The Riverside County Flood Control and Water Conservation District (District) is requesting proposals/qualifications to perform engineering services for the proposed Mockingbird Canyon Restoration project.

This request has been formatted to include four major sections, as follows:

1. PROJECT OVERVIEW
2. DISTRICT RESPONSIBILITIES
2. CONSULTANT RESPONSIBILITIES AND DELIVERABLES
10. PROPOSAL CONTENT

If your firm is interested in the referenced Request for Proposal/Qualifications (RFP/Q), please provide the necessary documentation as outlined in this RFP/Q. Your written proposal must include one (1) electronic (in PDF format) and three (3) hard copies submitted to the District.

Each proposal will be reviewed and evaluated by a selection committee of District staff. After reviewing all proposals, interviews may be requested to assist the selection committee in determining the successful firm.

Respondents must submit their Proposals/Qualifications package to the District at the address below by Thursday April 30, 2020 at 2:00 p.m. If you have any questions or clarifications regarding this request, please submit them in writing to Nick Guizado at nguizado@rivco.org no later than 4:00 p.m. on April 16, 2020.

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Helio Takano, Engineering Project Manager
    Design II Section
Re: Mockingbird Canyon Restoration
PROJECT OVERVIEW

The District is seeking proposals to provide final engineering, project management and technical support services for the Mockingbird Canyon Restoration project. This solicitation is open to all qualified firms.

To assist you in the preparation of your proposal, we have provided the following:

- Attachment "A" – Location Maps
- Attachment "B" – Project Overview Limits
- Attachment "C" – Mockingbird Canyon As-Builts
- Attachment "D" – Project Base Mapping
- Attachment "E" – Preliminary Design
- Attachment "F" – JE Fuller Geomorphology Report
- Attachment "G" – Insurance and Indemnification

PROJECT LOCATION

Please refer to the Location Maps (Attachment "A"). The proposed project is located in the unincorporated community of Woodcrest in Riverside County, within Sections 21, 27, 28 and 34, Township 3 South, Range 5 West, San Bernardino County Baseline and Meridian.

PROJECT DESCRIPTION

Refer to Attachment "B". Over the last 40 years, Mockingbird Canyon Wash has experienced significant soil erosion and flooding. During storm events, Mockingbird Canyon Road conditions are dangerous, and the primary access routes for some homeowners become impassible. Bank erosion and flooding has repeatedly caused significant damage to Mockingbird Canyon Road, the public utilities located along the wash corridor and to the District's existing bank protection structure downstream of Pennington Lane.

The movement of sediment along the wash is also a concern. Currently, one cell of the Mockingbird Canyon Road reinforced concrete box culvert crossing is plugged with sediment, and there is significant erosion on the downstream side of the structure where the majority of the cutoff wall is exposed. The cells of the Van Buren Boulevard reinforced concrete box culvert crossing are about 50% full of sediment, but this culvert has also been subject to downstream scour and undercutting in the recent past. In addition to problems along the wash, sediment eroded from the watershed accumulates in the Mockingbird Reservoir and diminishes its storage capacity which, for flood control purposes, is designed to discharge no flow during the 100-year event.

District engineers and JE Fuller have analyzed the existing wash and facilities, and have produced hydrology and geomorphology reports, including alternatives, recommendations and preliminary designs for improvements through all six sub-reaches. Those studies have been included in the following FTP site:

https://is.gd/MockingbirdCanyonFiles

A brief description of each alternative is given below; see JE Fuller Geomorphology Report Task 4 for more information:

The recommended alternative for Sub-Reach 1 consists of whole-section revetment with grade control structures, and is designed to prevent additional vertical degradation of the wash. The design is intended to preserve the function of the Pennington Place Bridge (and attached waterline) by preventing vertical movement of the thalweg, and to prevent erosion of the Lindina Drive Bank Protection and the access road behind. It will also greatly reduce the sediment deposition downstream, which models indicate that
Sub-Reach 1 is the dominant provider. Challenges associated with Sub-Reach 1 will be the Pennington Place Bridge which has a posted weight capacity of 30,000 pounds.

The recommended alternative for Sub-Reach 2 consists of engineered bank protection along Mockingbird Canyon Road. This design is intended to reduce damage to Mockingbird Canyon Road as well as minimize the reoccurrence of maintenance in this area. This will subsequently serve to reduce sediment supply downstream by reducing lateral erosion in the sub-reach.

