

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

**REQUEST FOR PROPOSALS
FOR ON-CALL SURVEY AND CIVIL ENGINEERING PLAN REVIEW
CONSULTING SERVICES**

**Issued:
NOVEMBER 17, 2020**

**FOR PROBLEMS DOWNLOADING RFP OR SUBMITTING FORM,
PLEASE CONTACT THE FOLLOWING PERSONS BY EMAIL OR PHONE:
Lori Lafond, loril@ranchomirageca.gov or Gloria Griego, gloriag@ranchomirageca.gov
Phone: (760) 324-4511**

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**CITY OF RANCHO MIRAGE
REQUEST FOR PROPOSALS
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ANNOUNCEMENT

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced consultants to provide on-call survey and civil engineering plan review consulting services and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP. Once the Agreement(s) is executed, the City may extend the annual on-call plan review services for up to three (3) additional one (1) year contract time extensions.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **4:00 P.M. on MONDAY, DECEMBER 14, 2020**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR ON-CALL SURVEY AND CIVIL ENGINEERING PLAN REVIEW CONSULTING SERVICES - DO NOT OPEN WITH REGULAR MAIL**" to:

City of Rancho Mirage
Attn: Leland E. Cole, City Engineer
69825 Highway 111
Rancho Mirage, California 92270

SCOPE OF SERVICES:

Project Description

This RFP is for On-Call Surveyor and Civil Engineering Plan Review Services which the detail scope will be determined as the needs for these services arise during the course of the year.

Scope of Services

This Scope of Work is comprised of two (2) disciplines: review of documents or plans requiring Licensed Civil Engineer review, and review of documents or plans requiring Licensed Surveyor review. Consultants are invited to respond to one or both disciplines that are within their area(s) of expertise. A separate proposal must be submitted for each discipline to be considered for that discipline.

The City anticipates that this RFP will result in the creation of an On-Call List of Prequalified Plan Review Consultants (at least three) in each discipline listed in this RFP.

By the City having multiple plan review options, companies can continue to submit plans of their own, that would be reviewed by the alternate companies. Plans to be reviewed will be distributed at the City's discretion in response to workload considerations and based on quality of work product produced, timely submittal of deliverables and ability to meet City's expectations. Therefore, the City is not making any promises about volume of work that will be available.

Plan Review will be done on pdf copies of the submitted documents, preferably with "Bluebeam Revue" software or equivalent pdf compatible software. The City will email submitted pdf copies to the Consultant for their review and expect the reviewed documents to be returned by email to the City for distribution. The City has a "target" schedule of doing the first plan review within three weeks, the second review within two weeks, and the third and any subsequent reviews in one week.

The City has an established fee schedule for plan review. It is desired that the Plan Review Consultant will do their work within some percentage less than 100% of the fee schedule amounts listed below, leaving the remainder to cover the City's costs. The Proposal should state what percentage of this fee schedule will be acceptable for the consultant work. The review work includes signing and stamping plans as "Recommended for Approval", or equivalent, for Civil Engineer Reviews, and signing and stamping plans as "Acting City Surveyor" for Surveyor Reviews.

Document Types and Fee Schedule

Civil Engineer reviewed plans

Grading Plans, for first three reviews	
Single Family Grading <0.5 ac, and < 50c.y. total cut/fill	\$807
Grading <1.00ac.	\$1,261
Grading 1.01 to 5.00 ac.	\$1,261 for the first acre
	+ \$315/add. ac. or portion thereof
Grading 5.01 to 10.00 ac.....	\$2,522 for first 5 ac.
	+ \$504/add. ac. or portion thereof
Grading 10.01 to 100.00ac.	\$5,045 for first 10 ac.
	+ \$222/add. ac. or portion thereof
Grading >100.01ac.	\$25,021 for first 100 ac.
	+ \$50/add. ac. or portion thereof
Grading Revisions or Additional Reviews after three	\$151/sheet
Hydrology Study	
<5 ac (for first three reviews)	\$807
Additional reviews, per each.....	\$161
5 to 20 ac. (for first three reviews)	\$1,211
Additional reviews, per each	\$242
>20 ac. (for first three reviews)	\$2,119
Additional reviews, per each	\$429

Improvement Plans (Street, Storm Drains, Traffic Signals)

First three reviews	\$807/sheet
Revisions or Additional Reviews	\$151/sheet
WQMP (First three reviews)	\$1,513
Additional reviews if needed (per review)	\$303
Traffic Study Review	\$1,261

Surveyor reviewed plans

Subdivision Maps (Parcel or Tract) (first three reviews)	\$2,774 + \$40 per lot
Additional reviews (per review)	\$555 + \$8 per lot
Reversion to acreage map (rare occurrence)	\$2,522
Lot Line Adjustment or Parcel Merger (per application)	\$1,513
Review of "Land Action Documents" (Right-of-way dedication, Easements, Grant Deeds, Certificates of Compliance) (per application)	\$1,261
Vacation of Street or Public Right of Way	\$2,018

Fees shall be paid by the City in accordance with the agreed percentage of the plan check fee schedule, at the time of first submittals. Any additional fees required due to the need for extra plan reviews, may be paid after a City review of the plan review history, to confirm that fairness is maintained for all parties.

The City may, at City's option, extend each consultant for annual renewal on the list of Prequalified Plan Review Consultants, for up to three additional one-year periods (each, an "Option Year Renewal"). Plan Review Fees will not be reduced by the City during the contract time periods but may be raised by action of the City Council if it is indicated to be a justifiable need.

GENERAL INSTRUCTIONS FOR SUBMITTAL

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by **4:00 P.M. (Pacific Standard Time), MONDAY, DECEMBER 14, 2020, to:**

City of Rancho Mirage
 Attn: Leland E. Cole, City Engineer
 69825 Highway 111
 Rancho Mirage, California 92270

B. Due Date and Time:

Proposals submitted after **4:00 p.m. on MONDAY, DECEMBER 14, 2020**, may at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon

receipt. At the discretion of the City, a “late” proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, **“SEALED BID FOR ON-CALL SURVEY AND CIVIL ENGINEERING PLAN REVIEW CONSULTING SERVICES-DO NOT OPEN WITH REGULAR MAIL.”** Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

Estimated Schedule

Issue Request for Proposal (RFP)	November 17, 2020
RFP Questions Due	November 30, 2020 4:00 p.m.
Addendum-Answers to be Posted	December 1, 2020
Proposals Due	December 14, 2020, 4:00 pm
Selection Process	December 18, 2020
Presentation to City Council	January 7, 2021
Notice to Proceed	Late January 2021

C. RFP Addenda and Clarifications in Written Comments

All comments and questions from proposers must be submitted in writing and received by no later than 4:00 P.M. on MONDAY, NOVEMBER 30, 2020 (“Addendum Due Date”), and must be submitted via the following approved written methods addressed to Leland E. Cole, City Engineer:

1. At lelandc@ranchomirageca.gov, or
2. Via mail (to the address listed in General Instructions for Submittal, Proposal Submittal), as long as the correspondence is received, and date stamped by the City on or prior to the Addenda Due Date.

Any verbal questions 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 and within the time prescribed herein will be addressed by the City's issuance of an addendum. 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 posted and published on the City's website, <http://www.ranchoirageca.gov>. 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, the form of which is attached hereto as **Exhibit "A."**

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 "B,"** 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.

SEE ATTACHMENTS 1, 2 AND 3 ("Exhibit "C"):

ATTACHMENT 1: GRADING PLAN SUBMITTAL

ATTACHMENT 2: PRECISE GRADING PLAN

ATTACHMENT 3: MASTER FEE SCHEDULE

H. California Public Records Act

Each proposer is hereby informed that proposal and its contents are subject to disclosure in accordance with the California Public Records Act (California Government Code Sections 6250 et seq.).

