hope Drive	\$270,000

Construction Unit Costs

Construction unit costs were developed from various sources including RCFCD project planning cost data (using a base index of 6526.22 per E.N.R., December 1995), bid tabulations from recent RCFCD drainage construction projects and material cost estimates from RCP pipe manufacturers. The Drainage Unit Construction Costs used for this study are shown in Tables 1 and 2.

Storm Drain construction costs were based upon Reinforced Concrete Pipe (RCP) installed with an average ground cover of 6.5 feet and stable soil conditions. The unit costs include excavation, utility support and relocation, pipe delivered to the site and installed, bedding, installation and compaction, manholes, junction structures, catch basins with drywells and traffic control. Also an additional unit cost was listed for pipe installations that includes pavement replacement.

Reinforced concrete box culvert quantities were obtained from CALTRANS Standard Plans. Box culvert costs were estimated based upon a unit quantity of cubic yards / lineal feet (CY/LF) which included excavation, backfill, concrete and steel supply and installation. Any additional cost for pavement replacement over box culverts was added based upon the AC paving unit costs.

The costs for detention/ retention basins were determined based upon excavation, inlet/outlet structure and fencing costs.

STORM DRAIN UNIT CONSTRUCTION COSTS

RCP PIPE DIAMETER (INCHES)	IN PLACE UNIT COST	
	WITHOUT A.C. PAVEMENT REPLACEMENT (\$/LF)	WITH A.C. PAVEMENT REPLACEMENT (\$/LF)
18	\$66	\$75
21	\$71	\$80
24	\$76	\$86
27	\$82	\$93
30	\$87	\$98
33	\$89	\$100
36	\$102	\$114
39	\$109	\$121
42	\$117	\$130
45	\$127	\$140
48	\$137	\$150
51	\$148	\$162
54	\$159	\$173
57	\$170	\$185
60	\$182	\$197
63	\$191	\$206
66	\$199	\$215
69	\$209	\$225
72	\$219	\$236
75	\$229	\$246
78	\$239	\$256
81	\$250	\$268
84	\$263	\$281
87	\$277	\$296

TABLE 1.

DRAINAGE IMPROVEMENT UNIT CONSTRUCTION COSTS

ITEM	UNIT	UNIT COST
REINFORCED CONCRETE BOX CULVERT L>150'	CY.	\$291.0
BASIN EXCAVATION	CY.	\$2.5
MASONRY WALL (6' HIGH)	LF.	\$50.0
CHAIN LINK FENCE (6' HIGH)	LF.	\$10.0

TABLE 2.

Additional Costs

The following additional costs were estimated as a percentage of the construction costs

Engineering and Construction Management	15% of construction cost
City Administration	5% of construction cost
Utility Relocation	5% of construction cost
Storm Drain Right of Way	5% of construction cost
Contingency	<u>10% of construction cost</u>
Total Additional costs	40% of construction cost

2.0 SUMMARY AND RECOMMENDATIONS

2.1 Summary

Project Objective

The objective of the Rancho Mirage North Area Storm Drain Plan was to develop plan alternatives for the design, construction, maintenance and funding of future storm drainage improvements for a 5.4 square mile area in the City of Rancho Mirage, the boundary of which is delineated in figure 1.

Each of the Drainage Plan Alternatives should adequately drain existing and future City street right of ways within the study area and also to drain any existing developments in the study area that currently drain to the public street right of way. The City drainage ordinance requires 100% on-site retention of the 100 year storm water runoff for any future development in excess of one acre, therefore storm water runoff from developable vacant land was not included in this study.

Study Scope of Work: To achieve this objective, the study was divided into the following tasks:

- Field Survey and Aerial Photography was performed over the study area to prepare 400 scale, 2 and 4 foot contour mapping.
- Researched and collected data pertinent to the study.
- Determined a schematic ultimate built out configuration of the future public street system in the area for hydraulic modeling purposes.
- Performed a hydrology/hydraulic analysis of existing drainage conditions and ultimate built out conditions within the study area under the guidelines of the RCFCD&WCD Hydrology Manual. The 10 year and 100 year frequency storm events were modeled. The study area was divided into three Zones to facilitate this analysis.
- Developed alternative drainage systems for each of the three Zones.
- Conceptual design and cost estimates were performed for the proposed drainage systems.
- Performed a financial analysis of the various means by which to fund the proposed drainage improvements.

3.3 ZONE 3

3.31 DESCRIPTION OF THE ZONE 3 WATERSHED

This zone generally drains towards the Whitewater River, primarily along Bob Hope Drive. It consists of Bob Hope Drive and the tributary areas draining into Bob Hope Drive, located south of Frank Sinatra Drive and north of the White Water River. Only 8 acres of land are undeveloped in this Zone. The arterial public streets draining to Bob Hope Drive include Country Club Drive (draining easterly from a high point just east of Morningside Drive into Bob Hope Drive) and the easterly portion of Frank Sinatra Drive .

Portions of the Springs Country Club fronting the north side of Country Club Drive and the west side of Bob Hope Drive appear to drain directly into these two streets. Storm water runoff from the Springs outlets through openings in the development's perimeter screen wall and through under-sidewalk drains into the public street and also from entrance driveways into the Country Club development. Approximately 80 acres of the Springs development drains off-site.

Also residential areas abutting the north side of Country Club, between None Such Road and Kersten Road drain to Country Club (approximately 37 acres).

Portions of the following existing private developments also appear to drain to Bob Hope Drive:

- ◆ A portion of the south east corner of the Desert Island Country Club. (10 acre approx.)
- ◆ Country Club Estates. (35 acre approx.)
- ◆ Park Mirage , a private residential development. (10 acre approx.)
- ◆ A portion of Terra Del Sol, a private residential development. (2.5 acre approx.)
- ◆ The Eisenhower Medical Center parking lot fronting Bob Hope Drive. (10 acre approx.)

Existing storm drain facilities in this zone include:

- There is a 24 inch diameter RCP storm drain in Country Club Drive beginning at Keenan Drive and running westerly along Country Club Drive past Morningside Drive, outletting into the Whitewater River. One 18 inch diameter lateral running through the Springs Country Club drains the low point at the corner of Kensington Drive and Mashie Road, and another drains a low point on Mt Holyoke in the Springs.
- The Bob Hope Drive storm drain system which begins near the corner of Bob Hope Drive and Country Club Drive runs southerly down Bob Hope Drive, outletting into the White Water River. This reinforced concrete pipe (RCP) storm drain varies in size from

42 inches in diameter to 60 inches in diameter. There are many catch basins along this section of Bob Hope Drive that inlet into the system.

