

**COUNTY OF VENTURA  
PUBLIC WORKS AGENCY**

**CONSULTANT'S GUIDE**

**TO**

**VENTURA COUNTY PROCEDURES**



**FOURTH EDITION**

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## **NOTICE TO ARCHITECTS**

Public Contract Code, 20103.6 requires local agencies to notify architects, in advance of requesting proposals for a specific project, of any contract provision that would require the contracting architect to indemnify and hold harmless the local agency against any and all liability, whether or not caused by the activity of the contracting architect.

The County of Ventura uses standard contract forms ES-150 and ES-151 (see Appendix 3 of the Consultant's Guide to Ventura County Procedures) that include indemnity clauses, however such clauses only apply to negligent performance of the consultant. Form ES-150 also contains a clause that makes the consultant responsible for certain costs due to consultant's errors or omissions.

The provisions of the County's standard contract form do not fall under the provisions of PCC, 20103.6.

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CONSULTANT'S GUIDE TO VENTURA COUNTY PROCEDURES  
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# CONSULTANT'S GUIDE TO VENTURA COUNTY PROCEDURES

## 1.0 GENERAL

### 1.1 INTRODUCTION

This guide has been prepared to:

- a. Inform Consultants on County policies affecting the use of consultants, and procedures concerning selection and contracting with consultants.
- b. Assist Consultants in performing their services in accordance with the special requirements of Ventura County.
- c. Set certain standards for performance of Consultant. (This guide is made a part of Consultant's contract by reference.)

No attempt has been made to include all of the information required for performing services that are common in the professions. While some common information is included, the main items included are those where the Consultant's services or practices for the County may be required to differ in some way from those normally performed for other clients.

The term "Agency" is used to denote the owner of the work to be constructed both herein and in contract documents. "Agency" may be the County of Ventura, one of the special districts for which County staff provides services or, in certain cases, another entity with which the County has contracted to perform services.

The term "County" is used herein when discussing general policies.

The term "staff" is used to mean County staff unless otherwise noted.

### 1.2 USE AND SELECTION OF CONSULTANTS

#### 1.2.1 Use of Consultants.

Consultants are used whenever the County staff cannot do the work due to one or more of the following reasons (See Appendix 1, the Board's policy on Professional Consulting Services contracts):

- (1) Time constraints on project that can not be met by staff.
- (2) Lack of expertise (PWA staff professionals are mostly Civil Engineers.)
- (3) Lack of specialized equipment for testing or inspection
- (4) Shortage of staff.

The use of consultants for work administered by the Public Works Agency (PWA) varies with the mission and staffing of each of its five departments. Each department is headed by a Deputy Director of Public Works. The table in Appendix 4 shows selected information about each as it relates to the use of consultants and contracting with consultants.

## **1.2.2 Selection of Consultants**

### **1.2.2.1 Annual Professional Consulting Services Contracts**

Each fiscal year, the County enters into consulting services contracts on an annual basis with a selected group of consultants in a variety of disciplines for which multiple use of services are expected during the ensuing year. The limitations on the uses of the annual contracts are shown in Appendix 1 to this manual. Disciplines for which there are currently (1993) contracts include the following:

- Map Checking
- Quality Control and Testing
- Photogrammetric
- Plan Checking
- Other frequently used special services

Selection of consultants for annual contracts is based on performance on past County work, work submitted to County agencies for review or on the recommendation of others for whom work has been performed.

Annual contracts do not guarantee that any work orders will be issued to the consultant during the year, nor do they require that the consultant accept any assignment offered. The contracts merely set up the terms under which work will be done and the unit prices which will be paid. Individual work orders define scope, time for completion and maximum fees for the work.

The selection of a particular consultant to whom a Work Order will be issued for a particular task will be made as follows:

- (1) For map checking and plan checking contracts, selection is on a rotational basis except where a conflict of interest might occur or where work on an adjacent map or another part of the same group of tracts makes the use of the same consultant more beneficial.
- (2) For photogrammetric services contracts, price quotations are solicited from each of the consultants for those items of cost that are not fixed by the original contract terms. The lowest price for the entire work will define who receives the Work Order. If all work is defined by unit prices, the prices are computed by the Agency and only the lowest price consultant contacted.
- (3) For all other disciplines, the particular consultant is selected by the Project Manager subject to the approval of the Director of Public Works. Rotation, where feasible, is encouraged.

### **1.2.2.2 Contracts for Individual Projects**

For most project design work, and where annual contracts are not available or their use is not allowed or is inappropriate, consultant selection will be made for the individual project in the following manner.

The Project Manager will review the 254 forms submitted by Consultants with staffed offices located in Ventura County and list a group that appear to be qualified and who indicate, when contacted, that they are interested. Out-of-County Consultants may be included when qualified local Consultants are unavailable, where a single apparently qualified local consultant needs to be compared with others during the interview process, or where local consultants cannot meet the required project schedule. The Project Managers list is subject to approval or modification by the Director of Public Works.

Each of the Consultants on the approved list will be interviewed by a Selection Committee. The composition of the Selection Committee (which will later be the Negotiating Committee) will be as follows:

- Deputy Director of Public Works (Engineering Services), or delegee, Chair
- PWA Project Manager
- PWA Staff Specialist in discipline being selected, as applicable
- Representative of Client agency on projects for other agencies
- Capital Projects Coordinator or Budget Analyst on projects for other agencies is invited but does not always attend.

After interview, references may be contacted, and then the committee prepares a internal memorandum ranking the Consultants. The Director of Public Works reviews the memorandum and may delete any name on the list. After approval, all consultants interviewed will be notified of the selection of the top name on the list.

For small projects, Consultants may be chosen from a list of consultants previously interviewed and ranked for other projects.

The selected consultant will be requested to meet with the Project Manager (and in some cases other staff members) to establish a scope of work and services that must be approved by a Deputy Director prior to any fee proposal being made.

### **1.3 FEES FOR CONSULTANTS**

Fees for consulting services will be based on negotiated estimates of actual costs of the Consultant doing the work required, arrived at in the following manner:

- (1) After the scope of work and services is approved as described above, the Project Manager will request the Consultant to make a proposal for the work covered by the scope, including a breakdown of the number of hours of labor of each category of personnel working on the project (including subconsultants) and indicating the estimated fees based on these hours and any other costs, with a lump sum or guaranteed maximum fee for which he will do the job in accordance with the established scope. The spread between the estimated fees and the guaranteed maximum or lump sum fee will vary depending upon the uncertainties involved with the project.
- (2) Prior to the time that the Consultant submits his proposal, the Project Manager will prepare an estimate of hours which he believes will be necessary to perform the services requested and furnish this to the Chair of the Negotiating Committee.

### **1.3 FEES FOR CONSULTANTS (Continued)**

- (3) When the Consultant submits his proposal to the Chair of the Negotiating Committee (NOT to the Project Manager), it will be compared with the Project Manager's estimate of hours. The Consultant will be requested to meet with the Project Manager to discuss any differences and attempt to resolve the fee. Lacking an agreement in those discussions, a negotiating session will be held between the Consultant and the Negotiating Committee (same members as the Selection Committee) .
- (4) If no resolution of the fee can be made between the Negotiating Committee and Consultant, the next ranking Consultant on the selection list will be invited to submit a proposal and the same procedure will be followed. A Consultant, with whom negotiations have been broken off, will not be further considered for the current project.
- (5) When a fee has been resolved with the Consultant, a contract will be prepared by the Public Works Agency, signed by the Consultant and submitted to the Board of Supervisors for their approval of the fee and the contract, or to the Director of Public Works (Ex-officio Deputy Purchasing Agent) if the total fee is within the authority delegated to the Director.
- (6) On annual contracts, fees will be based on the rates quoted in the contract with a maximum as negotiated for the individual work order. No fees will be paid to a consultant for performing work under an annual contract unless an authorizing work order has been issued.

### **1.4 STANDARD FORM OF CONSULTANT CONTRACT**

Standard contract forms are shown in Appendix 3, together with outlines of typical exhibits for engineering and architectural projects. Form No. ES-150 (or ES-150a for Deputy Purchasing Agent's signature) are used with design contracts and Form No. ES-151 (or ES-151a for Deputy Purchasing Agent's signature) are used for studies and other non-design services.

The forms for annual contracts are the same as the form for other contracts. Typical exhibits for annual contracts are also included in Appendix 3.

Insurance coverage should be considered during scope and fee negotiations. Standard general liability insurance coverage is \$300,000 unless other specific arrangements are made prior to entering into the contract. Insurance coverage is particularly important to the Agency when Consultant is to perform field work such as surveying, geotechnical investigations or inspection.

### **1.5 DEFINITIONS OF PHASES USED IN CONTRACTS**

Definitions of phases used in contracts vary with the type of project. Projects are generally divided into three types: linear projects including roads, flood control channels and pipelines; area projects which include parks, parking lots, airports, harbors and dams; and architectural projects including new and remodeled buildings. As the names used for different phases of project work do not have universally accepted meanings, it is important that the phases be defined in the contract exhibits, particularly indicating the tasks that are included in each phase. As this manual is made a part of the contract by reference, the phase definitions contained below apply unless modified.

### **1.5.1 Schematic Design (or 30% submittal)**

The functional features of project shown on a drawing accompanied by a preliminary estimate of cost and a report discussing alternatives considered, economic analysis, selected alternative, materials and unusual problems. Substantial changes may be required after review of this stage. Drawings should include:

- (1) For linear projects:
  - (a) General route in plan.
  - (b) Controlling elevations and ability to meet these.
  - (c) Approximate (R/W) lines.
- (2) For area projects:
  - (a) Utilization of site.
  - (b) Major project features to meet functional and aesthetic requirements.
- (3) For architectural projects:
  - (a) Utilization of site.
  - (b) Plan of each floor of buildings, showing general arrangement of rooms and access to meet functional and code requirements.
  - (c) Elevation views indicating general style.
  - (d) HVAC and electrical space requirements identified, together with any unusual requirements.
  - (e) Economic and code selection of structural system and materials.

### **1.5.2 Design Development (or 70% submittal)**

The final configuration of the project is shown on the drawings but details and notes are not completed. Draft specifications are prepared. Preliminary cost estimate is updated. Notes and details are not completed. Minor changes may be required following review of this stage of features not identified in the schematic design submittals. Drawings include the following:

- (1) For linear projects:
  - (a) Final plan and profile delineated.
  - (b) Final R/W limits delineated.
  - (c) Drainage fully delineated.
  - (d) Structures designed.
- (2) For area and architectural projects:
  - (a) All plan sheets including HVAC, structural, electrical and landscaping completely delineated, but not all notes completed.
  - (b) Some minor adjustments in layout and location of features, not fixed during the Schematic design, may be needed.

### **1.5.3 90% Submittal Phase.**

Submittal of substantially completed construction documents for review by Agency staff is sometimes specified as a 90% submittal phase.

#### **1.5.4 Construction Documents Completed**

- (1) Plans and specifications fully completed and independently checked including cross-references, compatibility with specifications and compatibility between different parts of the plans.
- (2) Proposal form complete; cost estimate complete; phasing plans and detour plans, if required, complete.
- (3) Demolition plans, if required, complete.
- (4) Existing utility interferences and points of connection verified.
- (5) Documents ready to be reproduced for bidding.

#### **1.5.5 Bidding Phase**

From the time Construction Document phase is completed until Notice to Proceed is issued to the successful bidder. Consultant's involvement during this phase is generally limited to answering the Project Manager's questions and preparing addenda resulting from errors, omissions, or conflicts.