The recommended alternative for Sub-Reach 3 consists of constructing drop inlet as well as additional taller cells which will concentrate low-flows and reduce sedimentation while increasing high-flow capacity. Downstream grade control will also be required at the culvert outlets.

The recommended alternative for Sub-Reach 4 consists of revetment along both banks as well as grade control structures.

The recommended alternative for Sub-Reach 5 is the longest of the reaches where substantial improvements are proposed. It consists of constructing an engineered channel with revetment along both banks and grade control structures where necessary as well as a sediment basin.

Mockingbird Canyon Wash has a tributary watershed of approximately 8,392 acres and is mostly comprised of very low density residential properties.

**DISTRICT PROVIDED RESOURCES**

The District will provide:

1. **Design Mapping:** The District has mapped the project site and will provide the Consultant with digital topographic mapping having a one-foot contour interval that shall be used for the project. Planimetrics, contours, known underground utilities, and property lines are included in the mapping (right of way and utilities to be provided in Q1-2020). Mapping will be provided in Bentley MicroStation ver. 08i (.dgn). Digital terrain surfaces will be provided in Bentley InRoads digital terrain model (.dtm).
2. As-built drawings for the existing facility.
3. All previous planning studies including the Geomorphology Report by JE Fuller in PDF format.
4. Mainline hydrology and design flow rates for the system.
5. The existing HEC-RAS model of Mockingbird Canyon Wash. HEC-RAS model shall be modified as necessary to match the proposed project.
6. Project schedule template (MS Project).
7. Cost estimating template (Excel).
8. Right of entry/permits for all required field investigations.
9. Field survey services as requested by Consultant.
11. All Environmental documentation and permits necessary for the construction of the project.

**DESIGN STANDARDS**

All work shall conform to the following:

- Drafting shall conform to the District’s Drafting Manual (http://rcflood.org/Engineering.aspx).
- District approved software shall be used for all hydrology and hydraulic calculations (http://rcflood.org/Downloads/Information%20Technology/District%20Accepted%20Software.pdf).
Where available, structures shall be selected from and implemented in accordance with District standard drawings (http://rcflood.org/downloads/Standard%20Drawings/@@Standard%20Drawings%2007102019.pdf), County of Riverside Standard Drawings (https://rctlma.org/Portals/7/documents/ord461/ord461_package.pdf), Caltrans/APWA, or other public agencies, in that order. Where standards are not available, custom designs are required.

AutoCAD or MicroStation/OpenRoads CADD software is acceptable, however, District staff use MicroStation.

CONSULTANT RESPONSIBILITIES AND DELIVERABLES

GENERAL DESCRIPTION OF REQUIRED SERVICES

The services requested include:

- **Full Service Project Management:**
  - Proactive management and coordination of project elements to ensure completion on time. This includes active coordination with various District staff, other consultants, other Government Agencies, and Cities as necessary to seek and obtain timely information to keep the project on schedule.
  - Monthly meetings to provide detailed project status updates, project schedule and to address any questions/concerns.
  - Meeting preparation includes scheduling, preparing the agenda and providing meeting minutes.
  - Bi-weekly conference calls to provide quick project status updates.

- **Final Engineering and Construction Drawings:** Design and preparation of construction drawings for the project as necessary to meet the following key objectives:
  - Evaluate preliminary designs from 2013 JE Fuller report, and determine what elements should be implemented and whether further study is required.
  - Design channel protection based on JE Fuller preliminary design (see Attachment E) and input from the District's Regulatory Division.
  - Meet with District's Regulatory Division to determine locations along Mockingbird Canyon Wash that have the potential to serve as environmental mitigation areas.
  - Design junctions for existing lateral facilities.
  - Following the District's Hydrology Manual, determine local site drainage not accounted for in District's provided hydrology report and design hydraulic systems and structures that account for these flows.
  - Alternative analysis for construction equipment and District maintenance vehicles: Perform structural analysis of the existing Pennington Place Bridge to determine if it can be retrofitted to meet existing bridge design standards, or if extending access from Canyon View Drive southerly to Lindina Drive is a more feasible alternative.
  - Design access ramps into the channel such that District's Maintenance Section can adequately maintain all areas of the channel invert.
  - Determine the necessary right of way and temporary construction easements.
  - Review conflicting utility lines and provide relocation design.

The system will need to be designed to safely carry the existing flow rates, as seen in Attachment "F", of 6,797 cfs. The project tasks shall be tracked at the 30%, 60%, 90% and final design plans.