- There is a catch basin / storm drain system at the intersection of Bob Hope Drive and Frank Sinatra Drive, with catch basins located at the north west, north east and south east street corners intercepting street storm flows from the north and east directions. The captured storm water is conveyed via a 42 to 60 inch diameter RCP storm drain to an existing retention basin in the Rancho Mirage Country Club.

See the Zone 3 Drainage map (Exhibit C) for the delineation of these drainage areas and existing storm drain facilities.

3.32 ZONE 3 EXISTING DRAINAGE SYSTEM ANALYSIS

The watershed in Zone 3 was analyzed to determine peak 10 and 100 year storm water flow rates in Bob Hope Drive and the other public streets tributary to Bob Hope Drive. Also the hydraulic capacity of the streets and existing storm drains conveying these flows was estimated.

It was generally found that the existing street sections and existing subsurface storm drain systems along Bob Hope Drive and Country Club Drive **will not** adequately convey the estimated 10 and 100 year frequency peak storm water runoff flows from this study area into the Whitewater River, the regional drain.

Country Club Drive was found to have a very flat drainage slope, varying from 0.15% at the west end near Morningside Drive, to 0.38% at Bob Hope Drive. Therefore the street hydraulic capacity varies from about 38 to 61 cubic feet per second (CFS) for flow within the right of way limits on both sides of the street. Whereas the computed peak 10 and 100 year frequency storm flow in Country Club Drive is 125 CFS and 200 CFS respectively. Hence it is evident that the street has insufficient capacity to convey 10 and 100 year frequency storm flows east toward Bob Hope Drive, starting from the Columbia Drive entrance into the Springs Country Club.

Also the existing 24 inch storm drain at the west end of Country Club Drive has a flow capacity of approximately 10 CFS only up to Morningside Drive. The total 10 and 100 year frequency storm tributary runoff to this storm drain from areas within the study zone were estimated to be 54 CFS and 94 CFS respectively. Additionally, peak 10 and 100 year storm runoff from Morningside Drive alone (which is outside of this study area) would add flows to this storm drain that could further reduce the upstream flow capacity by raising the hydraulic grade line in the storm drain at this point. Hence, because the capacity of this storm drain relatively small, it was not included in the drainage modeling for a new system.

Bob Hope Drive

Bob Hope Drive and Frank Sinatra Drive intersection

The catch basin / storm drain system at the intersection of Frank Sinatra Drive and Bob Hope Drive intercepts street storm water flows from the north and east directions and conveys the runoff into a retention basin in the Rancho Mirage Country Club. The peak 10 and 100 year flow to this system was computed to be 22 CFS and 39 CFS respectively, Whereas based upon limited data, we estimate that the existing system could convey a total of only 28 CFS into the retention basin, this amount being only 72% of the 100 year storm peak flow. The storm drains themselves were found to have sufficient capacity to convey the 100 year peak flow of 39 CFS, but the curb inlet catch basins at the north west corner and south east corners of the subject intersection had insufficient inlet capacity and therefore 11 CFS of the total 100 year peak flow would by-pass these catch basins to continue southerly down Bob Hope Drive. We were unable to locate sufficient information to determine whether the retention basin in the Rancho Mirage Country Club was adequately designed to accept current and future tributary off-site runoff volumes in addition to the on-site runoff volume, nor what the basin water level is at peak flow. The basin water level was assumed to be 5 feet above the soffit elevation of the storm drain inlet into the basin for storm drain modeling purposes. We recommend this be confirmed prior to any final storm drain design in this area.

Bob Hope Drive between Frank Sinatra Drive and Country Club Drive

The drainage grade along Bob Hope Drive between Frank Sinatra Drive and Country Club Drive flattens out to a slope varying between 0.16% and 0.47% based upon review of the street improvements plans for this area, with a corresponding half street hydraulic capacity of 20 CFS to 33 CFS. The maximum estimated 10 year and 100 year storm storm flow is 49 CFS and 90 CFS respectively in this portion of Bob Hope Drive, most of which is conveyed along the west side of Bob Hope Drive. The estimated 100 year peak storm water flow in Bob Hope Drive exceeded the street hydraulic capacity of Bob Hope Drive at a point approximately 1,500 feet south of Frank Sinatra Drive.

Bob Hope Drive between Country Club Drive and the Whitewater River

The Bob Hope Drive existing street and sub-surface reinforced concrete pipe storm drain system located between Country Club Drive and the Whitewater River was also found to have insufficient capacity to convey the upstream peak storm flows tributary to the intersection of Country Club Drive and Bob Hope Drive of about 314 CFS, which increased to 427 CFS where Bob Hope intersects the Whitewater River. The street drainage grade along this portion of Bob

Hope Drive is very flat in places and varies between 0.09% and 0.34% with a corresponding hydraulic capacity of 30 CFS to 56 CFS. The existing subsurface storm drain system has a flow capacity at its upstream end of only about 78 CFS and 104 CFS at its downstream end.

3.33 PROPOSED DRAINAGE SYSTEM ALTERNATIVES FOR ZONE 3:

Two storm drain system alternatives were developed to serve this zone. The first alternative consists of a new RCP storm drain system and the second alternative consists of a combined detention basin and RCP storm drain system.

Alternative 1: This alternative comprises the construction of a new storm drain system extending 8,300 feet along Bob Hope Drive from the Whitewater River to a point approximately 1,500 feet south of Frank Sinatra Drive. Also a lateral from Bob Hope Drive would extend westerly along Country Club Drive 4,100 feet to the Columbia Drive entrance into the Springs Country Club. The existing storm drain in Bob Hope Drive would also remain in service.

See figure 11 .

Based upon review of the original construction plans for the existing Bob Hope Drive storm drain we propose that a shallow box culvert be installed along the first 460 feet of the new Country Club Drive storm drain and along 200 feet of Bob Hope Drive south of Country Club Drive to clear existing sewer utility lines.

The preliminary cost projection for this Alternative 1 is \$3,830,000.00.

