

ATTACHMENT A • SCOPE OF SERVICES

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D. STANDARDS

Documents shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or County Standards and Practices as appropriate. Caltrans guidelines for the technical studies and the environmental document will follow the guidance available as of contract date.

1. Environmental

Environmental documents and services shall be performed in accordance with CALTRANS Standard Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) if a project has a Federal nexus.

Federal and State requirements for environmental analysis and impact assessment, as set forth in the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other applicable Federal and State regulations, must be satisfied.

2. Geographical Information System (GIS)

a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.

b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for a specific PROJECT and as described within the Scope of Services.

d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of COUNTY GIS information.

- e. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
- f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- g. Final plans, drawings or other work products will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the appropriate meta data and will be geographically registered using a appropriate coordinate system such as the California State Plane Coordinate System NAD 83.

3. Project Files

Project files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.

E. QUALITY CONTROL

- 1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to this Contract. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements.

Evidence that the quality control plan is functional may be requested by the COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

- 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this Contract and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY’S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY’S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.
- 3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked “Draft” or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used as a final product.
- 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, and signature of the professional engineer(s) responsible for their preparation.

F. KEY PERSONNEL

The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the COUNTY’s Contract Administrator has been secured. The key personnel for performance of this Contract are:

Assignment	Key Personnel
	[Name]
	[Name]
	[Name]

[Name]

[Name]

[Name]

G. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
 - Provide survey controls.
 - Verify that County survey control points are still in place and undisturbed.
 - Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
 - Prepare existing right-of-way and parcel mapping.
 - Coordinate permits for right-of-entry with property owners.
 - Obtain and review title reports, identify easements and encumbrances.
 - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
 - Perform right-of-way negotiations and acquisitions.
 - Certify new acquired right-of-way.

ARTICLE AII • CONTRACT ADMINISTRATION

A. CONTRACT MANAGEMENT

The CONSULTANT’s Contract Manager will maintain ongoing liaison with the COUNTY’s Contract Administrator and other effected agencies to promote effective coordination during the course of working on Task Orders.

B. COST ACCOUNTING

The CONSULTANT will prepare and submit monthly invoices of expenditures for each on-call Task Order. Expenditures include direct labor costs, other direct costs and subconsultant costs. All Invoices will include all supporting data.

C. SCHEDULING

Schedules will be prepared for each specific Task Order.

ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for transportation related services located throughout Riverside County. The Riverside County Transportation Department will administer the contract however services can be utilized by other COUNTY departments through coordination with the COUNTY's Contract Administrator. Services will be performed at the request of the COUNTY's Contract Administrator. CONSULTANT and COUNTY shall negotiate and establish a cost estimate that is consistent with the services listed below and the CONSULTANT's billing rates as provided in Attachment C. Each Task Order shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANT's Contract Manager or authorized designees. The sum of the Task Orders cost estimates authorized in each year shall not exceed the maximum annual amount. The CONSULTANT may be required to provide on-call services that include but are not limited to the following:

Preparation of biological reports compliant with CEQA and/or NEPA

General Biological – including habitat assessments

Focused Surveys

MSHCP Surveys and Compliance

Wetlands and Jurisdictional Waters Delineations

Biological Assessments/State and Federal Endangered Species Act Compliance

Natural Environmental Studies

Mitigation Plans

- Preparation of Habitat Mitigation and Monitoring Plan
- Mitigation site development meeting regulatory permitting agency requirements
- Conceptual and construction level design plans for permittee responsible mitigation

Federal and State Agency Coordination

Construction Monitoring Documentation and Reporting

Emergency Project Documentation and Reporting