#### **1.5.6 Construction Phase**

From the time Notice to Proceed is issued until acceptance of the project and final payment to the construction contractor is made. Consultants involvement during this phase is generally limited to answering the Project Manager's questions and preparing revised drawings and specifications made necessary by errors, omissions, or conflicts. In some cases, Consultant will be retained to review all or selected shop drawings and submissions and to make periodic and final field visits to the construction site. Consultant may also be retained to provide full inspection of the project when Agency staff cannot do so due to workload demands or lack of specialized knowledge of unusual construction techniques.

#### **1.5.7 Guarantee Phase**

The year following the completion of the Construction Phase or such longer time specified in the special provisions for certain items. Consultant is generally not involved during this phase except where errors or omissions not discovered during construction require plans and specifications for corrective work.

### **1.6 WRITTEN AMENDMENT**

No Agency employee may orally change the scope of work or Consultant's fee established by the contract signed by the Chair, Board of Supervisors or a Deputy Purchasing Agent. These can be changed only by written amendment signed by both parties. Annual Contract work orders cannot be modified, but may only be superseded, supplemented by a new work order, or canceled prior to Consultant commencing work. See also section 2.4.

## **1.7 PAYMENT**

To receive payment of fees due, it is necessary for the Consultant to sign a County claim form and submit it with his bill. The Contracts Section of the Engineering Services Department will assist the Consultant in the preparation of the claim upon request.

Claims usually require about 20 days for processing. If payments are delayed more than this, the Consultant should contact the ESD-Contracts Technician. If further delays of more than 10 days occur, Consultant should contact the Deputy Director of Public Works, Engineering Services Department.

All billings under consulting contracts, where payment is based on an hourly or daily rate, must include backup sheets which include the following data:

- (1) Name of each employee and principal.
- (2) Classification of each employee.
- (3) Hourly rate charged for each employee and principal.
- (4) Each date worked by employees and principal on project.
- (5) Number of hours worked on project on each date by each employee and principal.

If the contract provides for payment for certain materials or services, these must be itemized in the billing and receipts submitted for any reimbursable expenses.

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## **2.0 CONSULTANT'S SERVICES & STATUS**

### **2.1 SERVICES**

The Consultant is retained to perform specialized design and/or other services. He is expected to use professional skill in providing these services in a prompt and complete manner. He is expected to do all the professional work on the project except as otherwise provided.

#### **2.1.1 Design Services**

This includes all assignments to prepare construction contract documents for a project, and may include the necessary work of one or more subconsultants and/or the coordination of work of other consultants contracting directly with the Agency.

##### **2.1.1.1 Design**

Plans and specifications are to be the result of professional design (not draftsman design). Minimal use should be made of "as directed in the field". See Section 3 and Appendix 2.

##### **2.1.1.2 Checking of Documents**

As part of all professional services contracts for design of projects, the Consultant is expected to perform rigorous checking of all documents by a different member of the professional staff or by a consultant retained by the Consultant. While each subconsultant should have his work independently checked by a professional familiar with the particular specialty, the prime consultant is responsible to see that the work of all subconsultants fits together and is compatible with the rest of the work. This check shall be performed before submittal of documents to staff for review. It shall also be performed after changes are made. Checking must include the interrelation of all documents including plans, specifications, standard plans, standard specifications, referenced specifications, codes and permits. A systematic checking procedure, such as that suggested by the "Redicheck" method should be followed.

Addenda or change orders to correct deficiencies must not be relied on as a substitute for proper design and checking.

Review by staff, while providing comments on many aspects of the project and the documents, is not a complete checking of the documents and does not relieve the Consultant of any of his responsibilities.

#### **2.1.2 Non-Design Services**

These include assignments for economic feasibility studies, surveying, photogrammetry, appraisals, geotechnical investigations, environmental impact studies and reports, materials testing, inspection, project management, and other Agency required services.

##### **2.1.2.1 Professional Standards**

All work required by the contract shall be performed to the standards of the profession unless otherwise specifically stated in the contract. Desires of individual Agency staff members which are not included as constraints in Consultant's contract must not be allowed to distort Consultant's professional advice.

### 2.1.2.2 Reports

Reports should clearly state:

Recommendations

All factors taken into account in making recommendations.

All sources of information used in making decisions

A short executive summary.

A separate document may be use to include voluminous data gathered as part of the work.

## 2.2 STATUS

Consultant is not an employee or agent of the County or Agency, and, therefore can not:

- (1) Issue contract change orders.
- (2) Issue addenda to contracts being bid.
- (3) Answer bidding questions by construction contractors.
- (4) Give directions or answer questions, orally or in writing, directly to construction contractors unless specifically authorized to do so by the Consultant's contract.
- (5) Not bind the Agency in any way to third parties.

Consultant may be required to prepare documents or provide information for items (1) through (4) above for issuance by the Agency

The Project Manager is the Consultant's primary contact with the Agency. For the role of other Agency personnel see Appendix 4.

## 2.3 PROCEDURES AND LIAISON

- (1) All contacts with the County should be made through the Project Manager assigned by the County, except such routine contacts made at public counters.
- (2) Consultant shall assign a responsible professional to coordinate with the County's Project Manager. The Project Manager is directed by the County to make all contacts with the Consultant through such designated professional or with a Principal of the Consultant's firm.
- (3) All design criteria and requirements by the County will be furnished to the Consultant either as part of the contract or separately in writing.
- (4) The results of all conferences between the Consultant and the County should be promptly reduced to writing and furnished to all parties to the conference.
- (5) Changes in the contract can only be made in writing by the Director of Public Works or the Board of Supervisors. Annual Contract work orders may not be changed. A new work order may be issued superseding or supplementing the original work order if necessary. The Consultant is responsible for promptly notifying the County in writing if he feels any request is beyond the scope of the contract or work order and shall not proceed with such work until a modification is issued, a new work order issued, or a written determination is made that such work is within the scope of the contract or work order.
- (6) For design contracts, the Consultant is responsible for the design of the project in accordance with the established criteria.
- (7) All documents furnished to the County shall be signed by the Consultant. See **Supplement 2-1** for advice from the Professional Engineer's Board on the signing of plans where more than one design professional is involved.

## **2.3 PROCEDURES AND LIAISON (Continued)**

- (8) All questions concerning payments should be referred to the Engineering Services Department - Contracts Technician, or lacking resolution, to the Deputy Director of Public Works - Engineering Services.
- (9) On completion of the project, the Consultant must furnish to the County all documents required by the contract. These will usually include originals of all plans, specifications and reports, and originals or copies of all calculations, sketches, correspondence not directed to the County or from the County, photographs, models, displays, renderings, etc.

## **2.4 CHANGES IN CONSULTANT'S CONTRACT**

Change in scope, time for performance, function or cost of a planned project shall be made only upon written authorization from the County transmitted to the Consultant by the Project Manager.

If the Consultant believes that a requested change is outside the scope of his contract with the Agency, he should inform the Project Manager immediately in writing. If the Project Manager agrees that there is a change in scope, a formal Modification to the A&E contract will be negotiated. Lacking a formal Modification, the Consultant's fee will be paid as provided in the contract.

## **2.5 DISPUTES**

Unresolved disputes between the County's Project Manager and the Consultant's designated representative should be resolved as follows:

- (1) By discussion between the County's Project Manager and the Principal of the Consultant's firm.
- (2) For disputes concerning contract terms and changes in scope, by discussion with the Deputy Director of Public Works - Engineering Services.
- (3) For disputes concerning other matters, by discussion with the Project Manager's supervising Deputy Director of Public Works.
- (4) For disputes that cannot be resolved by any of the above, by discussion between the Director of Public Works and a Principal of the Consultant's firm.
- (5) As provided for in the Consulting Services Contract.

# Stamping and Signing Documents Prepared by Others

*by Gregg E. Brandow, P. E., Member, Structural Engineering Technical Advisory Committee*

A modern engineering project may see the Engineer of Record (EOR) performing different roles in the design, review, and approval of structures and components of structures. If the EOR designs and develops the construction documents for a project, then he/she is clearly in "responsible charge" and he/she would sign and stamp the calculations and drawings. If a project includes components designed by other engineers who are not under the supervision of the EOR, then signing and stamping these calculations and drawings becomes confusing.

## The Problem

The confusion is between the EOR's responsibility for the entire project and the component design engineer's responsibility to sign and stamp his/her engineering work for specific elements of the project. Three scenarios have been presented to the Board in regard to these issues:

1. A project has wood floor joists and glued laminated arches which are provided by a vendor, including drawings and calculations signed and sealed by a registered California civil engineer on the vendor's staff. The public agency demands that the EOR sign and seal the drawings as part of the submittal for permit. The EOR felt that he/she was not in responsible charge of the calculations and drawings and thus should not sign them.
2. A skylight for a hospital project is a standard design provided by an East coast vendor who does the engineering in-house and has a California registered civil engineer on staff do the design. The Office of Statewide Health Planning and Development requires that a registered California structural engineer sign and seal the calculations and drawings. The EOR is a registered structural engineer but was not in responsible charge of the skylight design.
3. A piece of building equipment is required by the public agency to have a seismic analysis including anchorage to the building, and the calculations and drawings must be signed and sealed by a registered California engineer. The manufacturer hires the EOR for the building and provides to him/her a set of calculations and drawings which do not have a stamp of any engineer. The EOR is asked to review all aspects of the design and make modifications to the calculations and drawings as necessary. The EOR was not in responsible charge of the equipment design but now is asked to take full responsibility.

## **SUPPLEMENT 2-1 (Continued)**

### **The Law**

All engineering work must be signed and stamped by the engineer who is in responsible charge of the work. The California Professional Engineers Act clearly states that:

All civil engineering plans, specifications, and reports shall be prepared by a registered civil engineer or by a subordinate under his or her direction, and shall be signed (and stamped or sealed) by him or her to indicate his or her responsibility for them.

The act further states:

The phrase "responsible charge of work" means the independent control and direction, by the use of initiative, skill, and independent judgment, of the investigation or design of professional engineering work or the direct engineering control of such projects.

The Board Rules (404.1) further clarify the definition of responsible charge by stating that it:

directly relates to the span or degree of control a professional engineer is required to maintain while exercising independent control and direction of professional engineering work, and to the engineering decisions which can be made only by a professional engineer.

Engineering decision's including the development of design criteria, performing calculations, choosing components and details are part of the role of responsible charge, as-well as reviewing another engineer's work for conformance to the design criteria.

### **The Solution**

The provisions of the Professional Engineers Act and the required sealing/signing of engineering documents for the design and/or build of components is an issue that worries both the Engineer of Record for the project and those companies that design and/or build components that become part of a completed engineered project. The kind of elements that are commonly design/build components are wood joists, steel joists, window wall systems, window wall washing systems, stairs, skylights, equipment assemblies, etc. Each of these components is engineered, and structural drawings and/or shop drawings are produced. The engineer of these components may or may not be registered in California. The EOR for the project does not design these components, but does have the responsibility to provide all appropriate design criteria needed for the design, such as design loads and the requirements for structural configuration. The EOR also has the responsibility to review the design of the components for conformance with the design requirements for the project and to coordinate all the engineering aspects of the project including the anchorage of these component.

## **SUPPLEMENT 2-1 (Continued)**

The engineer for the building component is in responsible charge of the engineering of the component for the specific project and thus is required to seal and sign the calculations and drawings. The component engineer should be very clear on all documents that he/she is not the EOR for the project and that his/her scope is limited to the components only and not the complete structure or the coordination of the components within the structure. Since the component documents are for a specific project, the seal must be from a professional engineer registered in the state where the project is being constructed. For projects constructed California, the engineer must be registered by the Board.