Alternative 2: This alternative proposes the installation of a new combination retention/detention basin located at one of the corners of the Bob Hope Drive and Country Club Drive intersection. A 2.75 acre site located at the north west corner of the Bob Hope Drive and Country Club Drive intersection was analyzed as an example. New storm drains would drain southerly along Bob Hope Drive 3,800 feet and easterly 4,100 feet along Country Club Drive into this detention basin (see figure 12). A 36 inch diameter RCP pipe would outlet from the detention basin to connect into the first leg of the existing Bob Hope storm drain which discharges into the Whitewater River. The invert elevation of this outlet in the basin is limited to about a 4 foot depth below the existing grade (ie. a 220 outlet elevation) since the existing Bob Hope Storm drain is very shallow at the connection point for this proposed storm drain outlet.

City staff indicated a preference for a combination retention/detention basin with the basin bottom elevation a number of feet below the discharge line inlet elevation (5 feet in this case). Such a basin was computer modeled, with a 9 feet depth and a total capacity of 14.4 acre-feet. The maximum water depth in the basin was computed to be 8.9 feet for the 100 year frequency storm. Ground percolation would be relied upon to empty the portion of the basin located below the discharge line inlet elevation. Such a basin could be used for recreational purposes as well as

storm water retention. A landscape architect can help tastefully incorporate this basin into its location by considering the aesthetics of the finished facility, rather than having an unattractive hole in the ground.

See figure 13 for the conceptual design of the detention basin

The preliminary cost projection for this Alternative 2 is \$3,240,600.00.

A third alternative was briefly considered where an additional storm drain would be extended westerly along Country Club Drive from Kersten Road to the Whitewater River, but this scenario was determined to be significantly more expensive than the first two alternatives.

3.34 Discussion and Evaluation of Storm Drain Alternatives 1 and 2

Alternative 1 proposes the construction of a Reinforced Concrete Pipe Storm Drain System along Country Club Drive and Bob Hope Drive to drain, along with the existing storm drain in Bob Hope Drive, the public street 100 year frequency storm runoff in the area into the Whitewater River. The preliminary cost projection is \$3,830,000.00.

Alternative 2 proposes the construction of a combination retention/ detention basin at the corner of Country Club Drive and Bob Hope Drive, in lieu of a new storm drain extending along Bob Hope Drive from Country Club Drive southerly to the Whitewater River as delineated in Alternative 1. This option would reduce the amount of construction and traffic control that would occur in Bob Hope Drive if the Storm Drain was installed, but it would use approximately 2.75 acres of prime commercial land to site the basin.

The preliminary cost projection for this alternative is \$3,240,600.00.

Alternative 2 appears to be the more cost effective option.

Some additional potential benefits of a Detention/ Retention Basin in this Zone include:

- It will reduce the size of necessary flood control and drainage facilities downstream by reducing the peak rates of storm water runoff.
- It can reduce sediments carried in floodwater to downstream areas.
- It can provide increased opportunity for water conservation, recreation, parks, and open space.

Some potential problems with a Detention/ Retention Basin in this zone include:

- The basin may collect sediment and other debris. Over time, this problem would reduce

the basin's storage capacity. Sediment removal can be costly. Regularly scheduled inspections and basin sediment removal should be performed.

- Retention basins can become unsightly and collect rodents and other pests. A complete and regular inspection program can solve this problem.
- Weed growth in retention basins can pose a fire hazard. Regular inspection and maintenance will solve the problem.
- Basins can become attractive nuisances, with the potential for vandalism, accidents (particularly to children), and dumped waste. Security fencing and regular inspections and maintenance can solve the problem.

PRELIMINARY COST AND QUANTITY PROJECTION

FOR THE ZONE 3

COUNTRY CLUB DRIVE/BOB HOPE DRIVE RETENTION BASIN

	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
1	BASIN EXCAVATION	23,300	C.Y.	\$2.50	\$58,250.00
2	STORM DRAIN (36")	275	L.F.	\$72.00	\$19,800.00
3	INLET/OUTLET STRUCTURES	1	L.S.	\$50,000.00	\$50,000.00
4	MASONRY FRONTAGE WALL	1,000	L.F.	\$50.00	\$50,000.00
5	CHAIN LINK FENCE	770	L.F.	\$10.00	\$7,700.00
6	PROPERTY ACQUISITION	2.75	ACRE	\$270,000.00	\$742,500.00
7					
8		SUBTOTAL			\$928,250.00
9		ADDITONAL COSTS 35%			\$324,887.50
10					
11		TOTAL			\$1,253,137.50
12					

Proposed Storm Drain System

TO COLLECT STREET RUNOFF FROM AN AREA BOUNDED BY FRANK SINATRA
DRIVE SOUTH TO THE WHITE WATER RIVER, BETWEEN BOB HOPE DRIVE AND
MORNINGSIDE

PRELIMINARY COST PROJECTION Zone 3/Alternative 1

Date: April 07, 1997

Line #	100 Year Flow (CFS)	Pipe Diameter (Inches)	Length (Feet)	Cost/Foot (\$)	Cost (\$)
10	28	30	750	\$98	\$73,500
11	30	36	400	\$114	\$45,600
12	35	36	200	\$114	\$22,800
13	43	36	400	\$114	\$45,600
14	50	36	620	\$114	\$70,680
15	65	42	730	\$130	\$94,900
16	67	48	400	\$150	\$60,000
17	80	54	200	\$173	\$34,600
20	58	42	400	\$130	\$52,000
21	83	54	450	\$173	\$77,850
22	105	54	300	\$173	\$51,900
23	128	60	350	\$197	\$68,950
24	144	60	300	\$197	\$59,100
25	144	72	400	\$236	\$94,400
26	172	72	400	\$236	\$94,400
27	188	78	1100	\$256	\$281,600
28	202	48 x 96b	460	\$289	\$132,940
30	314	48 x 96b	200	\$289	\$57,800
31	314	84	1000	\$281	\$281,000
32	314	84	2100	\$281	\$590,100
33	323	84	1200	\$281	\$337,200
34	9	30	600	\$98	\$58,800
				SUBTOTAL	\$2,685,720
					\$50,000
					\$1,094,288
					\$3,830,008

Proposed Storm Drain System

TO COLLECT STREET RUNOFF FROM AN AREA BOUNDED BY FRANK SINATRA
DRIVE SOUTH TO THE WHITE WATER RIVER, BETWEEN BOB HOPE DRIVE AND
MORNINGSIDE