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 plan review 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

1. This section shall disclose the percentage of the City Fee Schedule, as listed previously, that will be charged to the City for the required services and declare the proposer's preferences for method and timing of payment.

2. Quote a total price percentage for completing each item.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the City Council regarding selection.

B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below, demonstrating their competence and professional qualifications.

1. Work plan
2. Qualification and experience of proposer
3. Staffing and organization
4. Conformance with this RFP
5. 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
8. Any other criteria determined by the City

Upon selection of the most qualified proposer(s), staff may negotiate with qualified firm(s) to ensure compensation is fair and reasonable. The City may require the finalist(s) 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.

RFP EXHIBIT "A"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

This Agreement for Design Professional Services (hereinafter, "Agreement") is made and entered into as of the ____ day of _____, 2020, 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 on-call professional design services as-needed and as-directed, 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 DESIGN PROFESSIONAL

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, as-needed and as-directed by the City. 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 not to exceed _____ Dollars and Zero 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 thirty (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 ninety percent (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 commence upon execution of this Agreement and shall continue until the City approves all authorized work. All such work shall commence on _____, 2020 and shall be completed by no later than _____, 2021 (the "Term"). The Term may be extended at the option of the City for three (3) additional successive one (1) year extensions.

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 or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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. 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. 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.

H. 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. In addition, Design Professional shall require each subcontractor, if any, to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by 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. This provision shall not apply if Design Professional has no employees performing work under this Agreement. If the Design Professional has no employees for the purposes of this Agreement, Design Professional shall sign and submit to the City the Certificate of Exemption from Worker's Compensation Insurance, attached hereto and incorporated herein by this reference as Exhibit "B." 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) combined single limit 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, commercial 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 claim, 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. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by commercial general liability and commercial vehicle liability coverages, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named 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. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. With the exception of workers' compensation and professional liability insurance, 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 or ten (10) days written notice is received by the City if cancellation, suspension or reduction in coverage is for nonpayment of premium.

C. Deductibles and Self-Insured Retentions. Design Professional shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and shall also be responsible for payment of any 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. Without limiting the generality of the forgoing, 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; and all Services under this Agreement shall be discontinued immediately until notice is received by City that the required insurance has been restored

to full force and effect and that the premiums therefor have been paid for a period satisfactory to City. Any failure to maintain the required insurance, including insurance required of any subcontractors or others involved in any way with the Services, shall be sufficient cause for City to terminate this Agreement.

H. Broader Existing Coverage. In the event Design Professional maintains insurance with broader coverage and/or limits of liability greater than those required herein, City requires and shall be entitled to the broader coverage and/or higher limits of liability maintained by Design Professional. Any insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

I. Separate Obligation from Indemnity. The fact that insurance is obtained by Design Professional shall not be deemed to release or diminish the liability of Design Professional, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify and hold the City harmless shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Design Professional. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design Professional, its principals, officers, agents, employees, persons under the supervision of Design Professional, vendors, suppliers, invitees, sub-contractors, or anyone employed directly or indirectly by any of them.

J. Survival. The requirements set forth in Section 20F shall survive termination of this Agreement.

INDEMNIFICATION

21. Indemnity.

A. 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.

B. The City does not, and shall not, waive any rights that it may have against Design Professional under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined

to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein. As set forth in and without limiting the generality of Section 20I, any applicable insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by Design Professional.

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

D. The indemnity provisions contained in this Section shall survive expiration or sooner termination of this Agreement.

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; Breach.

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.

E. In the event Design Professional shall be in material breach of this Agreement, the City shall be permitted to suspend all payments to Design Professional until such time that Design Professional cures the breach to the City's satisfaction. Notwithstanding anything to the contrary, Design Professional's failure to provide all insurance documents, certificates of insurance and endorsements required of Design Professional and as prescribed in Section 20 of this Agreement, by itself, shall be deemed a material breach of this Agreement without the need for the parties to engage in the notice and opportunity to cure process set forth in Subsections a, b and d of this Section 24.

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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to constitute evidence of the Agreement having been executed.

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 (15) days written notice of termination. Upon termination, Design Professional shall be entitled to compensation for services performed up to the effective date of termination. For purposes of this Section, the City Manager shall have the authority to take action on behalf of the City.

31. Force Majeure. Neither CITY nor Design Professional will be held liable for failure to fulfill its obligations hereunder if such failure is due to a Force Majeure Event. A "Force Majeure Event" means, but is not limited to, an act of war; domestic and/or international terrorism; civil riots or rebellions; quarantines, pandemics or epidemics; embargoes, state or national states of emergencies, and other similar unusual governmental actions; or extraordinary elements of nature or acts of God; provided that such Force Majeure Event is beyond the excused Party's reasonable control, occurs without the excused Party's fault or negligence, is not caused directly or indirectly by the excused Party and could not have been prevented or avoided by the excused Party's reasonable diligence.

PRINCIPAL REPRESENTATIVES

32. [INSERT NAME], [INSERT TITLE], 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.

33. The City's [INSERT TITLE], [INSERT NAME], 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

34. 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.

35. 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.

36. 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; denial of family and medical care leave; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); 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

37. 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: [INSERT NAME, TITLE]
City of Rancho Mirage
69-825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) 770-3224
Facsimile: (760) 770-3261
Email: _____@ranchomirageca.gov

If to Design Professional: [INSERT NAME, TITLE]
[INSERT BUSINESS NAME]
[INSERT ADDRESS
_____]]
Telephone: (760) 770-9131
Facsimile: (760) 777-9132
Email: [INSERT EMAIL]

38. 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.

39. 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.

40. 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.

41. Labor Laws.

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, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, Contractor 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.

42. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF RANCHO MIRAGE

Isaiah Hagerman, City Manager

Its: _____
(Title)

APPROVED AS TO CONTENT:

[INSERT NAME, TITLE]

ATTEST:

Kristie Ramos, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

AGREEMENT EXHIBIT "A"

SCOPE OF SERVICES

**ATTACHED PROPOSAL
DATED _____**

AGREEMENT EXHIBIT "B"

**CERTIFICATE OF EXEMPTION
FROM WORKERS' COMPENSATION INSURANCE**

I certify that, in the performance of the work to be performed by _____,
for the City of Rancho Mirage, I shall not employ any person in any manner so as to become
subject to the workers' compensation laws of California, and agree that if I should become subject
to the workers' compensation provisions of the California Labor Code, I shall forthwith comply
with those provisions.