A preliminary scope of work and its tasks are defined below.
PRELIMINARY SCOPE OF WORK

This section is intended to provide definitions and a general guideline of each task, subtask and deliverable for the project. This scope of work is preliminary, and the consultant is free to amend or modify any of the tasks and deliverables as necessary or as seen fit for the project.

1. PROVIDE MEMORANDUM OF UNDERSTANDING AND SCHEDULE:

DELIVERABLE:

Provide design memorandum of understanding including an outline of any and all project constraints, a detailed review of the preliminary design and recommendations for any revisions, identifications of any site investigations that are recommended and a detailed project schedule showing advertise targeted date NO LATER THAN OCTOBER 2021. Schedule must include enough time for District review of submittals, as well as time to address comments from the District.

2. UPDATE PRELIMINARY DESIGN:

- Determine maintenance access requirements with District Operations and Maintenance staff and incorporate maintenance access into design (assume 2-3 meetings).
- Perform an alternative analysis regarding access to the site from Pennington Place. The existing District-owned bridge is only rated for 30,000 lbs. which is insufficient for District maintenance vehicles. The alternative analysis should assess whether the bridge can be retrofit to meet current bridge design standards, or if extending access from Canyon View Drive southerly to Lindina Drive is a more feasible and cost-effective alternative. Review analysis and recommendations with District (assume 2 meetings).
- Evaluate opportunities to protect existing trees or vegetation or incorporate new areas that can serve onsite environmental benefits and/or mitigation. Coordinate with District Environmental Regulatory Services (ERS) staff who are performing the project EIR/CEQA/Permits (assume 1-2 meetings).
- Evaluate opportunities to integrate a trail system along the creek. Prepare a conceptual layout and confirm impacts on project design, considering pedestrian safety and access. Participate with District and other public agencies in meetings to gauge interest in incorporating the trail into the final design (assume 3-4 meetings).
- Evaluate side drainage needs and identify locations of discharge to the creek.
- Update wash design, planform and hydraulic models to meet objectives and reflect changes resulting from the above studies.

DELIVERABLE:

Upon completion of each of the above items, submit a memo documenting the outcomes and decisions/recommendations made, and how they will impact or be integrated into the final design/permitting. Incorporate or attach appropriate exhibits or diagrams.

3. 30% PLANS:

The 30% design plans must show the final planform, profile and sections of the main creek, each integrating the elements identified in preliminary design and locating and hydraulic sizing of structures within the main creek such as bridges, culverts, drop structures, transitions, riprap, etc. Plans must conform to the content and presentation requirements shown in the District's Drafting Manual (latest edition), including but not limited to:

- Title Sheet
- Plan and Profile Sheets, including main creek cross sections (assume 1" = 20' scale)
- Survey Control Sheets (scale TBD)
- Basin/Grading Sheets (scale TBD)

**DELIVERABLE:**

Provide 30% design plans (two hard copies and one in PDF format). Assume two submittals, with the second submittal fully addressing all comments received from the District following the first submittal. Schedule to assume a 20 workday turnaround for District comments.

**4. LAND ACQUISITION COORDINATION:**

Consultant shall coordinate with District Real Estate Services (RES) staff, who will be lead in acquiring any necessary property rights. Consultant shall develop exhibits and information necessary to support District RES staff.

**DELIVERABLES:**

- Exhibits for each APN identifying and dimensioning the specific limits of land acquisition necessary for the project, considering both temporary construction needs as well as permanent needs for operation and maintenance of the project (assume 41 APNs).
- Review and confirmation of District-prepared legals and plats to confirm they meet project needs.
- Coordination with RES staff during the acquisition process as needed for questions/clarifications.

**5. ENVIRONMENTAL COORDINATION:**

The District will lead all CEQA and Environmental Permitting efforts. The Consultant shall prepare information, exhibits and documentation as needed to support the District.

**DELIVERABLES:**

- Submit an Environmental Information Package (EIP) in PDF format, following the provided template.
- Attend meetings/conference calls to ensure that the design and CEQA/permitting efforts are coordinated (assume 20 hours).

**6. GEOTECHNICAL INVESTIGATION:**

The Consultant shall secure a geotechnical investigation of the site. This investigation may be performed prior, during or subsequent to the 30% design plans as the consultant deems appropriate.

Proposals for this project should include the recommended number and types of borings, approximate boring locations and depth. Geotechnical investigations will be a reimbursable subtask based on subcontractor's actual costs plus nominal administrative costs. The proposal shall recommend a total 'Not to Exceed' fee for potholing services and the included overhead rate that would be added to the actual costs.