The EOR for the project is in responsible charge of the entire project but has not designed certain components. The EOR cannot seal and stamp those drawings as being in responsible charge, but may be required by the local jurisdiction to seal and sign the drawings and calculations as the EOR. The only way the EOR can resolve this conflict is to note on the drawings a definition of his/her role in producing and in reviewing the documents before sealing and signing them. The notations on the documents for the first two scenarios may be as follows:

The EOR has reviewed the building components engineered by others in these calculations and drawings for conformance with the project specifications. The interface between these components and the project has been reviewed for conformance with appropriate building codes. The EOR was not in responsible charge of the design, but did provide the specifications and design criteria to which these components were designed and reviewed.

If the engineer of the components in scenario 1 or 2 is not registered as an engineer in California, then the EOR may have to review the calculations to a degree that would satisfy him/her that the engineering is complete and correct. Since the EOR's stamp and signature would then be the only one on the drawings, the perception of "in responsible charge" has increased and the definition of the EOR's role could be stated as follows:

The building component on these drawings has been engineered by others. The calculations and drawings have been reviewed and modified by the EOR for conformance with applicable building codes.

The EOR may choose to completely re-engineer the building components by producing a new independent set of calculations and/or drawings and thus be more traditionally in responsible charge of the design.

In the third scenario, the EOR has clearly taken more responsibility and thus could define his/her role as follows:

The seismic support and anchorage of the equipment described on these drawings have been engineered by the EOR for conformance with appropriate building codes. The EOR was not responsible for the equipment design.

## **Conclusion**

There is a reluctance by engineers to see two engineers' stamps and signatures on a document because of possible confusion as to each engineer's responsibility. The solution is to clearly state the role of each engineer as to the design criteria, the design calculations and drawings, the review, and the coordination with the entire project. In this manner, the registered professional engineer retains responsibility for the work under his or her responsible charge and maintains the integrity of his/her engineer's stamp.

## **3.0 DESIGN PROJECT PROCEDURES**

### **3.1 DRAWINGS & SPECIFICATIONS**

See the excerpts from the County's Project Processing Procedures Manual in Appendix 2 for information on preparing plans and specification to follow County standards.

Computerized specification preparation is encouraged as long as the principles cited in Appendix 2 are followed and the inconsistencies and duplications are edited out.

### **3.2 SCHEDULE FOR CONSTRUCTION**

The Consultant shall prepare a schedule or diagram showing the interrelation of the various parts of the work and the times required for each to support the determination of the total time to be allowed to the contractor to complete the construction of the project.

### **3.3 CONSTRUCTION CONTRACT BID PROCESSING**

Original plans and specifications must be in the hands of the Project Manager completely signed and ready for reproduction prior to the date for Item 1 in Table 6.3-1 of Appendix 2.

The County will make and sell copies of the plans and specifications to prospective bidders and others who want copies. Plans are furnished to several of the plan rooms. The County will also make and distribute copies for internal use and for use by the contractor.

### **3.4 QUESTIONS BY BIDDERS & ADDENDA**

Any questions by the bidders during the bidding period shall be referred to the Engineering Services Department for an answer. An engineer from the Engineering Services Department may contact Consultant for assistance in giving a reply.

Consultant shall not discuss the project directly with bidders.

Any answer to a question by bidders which is not clearly ascertainable from the contract documents shall be given only by the issuance of an addendum to all bidders. Addenda shall also be issued to make any corrections or changes in the contract documents. The addenda shall be prepared by the Consultant and shall be in accordance with Section 6.3.1.3 and Figure 6.3-1 of Appendix 2. In addition, the Consultant shall sign the addendum just above the 'Acknowledgement' paragraph, with Registration or License Number.

### **3.5 BID OPENING, ABSTRACTS & REVIEW**

Bids will be opened, reviewed and abstracted by County staff. Should the low bid vary widely from the Consultant's estimate, Consultant will be consulted and asked to review the estimate and the bids. Consultant's contract usually provides for redesign without additional compensation if the low bid is above the target estimate in Consultant's contract.

### **3.6 SHOP DRAWINGS AND MATERIALS SUBMITTALS**

- (1) Shop drawings and other submittals may be submitted by the Contractor via the Project Manager, for review and approval by the Consultant.
- (2) If the shop drawings or submittals are unacceptable, the Consultant will return them to the Contractor via the Project Manager for correction and resubmittal.
- (3) When the shop drawings or submittals are found by the Consultant to be acceptable, he will indicate said acceptability by affixing his signature thereto and will transmit the drawings or other submittals to the Project Manager for distribution and return of approved drawings and submittals to the Contractor.
- (4) Close rapport must be maintained between the Consultant and Project Manager regarding unsatisfactory shop drawing submittals which might conceivably delay the project.
- (5) Shop drawing approval cannot be used to change the project requirements. This can only be done by change order.
- (6) Consultant shall act promptly in reviewing submittals so as to not delay the contractor as such delays may result in claims against the Agency. The specifications imply that no more than 30 days will be required for review of submittals and this includes Agency's processing time. The Agency may seek indemnification from the Consultant if a claim arises out of the Consultant's failure to timely review submittals.

### **3.7 CONSTRUCTION CONTRACT CHANGE ORDERS (CCO)**

All changes in construction must be covered by a written and approved Change Order even though no changes in contract time or price are made. All changes in Consultant's contract must be covered by a modification even though there is no change in fee or contract time.

#### **3.7.1 Consultant's Action on Change Orders**

The Consultant should take the following actions when he discovers or is informed of the need for Construction Contract Change Orders during construction:

- (1) Immediately confer with the Project Manager as to the need for a change so work can be temporarily halted if necessary.
- (2) Prepare a written description of the change, together with any modifications of the drawings, an estimate of reasonable cost, justification for the change, and a statement as to need for changing contract time.
- (3) The change description shall be prepared by the Consultant and transmitted to the Project Manager who will obtain a price for the change from the Construction Contractor and prepare the standard forms.
- (4) The Consultant will review the Construction Contractor's price and make his recommendations to the Project Manager.

### **3.7.1 Consultant's Action on Change Orders (Continued)**

- (5) The Consultant shall not issue Change Orders to the Construction Contractor himself. All Change Orders must be issued by the Project Manager.
- (6) If a change in the Consultant's contract is believed necessary, this will be arranged for by the Project Manager.

### **3.7.2 Laws Affecting Change Orders**

The issuance of Construction Contract Change Orders are set by law and delegations of authority as shown in Appendix 2, Section 7.7.2.

The following is also applicable:

- (1) Items of work constituting a single related change may not be separated into two or more Change Orders to attempt to get around the above limitations. In a like manner, unrelated additive and deductive changes may not be grouped into a single Change Order to avoid the limitations. The deletion of an item and its replacement with another similar item of the same function can be grouped together in a Change Order to provide no cost or a small change.
- (2) The Director of Public Works may approve the final adjustment of quantities on a unit price project when the amount of money involved does not exceed 20% of the original contract price.

### **3.7.3 Time Required to Approve Change Orders**

After preparation of the Change Order and agreement with the Construction Contractor, Change Orders which may be approved by the Director usually take about three working days for approval. Those which must go to the Board take about eight working days.

## **3.8 SERVICES PROVIDED BY COUNTY**

The County will normally provide the following services unless the contrary is specifically agreed to:

- (1) Land survey including property line determinations and topography.
- (2) Soils investigations required for foundation design, but not the structural design of the foundation.
- (3) Reproduction of plans and specifications for County review, bidding and construction, but not for Consultant's own use.
- (4) Detailed inspection during construction. However, Consultant is required to visit the site for the preconstruction conference, when the Project Manager needs advice on the Project, and for the final inspection.
- (5) Administration of construction contract and the making of payments to the contractor.
- (6) Arrangements for obtaining approval from governmental agencies but the Consultant is required to obtain information necessary to prepare the documents, attend conferences to facilitate approval and make any required modifications.

### **3.8 SERVICES PROVIDED BY COUNTY (Continued)**

- (7) Advertisement for bids, opening and analyzing of bids and award of contract, but Consultant may be required to review bids and his cost estimate.
- (8) Utility surveys and information as to location.
- (9) Right-of-way acquisitions.
- (10) Prints of existing plans on file at the Public Services Counter required for the project.

Services such as surveys and geotechnics will require detailed requests from the Consultant. These requests must be adequate for the project but not excessive. They must be made far enough in advance to allow scheduling and timely completion without delaying the project.

### **3.9 SPECIAL CONSIDERATIONS**

#### **3.9.1 Rights of Way & Utility Relocation**

Before a project can be advertised for bidding, it is required that the Real Estate Division issue a certificate indicating that the right-of-way necessary for the construction of the project is owned by the Agency and stating any agreements which may affect the design or construction. The certificate will also state if any utility lines are in the right-of-way which must be relocated or protected. Although the Project Manager will obtain the clearance, the Consultant must furnish the Project Manager with such drawings, sketches and descriptive data as necessary. The Consultant should be aware that said clearances normally require months to obtain. Early action is, therefore, essential.

Also required is a utility clearance from the Real Estate Division. The Project Manager will arrange for these.

#### **3.9.2 Environmental Documents**

An Environmental Impact Report or Negative Declaration will be prepared for the project by the County unless the project is categorically exempt. The Consultant shall furnish information on the project design as needed.

### **3.9.3 Use of Trade Name**

In addition to the requirements given in Appendix 2, Consultant should be aware of Public Contract Code Section 3400 which states in part:

"No agency...shall draft...specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, or (2) except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, calling for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words 'or equal' so that bidders may furnish any equal material, product, thing, or service. In those cases involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to the specifying agency, it may list only one. Specifications shall provide a period of time of at least 35 days after award of the contract for submission of data substantiating a request for a substitution of 'an equal' item."

Subsections 4-1.5 of the Standard Specifications establish criteria for considering "Equals" and at the same time provide some protection to the Agency and the Consultant where the Contractor proposes alternates.

Where only one product can be found to perform the necessary function, the specifications shall indicate (No known equal) following the product name. The Consultant shall document for the Agency the unique properties of the specified product which distinguish it from apparently similar products. The specifications should also contain a description of these distinguishing properties.

In an existing facility, a particular product may be used where necessary to duplicate existing equipment for appearance or function. In such cases, the specifications shall contain the product name followed by (To match existing, no substitution allowed).

When two or more products are listed in the specifications, they must be equal as to desired features. Where desired features are not equal, the specifications must define the lowest quality or performance acceptable. When specific features or performance are intended to be identified by the specified product(s) which may not be present in other similar products which may be offered as an equal, it is good practice to point out those features.

Although Public Contract Code Section 3400 requires specifications to list two brand names for products unless only one is known, the design details for the facility may be predicated on only one of the brands specified. Where the other brands specified may require redesign or revision to the plans, the consultant shall provide the Agency with documentation of the limitations on the listed brands.

If the consultant wishes to indicate "No Known Equal" to the brand name specified, he shall provide documentation with review submittals showing why similar items shown in the Sweet's file or other standard catalogs cannot fulfill the requirements of the project.

If a contractor proposes a substitute brand as an "equal" product, the consultant shall provide similar documentation if he wishes the substitute to be rejected as not "equal".

### **3.9.3 Use of Trade Name (Continued)**

No additional compensation will be paid to the consultant for compliance with these requirements, which are considered part of the basic design cost.

If additional work is required of the Consultant as a result of the contractor submitting a specified equal or substitute equal product which requires redesign work by the Consultant or the checking of redesign work prepared by a Consultant employed by the Contractor, the Consultant will be compensated for the requested extra work as provided in the Consultant's contract.

### **3.9.4 Physically Handicapped Access**

All construction must comply with State Building Code Section 2-6, 2-7, 2-8, 2-10, 2-11, 2-17, 2-33, 2-51 and 2-71 for making building and facilities accessible to, and usable by, the physically handicapped and also with the requirements of the federal Americans with Disabilities Act.

All construction must comply with USA Standard A117.1-1961 for making buildings and facilities accessible to, and usable by, the physically handicapped.