Date: _____, 20____

RFP EXHIBIT “B”

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of _____ (“Company”) having submitted a proposal to the City of Rancho Mirage **Request for Proposals for On-Call Survey and Civil Engineering Plan Review Consulting Services, dated NOVEMBER 17, 2020** (“RFP”), issued by the City of Rancho Mirage (“City”), and in further recognition 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 within thirty (30) days of contract award, 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

RFP EXHIBIT "C"
SEE ATTACHMENTS 1, 2 AND 3



CITY OF RANCHO MIRAGE

PUBLIC WORKS

ENGINEERING DIVISION

69-825 Highway 111, Rancho Mirage, CA 92270

General: 760.770.3224

Grading Plan Submittal Requirements

SUBMITTAL REQUIREMENTS

Plan check submittals must include the following items:

- Evidence of Planning Division submittal. Single-family homes requiring Planning Commission approval must obtain this approval before, or submittal is considered “at risk.”
- Two (2) sets of Grading Plans on 24” x 36” sheets. Plans must be stapled in sets and folded lengthwise in fourths and in half with standard City title block displayed; or alternatively one PDF version may be emailed to: PWplancheck@ranchomirageca.gov
- One (1) set of Foundation Plan & Roof Plan (Precise Grading only).
- Plan Check Fees (fees based on the acreage of the site)

Parcel Acreage	Base Cost	Additional	Example
Under 0.5 acre, less than 50 cubic yards or combined cut/fill	\$807	-	0.4- acre site, 20 CY of cut and 20 CY of fill= \$807
0.5 to under 1 acre	\$1,261	-	0.9-acre site = \$1,261
1 to under 5 acres	First acre is \$1,261	\$315/per each additional acre or portion thereof	4-acre site, \$1,261 for first acre plus (3-acres x \$315) = \$2,206
5 to under 10 acres	First 5-acres is \$2,522	\$504/per each additional acre or portion thereof	7-acre site, \$2,522 for first 5-acres plus (2-acres x \$504) = \$3,530
10 to under 100 acres	First 10-acres is \$5,045	\$222/per each additional acre or portion thereof	12-acre site, \$5,045 for first 10-acres plus (2-acres x \$222) = \$5,489
100 acres plus	First 100-acres is \$25,021	\$50/per each additional acre or portion thereof	102-acre site, \$25,021 for first 100-acres plus (2 acres x \$50) = \$25,121

- Local Air Quality Management Plan (LAQMP)- fees are included in the above fee schedule. The LAQMP sheet is a component of the Grading Plan. The LAQMP sheet shall be plotted on mylar, fully completed and signed by the owner of the property, the individual who prepared the LAQMP, and the designated dust controller. The LAQMP sheet shall accompany the grading plan for City approval (LAQMP sheets are available in AUTOCAD format).
 - o Note: The person(s) signing Local Air Quality Management Plan as plan preparer and as dust controller must have successfully completed the Coachella Valley Fugitive Dust Control Class. For class registration call (866) 861-3878.

The following items may need to be included with your submittal. Please review the following criteria to determine whether these items will be required:

- Hydrology Report (two (2) copies)-If the proposed development site is over one (1) acre in size and is located north of the Whitewater Channel, or if a WQMP is required, or if the site has to retain water due to terrain, then a hydrology report will be required. Two (2) copies of the Hydrology Report along with plan check fee shall be submitted for review. \$807 if less than 5 ac., \$1,211 if 5 to 10 ac., \$ 2119 over 10 ac.
- Soils Report (two (2) copies)- A Soils Report will be required if the estimated earthwork quantities exceed 500 cubic yards (cut & fill combined). NOTE: There are soil-sensitive areas within the City that may require soils reports. Please check with the Public Works Department to determine whether your site is within a sensitive soil area.



CITY OF RANCHO MIRAGE

PUBLIC WORKS

ENGINEERING DIVISION

69-825 Highway 111, Rancho Mirage, CA 92270

General: 760.770.3224

Precise Grading Plan Checklist

PROJECT INFORMATION

Owner/Developer: _____

Design Engineer: _____

Street Location: _____

Legal Description: _____

Date of Plan Review: _____ R.C.E.: _____ Exp: _____

Consultant Project No.: _____ City Permit No.: _____

SEE MUNICIPAL CODE CHAPTER 15.64 FOR DETAILS OF GRADING CODE

Check box if ok, circle or comment if there are any questions or issues.

ENGINEER SIGNATURE REQUIREMENTS

The R.C.E. signature may be waived if the grading entails little hazard to any property and project meets criteria for:

Stockpile or agricultural grading permit, or

Grading does not exceed 100 c.y. (cut and fill combined) and all the following are true:

- Grading upon a single lot or parcel.
- Project does not necessitate construction of extensive drainage structures, erosion control facilities or other facilities.
- Project does not interfere in any way with existing natural or improved drainage courses or channels

ALL SHEETS

Only unmodified, current, City of Rancho Mirage or CVWD Standards may be referenced without including a copy on the plans. If other "standard details" (CalTrans, Riverside County, etc.) are needed for special situations, you must copy them onto the plans or draw an independent detail. The City reserves the right to modify or reject any standards that do not satisfy its criteria.

Plans done per Drafting Standard 614: especially 24" X 36" format, using standard title block format, mylar (3mil+) for signature, lettering 0.08" minimum, with no "stick on" decals on final mylar. Smudging or flaking may be grounds for rejection of the final mylar.

Standard Title Block (Available in electronic format or "hard" copy, or see Drafting Standard 614)

Plan Name ("Grading Plan", "Rough Grading Plan", "Precise Grading Plan", "Finish Grading Plan", etc.)

Assessor Parcel Number (9-digit code)

Site Address (Usually assigned by Planning Department on new projects)

Brief Legal Description (Tract and Lot, Map Book/ Page Number, note any lot line adjustments or parcel mergers completed or pending)

Section, Township, Range

Engineering Department Permit Reference Number E _____ assigned during plan check process)

Approval block for City Engineer, Leland E. Cole, R.C.E. 47159

TRANSPARENCY NOTICE: Some or all of the content contained in this application and its attachments may be subject to disclosure pursuant to the California Public Records Act (Government Code section 6250, et seq.)

Approval block and stamp area for Plan Checker

Revision block (1.5" x 4" minimum)

Preparer's company name, address, and phone number, or name, address and phone number of Design Engineer

Design Engineer's block ("Prepared Under the Supervision of:")

Engineer's signature (on final mylar, unless waived under criteria shown above)

Engineer's stamp (on final mylar, unless waived under criteria shown above)

Soil Engineer's approval block (Signature required for slopes over 2:1, or if over-excavation or other special procedures are required by the preliminary soil report)

USA Dig Alert note with texting DIGALT (344258) or calling 811 ("NO DIG" symbol may be added if desired)

Standard cautionary notes to contractor. (More notes to contractors may be added if so desired) See Standard Detail 614.

TITLE SHEET (Contents may be on Plan sheet if there is room)

Standard City Title Block (see "All Sheets" above for content details)

General Notes (CRM Standard 700)

Grading Notes (CRM Standard 702, includes blanks to fill in with applicable soil report, either new or previously done)

Preliminary Soil Report (waived if cut and fill <500 c.y. and not in soil problem area, at discretion of City Engineer. All projects must perform compaction tests on building site and provide a wet-signed, wet-stamped compaction report to Engineering Division prior to Building Permit issuance.)

Vicinity Map with site position relative to freeway and major arterial roads for deliveries, "not to scale" okay if the map is clear.

Legend of symbols used includes Construction Note symbols, typical abbreviations, special lines, etc.

Earthwork Quantities: include cut, fill, shrinkage, stripping, and import/export estimates; or the "raw" cut and fill estimates along with a statement that the soil will be balanced on site. Over excavation or other non-standard procedures required by the Preliminary Soil Report should be mentioned and estimated here.

Other Quantity Estimates: lot acreage and disturbed acreage (required), drainage device items or other things (optional)

FEMA/flood insurance rating information if construction is in an "A" designated area. Show map number and date. Lowest floor must be one foot plus the designated flood depth above crown of the adjacent street, typically.

For Projects over an acre, the WDID number from the SWPPP submittal to the State Water Board shall be placed on the Grading Plan as confirmation of filing.

PLAN SHEET, GENERAL GRADING REQUIREMENTS

Standard City Title Block (see "All Sheets" above for content details)

Benchmark blank in standard title block should be filled in on this sheet or on all sheets. Describe what was really used to get the sea level reference for the site topo, either an official City Benchmark, or a reference point on a concrete structure, such as a curb, with the elevation assumed to be per the plans that put it in. If no curb exists near the project, contact the Public Works Department to discuss options.