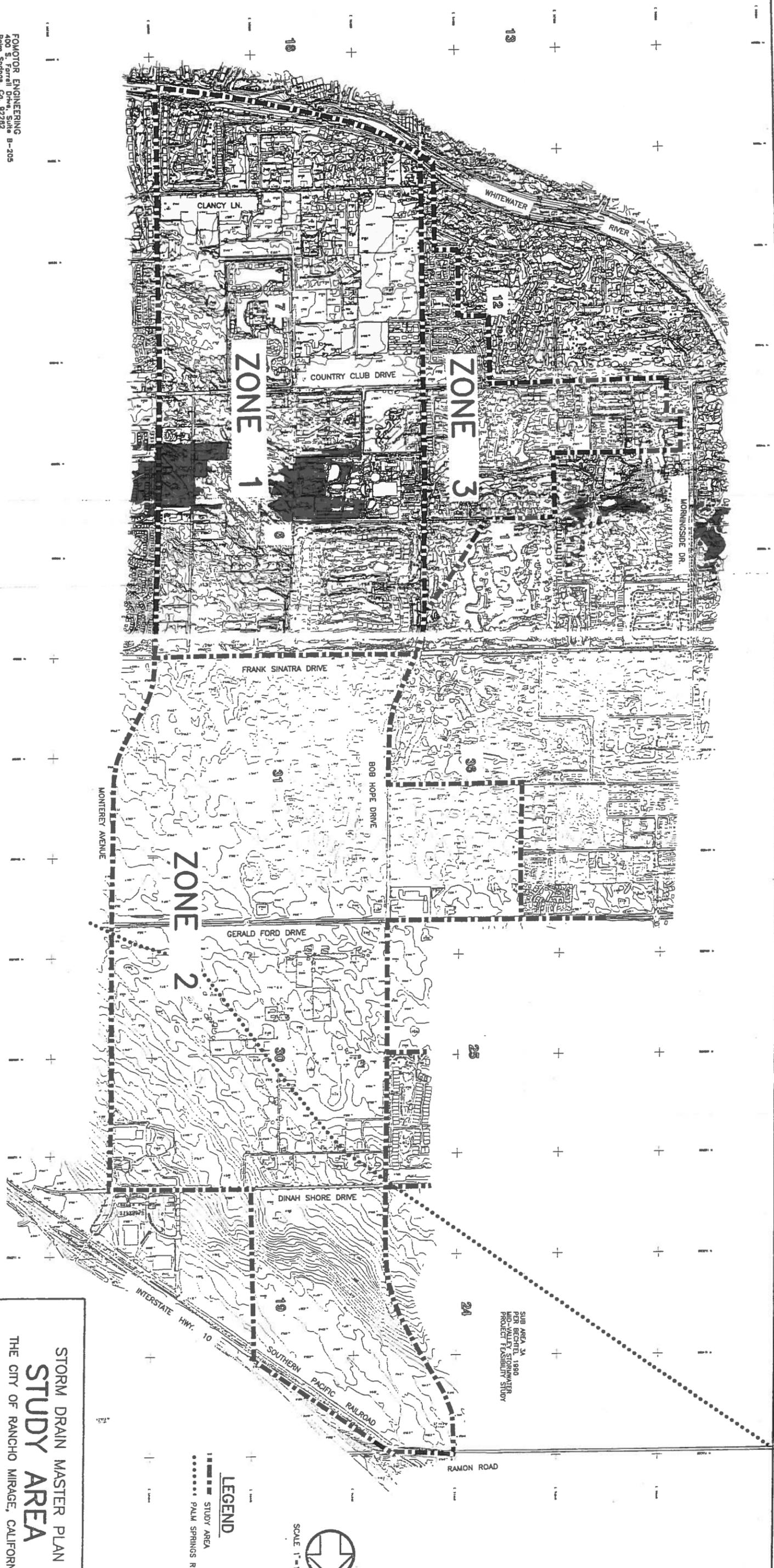
PRELIMINARY COST PROJECTION ZONE 3/Alternative 2

Date: April 07, 1997

Line #	100 Year Flow (CFS)	Pipe Diameter (Inches)	Length (Feet)	Cost/Foot (\$)	Cost (\$)
10	28	30	750	\$98	\$73,500
11	30	36	400	\$114	\$45,600
12	35	36	200	\$114	\$22,800
13	43	36	400	\$114	\$45,600
14	50	36	620	\$114	\$70,680
15	65	42	730	\$130	\$94,900
16	67	48	400	\$150	\$60,000
17	80	54	200	\$173	\$34,600
20	58	42	400	\$130	\$52,000
21	83	54	450	\$173	\$77,850
22	105	54	300	\$173	\$51,900
23	128	60	350	\$197	\$68,950
24	144	60	300	\$197	\$59,100
25	172	72	400	\$236	\$94,400
26	188	72	400	\$236	\$94,400
27	202	78	1100	\$256	\$281,600
28	314	48 x 96b	460	\$289	\$132,940
34	9	30	600	\$98	\$58,800
				SUBTOTAL	\$1,419,620
					\$567,848
					\$1,253,137
					\$3,240,605

FOMOTOR ENGINEERING
 400 S. Farrell Drive, Suite B-205
 Palm Springs, Ca. 92262
 Office (619)-323-1842 Fax (619) 322-2700