### **3.9.5 State/Federal Grant Requirement**

On projects financed, in whole or in part, by the State or Federal Governments or other agencies, special requirements and laws may require procedures and specifications differing from those described herein. The Project Manager will furnish the Consultant copies of manuals and directives where possible; however, the Consultant will be responsible for obtaining all information necessary for the proper completion of the contract documents and compliance with laws and procedures of the other agencies. The Consultant will also be expected to attend conferences with the other agencies as needed or requested.

Hospitals and detention facilities have specific State requirements. Buildings financed by State and/or Federal Aid may have special requirements and may have special specification requirements. Court facilities are subject to approval by the judges.

### **3.9.6 County Standard**

In addition to the material contained in Appendix 2, Consultant must comply with the following:

- (1) Projects at County parks and at Channel Islands Harbor must comply with the published Park and Harbor Design Criteria.
- (2) Projects that are in County road rights of way must comply with the County Road Standards and the Road Encroachment Ordinance.
- (3) Projects involving flood control or drainage must comply with the Flood Control District design criteria.

### **3.9.7 Building Projects Design Criteria**

If not furnished by the Project Manager before negotiations, the Architect should request a set of design criteria which will indicate the requirements and limitations on the design. The major items which should be covered include any special requirements for:

- (1) Type and number of personnel who will occupy building and functions to be accommodated.
- (2) Number of stories.
- (3) Floor type and finish.
- (4) Wall and ceiling material and height.
- (5) Window and door requirements.
- (6) Lighting requirements.
- (7) Air treatment for comfort.
- (8) Electrical requirements.
- (9) Landscaping.
- (10) Utilities.
- (11) Unusual floor loads, such as safes or heavy storage.
- (12) Any other special requirements.

### **3.9.8 Building Accessories and Furniture**

Rest room dispensers, lighting fixture bulb type, and similar items where Agency must stock replaceable supplies require standardization. Within existing buildings, locks, mechanical equipment, controls and other items requiring continuing maintenance should match existing where if practicable. The Project Manager will furnish particulars.

It is the County's policy not to include movable furniture in building construction contracts. Exterior site furniture may be included.

### **3.9.9 Building Regulations**

The Building Regulations of the County of Ventura are adopted by ordinance which adopts most of the Uniform Codes by reference but also makes many modifications thereto. The Ventura County Air Pollution Control District also regulates certain operations and construction.

The Essential Services Buildings law in Health and Safety Code Section 16000-16022 and California Code of Regulations, Title 24, Part 2, Section 201 to 249 contain additional requirements for Fire Stations and Sheriff's Offices. They also provide for special duties by consultants.

### **3.9.10 Landscape Standards**

It is the policy of the County that landscaped areas require minimized water usage, both to conserve water and to reduce operating expenses. To accomplish this purpose, landscape design shall be performed in accordance with the following guidelines:

- (1) Use plant materials (trees, shrubs, ground cover and turf) recognized as low water use varieties. A list of these varieties is included in the "Guide to Landscape Plans" published by the County Resource Management Agency, Planning Division, and may be obtained from the PWA Project Manager.
- (2) Minimize the use of turf. County parks may use turf as part of their amenities to be provided for public use but low water use varieties should be specified.
- (3) Utilize low precipitation sprinkler heads located to minimize overspray into unplanted areas or areas of dissimilar water needs.
- (4) Divide sprinkler system into logical individually controlled laterals which allow selective control of irrigation for areas of dissimilar water needs such as:
  - (a) Different plant materials
  - (b) Different land slopes
  - (c) Different soil types
  - (d) Sunny versus shady areas

**BOARD'S POLICY OF NOVEMBER 3, 1998 ON PROFESSIONAL CONSULTING SERVICES****RESOLUTION ESTABLISHING POLICY ON  
CONTRACTING FOR PROFESSIONAL CONSULTING SERVICES**

WHEREAS, the Board of Supervisors desires to establish a policy concerning contracting with professional consultants, (As used herein, 'professional consultants' shall refer to those professional consultants providing services related to public works planning, construction, alteration, repair, improvement or maintenance contracts, or to any activities for which the Chief Administrative Officer and Public Works Agency, individually, has responsibility and authority.),

NOW, THEREFORE, upon motion by Supervisor Schillo, seconded by Supervisor Long, and duly carried, be it resolved that all previously adopted resolutions concerning contracting for professional consulting services are hereby repealed. Be it further resolved that the Board of Supervisors of the County of Ventura does adopt policies and procedures for contracting with professional consultants and does direct that all contracts with such professionals be made in accordance with such policies except as otherwise approved by this Board; and does delegate to certain County officers authority, within the limitations specified, to perform specified duties concerning professional consulting service contracts.

**A. Policies**

1. Need for Contracting. Contract with consulting professionals only when one or more of the following situations occur:
  - a. Specialized skills, experience or ability is required, which is not possessed by County staff members available for assignment to the work.
  - b. Specialized equipment or facilities are needed which are not available for assignment to the work.
  - c. The current level of County staffing is insufficient to meet temporary increases in workload.
2. Local Preference. The use of local consultants will reduce travel and communications costs and encourage local enterprise. Therefore, in the selection of consultants, preference shall be given to consultants located in Ventura County or firms with fully staffed offices in Ventura County. This policy shall not apply where prohibited by the terms of State or Federal grants, nor where this policy would result in a lower standard of service or delay in the work.
3. Professional Attitude. Deal with all consultants in a dignified manner generally in accordance with the ethics and recommendations of their professional societies, taking into account the requirements of law and Board policy.
4. Selection of Consultants
  - a. Consultants interested in performing work for the County shall be requested to complete a form listing their qualifications and experience. These forms shall be kept on file and be reviewed when forming a list of consultants to be considered for a particular contract. The list may be reviewed and purged annually.

- b. A selection committee shall be formed to select a consultant for each contract. Depending on the size and importance of the work to be performed, the membership of the committee may vary. As a minimum, the committee shall consist of a representative of:
- Budgeting Agency Head or representative
  - User Agency Head or representative
  - Staff technical specialists
  - Others as requested by the Board, Chief Administrative Officer (CAO) or Director of Public Works (DPW)
  - Project Manager (PM)

Others shall be added to the committee with increasing job size and importance.

- c. The selection committee shall consider the firms available and prepare a list of three or more of those considered qualified for further review. This list shall be sent to the DPW or the CAO, as appropriate for review and approval.

On approval of the list by the DPW or the CAO, the consultants listed shall be interviewed by the selection committee, who shall prepare a list ranking the top three consultants based on their qualifications and suitability for the project. This list shall be sent to the DPW or CAO for review and approval.

Fee proposals generally should not be requested from the consultants until the selection has been made.

For minor projects and services to carry out general County/District functions, selection may be made as described above or may be based on the results of previous interviews and performance reports

5. Fees for Professional Services. After approval of the selected consultant, the PM will work with the consultant in preparing a scope of work. When the written scope of work is agreed upon, the consultant will be requested by the PM to submit a fee proposal to the DPW or CAO. The PM will make an independent estimate of the cost of performing the services being requested as a guide for the committee in negotiating a fee with the consultant. The consultant's proposal and the PM's estimate will be compared. If these are reasonably equivalent, no further negotiation need be undertaken. If not, the consultant should be requested to again appear for a negotiating session with the selection committee. If the consultant and the committee fail to arrive at a fee acceptable to both, negotiations shall be terminated and the second consultant on the list shall be contacted, informed of such termination and invited to submit a proposal. In no case should there be further negotiation with the first consultant.

A fee proposal may be requested and can be considered together with qualifications and other relevant factors in selection of a consultant for contracts for mapping, photogrammetry, laboratory testing of materials, drilling of test holes (not involving logging), and similar activities where the scope of work, method of performance and standards for results are precisely defined prior to selection of a consultant.

6. Contracts. Contracts shall be prepared based on the fee negotiated with the consultant selected on the form approved by County Counsel.

7. Duties & Responsibilities. In delegating authority to the Chief Administrative Officer and Director of Public Works to enter into consulting services contracts or issue annual contract work orders, limitations are placed on the delegation for the purpose of limiting expenditure of funds used for construction project planning purposes prior to the Board's indication of approval of the project. Such approval may be either a specific action concerning the project, approval of an environmental document concerning the project, or the approval of the recommended or final budget containing funding for the project with the project identified as a line item or identified by inclusion in a narrative or tabulation accompanying the budget. The splitting of the services of a consultant into multiple contracts shall not be used to avoid the limitations set herein.

A further limitation is that budgeted funds must be available to make all payments that may become due under the terms of the contract or work order

- a. Duties and responsibilities in contracting for, and administering, professional consulting services contracts, after the selection, negotiation and preparation of the contract as provided for above, shall be as set forth in 7b and 7c below, depending on the type of work and the class of contract as follows:

Class IA- Contracts for services for planning construction projects not yet approved by the Board, where the professional fee is not greater than \$35,000.

Class IB- Contracts necessary to carry out general County functions; to provide technical assistance to the County's legal counsel on matters involving ongoing or potential litigation; or to plan or manage a project approved by the Board; where the professional fee is within the limits set forth in Ventura County Ordinance # 4084, Section 3 (f) & (m), as such may be amended from time to time.

Class II - Contracts for services on an annual basis. Work to be authorized by individual work orders.

Class III- Contracts for services not falling into the above classes

- b. For Classes IA and IB:

- (1) The contract shall be executed by the Chief Administrative Officer or Director of Public Works as Deputy Purchasing Agents or by other Deputy Purchasing Agents on behalf of the County.
- (2) The Chief Administrative Officer or Director of Public Works shall administer the contract pursuant to the terms thereof and shall be authorized to approve modifications to the contract, provided that sufficient funds have been appropriated for the project to include the amount of all such modifications and that the total amount of all modifications and the original contract price does not exceed the limits specified in 7a above for Class IA or IB contracts, as applicable.
- (3) The Chief Administrative Officer and Director of Public Works, individually, shall be authorized to approve extensions of time for the completion of the performance of the contract in the event that a change in the scope of work is made or in the event of circumstances beyond the control of the consultant.

- (4) On written approval of the Chief Administrative Officer or Director of Public Works, payments pursuant to the terms of the contract shall be made to the consultant by the Auditor-Controller.
- (5) On completion of all terms of the contract, the Chief Administrative Officer or Director of Public Works shall make final acceptance of the work.

c. For Class II:

- (1) The consultant contracts shall be submitted to the Board for approval.
- (2) The Chief Administrative Officer and Director of Public Works, individually, are authorized to issue necessary work orders in accordance with any Board approved annual contract for consulting services. In approving work orders, the Chief Administrative Officer and Director of Public Works, individually, shall be limited in the same manner as if each work order is a Class IA or Class IB contract.
- (3) The Auditor-Controller is directed to make payments pursuant to approved Annual Consulting Services Contract for projects covered by an approved work order upon receipt of a signed claim form from the consultant approved by the Chief Administrative Officer or Director of Public Works
- (4) After the close of each fiscal year, the Chief Administrative Officer and Director of Public Works, individually, shall make a report to the Board of Supervisors listing for each contract and each project within their respective authority the amounts encumbered for work not yet completed and the amounts expended for work which is completed.

d. For Class III:

- (1) The contract shall be submitted to the Board of Supervisors for approval.
- (2) The Chief Administrative Officer or Director of Public Works shall execute contracts approved by the Board. Facsimile signature may be used for execution of contracts.
- (3) The Chief Administrative Officer or Director of Public Works shall administer the contract pursuant to the terms thereof and shall be authorized to approve modifications to the contract, provided sufficient funds have been appropriated for the project to include the amount of all such modifications, and that each modification shall not exceed \$25,000 or 10% of the contract price, whichever is greater, and that the aggregate total of all modifications approved by the Chief Administrative Officer or Director of Public Works shall not exceed the limits for contracting set forth in Ventura County Ordinance # 4084, Section 3, (m) or 25% of the contract price, whichever is greater. The Board may, on request of the Chief Administrative Officer or Director of Public Works, confirm the approval of all previously issued modifications on the project and set a new total of the Chief Administrative Officer or Director of Public Works approved modifications.