Basis of Bearing blank in standard title block should be filled in on this sheet or on all sheets. The preferred Basis of Bearing for all lots that were created by Parcel Map or Tract Map is to reference the line between two monuments that were found per said Map.

North arrow (up, right, or left preferred).

Scale (Engineering scales preferred: 10, 20, 30, 40, 50, 60, 100, etc., Non-standard scales may be rejected.)

Graphic Scale, 4" long minimum, (Plans are eventually scanned, and this is needed for reference on reproductions.)

Building setback dimensions, 25' for front and rear, 10' side yards, and 15' street side yards for corner lots, unless modified by Planning Department. Show specific dimensions used at closest points; enough to define building footprint location.

Building "Footprint" showing building outline, also outline any depressed or raised slab areas and garage floor.

Roof overhang line or notation if no eaves are planned.

Original and proposed contours, flowlines, and structures to 15' outside project area.

Finish pad and floor elevations of adjacent properties (note if vacant).

Lot/parcel numbers and Assessor's Parcel Numbers of adjacent properties (legal reference).

Location and spot elevations on existing structures near property line, such as walls, hedges, trees, buildings, etc.

Existing and proposed spot elevations at key locations, such as flowlines, property corners, prolongations of property line to top of curb, retention basins, planters, and concrete surfaces.

Pad elevation and finished floor elevation, including elevation of any depressed or raised slab areas (The Proposed Pad Elevation should be at or below the Pad Elevation from the Tract or Parcel Map Grading Plan, or shall be at or below the average of the adjoining property pad elevations, unless otherwise approved in advance by the Planning Department).

Lots > 1.0 acre located north of the Whitewater River shall retain 100-year storm runoff for the worst-case duration of the 1, 3, 6, or 24-hour 100-year storm. Use the Riverside County Hydrology Manual, Shortcut Unit Hydrograph method or a similar approved program for retention volume calculations. Hydraulic Calculations, based on 100-year peak flows, may be required for piped or channelized drainage systems if said pipe or channel is the only safe route for the water.

Lots < 1.0 acre or south of the Whitewater River may drain to an acceptable drainage carrier, such as a street with curb and gutter, a storm drain, a channel, or as otherwise designed with the Tract or Parcel Map Hydrology Plans that apply to said lot. Permission from the Coachella Valley Water District must be obtained for any concentrated flows into its storm drain facilities. "Nuisance water" to the volume defined by the Whitewater Design from Riverside County Flood Control must be intercepted as a minimum condition.

Lots in areas designated as "Special Flood Hazard Areas" A, AE, AH, AO, A1-A30, and A99 on Flood Insurance Rate Maps shall comply with Municipal Code chapter 15.28. Show flood map designation on the Title Sheet if the project is in one of these areas.

Flowlines around house (see footnote on pg. 7):

2% minimum sheet flow away from house to a "swale" or to a piped drainage system.

Dirt "swales" shall be at least 0.5' below the dirt elevation next to the building, with a slope of 0.5% or better, 0.5' deep relative to lot perimeter, and located at least 3' away from buildings. Slopes over 20% require erosion control material approved by the City Engineer, to be noted on the plans.

Where swales go to walls or other obstructions make clear notes about how water gets through. Recommended opening in block walls is a half block. Omitted head joints are not sufficient in swales since they clog easily.

Concrete "swales" shall be at a slope of 0.5% or better, at least 3' away from buildings.

In piped systems, flow shall be 2% minimum in 3" pipes or 1% minimum in 4" to 6" pipes, Pipes 8" or larger go at lower slopes. Hydraulic calculations and material specifications may be required.

Show ground elevations to nearest 0.1'.

Show hard surface elevations to nearest 0.01'.

If used, show area drain systems with top of grate and flowline invert slopes and elevations. Pipes must flow downhill; "bubbler box" uphill flow outlets are not allowed unless provision is made for percolation of any remaining piped water into a percolation device acceptable to the City Engineer. (Core drilling of curb faces for pipe outlets may be done per City Standard 308 with a separate Encroachment Permit).

Drywells shall be designed and built per City Standard 306 or 311. If used, all drywells must show top of grate elevation, intermediate slab elevation and bottom elevation and invert elevations of any pipes coming into or out of the drywell. If the drywell is not built per City Standard 306 or 311, full construction details must be included on plans and prior approval of the City Engineer should be obtained. Drywell construction does not require a separate permit if it is included in plans linked to either an onsite Construction/Grading Permit or Encroachment Permit.

If used, show roof main drain locations and their connection to any underground system. The roof emergency overflow drains must be on independent lines per the UBC, not included with the main drains or area drains.

If used, retention basins shall be designed/built per City Standard 310. Note that basins shall retain the "worst case" of the 1,3,6 or 24hr., 100-year storm. Any slopes over 5:1 (20%) must have erosion control material identified on the plan. Gravel > 1" diameter, 3" deep, or continuous ground cover like grass, are typical acceptable erosion control materials.

The percolation rate for retention basins shown in City Standard 310 as 1"/hour shall be used for drywells and any other similar percolation devices unless percolation tests run by a Geotechnical Engineer show different actual rates at the site. With supporting data, the percolation rate may be brought up to half of the test rate, to a maximum rate of 5"/hour.

Drainage easements are required for drainage into any other private lots, including golf courses or common areas.

Slopes:

2:1 maximum cut and fill slopes, unless approved by the City Engineer, and the plans are signed by a Geotechnical Engineer.

A "berm" 1' high and 4' wide shall be provided at the top of all cut or fill slopes steeper than 5:1 unless approved erosion control is used on the slope faces.

Any project proposing cut or fill slopes over 6' high and steeper than 5:1 shall be reviewed by the City Council or Planning Commission.

A 5' minimum horizontal distance shall be maintained from the face of the slopes to the bottom of the footings for any building or wall structure.

Within the street parkway distance from the curb, (17' for "local" and "collector" streets, 25' or 32' on "arterials" (per Municipal Code Section 17.20.040) the landscape slopes must not exceed 20% (5:1), and mounds must not exceed 3 feet in height.

Garage floor must be a minimum 1% slope with spot elevations shown at edge, unless otherwise approved by the City Engineer. Top elevation of "stem wall" along sloped edges of garage floor shall be noted.

Location, elevations, and slopes of walls, slabs, "stem walls", deep footings, and other concrete items.

Location, elevations, of major landscape items such as: trees, mow strips, mailbox pedestals, edging, etc., that may interfere with drainage.

6" minimum from finish floor or top of stem wall to dirt. (See 2010 Calif. Residential Building Code, Section R317).

2" minimum drop from finish floor or top of stem wall to concrete (unless covered by three feet or more of roof overhang).

Residential driveways, per City Standard 211, or attached to "wedge curb" such as Standard 222, or with no curb, shall be designed with 10% maximum slope, 1% minimum slope. (Per Municipal Code 15.68.030 a recorded driveway approach covenant is required for all driveways built within the public right-of-way. Colored concrete, with moderate textures that are ADA compatible, and ADA compatible concrete pavers are now allowed, as well as the standard gray concrete).

17' minimum width to garage, 30' maximum width.

14' minimum width for "circular" driveway leg, with 20' separation between the two driveway approaches. Grass pavers may be used for circular driveway, if approach to garage is solid concrete.

Any sidewalks shall be routed behind the curb depression portion of the driveway approach, or the driveway shall be designed as if it was a handicap access ramp, per City Standards 215 or 223.

Property line label on sides and/or Right-of-Way label on street side must be shown.

Accurate lot bearings, distances, and arc data from record information or from new Record of Survey or Corner Record must be shown. A copy of said document may need to be submitted to City if requested.