STORM DRAIN MASTER PLAN
STUDY AREA
 THE CITY OF RANCHO MIRAGE, CALIFORNIA
 FIGURE 1



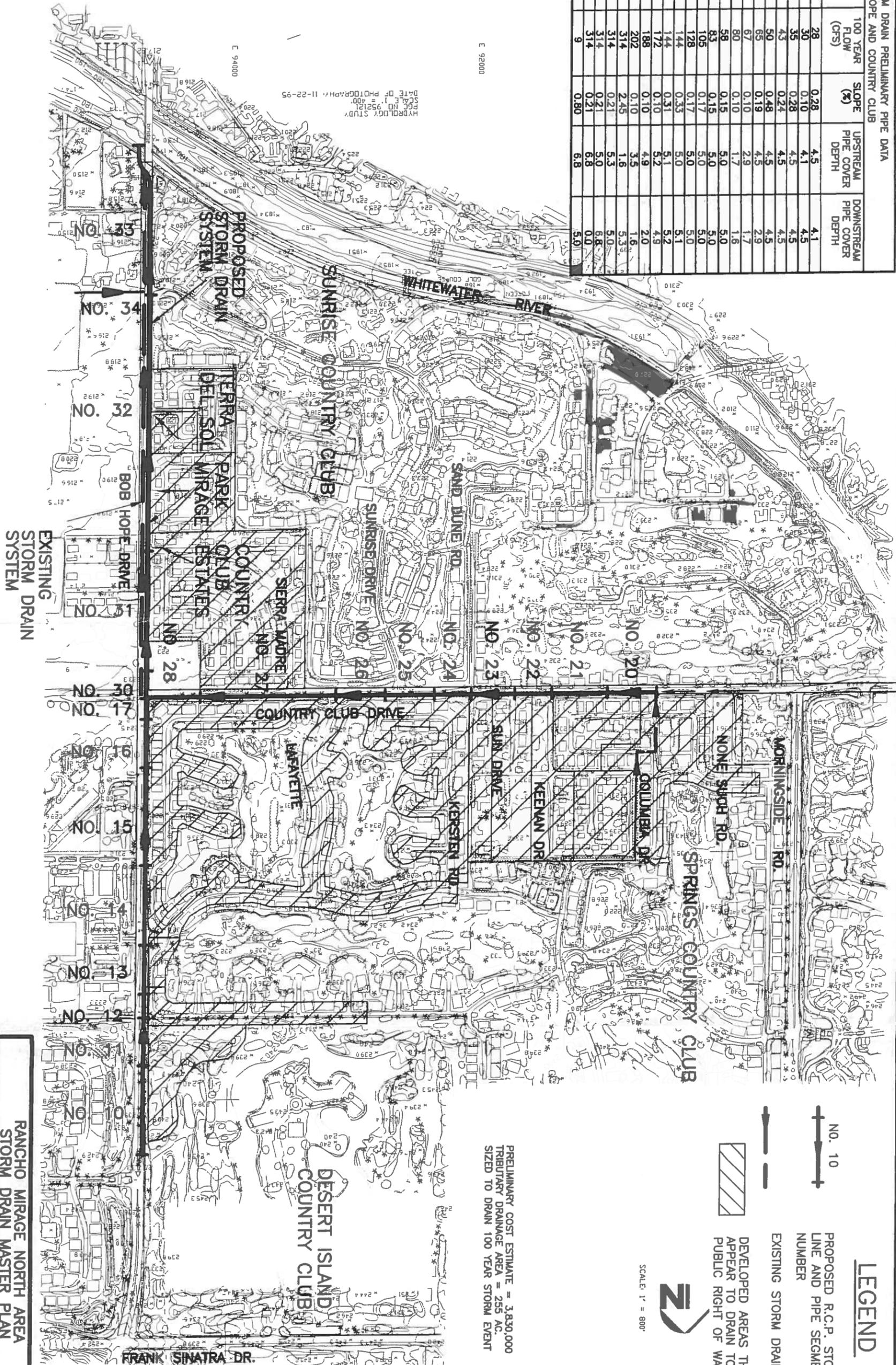
SUB AREA 3A
 PER BECHTEL 1990
 MID-VALLEY STORMWATER
 PROJECT FEASIBILITY STUDY

LEGEND
 ■■■■■ STUDY AREA
 PALM SPRINGS RIDGE LINE

SCALE 1"=1500'


PROPOSED STORM DRAIN PRELIMINARY PIPE DATA
BOB HOPE AND COUNTRY CLUB

PIPE NO.	DIAMETER (INCHES)	LENGTH (FEET)	100 YEAR FLOW (CFS)	SLOPE (%)	UPSTREAM PIPE COVER DEPTH	DOWNSTREAM PIPE COVER DEPTH
10	30	750	28	0.28	4.5	4.1
11	36	400	30	0.10	4.1	4.5
12	36	200	35	0.28	4.5	4.5
13	36	400	43	0.24	4.5	4.5
14	36	620	50	0.48	4.5	4.5
15	42	730	65	0.19	4.5	2.9
16	48	400	67	0.10	2.9	1.7
17	54	200	80	0.10	1.7	1.6
20	42	400	58	0.15	5.0	5.0
21	54	450	83	0.15	5.0	5.0
22	54	300	105	0.17	5.0	5.0
23	60	350	128	0.17	5.0	5.0
24	60	300	144	0.33	5.0	5.1
25	72	400	144	0.31	5.1	5.2
26	72	400	172	0.10	5.2	4.9
27	78	1100	188	0.10	4.9	2.0
28	48X96B	460	202	0.10	3.5	1.6
30	48X96B	200	314	2.45	1.6	5.3
31	84	1000	314	0.21	5.3	5.0
32	84	2100	314	0.21	5.0	6.8
33	84	1200	314	0.21	6.8	0.0
34	30	600	9	0.80	6.8	5.0



LEGEND

NO. 10

PROPOSED R.C.P. STORM DRAIN LINE AND PIPE SEGMENT NUMBER

EXISTING STORM DRAIN

DEVELOPED AREAS THAT APPEAR TO DRAIN TO THE PUBLIC RIGHT OF WAY.

PRELIMINARY COST ESTIMATE = 3,830,000
TRIBUTARY DRAINAGE AREA = 255 AC.
SIZED TO DRAIN 100 YEAR STORM EVENT

SCALE: 1" = 800'