## **APPENDIX 1**

- (4) The Chief Administrative Officer or Director of Public Works shall be authorized to approve extensions of time for the completion of the performance of the contract, in the event that a change in the scope of work is made or in the event of circumstances beyond the control of the consultant.
- (5) On written approval by the Chief Administrative Officer or the Director of Public Works, payments pursuant to the terms of the contract shall be made to the contractor by the Auditor-Controller.
- (6) On completion of all terms of the contract, the Chief Administrative Officer or Director of Public Works shall make final acceptance of the work

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## PROJECT PROCESSING PROCEDURES MANUAL REFERENCES

The Ventura County Public Works Agency's Project Processing Procedures Manual (PPPM), is the guide used by staff engineers designing and managing construction projects. Unless specific language is included in consultant services contracts, architects and engineers designing projects for County agencies are required to follow the same guidelines.

Consultant should discuss the preparation of plans and specifications with the Project Manager before starting their preparation to make sure that the Agency's requirements are fully understood. This will save the Consultant from having to do work over (without additional compensation) when the standards are not followed.

The PPPM can be viewed or downloaded at:

[http://publicworks.countyofventura.org/eng\\_services/projects/pdf/pppm.pdf](http://publicworks.countyofventura.org/eng_services/projects/pdf/pppm.pdf)

The sections in the PPPM of the most importance to Consultants are shown below. This list is not intended to exclude any part of the PPPM from the Consultant's contractual duties but only highlight the portions that are usually applicable.

### GLOSSARY OF TERMS AND ABBREVIATIONS

#### 3.1 ENGINEERING STANDARDS AFFECTING PROJECTS

- 3.1.1 Ventura County Standards
- 3.1.2 Ventura County Standard Specifications
- 3.1.3 Standard Plans for Public Works Construction & CALTRANS Standard
- 3.1.4 Design Methods
- 3.1.5 Changes and New Standards
- 3.1.6 Survey Datum

#### 3.2 FEDERAL REGULATIONS AFFECTING PROJECTS

#### 3.3 CALIFORNIA STATUTES AFFECTING PROJECTS

#### 3.4 VENTURA COUNTY ORDINANCES AFFECTING PROJECTS

#### 3.5 STATE, COUNTY & PUBLIC WORKS AGENCY POLICIES AFFECTING PROJECTS

- 3.5.1 Contract Document Backup Information
- 3.5.2 Plans Preparation
- 3.5.3 Specifications
- 3.5.4 Reference Plans
- 3.5.5 Deviation from Ordinances and Standards

### 5.0 PROJECT REVIEW

#### 5.1 PROJECT CHECKING REQUIREMENTS

#### 5.2 STAFF REVIEW

#### 5.3 BUILDING AND SAFETY REVIEW

#### 5.4 PERMITS

### 6.0 CONSTRUCTION CONTRACTS

#### 6.3 ADVERTISING CONSTRUCTION CONTRACTS

#### 6.4 PROCESSING CONSTRUCTION CONTRACT BIDS

### 7.0 CONSTRUCTION CONTRACT ADMINISTRATION

#### 7.4 OVERVIEW OF RESPONSIBILITIES

#### 7.5 SAFETY

#### 7.7 CHANGES & ADJUSTMENTS TO THE CONTRACT

#### 7.8 CONTRACT PROBLEM MANAGEMENT

### PROJECT FLOW CHARTS

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## CONSULTANT CONTRACT FORMS

### A3-1 USE OF FORM

The following documents are attached for informational purposes and do not form a part of the material adopted by reference in the Consulting Contract forms.

The standard forms will not be modified for individual contracts. If a problem is identified with the standard forms that affects all or most consultants, consideration will be given to changing the form. When the standard forms are modified, they must be reviewed prior to use by County Counsel and GSA-Risk Management.

The guides to preparing Exhibits A, B and C will be modified to meet project requirements and terms agreed to during negotiations. Exhibit A is the scope of the project and services. Exhibit B is the time limits for providing services. Exhibit C is the Consultant's fee and payment schedule.

### A3-2 STANDARD FORMS

- A3-2.1 Text of contract form ES-150 for design-type consultant work.  
(Form ES-150A is identical except that the reference to Board approval is missing and it is for execution by a Deputy Purchasing Agent.)
- A3-2.2 Text of contract form ES-151 for other than design work by consultant.  
(Form ES-151A is identical except that the reference to Board approval is missing and it is for execution by a Deputy Purchasing Agent.)
- A3-2.3 Equal Employment Opportunity Policy for Contractors and Vendors. (Exhibit D for all contracts)
- A3-2.4 Authority to Issue Work Orders. (Exhibit E for Annual Contracts only)
- A3-2.5 Annual contract work order form. (ACSC-WO.0900)

### A3-3 GUIDES TO PREPARING EXHIBITS A, B, and C

- A3-3.1 Template for Exhibits A, B, and C for consulting services contracts for other than architectural building design..
- A3-3.2 Typical architectural services contract provisions used in Exhibits A, B, and C.
- A3-3.3 Typical Exhibit A for annual contracts.
- A3-3.4 Typical Exhibit A-1 for annual contracts (Sample is for Record Map Checking, similar forms are available or can be prepared for other services. If more than one type of service is included in an annual contract, Exhibit A-2, etc, are used.)
- A3-3.5 Typical Exhibit B for annual contracts.
- A3-3.6 Typical Exhibit C for annual contracts.

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## CONSULTANT SERVICES CONTRACT AE «AE»

«Project\_Title» (Project No: «PROJECT\_»)

This contract, made and entered into on this \_\_\_th day of \_\_\_\_\_, «Year», by and between the «Agency», hereinafter referred to as AGENCY, and «Consultant», hereinafter referred to as CONSULTANT. CONSULTANT, or a Principal of the firm, is registered, licensed or certified by the State of California as a «Registered», number «LICENSED\_NO».

The Board of Supervisors action of «Board\_date» (Item Number «Board\_item») approved this contract. The Board has delegated by Resolution to the Director of the Public Works Agency the authority to execute this contract as approved by the Board.

This contract shall be administered for AGENCY by the Ventura County Director of Public Works or his authorized representative.

The parties hereto agree as follows:

### 1. Scope of Work

AGENCY hereby retains CONSULTANT to perform services as provided in the "Scope of Work and Services", attached hereto as Exhibit "A", and the "County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures" as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions; otherwise they shall be interpreted together.

### 2. Time Schedule

All work under this contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as Exhibit B. AGENCY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of AGENCY and CONSULTANT promptly notifies AGENCY of such delays.

### 3. Fees and Payments

Payment shall be made monthly, or as otherwise provided, on presentation of completed AGENCY claim form in accordance with the "Fees and Payment", attached hereto as Exhibit C. CONSULTANT shall submit a properly completed claim form requesting payment for work that has been completed, and for which payment is due in accordance with Exhibit C, no later than 30 calendar days after said work has been accepted by the AGENCY.

### 4. Right To Review

AGENCY shall have the right to review the work being performed by CONSULTANT under this contract at any time during AGENCY's usual working hours. Review, checking, approval or other action by the AGENCY shall not relieve CONSULTANT of CONSULTANT's responsibility for the accuracy and completeness of the work performed under this contract.

### 5. Assignment

This contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by AGENCY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this contract. If given written notice, the AGENCY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the AGENCY and to all deductions provided for in this contract. All money withheld, whether assigned or not, shall be subject to being used by the AGENCY for completion of the work, should the contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by, CONSULTANT or a principal of the firm. In performing these professional services, CONSULTANT is an independent contractor and is not acting as an agent or employee of AGENCY.

### 6. Termination

AGENCY retains the right to terminate this contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Subject to the provisions of paragraph 5, such charges shall be limited to the maximum fee specified in Exhibit C for completion of any separately identified phase of the work which, at the time of termination, has been started by request of AGENCY, plus the outstanding amount of retention withheld to date.

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**CONSULTANT SERVICES CONTRACT AE « AE »**


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**7. Work Product**

On completion or termination of contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall furnish, on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. Neither the designs nor any of the documents prepared pursuant to this contract or any modifications thereof shall be copyrighted by CONSULTANT or by the AGENCY. CONSULTANT may retain copies of said original documents for CONSULTANT's files. Any substantive modification of the documents by the AGENCY or any use of the completed documents for other projects or any use of uncompleted documents, without specific written verification by CONSULTANT, will be at AGENCY's sole risk and without liability or legal exposure to CONSULTANT.

**8. Alteration of Documents**

Reports and other documents prepared pursuant to this contract shall not be altered except by CONSULTANT unless CONSULTANT's name, signatures and professional seals are completely deleted from the documents. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such reports or other documents altered by persons other than CONSULTANT

**9. Disclaimer Statement**

CONSULTANT is authorized to place the following statement on the drawings or specifications prepared pursuant to this contract:

"This drawing [or These specifications], including the designs incorporated herein, is [are] an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on [date]. Any use, in whole or in part, for any other project without written authorization of [Consultant's name] shall be at the user's sole risk."

**10. Errors and Omissions**

If a construction change order is required as a proximate result of an error or omission of CONSULTANT in the preparation of the construction documents pursuant to this contract, regardless of whether or not such error or omission was the result of negligence, the necessary amendment or supplement to the construction documents required for such change order shall be made by CONSULTANT at no additional charge to AGENCY.

The CONSULTANT shall maintain Professional Liability Insurance coverage as specified in paragraph 14 of this agreement.

**11. Withholding of Payment**

If a construction change order is required as a proximate result of CONSULTANT's failure, in providing services pursuant to this contract, to exercise that degree of skill and care customarily exercised by similar CONSULTANTS in the State of California when providing similar services with respect to similarly complex construction projects, there shall be charged to CONSULTANT a sum equal to the amount, if any, by which the reasonable cost of implementing the work by change order exceeds the amount it would reasonably have cost to do such work had such work been a part of the originally prepared construction documents. Such charge to CONSULTANT shall be withheld from amounts due the CONSULTANT until payment is received as a result of court judgment, arbitration award, or negotiated settlement. Should the amounts payable be insufficient for such purpose, the excess shall be payable by CONSULTANT to AGENCY. The foregoing provisions of this paragraph shall not apply to any construction change order which is the direct result of either (a) an order or direction of any regulatory AGENCY having jurisdiction in the premises which changes or reverses a previous approval given by any such regulatory AGENCY, or (b) the non-negligent failure of CONSULTANT to discover latent conditions in existing construction or under the surface of the ground after making a diligent effort to make such discovery.

**12. Conflicts With Agency Interests**

During the term of this agreement CONSULTANT shall not hire personnel currently employed by AGENCY to perform any work under this contract which action is considered detrimental to AGENCY's interests. CONSULTANT shall promptly inform AGENCY of any contract, arrangement, or interest that he may enter into or have during the performance of this contract that might appear to conflict with AGENCY's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under this contract and CONSULTANT's or CONSULTANT's client's interest in land that might be affected by the work performed under this contract. CONSULTANT shall take such measures as are necessary in the performance of this contract to prevent actual conflicts of interest.

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**CONSULTANT SERVICES CONTRACT AE«AE»**


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**13. Indemnification of the Agency**

CONSULTANT shall defend, indemnify, and save harmless the AGENCY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands and liabilities that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this contract.