The geotechnical report should address, but is not limited to, the following:

1. Overall feasibility of the project as proposed;
2. Soil types/soil logs;
3. Description of groundwater, site and subsurface conditions;
4. Geologic setting/seismicity condition of the area;
5. Excavation characteristics, and presence of rock within proposed excavations;
6. Suitability of onsite materials for use as backfill and any limitations;
7. Stable slopes for proposed excavations;
8. Recommendations for unusual soil conditions or groundwater conditions during construction, if encountered;
9. Site preparation including compaction requirements and compaction characteristics of native soil;
10. Recommendations for any anticipated shrinkage and/or subsidence;
11. Corrosion protection requirements;
12. Trenching and shoring design criteria as applicable;
13. The stability of access along Lindina Drive and Pennington Place Bridge, including abutments; and
14. Specific soil analyses / parameters as needed for the design of the project such as, but not limited to:
   - Allowable bearing pressure;
   - Active/passive coefficients for lateral earth pressures;
   - Coefficient of friction;
   - Sand equivalent values and soil density;
   - Soil compressibility, preliminary soil strength;
   - Soil R-value for paving design where applicable; and
   - Soluble sulfate analysis.

**DELIVERABLES:**

- A draft report shall be provided for District review and comments in PDF format.
- A final report signed and stamped by a registered geotechnical engineer shall be provided in PDF format and two (2) bound hard copies.

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**7. UTILITY COORDINATION:**

**A) UTILITY LOCATING**

The Consultant shall secure the services of a qualified firm to perform potholing (including any traffic control, and County permits) or other investigations as necessary for the entire project. Potholing will be a reimbursable subtask based on subcontractor's actual costs plus nominal Consultant's administrative costs. The proposal shall recommend a total 'Not to Exceed' fee for potholing services and the included overhead rate that would be added to the actual costs.

The Consultant shall coordinate with the District to determine the locations where potholing is required. The purpose of potholing is to identify the horizontal and vertical positioning of existing utilities along the channel alignment for each pothole. Consultant shall coordinate the work between his subcontractor and the District's Utility Coordinator. The Utility Coordinator will schedule the District's Survey Crew to survey the horizontal and vertical control points of all potholes performed by the subcontractor. Consultant will have a District Engineer onsite during the potholing process.

Consultant shall prepare a pothole location diagram which will be used to identify the required pothole locations in the field.

**DELIVERABLES:**

- Provide final pothole report which includes location, description, photos and exhibits and diagrams (hard copy and digital format).
• Prepare utility conflict report with exhibits following District provided format.

B) UTILITY RELOCATION COORDINATION

The District will take the lead in coordinating with utility companies for the relocation of their facilities. Where possible, utilities will be ordered relocated by the County, and in such cases, the Consultant shall review the utility company's relocation plans as needed to ensure that they will be clear of the work necessary for the project.

If necessary, the District may request the Consultant prepare utility relocation or protection plans. The cost for such designs will be negotiated on a case by case basis.

DELIVERABLE:

Review of utility company prepared relocation plans as needed (assume 20 hours).

8. 60% DESIGN PLANS:

The 60% design plans must incorporate all additional sections, profiles, dimensions and other details necessary for the geometric design of the various features included in the project, such as but not limited to drop structures, energy dissipators, riprap and filter layers, side drainage inlets, wingwalls and headwalls, bridges, culverts/pipes, access roads, etc. Structural designs and reinforcing are not included in 60% design plans but will be based on the details that are finalized in the 60% design plans. Plans must conform to the content and presentation requirements shown in the District's Drafting Manual (latest edition), including but not limited to:

• Connector Pipe/Side Drainage inlet profiles
• Miscellaneous Detail Sheets
• Utility Relocation Sheets (if applicable)
• Paving Sheets
• Plan and Profile Sheets, including main creek cross sections (assume 1" = 20' scale)
• Survey Control Sheets (scale TBD)

DELIVERABLE:

Provide 60% design plans (two hard copies and one in PDF format). Assume two submittals, with the second submittal fully addressing all comments received from the District following the first submittal. Schedule to assume a 20 workday turnaround for District comments.