RANCHO MIRAGE NORTH AREA
STORM DRAIN MASTER PLAN

ZONE 3
PROPOSED STORM DRAIN SYSTEM
ALTERNATIVE 1

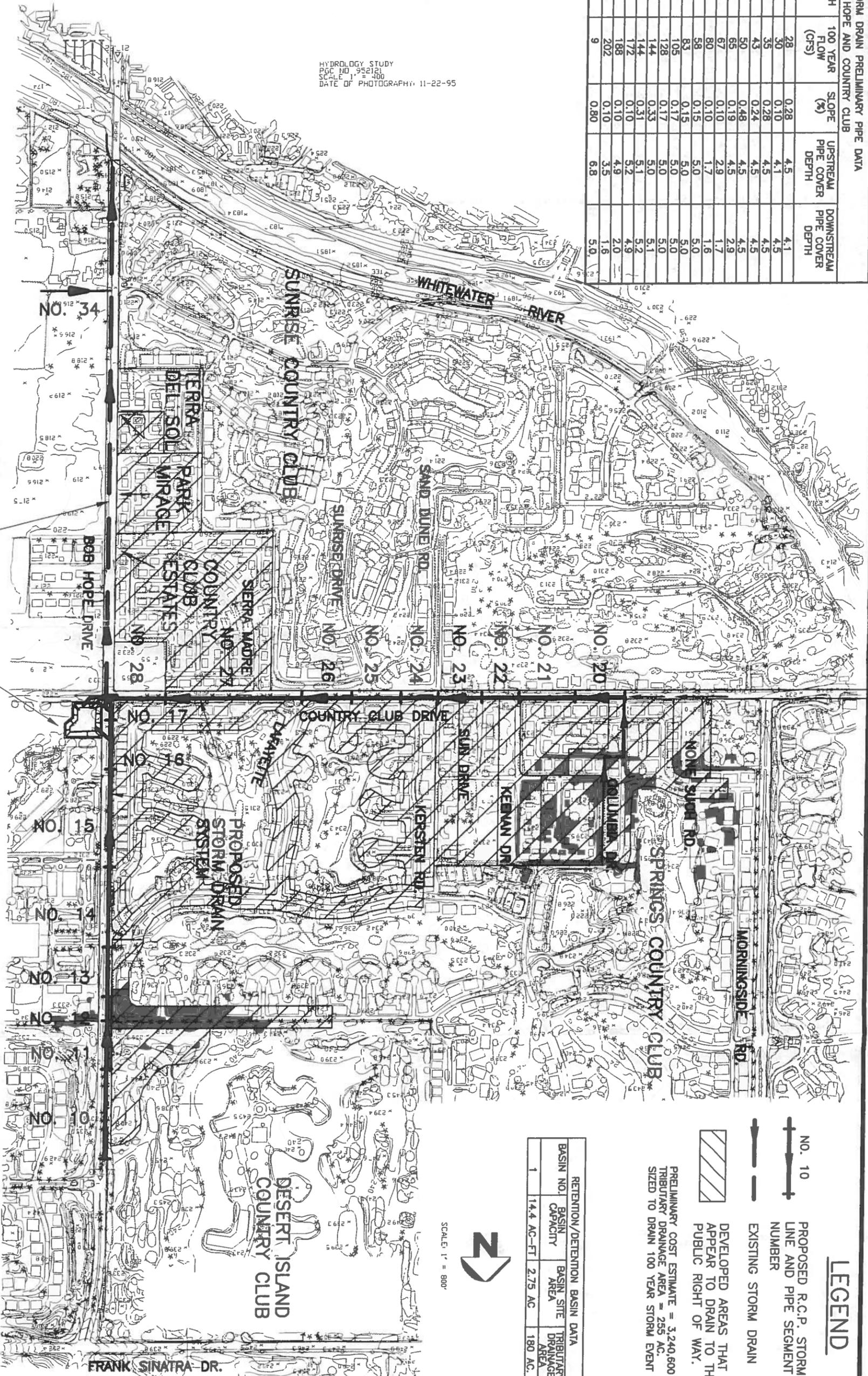
FIGURE 11

FOMOTOR ENGINEERING
400 S. Farrell Drive, Suite B-205
Palm Springs, Ca. 92262
Office (619)-323-1842 Fax (619) 322-2760

PROPOSED STORM DRAIN PRELIMINARY PIPE DATA

PIPE NO.	DIAMETER (INCHES)	LENGTH (FEET)	100 YEAR FLOW (CFS)	SLOPE (%)	UPSTREAM PIPE COVER DEPTH	DOWNSTREAM PIPE COVER DEPTH
10	30	750	28	0.28	4.5	4.1
11	36	400	30	0.10	4.1	4.5
12	36	200	35	0.28	4.5	4.5
13	36	400	43	0.24	4.5	4.5
14	36	620	50	0.48	4.5	4.5
15	42	730	65	0.19	4.5	4.5
16	48	400	67	0.10	2.9	1.7
17	54	200	80	0.10	1.7	1.6
20	42	400	58	0.15	5.0	5.0
21	54	450	83	0.15	5.0	5.0
22	54	300	105	0.17	5.0	5.0
23	60	350	128	0.17	5.0	5.0
24	60	300	144	0.33	5.0	5.1
25	72	400	144	0.31	5.1	5.2
26	72	400	172	0.10	5.2	4.9
27	78	1100	188	0.10	4.9	2.0
28	48X96b	460	202	0.10	3.5	1.8
34	30	600	9	0.80	6.8	5.0

HYDROLOGY STUDY
 PGC NO. 952121
 SCALE 1" = 100'
 DATE OF PHOTOGRAPHY: 11-22-95



LEGEND

- NO. 10

 PROPOSED R.C.P. STORM DRAIN LINE AND PIPE SEGMENT NUMBER
- EXISTING STORM DRAIN
- DEVELOPED AREAS THAT APPEAR TO DRAIN TO THE PUBLIC RIGHT OF WAY.

PRELIMINARY COST ESTIMATE = 3,240,600
 TRIBUTARY DRAINAGE AREA = 255 AC.
 SIZED TO DRAIN 100 YEAR STORM EVENT

RETENTION/DETENTION BASIN DATA		
BASIN NO.	BASIN CAPACITY	TRIBUTARY DRAINAGE AREA
1	14.4 AC-FT	2.75 AC



SCALE: 1" = 800'

EXISTING STORM DRAIN SYSTEM
 RETENTION/DETENTION BASIN

RANCHO MIRAGE NORTH AREA
 STORM DRAIN MASTER PLAN

ZONE 3
 PROPOSED STORM DRAIN SYSTEM ALTERNATIVE 2

FIGURE 12

EXHIBIT "B"
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
(See Attached)

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

This Agreement for Design Professional Services (hereinafter, "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between the City of Rancho Mirage, a municipal corporation in the County of Riverside, State of California (hereinafter, the "City") and _____, a _____ (hereinafter, "Design Professional").

RECITALS

WHEREAS, the City desires to utilize the services of Design Professional, as an independent contractor, to provide the City with certain professional design services related to _____ (hereinafter, the "Services"); and

WHEREAS, Design Professional 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; and

WHEREAS, the City desires to retain Design Professional, and Design Professional desires to serve the City to render these professional services as set forth in this Agreement and subject to all applicable federal, state or local laws and regulations.