**14. Insurance Requirements**

- a. CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:
- 1) Commercial General Liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
  - 2) Automobile Liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile Liability insurance is not required if the CONSULTANT does NO traveling in providing services during the completion of this agreement.
  - 3) Workers' Compensation insurance in full compliance with California statutory requirements for all employees of Consultant in the minimum amount of \$1,000,000, including a waiver of subrogation in favor of the Agency as evidence by a policy endorsement. This Workers' Compensation insurance requirement may only be waived if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract."
  - 4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in annual aggregate coverage. Professional Liability insurance is not required if the CONSULTANT does not provide design services including the preparation of plans or specifications, or survey services as part of design or project layout during the completion of this agreement.
- b. CONSULTANT shall notify AGENCY immediately if the CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims then additional levels of insurance must be purchased to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to name County of Ventura as additional insured as its interests may appear on CONSULTANT's general liability and automobile liability insurance policies.
- c. CONSULTANT agrees to provide AGENCY with copies of certificates of all policies written prior to beginning any work associated with this contract. Each said policy shall contain an endorsement that the policy is not subject to cancellation without 30 days (10 days for non-payment of premium) prior written notice being given to AGENCY by the insurance company or companies writing such insurance.

**15. Disputes**

- a. Disputes arising under or related to the performance of the contract shall be resolved by arbitration unless the AGENCY and the CONSULTANT agree in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.
- 1) Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said Chapter 4.
  - 2) Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.
- b. Prior to filing a Complaint in Arbitration, the CONSULTANT shall exhaust his administrative remedies by attempting to resolve his dispute with AGENCY's staff in the following sequence: 1) Project Manager, 2) Deputy Director of Public Works (Department Director) and 3) Director of Public Works Agency (Agency Director). Consultant shall submit to the AGENCY [or Project Manager] a written statement describing each

**CONSULTANT SERVICES CONTRACT AE «AE»**

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dispute and explaining why CONSULTANT believes AGENCY is in error, as well as all correspondence and evidence regarding each dispute.

**16. Prevailing Wage Requirements**

- a. In accordance with Sections 1720 et seq of the California Labor Code, all personnel covered by those sections of the Labor Code, performing work during construction, alteration, demolition or repair (which includes work during the design and preconstruction phases of a project, including but not limited to, inspection and land surveying work) shall be paid the prevailing wages for the class of work they are performing.
  - 1) In accordance with Sections 1770 et seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code.
  - 2) As required by California Labor Code Section 1777.5 properly registered apprentices shall be employed on the work.
  - 3) The determinations made by the State are on file in the office of the Public Works Agency. A copy will be furnished without cost to the CONSULTANT.
  - 4) The CONSULTANT shall post a copy of the wage rates at each jobsite at a location readily available to workers.

**CONSULTANT:**

**AGENCY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Public Works Director or  
Deputy Purchasing Agent

\_\_\_\_\_  
«TAX\_ID»

\_\_\_\_\_  
Vendor Number

CONSULTING SERVICES CONTRACT  
AE NO.\_\_\_\_, PROJECT NO.

<project name>

This is a contract, made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the \_\_\_\_\_, hereinafter referred to as Agency and \_\_\_\_\_, hereinafter referred to as Consultant. Consultant, or a Principal of the firm, is registered, licensed or certified by the State of California as a \_\_\_\_\_, Number \_\_\_\_\_.

The Board of Supervisors action of \_\_\_\_\_, 200\_\_\_ (Item No.\_\_\_\_) approved this contract. The Board's action of <enter proper date> delegated to the Director of Public Works authority to execute contracts approved by the Board. This contract shall be administered for Agency by the Ventura County Director of Public Works or his authorized representative.

The parties hereto agree as follows:

1. Agency hereby retains Consultant to perform services as provided in the "Scope of Work and Services", attached hereto as Exhibit "A", and the "County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures" as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
2. All work under this contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as Exhibit B. Agency shall issue a suspension of the contract time whenever Consultant is delayed by action or inaction of Agency and Consultant promptly notifies Agency of such delays.
3. Payment shall be made monthly, or as otherwise provided, on presentation of completed Agency claim form in accordance with the "Fees and Payment", attached hereto as Exhibit C.
4. Agency shall have the right to review the work being performed by Consultant under this contract at any time during Agency's usual working hours. Review, checking, approval or other action by Agency shall not relieve Consultant of Consultant's responsibility for the accuracy and completeness of the work performed under this contract.
5. This contract is for the professional services of Consultant and is non-assignable by Consultant without prior consent by Agency in writing except that Consultant may assign money due or which will accrue to Consultant under this contract. If given written notice, Agency will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the Agency and to all deductions provided for in this contract. All money withheld, whether assigned or not, shall be subject to being used by Agency for completion of the work, should the contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by, Consultant or a principal of the firm. In performing these professional services, Consultant is an independent contractor and is not acting as an agent or employee of Agency.
6. Agency retains the right to terminate this contract for any reason prior to completion by notifying Consultant in writing, and by paying charges accumulated prior to such termination. Subject to the provisions of paragraph 5, such charges shall be limited to the maximum fee specified in Exhibit C for completion of any separately identified phase of the work which, at the time of termination, has been started by request of Agency, plus the outstanding amount of retention withheld to date.

7. On completion or termination of contract, Agency shall be entitled to immediate possession of, and Consultant shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Consultant for this particular project prior to any termination. No documents prepared pursuant to this contract or any modifications thereof shall be copyrighted by Consultant or by Agency. Consultant may retain copies of said original documents for Consultant's files.

8. Reports and other documents prepared pursuant to this contract shall not be altered except by Consultant unless Consultant's name, signatures and professional seals are completely deleted from the documents. Consultant shall not be responsible for any liabilities to Agency for the use of such reports or other documents for purposes other than indicated in this contract.

9. During the term of this agreement Consultant shall not hire personnel currently employed by Agency to perform any work under this contract which action is considered detrimental to Agency's interests. Consultant shall promptly inform Agency of any contract, arrangement, or interest that he may enter into or have during the performance of this contract that might appear to conflict with Agency's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under this contract and Consultant's or Consultant's client's interest in land that might be affected by the work performed under this contract. Consultant shall take such measures as are necessary in the performance of this contract to prevent actual conflicts of interest.

10. Consultant shall indemnify and defend Agency, and all special districts controlled by Agency, in case of claim for general liability or automobile liability resulting from the negligent performance of Consultant under this contract. Consultant shall, at Consultant's sole cost and expense and throughout the term of this contract and any extensions thereof, carry insurance to protect Consultant from claims under the Worker's Compensation Acts (Statutory Limits). Consultant shall also, at Consultant's sole cost and expense and throughout the term of this contract and any extensions thereof, carry either (1) a general liability insurance policy and an automobile liability insurance policy or (2) a single general liability insurance policy which provides coverage for general liability, and automobile liability. Said insurance for general liability shall provide \$\_\_\_\_\_ each occurrence and \$\_\_\_\_\_ general aggregate. Said insurance for auto shall provide either a combined single limit (CSL) of \$\_\_\_\_\_ or \$\_\_\_\_\_ bodily injury (BI) per person and \$\_\_\_\_\_ bodily injury (BI) per accident and \$\_\_\_\_\_ property damage (PD). Consultant shall notify Agency immediately if the consultant's general aggregate of insurance is exceeded by valid litigated claims then additional levels of insurance must be purchased to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Consultant agrees to provide Agency with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days (10 days for non-payment of premium) prior written notice being given to Agency by the insurance company or companies writing such insurance. Consultant agrees to name County of Ventura as additional insured as its interests may appear on Consultant's general liability and automobile liability insurance policies.

11. Consultant shall sign and comply with the statement in Exhibit D. Where the word "Contractor" is used in Exhibit D, it shall mean "Consultant".

12. In accordance with Sections 1720 et seq of the California Labor Code, all personnel covered by those sections of the Labor Code, performing work during construction, alteration, demolition or repair (which includes work during the design and preconstruction phases of a project, including but not limited to, inspection and land surveying work) shall be paid the prevailing wages for the class of work they are performing.

In accordance with Sections 1770 et seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura county have been made by the California Director of Industrial Relations as required by the California Labor Code.

As required by California Labor Code Section 1777.5 properly registered apprentices shall be employed on the work.

The determinations made by the State are on file in the office of the Public Works Agency. A copy will be furnished without cost to the Consultant.

The Consultant shall post a copy of the wage rates at each jobsite at a location readily available to workers.

CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_

Social Security or  
Taxpayer I. D. No.

AGENCY:

By \_\_\_\_\_  
Director of Public Works

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**EXHIBIT D  
COUNTY OF VENTURA**

NO TEXT

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**EXHIBIT E**  
**AUTHORITY TO ISSUE WORK ORDERS**

The Director of Public Works, or a Deputy Director, is authorized to issue necessary work orders in accordance with a Board approved annual contract for consulting services subject to limitations, depending on Class. Work orders for map checking may be issued by the County Surveyor.

For the limited purpose of segregating contracts by class, approval includes any positive action taken by the Board such as budgeting the project or considering an environmental document for the project.

The limitations by class are:

**Class IA** Work orders for planning construction projects not yet approved by the Board of Supervisors.

All Class IA work orders, together with individual Class IA contracts, for a single project may not exceed an aggregate total of \$35,000.

**Class IB** Work orders necessary to:

- (1) Carry out general county functions (unrelated to specific projects);
- (2) Provide technical assistance to the County Counsel on matters involving ongoing or potential litigation; or
- (3) Plan or manage a project approved by the Board of Supervisors.

Each Class IB work order is limited to \$100,000.

Multiple work orders to the same consultant on the same project may not be used to exceed this limit.

COUNTY OF VENTURA - PUBLIC WORKS AGENCY  
ANNUAL CONSULTING SERVICES CONTRACT - WORK ORDER

CONSULTANT:

DATE:

ADDRESS:

CONTRACT NO: AE -

WORK ORDER NO:

TYPE OF SERVICE: Architecture

PROJECT NAME:

LOCATION:

Consultant shall perform the following described work per the Contract:

Work performed under this Work order shall be completed per the following schedule:

The maximum fee for services performed under this Work Order shall not exceed .

The **Project Manager** is:

Telephone: 805-

PM's address:

FAX: 805-

Send all reports and correspondence (except bills) to the Project Manager at the above address.

The Project Manager is responsible for the administration of the technical aspects of this work order.

Send all bills with claim form to: Public Works Agency, Engineering Services Division,  
800 South Victoria Avenue, Ventura, CA, 93009-1670

Authority: Board Resolution of November 3, 1998.

**Class IA**

**Director, Transportation Dept.**

<b>Fiscal Services</b>	Confirm w/ Agy:	Fund#:	Agy	Proj#:	Act#:
Doc#: PD-PWS-6500		Org#:	Obj:	Comm:	Approval:

DISTRIBUTION: Consultant (Original); Engineering Services-Contract Tech; Project Manager;  
ACSC-WO.0900 Auditor/Controller-Accounts Payable; PWA-CSD-Fiscal Services; Client, File.

Form File 4\_7-1ACWO.dotx

**PROFESSIONAL SERVICES CONTRACTS  
EXHIBITS A, B & C  
FOR OTHER THAN ARCHITECTURAL DESIGN**

Use the template

F:\Shared\PWA Forms\ConsultContrForms\4.5-2\_AE\_Consultant\_Contract\_Exhibits\_A+B+C.dotx

To prepare Exhibits A, B & C. The contents of the template are shown below and on the following five pages.

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**Professional Services Contract AE**

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**Template Information** (Version 100512)

Enter the following information below to be filled in automatically in the templates.

Contract Number: AE \_\_\_\_\_

Contracting Agency: County of Ventura

Consultant's Name: \_\_\_\_\_

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**Professional Services Contract AE**


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**EXHIBIT A - SCOPE OF WORK AND SERVICES****1. Project Description**

The AGENCY intends to:

[Fully describe the project that the consultant's services and this contract is supporting. This section is intended to give the consultant the "big picture" or what we are trying to accomplish. Include any relevant references to previously completed studies, reports or plans. Include the estimated cost for construction of the project if applicable.]

hereinafter called the PROJECT.