Note property corner monuments that were found on-site. If corner monuments are missing, note that and show at least two found monuments that have been used to establish where the property lines are. Any corners previously monumented are expected to be reset prior to occupancy. Copies of filed "Corner Records" may be required prior to Final Occupancy to document any corners that have been re-established or replaced due to loss before or during construction.

Concrete "stippling", shading, or other indicator at sufficient intervals to make concrete areas clearly different from others.

Retaining walls cross section detail (dirt differential >6"). Whether or not they are designed by the same person doing the Grading Plan, the retaining walls detail must show:

Retaining height range

Footing orientation

Weep holes or "French Drain" location (piped wall drainage must be shown in plan view also).

Submit wall design calculations to Building and Safety Division for wall permits, if not on standard handout.

Freestanding Block Walls (dirt differential <6") per Building and Safety Handout or show detail.

Existing and proposed utilities shown and dimensioned relative to property line. (Sewer and Water mandatory, others recommended.) Any new service connections that involve street cutting require a separate permit. Note that sewer connections are now required for resale of buildings as well as for new construction, if they are within 200' of a sewer main.

Septic tank and leach field or seepage pit locations, if applicable.

Sewer lateral under driveway NOT ALLOWED unless permission is obtained from CVWD (See CVWD Standard S-44 or S-45 for typical alternative).

Water meter in driveway NOT ALLOWED unless permission is obtained from CVWD.

Show easements, if any.

Street centerline label.

Construction Notes, if needed.

Demolition or Removal notes, if applicable.

Pool rear setback, 5' unless otherwise approved by Planning Department.

Roof/patio column: 10' minimum setback from property line in backyard setbacks, otherwise the same as the building setback.

Roof overhang: 2' minimum setback from property line.

Separate Encroachment and/or Permits are required for all driveways, curb cuts, any street-related construction, and drywells.

Plans shall conform to Conditions of Approval set by Planning Department.

Planning Department review comments should be incorporated into next submittal. If copies of said comments were not sent out with this check print return, please contact Planning Department to confirm their review.

PLAN SHEET, GENERAL GRADING REQUIREMENTS (See Municipal Code Chapter 17.24)

A.C. slopes 1% minimum except at crest situations, 5% maximum in all general parking areas. Driveways may be up to 10% if alternate ADA accessible routes are provided.

Concentrated flowlines shall be in P.C.C. gutters @ 0.50% min. (see Valley Gutter Standard 220).

Striping per City Standard 408 and/or most current ADA Standards.

Typical parking stalls shall be 9' wide by 18' deep, per City Standard 408.

Landscaped areas to be 6' wide minimum, (10' minimum between public streets and parking) or as otherwise approved by Planning Department.

3' minimum landscape strip area between private driveways and walls (on single family driveways only, 6' minimum on all others).

6" curbs around all landscape areas.

Wheel stops for protection of vertical elements.

Handicap stalls @ 2% slope or less in all directions.

Access ramps per City Standard 502 or per Caltrans Standard detail sheets A88A and A88B and/or current ADA Standards. (The current Caltrans standards got rid of the minimum slope and the 1/2" lip, but now require a 3' wide "truncated dome" panel at all ramps or sidewalk-to-drive-area connections. The truncated dome pattern is now parallel with the direction of travel.)

Access ramps must not stick out into driving areas, or into parking areas (See Caltrans ramp standards).

0.50% maximum for grade breaks in direction of travel.

Curb returns per City Standard 209, 210, or 215.

3" of A.C. over 4" of Class II aggregate base minimum structural section.

0.1' minimum A.C. overlay will require grinding for surface match at joints, no "feathering" of A.C. allowed.

Conformance with Conditions of Approval.

All drainage shall be designed so it does not go over any sidewalk.

Parking lot design shall provide for one tree for every five (5) parking spaces with no more than 30' between trees.

Minimum aisle width in parking lots shall be 24' per City Standard 408.

Parking lots shall be designed to handle the largest truck traffic that is allowed into the lot. (Approved truck turning templates should be used.)

PLAN SHEET, GENERAL GRADING REQUIREMENTS (See Municipal Code Chapter 17.24)

Local Air Quality Management Plan (LAQMP) sheet (24" x 36" form, available in Engineering, shall be filled in and signed by the owner and Authorized Dust Controller prior to Grading Permit issuance.) For projects over ten acres, an 8.5" x 11" Air Quality Plan shall be prepared and submitted to the City and to SCAQMD per their guidelines in the "Fugitive Dust Control Handbook". The preparer of these documents and the Authorized Dust Controller signing these documents shall be certified in a SCAQMD Fugitive Dust Control Class. These documents should be submitted for City review by the time of the second Grading Plan Check so that any required temporary structures can be noted on the Grading Plans.

PLAN SHEET, GENERAL GRADING REQUIREMENTS (See Municipal Code Chapter 17.24)

Plans are acceptable as submitted. Please send stamped and signed mylars to Plan Checker or City for approval. Return check prints and this checklist with mylar drawings (no stick-ons).

Plans are not yet acceptable. Please return check prints, checklist, and two corrected copies for further review.

Please also send the following additional information or materials: _____

Footnote:

The 2018 International Building Code section 1804.4 Site Grading states that "The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5% slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance, a 5% slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2% where located within 10 feet (3048 mm) of the building foundation.

Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2% away from the building. Exceptions 1. Where climatic or soil conditions warrant, the slope of the ground away from the building foundation shall be permitted to be reduced to not less than one unit vertical in 48 units horizontal (2% slope). 2. Impervious surfaces shall be permitted to be sloped less than 2% where the surface is a door landing or ramp that is required to comply with section 1010.1.5, 1012.3 or 1012.6.1, 1010.1.5 involves slope of landings at doorways, which cannot exceed 2% in any direction. 1012.6.1 states that landings for ramps cannot exceed 2% slope in any direction.

Based on the exceptions noted above, the City of Rancho Mirage is staying with our existing policy of allowing drainage on our typically sandy soil to be 2% minimum until the grade is 6" below the pad elevation, then it can be 0.5% minimum slope in the "swales" running roughly parallel with the buildings. Drainage away from buildings on concrete surfaces can be 1% minimum for the sake of ADA rules, then 0.5% minimum in concrete "swales" running roughly parallel with the buildings.

City of Rancho Mirage

MASTER FEE SCHEDULE

Planning Fees	1
Engineering / Public Works Department Fees	3
Building Fees	6
Fire Prevention Fees	8
Short-Term Rental Fees	11
Special Event Fees	12
Administrative / Records Fees	13
Business License / Finance Fees	14

City of Rancho Mirage

MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Fee	Charge Basis	Note
1 Annexation Request Review	\$22,246	per application	
2 Appeal			
a) Appeal to Director of Community Development	\$530	per application	
b) Appeal to Planning Commission	\$2,648	per application	
c) Appeal to City Council	\$3,390	per application	
3 Conditional Use Permit			
a) CUP - Major	\$6,780	per application	
b) CUP - Minor (Simple Use Determination)	\$2,648	per application	
4 Development Agreement			
a) Development Agreement Review	\$5,297	per application	
b) Development Agreement Amendment	\$2,648	per application	
5 Extension of Time Review			
a) Staff Review	\$1,059	per application	
b) Planning Commission Review	\$1,717	per application	
c) City Council Review	\$2,331	per application	
6 Environmental Assessment			
a) Environmental Assessment/Initial Study	\$1,958	per application	
b) Exemption	\$159	per application	
c) Negative Declaration	\$9,464	per application	
d) Mitigated Negative Declaration	\$13,750	per application	
e) Environmental Impact Report (EIR) Review	\$16,965	per application	
7 Final Development Plan - Staff Review			
a) Commercial less than 1-5 Acres	\$2,754	per application	
b) Commercial more than 5 Acres	\$4,237	per application	
c) Residential	\$4,026	per application	
8 General Plan / Zoning Map Amendment			
a) General Plan Text Amendment	\$4,555	per application	
b) Zoning Text Amendment	\$4,555	per application	
c) General Plan / Zoning Map Amendment	\$4,555	per application	
9 Historical Landmark Designation	\$4,555	per application	
10 Mailing / Noticing	\$265	per application	
11 Modification of Development Plan/CUP			
a) Minor - Staff Review	\$1,059	per application	
b) Minor - Planning Commission Review	\$2,119	per application	
c) Major	\$6,356	per application	
12 Park - Reserve or Time Restricted Parking	\$530	per application	
13 Preliminary Development Plan			
a) Commercial			
i) Less than 1 Acre	\$9,534	per application	
ii) 1-5 Acres	\$12,712	per application	
iii) More than 5 Acres	\$15,890	per application	