AGREEMENT

SERVICES OF CONSULTANT

1. Scope of Services; Extra Work.

A. Design Professional shall furnish the Services described in the Scope of Services, attached hereto as Exhibit "A," and incorporated herein by this reference. Design Professional shall provide said services at the time, place, and in the manner specified in the Scope of Services. In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

B. At any time during the term of this Agreement, City may request that Design Professional perform Extra Work. As used herein, Extra Work means any work that 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. Design Professional shall not perform, nor be compensated for, Extra Work without written authorization from the City. Design Professional shall perform the Extra Work in the manner specified herein.

2. Familiarity with Work.

A. Design Professional warrants that it has thoroughly investigated and considered the Scope of Services, has carefully considered how the services

should be performed and fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

B. If the services involve work upon any site, Design Professional warrants that it has, or will, investigate the site and is or will be fully acquainted with the existing conditions, prior to commencement of services hereunder. Should the Design Professional discover any latent or unknown conditions that may materially affect the performance of the services hereunder, it shall immediately inform the City of such fact and shall not proceed without written instructions from the City except at its own risk.

3. Standard of Care. Services shall be performed by Design Professional in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California. By delivery of completed work, Design Professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the professional standard of care in California. Design Professional shall perform such services and duties in conformance with and consistent with that degree of care and skill consistent with the generally accepted professional standards prevailing at the time the work is performed. In addition, Design Professional represents that its work product does not infringe on any other copyrighted work. If Design Professional's work does infringe on any other copyrighted work, this constitutes willful misconduct under this Agreement.

4. Independent Evaluation. Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations, and all other contingencies or design considerations. Data calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local or other conditions is not warranted or guaranteed, either expressly or impliedly, by the City.

5. Licenses.

A. Design Professional represents and warrants to the City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which is legally required to practice its profession as well as perform the services as set forth herein.

B. Design Professional represents and warrants to the City that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Design Professional to practice its profession.

C. Design Professional shall maintain a valid City of Rancho Mirage business license.

COMPENSATION

6. Contract Sum. For the services rendered pursuant to this Agreement, Design Professional shall be paid compensation in accordance with the Fee Proposal attached hereto and incorporated herein by this reference as Exhibit "B," but in no event shall Design Professional's compensation exceed _____ Dollars and ____ Cents (\$_____.____) without additional written authorization from the City.

7. Payment.

A. Design Professional shall submit monthly billings to City describing the work performed during the preceding month. Design Professional'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 reimbursable expenditures.

B. The City shall pay Design Professional no later than 30 days after approval of the monthly 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.

C. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until City has accepted the final work under this Agreement.

PERFORMANCE SCHEDULE

8. Term and Time of Performance. The term of this Agreement shall, and the services of Design Professional are to commence upon execution of this Agreement and shall continue until the City approves all authorized work. All such work shall commence on _____, and be completed by no later than _____.

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

COORDINATION OF WORK

10. Independent Design Professional. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Design Professional, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Design Professional's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. It is understood that Design Professional, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Design Professional shall obtain no rights to any compensation, benefits, or retirement benefits that accrue to the City's employees and not to independent contractors, and it hereby expressly waives any claim it may have to any such rights.

11. Civil Code Section 1542 Waiver. Design Professional 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. Design Professional 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

12. Conflicts of Interest.

A. Design Professional (including principals, associates and professional employees) covenants and represents that it does not now 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 of income, interest in real property or investment which would be affected in any manner or degree by the performance of Design Professional's services hereunder. Design Professional 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. The City has determined that Design Professional is not a designated employee within the meaning of the Political Reform Act.

13. Assignment and Subcontracting. The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience and competence of Design Professional. Assignments of any or all rights, duties or obligations of the Design Professional under this Agreement will be permitted only with the express consent of the City. Design Professional shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City, or except to the extent that Exhibit "A" may reflect use of subcontractors by Design Professional. If the City consents to such subcontract, Design Professional 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 otherwise required by law.

REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF DESIGN PROFESSIONAL

14. Design Professional represents and acknowledges the following:

A. The City is not required to provide any training or legal counsel to Design Professional or its employees in order for Design Professional to perform the services described in this Agreement.

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

C. Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Design Professional on a continuing basis after termination of this Agreement.

D. 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, or retained as an independent contractor, by Design Professional to perform the services described in this Agreement.

E. Design Professional 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.

15. The City represents and acknowledges the following:

A. Design Professional is not required to comply with daily instructions from City staff with respect to when, where or how Design Professional must perform the services set forth in this Agreement.

B. Design Professional is solely responsible for determining who, under the supervision or direction of Design Professional, will perform the services set forth in this Agreement.

C. The City will not hire, supervise or pay any assistants working for Design Professional pursuant to this Agreement.

D. Nothing in this Agreement shall be interpreted to imply that Design Professional must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

E. Except for attendance at certain required meetings, it is the sole responsibility of Design Professional to set the hours in which it performs or plans to perform the services set forth in this Agreement.

F. Design Professional 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.

G. Except for attendance at certain required meetings, Design Professional is not required to perform the services set forth in this Agreement on City-owned property.

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

I. Design Professional is not required to perform the services set forth in this Agreement in any particular order or sequence.

RECORDS AND REPORTS

16. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Design Professional, 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 Design Professional for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Design Professional or to any other party. Design Professional shall, at their expense, provide such reports, plans, studies, documents and other writings to the City upon written request.

17. Licensing of Intellectual Property.

A. This Agreement creates a nonexclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or

otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Design Professional under this Agreement ("Documents and Data").

B. Design Professional shall require all subcontractors to agree in writing that the City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

C. Design Professional represents and warrants that it has the legal right to license any and all Documents and Data it provides to the City under this Agreement.

18. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, photographs, computer program data, input record data, written information, and other Documents and Data either created by or provided to Design Professional in connection with the performance of this Agreement shall be held confidential by Design Professional. Design Professional shall not, without the prior written consent of City, use such materials 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. Design Professional shall not use the City's insignia or photographs relating to project for which Design Professional's services are rendered, or any publicity pertaining to the Design Professional'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 City.

19. Books and Records.

A. Design Professional 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 (3) years, or for any longer period required by law, from the date of final payment to Design Professional under this Agreement.