CONSULTANT shall exercise CONSULTANT'S best judgment, guided by consultation with AGENCY, in determining the optimum balance between the needs of AGENCY, aesthetics, methods for completing the PROJECT, quality, and the funds available for completing the PROJECT.

CONSULTANT shall assist AGENCY in establishing the exact requirements for the project and perform the professional services necessary to satisfactorily complete the project.

**2. Basic Services**

The following services shall be performed by CONSULTANT:

[Describe in detail what it is you want the CONSULTANT to do, any restrictions on how it is completed, and the specific deliverables required. Do not include any payment, cost, or scheduling information in this exhibit. That information is provided in exhibits B and C. Basic Services should be organized by task or deliverable. Consideration should be given to:

- Any special considerations or requirements
- Work or services to be performed by other CONSULTANTs
- Sub-CONSULTANTs required to be hired by CONSULTANT either listed by name or discipline.]

**3. Extra Services**

The following extra services are not included in the Basic Services described above and shall be performed by CONSULTANT when ordered in writing by the Project Manager for AGENCY. The AGENCY'S written order will include a statement of the work required, time schedule for completion. Payment for extra services performed by CONSULTANT will be paid by AGENCY as provided in Exhibit C. Only Extra Services that are considered within the scope and intent of this contract as described herein shall be authorized.

1. [Provide a list of the potential services that may be required. If none are anticipated then state "None."]

**4. County Services**

The following will be provided by AGENCY:

1. Provide full information as to the requirements of the project.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. [Include other items that we may be providing the consultant such as survey information, reports, maps, etc. Be very careful that the County owns or has legal rights to provide all information given to consultants.]

End of Exhibit

**Professional Services Contract AE**

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**EXHIBIT B - TIME SCHEDULE**

**1. Schedule**

All work under this contract shall be completed within the time limits indicated in this Exhibit as follows.

All work on this contract shall be completed by \_\_\_\_\_.

CONSULTANT shall complete intermediate tasks as follows:

<b>Task</b>	<b>Description</b>	<b>Due Date</b>

[Specify when deliverables are due. Use firm dates rather than days after notice to proceed if possible but not required. Remember, if you don't ask for it the contractor doesn't have to provide it.]

**2. Delays**

In accordance with paragraph 2 of the basic agreement, AGENCY shall issue a suspension of the contract time when CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or solely due to acts or omissions of AGENCY, when CONSULTANT promptly notifies AGENCY in writing of such delays.

End of Exhibit

Professional Services Contract AE

EXHIBIT C - FEES AND PAYMENT

1. Fees

Basic Services

[Select one or more of the following paragraphs depending on the types of compensation being used on the contract being created. The PM may reference specific tasks rather than the entire project if needed. The PM may use more than one form of compensation but it must be made very clear in this exhibit which work described in Exhibit A pertains to each form of compensation used.]

AGENCY will compensate CONSULTANT as specified in this Exhibit at the lump sum amount of \$\_\_\_\_\_ to complete all PROJECT work specified in Exhibit A, using the fee schedule herein.

AGENCY will compensate CONSULTANT as specified in this Exhibit but not to exceed the maximum fee amount of \$\_\_\_\_\_ to complete all PROJECT work specified in Exhibit A, using the fee schedule herein.

AGENCY will compensate CONSULTANT as specified in this Exhibit but not to exceed the maximum fee amount of \$\_\_\_\_\_, using the fee schedule herein.

Extra Services (when authorized in Exhibit A)

[Select one of the two options below. Option 1 can only be used on contracts that include a rate table. Option 2 can be used in contracts that do not have a rate table such as lump sum contracts. If no extra services are authorized then delete this section.]

CONSULTANT agrees to provide extra services at the rates specified in this Exhibit unless other agreements have been made in this Exhibit.

CONSULTANT agrees to provide extra services at hourly rates equal to [250-300%] of the actual direct pay rates, excluding payroll taxes and benefits, of the personnel performing the work.

Fees for extra services will be paid only when the work is authorized in writing by AGENCY'S Project Manager prior to the work being performed. The total amount for all Extra Services under this contract shall not exceed \$\_\_\_\_\_.

Fee Schedule

[Insert the fee table and/or value for each task. Only the fees included in the fee table can be included in an invoice. Make sure to include subconsultants, equipment, and other items that may be used. If the fee table is large it can be added to the end of this Exhibit with a reference made to it here. Make sure to include provisions to pay for any Extra Services included in Exhibit A. Provisions can include a fee table or allowance to pay 250% of the actual direct pay rates of personnel performing the extra services.]

Table with 6 columns: Item, Description, Unit, Regular, Prevailing, Travel

Notes: 1) The rates above include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County, incidental photocopying, and office equipment unless otherwise expressly listed in the fee schedule above. 2) The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

Travel Expenses

Reimbursement for travel within Ventura County is only authorized for the specific position descriptions so identified in the Fee Schedule in this Exhibit. Reimbursement for travel outside Ventura County is authorized when such travel is approved in advance by the Project Manager. AGENCY shall reimburse

**Professional Services Contract AE**

CONSULTANT for transportation, lodging, and meal expenses that are consistent with the policies and amounts approved for County employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees County Business Expenses*, in the County's Administrative Policy Manual (latest edition).

**Other Expenses**

Other expenses directly related to this project such as blueprinting, copying, and other professional services that are not performed in-house by CONSULTANT and are not listed in the fee schedule above will be reimbursed by AGENCY at cost to the CONSULTANT, without mark-up, as evidenced by a receipt.

**Overtime**

Overtime pay will be paid by AGENCY for CONSULTANT'S employees when CONSULTANT is required to pay their employee overtime due to law, regulation, company policy, or union agreement. The overtime rate paid by AGENCY shall not exceed the hourly rate specified in this exhibit plus 50% of the paid hourly rate for that employee. Overtime shall not be paid unless it has been authorized in writing by AGENCY and that authorization is included with the invoice requesting the overtime payment.

**Delays**

If all work under this contract cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fee for the work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the work was required to be complete as specified in Exhibit B until the time the work can actually be completed. Any payments of additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

**2. Payments**

AGENCY will make payments to CONSULTANT as follows:

**Basic Services**

[Used for time and materials compensated tasks]

Payments will be made monthly by AGENCY upon presentation of a properly completed AGENCY claim form by CONSULTANT. Requests for payment shall include personnel time records for work actually completed and at the rates specified in this Exhibit, copies of written authorizations for extra services or overtime, and receipts for all other items being requested for payment. Upon approval, AGENCY will pay CONSULTANT according to the table below but not to exceed 90% of the maximum fee provided for herein for the specific task until the completion of that task has been accepted by AGENCY.

Task	Description	Maximum Fee
Total		\$ 0.00

[Used for lump sum compensated tasks. The PM may want to include provisions for progress payments.]

Payments will be made monthly by AGENCY upon presentation of a properly completed AGENCY claim form by CONSULTANT. AGENCY may make progress payments for each specific task as described in the table below but not to exceed 90% of the lump sum amount provided for herein for the specific task until the completion of that task has been accepted by AGENCY.

Task	Description	Lump Sum
Total		\$ 0.00

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**Professional Services Contract AE**

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**Extra Services** (when authorized in Exhibit A)

When invoicing for extra services, CONSULTANT shall clearly mark on the CONSULTANT'S invoice which payments are for Extra Services and keep them separate from the costs for Basic Services. CONSULTANT shall also include a copy of the AGENCY letter authorizing the Extra Services with the claim request.

**Invoicing**

CONSULTANT shall submit all requests for payments to:

Public Works Agency  
County of Ventura L#1670  
800 South Victoria Avenue  
Ventura, CA 93009-1670  
Attn: Vicky Escoto

Timely invoicing by CONSULTANT is very important to AGENCY. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall request payment for services no later than 60 calendar days after the date that the services were performed. Requests for payment on items received by Agency more than 60 calendars days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each 30 day period beyond 60 days from when the services were performed.

CONSULTANT shall submit a final invoice within 60 days of the earliest of the following events: 1) contract completion date, 2) completion and acceptance by AGENCY of all work required by this contract, or 3) termination of the contract.

End of Exhibit

**TYPICAL EXHIBIT A FOR ARCHITECTURAL DESIGN CONTRACTS**EXHIBIT A  
SCOPE OF WORK AND SERVICES

## I. PROJECT DESCRIPTION

- A. The Agency intends  
*<Fully describe project here. References to completed reports or plans may be included.>*  
hereinafter called the project.
- B. The original target estimate for construction of the project is  
*<Enter estimate of cost to construct the project as if bid at the time of entering into the agreement.>*
- C. Consultant shall exercise Consultant's best judgment, guided by consultation with Agency in determining the balance between the needs of Agency, aesthetics, the type of construction, the quality of construction, and the funds available to achieve an optimum design of the project.
- D. Consultant shall assist Agency in establishing the exact requirements for the project and perform the professional services necessary to satisfactorily complete the project.

## II. BASIC SERVICES - The following Basic Services shall be performed by Consultant.

## A. During Schematic Design Phase

- 1. Ascertain the requirements of Agency and assist in the development of the program for the project.
- 2. Prepare schematic design studies and site utilization plans leading to a recommended schematic design of the facility for approval by Agency. Fully discuss alternative solutions, their feasibility and construction costs with Agency before proceeding with the completion of the schematic design and site utilization plan.
- 3. Furnish Agency reproducible tracings of the schematic design drawings and site plans so that Agency may reproduce the required number of copies for its use.

**B. During Construction Document and Bidding Phase**

1. Upon approval of schematic design studies, prepare working drawings and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical work, service connected equipment, and site work. Bidding documents shall be prepared on forms furnished by Agency. Specifications shall include and be based on standard specifications furnished by Agency.
2. When the construction documents are 30% completed, they shall be reviewed by Agency for conformity with the approved schematic design and for acceptability of features not shown in the schematic design. Agency may require modification of features not shown in the schematic design without additional compensation to Consultant.
3. When the construction documents are 70% completed (plans completed except for details and notes, and specifications in final draft form) they shall be reviewed by Agency for compliance with all the requirements of the contract. No modifications in concept will be required by Agency at this point without additional compensation; however, modification to meet the requirements of the contract shall be made by Consultant without additional compensation.
4. No text.
5. Assist Agency in applying for and obtaining required approval of plans, specifications, and contract documents from public agencies having jurisdiction over the project.
6. Make such modifications to the plans and specifications as are necessary to obtain said approvals.
7. Furnish Agency the original working drawings prepared on tracing paper and the original specifications typed on white paper suitable for photographic reproduction. The drawings and the specifications shall be signed by Consultant together with his California Architect's License Number and shall be similarly signed or sealed by the consulting engineer responsible for any of the work contained therein.
8. Furnish Agency copies of all computations, reports, studies, estimating data and other documents used in the preparation of the plans and specifications.
9. The Construction Document and Bidding Phase will be deemed complete only after all of the items therein mentioned have been accomplished, the Agency has been issued the required permits and plans approvals, and Agency receives a lowest responsible bid for the Project, as initially designed by Consultant or as modified in design by Consultant pursuant to the provisions of Article II.D.2. below, which is less than the adjusted target estimate as defined in Article II.D.I. below, and the permit plan checks have been completed with no discrepancies remaining which would interfere with the issuance of a permit.