City of Rancho Mirage

MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Fee	Charge Basis	Note
b) Residential			
i) Less than 5 Acres	\$7,415	per application	
ii) 5-20 Acres	\$10,064	per application	
iii) More than 20 Acres	\$15,890	per application	
14 Signs			
a) Sign Program			
i) Sign Program Review	\$3,390	per application	
ii) Sign Program Amendment			
a) Staff Review	\$900	per application	
b) Planning Commission Review	\$2,648	per application	
b) Sign Permit			
i) Sign Permit - Less than 30 SF	\$530	per application	
ii) Sign Permit - More than 30 SF	\$1,589	per application	
15 Single Family Permit			
a) Single Family Permit	\$2,648	per application	
b) Two-story/Over-height	\$4,237	per application	
16 Specific Plan			
a) Specific Plan Review	\$21,187	per application	
b) Specific Plan Amendment	\$5,297	per application	
17 Street Name Change / Review	\$3,390	per application	
18 Temporary Use Permit			
a) TUP - Minor	\$159	per application	
b) TUP - Major	\$953	per application	
19 Tentative Map			
a) Parcel Map			
i) Tentative Parcel Map	\$3,390	per application	
ii) Tentative Parcel Map Revision	\$2,648	per application	
b) Tract Map			
i) TTM - Less than 5 acres	\$5,826	per application	
ii) TTM - 5 - 20 acres	\$7,415	per application	
iii) TTM - More than 20 acres	\$13,242	per application	
iv) TTM - Revision	\$3,390	per application	
20 Variance			
a) Variance - Minor	\$530	per application	
b) Variance - Major	\$5,826	per application	
21 Zoning Interpretation	\$265	per application	
22 Use and Occupancy	\$56	per application	
23 Rates for Services Not Specified in this Schedule			
a) In-House Planning Staff	\$179	per hour	

City of Rancho Mirage

MASTER FEE SCHEDULE - ENGINEERING / PUBLIC WORKS FEES

Activity Description	Fee	Charge Basis	Note
PLAN REVIEW FEES			
DRAINAGE / WQMP / TRAFFIC			
1	Drainage (Hydrology/Hydraulics)		
	a) Preliminary Drainage Study, if applicable	\$177	
	b) Drainage Study (Includes up to 3 Reviews)		
	i) Less than 5 Acres	\$807	
	ii) 5 - 20 Acres	\$1,211	
	iii) Greater than 20 Acres	\$2,119	
	c) Drainage Study (4th and Subsequent Reviews - Per Review)		
	i) Less than 5 Acres	\$161	
	ii) 5 - 20 Acres	\$242	
	iii) Greater than 20 Acres	\$429	
2	WQMP		
	a) Preliminary WQMP, if applicable	\$177	
	b) WQMP (Includes up to 3 Reviews)	\$1,513	
	c) WQMP (4th and Subsequent Reviews - Per Review)	\$303	
3	Traffic Study Review	\$1,261	
IMPROVEMENT PLAN REVIEW - Streets, Storm Drainage, Traffic Signal			
1	Improvement Plan Review (Includes up to 3 Reviews)	\$807	per sheet
2	Improvement Plan Review - (4th and Subsequent Reviews - Per Review)	\$151	per sheet
3	Improvement Plan Review - Revisions / As-Builts	\$151	per sheet
GRADING			
1	Grading Plan Check (Includes up to 3 Reviews)		
	a) Single Dwelling Unit Less than .5 acre, less than 50 CY (Cut & Fill)	\$807	[a]
	b) Parcels under 1 acre over 50 CY	\$1,261	[a]
	c) 1.00 - 5.00 acres		
	i) First acre	\$1,261	[a]
	ii) Each additional acre, or portion thereof	\$315	[a]
	d) 5.01 - 10.00 acres		
	i) First 5.01 acres	\$2,522	[a]
	ii) Each additional acre, or portion thereof	\$504	[a]
	e) 10.01 - 100.00 acres		
	i) First 10.01 acres	\$5,045	[a]
	ii) Each additional acre, or portion thereof	\$222	[a]
	f) Over 100.01 acres		
	i) First 100.01 acres	\$25,021	[a]
	ii) Each additional acre, or portion thereof	\$50	[a]
2	Grading Plan Check - (4th and Subsequent Reviews - Per Review)	\$151	per sheet
3	Grading Plan Check - Revisions / As-Builts	\$151	per sheet

City of Rancho Mirage

MASTER FEE SCHEDULE - ENGINEERING / PUBLIC WORKS FEES

Activity Description	Fee	Charge Basis	Note
PERMIT FEES			
STANDARD PERMIT PROCESSING			
1	Encroachment	\$121	
2	Annual Encroachment	\$121	
3	Onsite Construction / Grading	\$121	
4	Oversize Load / Truck Route Variance - per truck		
	a) One-Day	\$16	
	b) Annual	\$91	
5	Pool Drain	\$20	
SPECIALIZED PERMIT PROCESSING (specialized permits include inspection fees)			
1	Utility Service Providers - Connection/Service/Repair up to 100 SF	\$303	
2	Driveway		
	a) Residential		
	i) First Approach	\$227	
	ii) Each Additional Approach	\$126	
	b) Commercial		
	i) First Approach	\$681	
	ii) Each Additional Approach	\$378	
3	Catch Basin / Dry Well / Manhole / Vault (per location)	\$303	
4	Trenching/Excavation for Infrastructure Installation		
	a) Bore/Pit		
	i) Application Review Fee	\$252	
	ii) Permit and Inspection Fee (Greater of A or B)		
	a) Minimum fee per location	\$504	
	b) Fee per bore / pit / pothole	\$151	
	b) Street Cut		
	i) Application Review Fee	\$252	
	ii) Permit and Inspection Fee (Greater of A or B)		
	a) Minimum fee per location	\$504	
	b) Fee Per 100 SF	\$151	
INSPECTION FEES			
1	Public or Private Improvement Inspection (Greater of A or B)		
	a) Minimum Fee	\$177	
	b) Valuation of Improvements		
	i) First \$50,000	4%	
	ii) Remaining Balance	3%	
2	Grading Inspection		
	a) Single Dwelling Unit Less than .5 acre, less than 50 CY (Cut & Fill)	\$404	[a]
	b) Parcels under 1 acre over 50 CY	\$631	[a]
	c) 1.00 - 5.00 acres		
	i) First acre	\$631	[a]
	ii) Each additional acre, or portion thereof	\$157	[a]