9. HYDROLOGY & HYDRAULICS REPORT:

The Consultant shall prepare a comprehensive report incorporating the side drainage hydrology and all project hydraulic calculations. The mainline hydrology provided by the District shall be included in an appendix. This report shall be a complete self-contained package and shall include a narrative, assumptions, boundary conditions, all mapping/exhibits, calculations, hydraulic output files and reference drawings and materials. Information should be organized and labeled such that the District can easily find the backup for a portion of the project in which they are interested.

DELIVERABLES:

• A draft report shall be provided for District review and comments (PDF format).
• A final report signed and stamped by registered professional engineer shall be provided (PDF format).
• Computer files of all hydrologic/hydraulic analyses.
10. BID ITEMS AND COST ESTIMATE:
Consultant shall prepare a bid schedule in standard District format ensuring that each item to be constructed has a bid item in the schedule and is identified in the construction notes and details on the plans. Develop quantities consistent with District standard payment methods. Research appropriate unit costs, such as by using information from the District's Planning Unit Cost Sheets or from recent District projects.

DELIVERABLE:
Provide preliminary construction cost estimate (hard copy and digital format).

11. 90% DESIGN PLANS:
The 90% design plans must incorporate all final refinements to the drawings, maintenance sheets, traffic control sheets, and all structural and reinforcing details. Plans must conform to the content and presentation requirements shown in the District's Drafting Manual (latest edition), including but not limited to:

- Structural/Reinforcing Detail Sheets.
- Maintenance Plan identifying areas that are environmentally sensitive or otherwise restricted from maintenance, if applicable.
- Traffic Control Plan Sheets.

DELIVERABLE:
Provide 90% design plans (two hard copies and one in PDF format). Assume two submittals, with the second submittal fully addressing all comments received from the District following the first submittal. Schedule to assume a 20 workday turnaround for District comments.

12. STRUCTURAL DESIGN REPORT:
The Consultant shall prepare a project-specific structural design report. This report is a complete record of structural analysis for all custom designed elements in the project. The report will contain narrative explaining assumptions, load cases, code references and reference source input data (geotechnical investigation report, etc.). Information should be organized and labeled such that the District can easily find the backup to a portion of the project for which they are interested. Any structure that requires structural analysis (non-standard structures) shall be in accordance with the appropriate codes for the materials, design loads, stability and stresses.

Where possible, other structures shall be designed to County/District Standards where available and similarly will not require custom structural design. For such 'standard' structures, the structural design report will simply confirm the applicability of the standard to the design scenario.

DELIVERABLES:
- Complete draft of the structural design report (PDF format) for District review and comment.
- Final structural design report signed and stamped by registered professional engineer (PDF format).
13. 90% STORMWATER POLLUTION PREVENTION PLAN:

Determine the requirements of the construction general permit (CGP) that are applicable to the project. If coverage under the CGP is required, prepare a 90% Stormwater Pollution Prevention Plan (SWPPP) following the template provided by the District. Provide a 90% SWPPP to the District for review and comment. If coverage under the CGP is NOT required, a Pollution Prevention Plan will still be required and should be prepared and provided to the District for review and comment.

DELIVERABLES:

Provide 90% SWPPP (hard copy and digital format).

14. DRAFT SPECIFICATIONS:

Utilizing the Master Specifications provide by District, Consultant shall review the special provisions and edit/modify any provisions as needed for the project. Consultant shall ensure the specifications include contract items that cover ALL items that the plans require. Also, make sure the terms used on the plans are adjusted if necessary to match the contract items and terms used in the specifications.

DELIVERABLES:

Provide a set of draft specifications (hard copy and digital format).

15. FINAL PLANS:

Based on any final comments from the District following development of the specifications, the Consultant shall finalize all remaining elements of the project as follows:

A) FINAL FIELD CHECK AND 100% PLANS

Consultant shall perform, with District staff, a final field check of the project plans. The plans shall then be finalized based on comments from final field check with District personnel, as well as any other changes provided by the District. This milestone task documents the point in time that the District has confirmed that any/all necessary revisions have been completed and the plans are considered approved and ready to print to mylar.

DELIVERABLE:

Provide final signed and stamped design plans in PDF format, following District procedures for digital signatures and plan creation.

B) FINAL COST ESTIMATE

Finalize the cost estimate based on the approved 90% design plans and any comments from the District. Coordinate with District personnel to ensure bid items match the design specifications exactly and are reflected on the plans.

DELIVERABLE:

Provide final bid items list including quantities, units, unit cost and final total cost estimate.

C) FINAL SPECIFICATIONS

Consultant shall finalize specifications by incorporating comments for the draft specifications.
DELIVERABLE:

Provide final project specifications (digital format).