B. Design Professional shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) 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 City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Design Professional's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Design Professional's business, City may, by written request by 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 in City Hall. Access to such records and documents shall be granted to any party authorized by Design Professional, Design Professional's representatives, or Design Professional's successor-in-interest.

INSURANCE

20. Insurance Requirements.

A. Policies. Design Professional, at Design Professional's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;

i. Worker's Compensation Coverage. Design Professional shall procure and maintain, at its own expense, Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. If any class of employees employed by Design Professional pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Design Professional shall provide adequate insurance for protection of such employees to the satisfaction of the City. Design Professional 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.

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

iii. Automobile Liability Coverage. Design Professional shall procure and maintain, at its own expense, automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Design Professional arising out or of 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 in the aggregate (\$2,000,000).

iv. Professional Liability Coverage. Design Professional shall procure and maintain, at its own expense, professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Design Professional's Services, whether such Services are performed by Design Professional or by its employees, subcontractors, or sub-consultants, to the extent such persons other than Design Professional are permitted to perform any of the Services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate.

B. Endorsements. Unless otherwise specified herein, 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:

i. 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 insureds with respect to liability arising out of work performed by or on behalf of the Design Professional, including materials, parts or equipment furnished in connection with such work or operations.

ii. 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.

iii. 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.

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

v. 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.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

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,

Design Professional shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. Certificates of Insurance. Design Professional 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. Current certification of insurance shall be kept 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 Design Professional to perform any part of the Services, Design Professional agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Design Professional enters into contracts or whom Design Professional 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. Design Professional 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, Design Professional 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. Design Professional 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, Design Professional 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.

INDEMNIFICATION

21. Indemnity. To the fullest extent permitted by law, the Design Professional, as defined in Section 2782.8 of the Civil Code, shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution)

regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Design Professional or the acts or omissions of an employee, agent or subcontractor of the Design Professional. The provisions of this paragraph shall survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions hereof relating to insurance.

ENFORCEMENT OF AGREEMENT

22. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Design Professional. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

23. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions under this Agreement. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

24. Default.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

D. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

25. Rights and 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.

26. Controlling Law Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Litigation Expenses and Attorneys Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys fees.

28. 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 one 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.

29. Authority to Enter Agreement. Design Professional has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. Termination. The City may terminate this Agreement immediately for cause. The City may terminate this Agreement without cause upon fifteen days written notice of termination. Upon termination, Design Professional shall be entitled to compensation for services performed up to the effective date of termination.

PRINCIPAL REPRESENTATIVES

31. _____, is designated as Design Professional'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. Design Professional'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 Design Professional's designated Principal Representative shall not be reassigned, without the express written consent of both parties.

32. The City's _____, _____, shall be the Principal Representative of the City for purposes of communicating with Design

Professional on any matter associated with the performance of the services set forth in this Agreement.

CITY OFFICERS AND EMPLOYEES

33. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Design Professional, 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 the Design Professional or to its successor, or for breach of any obligation of the terms of this Agreement.

34. Prohibited Interests. Design Professional maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee or independent contractor working solely for Design Professional, to solicit or secure this Agreement. Further, Design Professional warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee or independent contractor working solely for Design Professional, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

35. Equal Opportunity Employment. Design Professional 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, Design Professional 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.

MISCELLANEOUS

36. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to the City:

_____, _____
City of Rancho Mirage
69-825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760)
Facsimile: (760)
Email: _____@ranchomirageca.gov

If to Design Professional: _____, _____

Telephone: (____) _____

Facsimile: (____) _____

Email: _____

37. Amendments. This Agreement may be modified or amended only by a written document executed by both Design Professional and the City and approved as to form by the City Attorney.

38. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

39. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

40. Labor Laws; Prevailing Wages.

A. All work or services performed within the State of California pursuant to this Agreement by Design Professional, Design Professional's employees and independent contractors, or its subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any person not lawfully permitted to perform said work or services in the State of California or the United States of America. Documentation must be promptly submitted to the City at the request of the City, for the purpose of determining whether or not the work or services provided pursuant to this Agreement are being provided in compliance with this section.

B. Design Professional 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, Design Professional 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.

C. Design Professional and all of Design Professional's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the project site where work is to be performed, in accordance with Labor Code Section 1773.2. Design Professional shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Design Professional's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Design Professional shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Design Professional and any and all of its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. Additionally, in accordance with Section 1815 of the Labor Code, work performed by employees of Design Professional and all subcontractors, if any, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 1/2 times the basic rate of pay.

D. Design Professional and all subcontractors hired to perform any work for the subject project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Design Professional or affected

subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Design Professional and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Design Professional's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

E. Notwithstanding anything else to the contrary, Design Professional hereby acknowledges that all contractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Design Professional represents and warrants that Design Professional is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Design Professional entering into any contracts with any subcontractor, Design Professional shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

41. Right to Independent Investigation. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Design Professional's personnel who perform work required in the Scope of Services, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of the area where work is to be performed. If the City makes a reasonable determination that any of Design Professional's prospective or then current personnel is deemed objectionable, then the City may notify Design Professional of the same. Design Professional shall not use that personnel to perform work required in the Scope of Services, and if necessary, shall replace him or her with another suitable worker.

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

CITY OF RANCHO MIRAGE

DESIGN PROFESSIONAL

Randal K. Bynder, City Manager

Its: _____
(Title)

APPROVED AS TO CONTENT:

Name, Director of _____

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

**SEE ATTACHED
PROPOSAL DATED _____**

EXHIBIT "B"

FEE SCHEDULE

**SEE ATTACHED
FEE PROPOSAL**

EXHIBIT "C"

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of _____ ("Company") having submitted a proposal to the City of Rancho Mirage Request for Proposals for **DESIGN SERVICES FOR NORTH AREA ZONE 3 DRAINAGE**, dated **January 15, 2016** that the City requires Company to comply with certain insurance requirements as set forth in Section 20 ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the RFP), I represent that I am authorized to sign on behalf of the insurance company listed below ("Insurer"), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Company, shall furnish all the insurance endorsements prescribed in the Insurance Provisions as respecting worker's compensation and/or commercial general liability and/or commercial vehicle liability insurance and/or professional liability [PLEASE CHECK ALL THAT APPLY].

Name of Insurer [Print]

Name, Title [Print]

Signature

Date: _____