City of Rancho Mirage

MASTER FEE SCHEDULE - ENGINEERING / PUBLIC WORKS FEES

Activity Description	Fee	Charge Basis	Note
d) 5.01 - 10.00 acres			
i) First 5.01 acres	\$1,261		[a]
ii) Each additional acre, or portion thereof	\$252		[a]
e) 10.01 - 100.00 acres			
i) First 10.01 acres	\$2,522		[a]
ii) Each additional acre, or portion thereof	\$111		[a]
f) Over 100.01 acres			
i) First 100.01 acres	\$12,510		[a]
ii) Each additional acre, or portion thereof	\$25		[a]
ENGINEERING / ADMINISTRATIVE PROCESSES			
FINAL MAP CHECK			
1 Map Check (Includes up to 3 Reviews)			
a) Base Fee	\$2,774	per map	
b) Additional Per Lot Fee	\$40	per lot	
2 Map Check (4th and Subsequent Reviews - Per Review)			
a) Base Fee	\$555	per map	
b) Additional Per Lot Fee	\$8	per lot	
3 Reversion to Acreage	\$2,522	per map	
4 Certificate of Correction	\$172	per application	
Lot Line Adjustment / Parcel Merger			
5 Lot Line Adjustment	\$1,513	per application	
6 Parcel Merger	\$1,513	per application	
Street Dedication / Vacation			
7 Land Action Documents (ROW / Easements / Grant Deeds / Cert. of Complian	\$1,261	per application	
8 Vacation of Street / Public ROW	\$2,018	per application	
Annexation to CFD			
9 Annexation to CFD	\$3,228		
OTHER FEES			
1 Extension of Time	\$81		
2 Excess Inspection/Re-inspection/Missed Inspection Fee (per hour - 1/2 hour r	\$172		per hr
3 Fee for Additional Services Required Due to Changes, Modifications, Addition	Actual Costs / T&M		
4 Inspections Outside of Normal Business Hours (per hour; 4-hour minimum)	\$172		per hr
5 Work Commenced without a Permit	2x permit fee		
6 Hourly Rate for Services Not Listed in this Fee Schedule (per hour - 1/2 hour r	\$172		per hr

[a] Fee includes dust control / PM10 review.

* Current fee is 2% - 4% of construction costs.

City of Rancho Mirage

MASTER FEE SCHEDULE - BUILDING PERMIT FEES

Activity Description	Fee	Note
Building Permit Fees		
1 Permit Fee Calculation Table (Project Valuation)		[a]
\$1 to \$500	\$18.92	
\$501 to \$2,000		
a) First \$500	\$18.92	
b) Each Additional \$100 or Fraction Thereof up to \$2,000	\$2.52	
\$2,001 to \$25,000		
a) First \$2,000	\$56.75	
b) Each Additional \$1,000 or Fraction Thereof up to \$25,000	\$11.35	
\$25,001 to \$50,000		
a) First \$25,000	\$317.80	
b) Each Additional \$1,000 or Fraction Thereof up to \$50,000	\$8.20	
\$50,001 to \$100,000		
a) First \$50,000	\$522.74	
b) Each Additional \$1,000 or Fraction Thereof up to \$100,000	\$5.68	
\$100,001 to \$500,000		
a) First \$100,000	\$806.49	
b) Each Additional \$1,000 or Fraction Thereof up to \$500,000	\$4.41	
\$500,001 to \$1,000,000		
a) First \$500,000	\$2,572.06	
b) Each Additional \$1,000 or Fraction Thereof up to \$1,000,000	\$3.78	
Over \$1,000,000		
a) First \$1,000,000	\$4,463.75	
b) Each Additional \$1,000 or Fraction Thereof	\$2.52	
2 PV Solar Up to 10kW	\$252	
3 Demolition Permit Fee	\$121	
4 Minimum Permit Fee	\$121	
Plan Check Fees		
5 Plan Check Fee (% of permit fee)	65%	[b]
6 Plan Check Fee for Production Phase Units (% of Full Plan Check Fee)	50%	[c]
7 Planning Plan Review Fee	\$30	
8 Excess Plan Review (per hour - 1/2 hour min.)	\$153	
SMIP and SB 1473 Fees		
9 Strong Motion Fees:		
a) Residential (per \$1 of valuation)	\$0.00013	
b) Commercial (per \$1 of valuation)	\$0.00028	
10 SB 1473 (per \$25,000 of valuation)	\$1	
Technology Enhancement Fee		
11 Technology Enhancement Fee (per \$1 of valuation)	\$0.0013	
General Plan / Long Range Plans Update Fee		
12 General Plan / Long Range Plans Update Fee (per \$1 of valuation)	\$0.0078	
Other Fees		
13 Alternate Methods and Materials	Actual Costs / T&M	
14 Excess Inspection/Excess Re-inspection/Missed Inspection Fee (per inspection)	\$115	
15 Fee for Additional Services Required Due to Changes, Modifications, Additions, etc.	Actual Costs / T&M	
16 Inspections Outside of Normal Business Hours (per hour; 4-hour minimum)	\$153	

City of Rancho Mirage

MASTER FEE SCHEDULE - BUILDING PERMIT FEES

Activity Description	Fee	Note
17 Work Commenced without a Permit	2x permit fee	
18 Hourly Rate for Services Not Listed in this Fee Schedule (per hour - 1/2 hour min.)	\$153	

Notes:

[a] Project valuations for new construction shall be based on data published by the International Code Council (ICC) (building valuation data table, typically updated in February and August of each year). Project valuations for general construction shall be based on the total value of all construction work, including all finish work, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official. The final building permit valuation shall be set at an amount that allows the City to recover its costs of applicant plan check, permit and inspection activities.

[b] Includes up to three plan checks. The City will bill hourly for additional plan review required.

[c] For identical buildings built by the same builder on the same lot or in the same tract and for which building permits are issued at the same time.

City of Rancho Mirage

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee	Charge Basis	Note
1 Water Based Fire Protection Systems			
a) Fire Sprinkler Commercial/Multi Family/Other - New System			
i) Plan Review (up to 50 heads)	\$371		
ii) Inspection (up to 50 heads)	\$278		
b) Fire Sprinkler Commercial/Multi Family/Other - Alteration			
i) Plan Review (up to 25 heads)	\$186		
ii) Inspection (up to 25 heads)	\$186		
c) Fire Sprinkler, Per additional head - New or Alteration			
i) Plan Review	\$1		
ii) Inspection	\$1		
d) Fire Sprinkler Single Family/Duplex - New System			
i) Plan Review	\$278		
ii) Inspection	\$186		
e) Fire Sprinkler Single Family/Duplex - Alteration of Existing System			
i) Plan Review	\$186		
ii) Inspection	\$186		
f) Standpipe			
i) Plan Review (per vertical standpipe)	\$278		
ii) Inspection (per vertical standpipe)	\$371		
g) Fire Pump			
i) Plan Review	\$371		
ii) Inspection	\$371		
h) Fire Protection Underground System			
i) Plan Review (includes 1 riser or hydrant)	\$278		
ii) Inspection (includes 1 riser or hydrant)	\$278		
i) Per Additional Sprinkler Riser or Hydrant			
i) Plan Review	\$186		
ii) Inspection	\$186		
2 Fire Alarm System:			
a) Fire Alarm - New System			
i) Plan Review (up to 25 devices)	\$278		
ii) Inspection (up to 25 devices)	\$371		
b) Fire Alarm - Alteration			
i) Plan Review (up to 5 devices)	\$186		
ii) Inspection (up to 5 devices)	\$186		
c) Per Additional Device			
i) Plan Review - New or Alteration	\$2		
ii) Inspection - New or Alteration	\$2		
3 Alternative Automatic Extinguishing Systems:			
a) Dry, Wet, CO2, Halon, UL 300, Clean Agent, Spray Booth, Other			
i) Plan Review	\$278		
ii) Inspection	\$278		