PROPOSAL CONTENT

Your proposal shall include the following:

- Organizational chart and listing of all project team personnel and their qualifications that will be involved in providing the services in this RFP. Provide certifications and resumes of key personnel.
- Description of the proposed team's similar project experience with emphasis on projects where the team provided project management and final design/engineering for the construction of projects of similar scope and scale.
- List of references for similar recent projects.
- Scope of work that will be performed to accomplish the final design requirements set forth in this RFP. Scope of work shall identify all tasks, subtasks and deliverables.
- Preliminary project schedule for completing the scope of work in terms of days/weeks after issuance of a notice to proceed. Schedule should:
  - Provide for delivery of final design plans by April 2021.
  - Be itemized to identify the estimated delivery date for each deliverable.
  - Assume a start date of April 2020.
- An itemized list of not to exceed costs for each task and subtask identified in the scope of work including the estimated man hours breakdown resulting in such costs. Such costs shall be placed in a separate sealed envelope.

SELECTION CRITERIA

All proposals received by the deadline will be reviewed and scored by a committee of District staff (Committee) familiar with the project and the required work elements. Proposals will be scored on a qualifications basis considering criteria including but not limited to:

- Firms Relevant Experience
- Key Personnel (Technical Competence & Qualifications)
- Project Understanding and Scope
- Schedule/Work Hour Estimate
- Overall Impression

Costs submitted with the proposal will remain sealed and not be considered in the initial evaluation and preliminary selection. Upon selection of a preferred Consultant, the District will open and review the cost proposal only from that Consultant. If the proposed costs are higher than District funding would allow, the District will contact that Consultant and discuss if there are refinements to the scope or their costs that can bring the proposal within available District budget. If the District and that Consultant are unable to bring the costs within budget, that Consultant's proposal will be rejected, and the District will then consider the cost proposal from the next highest scoring Consultant.

Once a firm has been selected the Committee will negotiate a contract with the top firm that will then be considered for approval by the District. The successful firm will be expected to enter into a Consulting Services Agreement. See Insurance and Indemnification excerpt required for this project, Attachment "G".
ATTACHMENT "A"
LOCATION MAP
ATTACHMENT "B"
PROJECT OVERVIEW LIMITS
Mockingbird Canyon Restoration

Legend
- Proposed Mockingbird Canyon Restoration

Project Location

Description
- Project Overview/Limits

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Project No.: 2-0-00178-01
Engineer: NG
Date: 9/4/2019
ATTACHMENT "C"
AS-BUILT PLANS
Table 1. List of included as-built and plan files.

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<th>File</th>
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<td>DWG 2-144 MOCKINGBIRD CANYON, LEVEE AND BRIDGE, STAGE I, AS-BUILT (1976)</td>
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<tr>
<td>dwg 2-0427_2011 restoration</td>
<td>Pdf</td>
<td>DWG 2-427 MOCKINGBIRD CANYON LEVEE RESTORATION, PLANS (2011) [ASSUMED AS-BUILTS]</td>
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ATTACHMENT "D"
PROJECT BASE MAPPING
Table 2. List of included mapping files in FTP Site.

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<td>Storm drain inlets into channel</td>
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<td>Utility lines as feature</td>
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ATTACHMENT "E"
PRELIMINARY DESIGN
ATTACHMENT "F"
JE FULLER GEOMORPHOLOGY REPORT
Table 2. List of included reports in FTP Site.

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<td>Initial Assessment Report</td>
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<tr>
<td>Task 3 Report Final</td>
<td>Pdf</td>
<td>Existing Condition Hydraulic and Sediment Transport Modeling</td>
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<tr>
<td>Task 4 Report Appendices Final</td>
<td>Pdf</td>
<td>Appendices</td>
</tr>
<tr>
<td>Task 4 Report Final</td>
<td>Pdf</td>
<td>Proposed Improvements Report</td>
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ATTACHMENT "G"
INSURANCE AND INDEMNIFICATION
1. **INSURANCE**

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. **Workers' Compensation:** If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insureds. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. **Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.

D. **Professional Liability:** CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than $2,000,000 per occurrence and $4,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made
basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.

E. General Insurance Provisions – All Lines:
   i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

   ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence, each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of the DISTRICT's Risk Manager, CONSULTANT's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

   iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with: 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

2. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to
property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, subcontractors, agents or representatives ("Indemnitors") from this Agreement.
CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.
With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.
CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.
The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.