City of Rancho Mirage

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee	Charge Basis	Note
4 Other Fire Construction Reviews and Inspections:			
a) LPG, Cryogenics, Compressed Gas, Medical Gas, Battery Storage Systems, Industrial Oven, & Other Fire Construction Permit			
i) Plan Review	\$371		
ii) Inspection	\$371		
b) Emergency Responder Radio Coverage			
i) Plan Review & Coordination Deposit (bill hourly after deposit spent)	\$371	deposit	
ii) Inspection & Coordination Deposit (bill hourly after deposit spent)	\$743	deposit	
c) Access/Gate			
i) Plan Review	\$186		
ii) Inspection	\$186		
d) Alternative Materials & Methods of Construction (hourly; 2-hour minimum)	\$186	per hour	
5 Tanks (Above Ground / Under Ground; Fuel Dispensing; LPG)			
a) Above Ground Tank or Underground Tank installation or removal and/or Pipe Installation or Removal (1 tank)	\$557		
b) Above Ground Tank or Underground Tank installation or removal (per add'l tank)	\$186		
c) Under Ground Tank Installation, New System (1 tank)	\$1,485		
d) Under Ground - Hazardous Materials Tank Pipe Installation or Removal (per add'l tank)	\$557		
e) Under Ground - Hazardous Materials Tank Removal (1 tank)	\$557		
6 Building Fees			
a) Commercial / Industrial - New			
i) Plan Review	\$371		
ii) Inspection	\$371		
b) Commercial / Industrial - Tenant Improvement			
i) Plan Review	\$232		
ii) Inspection	\$278		
c) Commercial / Industrial (over 4 stories) - New			
i) Plan Review	\$186	per hour	
ii) Inspection	\$186	per hour	
d) Commercial / Industrial (over 4 stories) - Tenant Improvement			
i) Plan Review	\$186	per hour	
ii) Inspection	\$186	per hour	
e) Multi-Family - New			
i) Plan Review	\$557		
ii) Inspection	\$557		
f) Multi-Family - Tenant Improvement			
i) Plan Review	\$371		
ii) Inspection	\$371		

City of Rancho Mirage

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee	Charge Basis	Note
7 Fire Code Verification:			
a) Operational permit Plan Review/Application Code Review and Presubmittal Planning Related Reviews (hourly) - Minimum 1/2 hour review deposit, additional time billed at hourly rate	\$93	per 1/2 hour	
b) Operational permit inspection (hourly) - Minimum 2 hour review deposit, additional time billed at hourly rate	\$186	per hour	
c) Special Events or Temporary Use Events (hourly) - Minimum 2 hour review deposit, additional time billed at hourly rate	\$186	per hour	
d) Inspection Outside of Normal Work Hours - Hourly Rate	\$241	per hour	
8 Other:			
a) Fire Records and Research (add'l fees apply for copies of mat'ls)	\$46	per 1/4 hour	
b) Plan Revision	\$186	per revision	
c) Excess Plan Review	\$186	per review	
d) Missed Inspection / Excess Inspections	\$186	each	
e) Expedited Review (subject to availability)			
f) Work Commenced without a Permit			
g) Special Requests for Fire Services		See County rate	
h) Fire Prevention Fee-Related Services Not Identified in this Schedule	\$186	per hour	

City of Rancho Mirage

MASTER FEE SCHEDULE - SHORT-TERM RENTAL FEES

Activity Description	Fee	Charge Basis	Note
1 Short-term Rental Certificate Application Fee	\$102	per application	
2 Short-term Rental Annual Regulatory Permit Charge	\$297	per year	

City of Rancho Mirage

MASTER FEE SCHEDULE - SPECIAL EVENT/FILM/PHOTOGRAPHY FEES

Activity Description	Fee	Charge Basis	Note
1 Special Event Permit			
a) Application Review Fee (City Review)	\$252	per application	[a]
2 Film / Photography Permit			
a) Application Review Fee (City Review)	\$555	per application	[a]

[a] Additional fees may apply for business license, other agency review fees, security, sanitation/health, fire, building and safety, on-site support, etc.

City of Rancho Mirage

MASTER FEE SCHEDULE - ADMINISTRATIVE / CLERK / RECORDS FEES

Activity Description	Fee	Charge Basis	Note
1 General Copying (Public Records)			
a) 8.5 x 11" (letter) or 8.5 x 14" (legal)	\$0.13	per page	[a]
b) 11 x 17"	\$0.13	per page	[a]
c) Oversize / All Others			
i) Materials Costs	actual cost	time & materials	
ii) Outside Service Costs	actual cost	time & materials	
iii) City Staff Costs	\$71	per hour; 15-min increment	
2 Electronic Public Records			
a) Records Currently Stored Electronically			
i) City Staff Costs	\$71	per hour; 15-min increment	
b) Documents Scanned for Email			
i) City Staff Costs	\$71	per hour; 15-min increment	
c) Documents Requiring Formatting, Programming, Development, etc.			
i) Materials Costs	actual cost	time & materials	[b]
ii) Outside Service Costs	actual cost	time & materials	
iii) City Staff Costs	\$71	per hour; 15-min increment	
3 Audio / Digital Media Public Records			
a) Materials Costs	actual cost	time & materials	[b]
b) Outside Service Costs	actual cost	time & materials	
c) City Staff Costs	\$71	per hour; 15-min increment	
4 Mailing Public Records	actual cost	envelope, postage, etc.	
5 Document Certification	\$15	per request	

[a] No charge for first ten pages.

[b] E.g. storage device.

City of Rancho Mirage

MASTER FEE SCHEDULE - BUSINESS LICENSE / FINANCE FEES

Activity Description	Fee	Charge Basis	Note
Non-Sufficient Funds / Returned Check/Payment Processing			
1 Non-Sufficient Funds Processing			
a) First	\$25.00		
b) Each Additional	\$35.00		
Business License (Annual Fees) [a]			
1 General Business			
a) Base Fee	\$30.00	per year	
b) Plus, per employee fee	\$3.00	per employee; per year	
2 Service Industry			
a) Base Fee	\$30.00	per year	
b) Plus, per employee fee	\$3.00	per employee; per year	
3 Professional			
a) Base Fee (per professional)	\$58.00	per professional; per year	
b) Plus, per non-professional fee	\$3.00	per non-professional; per year	
4 Contractors (General & Specialty)	\$89.00	per year	
5 Non-Licensed Building Tradesmen	\$75.00	per year	
6 Eating Establishments & Catering Services	\$30.00	per year	
7 Clubs, Private, Recreational	\$89.00	per year	
8 Hotels, Apartments, Courts and Rooming Houses			
a) Per Room Fee (see below for min. and max. fees)	\$2.00	per room; per year	
i) Minimum Fee (3 rooms - 12 rooms)	\$29.00	per year	
ii) Maximum Fee (75 rooms or more)	\$177.00	per year	
b) Add'l Fees for Dining Areas/Restaurants/Food/Beverage Svc	\$26.00	per year	
9 Mobile Home Parks			
a) Base Fee	\$29.00	per year	
b) Plus, per space fee	\$2.00	per rental space	
10 Motor Vehicles / Delivery	\$58.00	per year	
11 Vehicle Service or Maintenance	\$58.00	per year	
12 Motor Vehicles Sales	\$119.00	per year	
13 Short-Term Rental			
a) Management Company	\$30.00	per year	
b) Individual	\$30.00	per year	
Business License Application (One-Time Fees)			
14 Home Occupation	\$53.00	per application	
15 Applications Requiring Use and Occupancy Review	\$53.00	per application	

[a] See Resolution No. 74-46 or contact Finance Department if business license activity is not covered in the explanations in this schedule.