## C. During Construction Phase

1. Attend, and arrange for subconsultants to attend, the preconstruction conference and the final inspection of the project construction. Provide advice to Agency staff at these meetings.
2. Give advice by telephone to Agency's project engineer concerning project. Such advice to be limited to situations where there is an apparent discrepancy in the documents.
3. Check shop drawings and submittals and render prompt approval or disapproval of them. *<If this service is not desired, substitute 'No Text' for this section.>*
4. Attendance and participation by consultant in onsite meetings shall not be construed as his tacit agreement that work performed by contractor has been completed in full compliance with the plans and specifications. *<If full inspection services are required, modify this section to provide for them.>*

## D. During All Phases

1. Maintain adequate control of the design which will allow Agency to obtain a competitively bid construction contract price of not more than the adjusted target estimate. The adjusted target estimate shall mean the original target estimate, adjusted for changes in project scope as mutually agreed upon in writing, and adjusted for the change in the Marshall Valuation Service, Quarterly Cost Index (Base Year 1926 = 100), Buildings - Western District, Class \_\_, adjusted to Ventura County and the latest month (referred to herein as Index). The Index is published by Marshall and Swift Publication Company of Los Angeles. The Index at the time this contract was entered into was \_\_\_\_\_.

The Index at bid time shall be computed by multiplying the Index for the current month in Western District, times the Local Multiplier for Ventura County. (The current index may be taken from Section 99 for the Month or, if Month is not available, interpolated between Quarters from section 98. Local Multipliers are in Section 99.)

The adjustment for change in the Index shall be made by multiplying the estimate by the bid time Index and dividing by the Index shown above.

2. Should the estimate of construction costs made by Consultant for the project exceed the adjusted target estimate, Consultant shall, at Agency's election, make all necessary modifications in the design of the Project reasonably satisfactory to Agency to reduce construction costs sufficiently to allow construction of the Project to be accomplished within the adjusted target estimate or such other higher amount agreed to by Agency.

Should the lowest responsible bid received by Agency for this Project exceed the adjusted target estimate, Consultant shall also make, at Agency's request, all necessary modifications in the contract documents reasonably satisfactory to Agency to reduce construction costs sufficiently to allow construction of the Project to be accomplished within the adjusted target estimate or such other higher amount agreed to by Agency.

All modifications necessary to keep within the adjusted target estimate shall be made by the Consultant without additional compensation.

3. Employ, as he deems necessary, technicians, professionals and subconsultants properly skilled in the various aspects of the design and construction of facilities required.
4. Employ the following properly licensed specialists as members of his staff or as subconsultants:

Electrical Engineer	<i>&lt;Modify this section by adding or deleting disciplines in the list, or by deleting the section and inserting 'No Text'.&gt;</i>
Mechanical Engineer	
Landscape Engineer	
Acoustical Consultant	
Civil Engineer	
Structural Engineer	

5. Make himself familiar with all laws and codes governing the work, and design the Project to comply with them. The codes in effect at the completion of the Construction Document Phase shall govern all work.
6. Keep Agency fully informed of the nature and progress of the Consultant's work and the current estimate of construction costs through a monthly written status report.

III. EXTRA SERVICES - The following extra services are not included in the basic services of Consultant and shall be paid for by Agency as provided in Exhibit C.

*<If it is desired to include any of the services listed below as part of the contract work, delete those services from the following list and include them in Section II.>*

- A. Revisions and changes in approved drawings and change orders requested by Agency and not otherwise included as part of Consultant's basic services pursuant to Article I of this agreement. (No compensation will be made for changes to reduce the cost of construction as required by Article II.D. above).
- B. Major revision of work completed or significant increase in the work to be performed by Consultant which result from changes in laws or codes governing the work after execution of the contract, providing such revisions or increased work could not have been avoided by timely action on the part of Consultant.
- C. Services with respect to replacement of any work damaged during construction.
- D. Services required as a result of the default or insolvency of the contractor.
- E. Overtime work by Consultant's employees when Agency accelerates the schedule of work after the date of this agreement.
- F. Checking of shop drawings and submittals.
- G. Making visits to the project site during construction, except as provided in Article II.C. above.
- H. Other services not included in basic services of Architect and requested in writing by Agency.

IV. COUNTY SERVICES - Agency shall:

- A. Provide full information as to the requirements of Project.
- B. Furnish legal services required by Agency in connection with the Project.
- C. Review documents submitted by Architect and promptly render decisions pertaining thereto.
- D. Reproduce and sell plans, specifications and other bidding documents.  
*<It is sometimes desirable to have the Architect perform one or more of the following services as part of the contract. If so, delete the services from this section and provide for them in Section II.>*
- E. Furnish adequate survey of the site which includes all significant surface and subsurface features on or adjacent to the site.
- F. Provide inspection of the Project and administration of construction contract.
- G. Review shop drawings submitted by Construction Contractor.

EXHIBIT B  
TIME SCHEDULE

Consultant shall complete the work on the Construction Documents as follows:

<u>Work Phase to be Completed</u>	<u>Calendar Days After Notice to Proceed is Issued</u>
Schematic Design	<i>&lt;The heading of this column may be changed to 'Calendar Days to Complete after Notice to Proceed on the Phase'. Enter the agreed upon time schedule for each phase. Times must be consistent with column heading, i.e., with the original heading, the times will all be from the same starting time, while with the alternate heading, times will be from the starting of the phase.&gt;</i>
30% Submittal	
70% Submittal	
Ready to Bid	
<i>&lt;The phase descriptions may need to be revised.&gt;</i>	

Time during which Consultant is delayed by any public agency reviewing the contract documents or by Agency for any reason and not occasioned by acts or omissions of Consultant shall not be included in the above time limitations if Consultant gives prompt notice of delays when they occur.

EXHIBIT C  
FEES AND PAYMENT

I. Fees

A. *<1. For contracts to be paid for on the basis of hourly rates with a guaranteed maximum fee, use the following followed by a list of hourly rates by Consultant's staff classifications. It may sometimes be desirable to provide maximum fees for each phase. If this is done, make sure that it is clear whether underruns on one phase can be applied to overruns on other phases or not.>*

Agency shall compensate Consultant at the following hourly rates, but not to exceed the sum of \_\_\_\_\_, to complete all project work specified:

*<2. For contracts to be paid for as a Lump Sum for completion of the entire project, use the following.>*

Agency shall compensate Consultant at the lump sum amount of \$\_\_\_\_\_ to complete all project work specified.

B. If all work under this contract cannot be completed within \_\_\_ calendar days after notice to proceed through no fault of Architect, the fee for the work not then completed will be adjusted to reflect increases in costs which occur, due to delays, from the expiration of the \_\_\_ days and the time the work can actually be performed. *<The time (same number in both blanks) to be inserted is the overall time from the start of the consultant contract to the end of the construction contract plus an allowance for unknowns.>*

C. Consultant agrees to provide extra services

*<If alternate 1 is used in A above, use the following:>*  
at the rates stipulated in Article I.A above.

*If alternate 2 is used in A above, use the following:>*  
at hourly rates equal to 250% of actual direct pay rates of the personnel performing the work. *<Note that a modification of contract may provide for a Lump Sum additional fee for an extra service.>*

*<Use only one of the following sentences.>*

*<1.>*Such fees for extra service will be paid only when the work is authorized by the County's Project Engineer in advance of the performance of the extra services. Such fees for extra services shall not exceed \_\_\_\_\_ without entering into a supplemental agreement. *<The amount to enter here is not for modifications of the design, which require modification of the project description in the contract. This amount is generally for providing services, not included in the contract, during project construction, such as reviewing 'equals', reviewing shop drawings or providing extra on site services.>*

*<2.>*Such fees for extra services will be paid only when authorized in advance by a modification of this contract.

II. PAYMENTS - Agency will make payments to Architect as follows:

*<There are many different types of payment clauses. Several are shown below, but others may be more appropriate in specific situations. The ones shown need to be tailored to the individual project conditions. The payment schedule should be agreed upon during negotiations. Percentages shown below are for illustration and may be modified.>*

*<1. For contracts involving expert advice or expert witnesses with loosely defined scopes and no specific deliverables.>*

Progress payments will be made monthly on presentation of completed Agency claim form and personnel time records for work actually completed at the rates shown in Article I.A above, but not to exceed the maximum fee provided therein without a written modification to the contract.

*<2. For contracts involving studies or other work with a guaranteed maximum to complete the work.>*

Progress payments will be made monthly on presentation of completed Agency claim form and personnel time records for 90% of the billings for the work actually completed at the rates shown in Article I.A above, but not exceeding the 90% of the maximum fee specified for completion of the study until the study has been completed. *<May have an agency review and acceptance required before final payment.>*

*<3. For contracts involving studies or other work with a lump sum fee.>*

Progress payments will be made monthly on presentation of completed Agency claim form and personnel time records for work actually completed at the rates shown in Article I.A above, but not exceeding 80% of the maximum fee specified for completion of the work. *<May have an agency review and acceptance required before final payment.>*

**<OR>**

Progress payments will be made in equal monthly payments of 20% of the total lump sum price, on presentation of completed Agency claim form and a progress report stating in general terms the work accomplished to date, but not exceeding 80% of the maximum fee specified for completion of the study. *<May have an agency review and acceptance required before final payment.>*

*<4. For contracts involving project planning and design.>*

Progress payments will be made monthly on presentation of completed Agency claim form and personnel time records for work actually completed at the rates shown in Article I.A above, but not exceeding 80% of the fee allocated for a stage until the completion of the work for that stage.

<u>Stage</u>	Percent of <i>&lt;Either 'Lump Sum' or 'Maximum Fee' here.&gt;</i> <u>Allocated for Stage</u>
Schematic Design Phase Completed	<i>&lt;Enter agreed upon percentages for each stage, or alter column heading and enter dollar amounts.&gt;</i>
30% Submittal of Construction Documents	
70% Submittal of Construction Documents	
Completed Construction Documents and Bids Received within limits of Article II.D.2 of Exhibit A	
Project Construction Completed	

*<More, fewer or different stages may be appropriate for specific projects.>*

**TYPICAL EXHIBIT A FOR ANNUAL CONTRACTS  
EXHIBIT A  
SCOPE OF WORK AND SERVICES**

Consultant shall provide professional **land surveying and record map checking services** as stipulated in the work orders issued pursuant to this contract. Attached Exhibit A-1 is hereby incorporated as part of the scope of work and services.

Agency retains the right to terminate any work order for any reason prior to completion by notifying consultant in writing and by paying charges accumulated prior to such termination.

Consultant retains the right to refuse any work order issued pursuant to this contract. Consultant retains the right to terminate this contract at any time, provided all work orders accepted by him have been completed.

This contract does not guarantee a specific amount of work to the consultant.

No work shall be performed under this contract except on receipt of a work order personally signed by a PWA official authorized to do so as indicated in Exhibit E.

**TYPICAL EXHIBIT A-1 FOR ANNUAL CONTRACTS**  
**EXHIBIT A-1**  
**RECORD MAP CHECKING**

Consultant shall check maps in accordance with the Agency's "Guide for the Preparation of Tract Maps, Parcel Maps and Records of Survey/Corner Records", dated July 1980 which shall be furnished to Consultant subsequent to the execution of this contract.

The following reference material submitted with maps shall be furnished to Consultant to assist in the checking of maps and shall be returned to Agency after each check:

1. Preliminary title report, including description of land being divided.
2. Preliminary Subdivision Guarantee.
3. Copies of all deeds, maps and documents used in the preparation of the map.
4. Copies of calculations showing closure and area.
5. Evidence of compliance with Section 66436 (a) (3) (A) of the Subdivision Map Act.

The Consultant shall mark the check print in red indicating the recommended corrections and/or additions, and in green indicating the items that are correct.

Consultant shall also prepare a memo, addressed to the surveyor preparing the map, indicating the major recommended corrections. Marked-up check print and memo shall be forwarded to the Agency.

The boundary analysis for all maps shall be accomplished by the following person(s):

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Any person performing boundary analysis under this contract, other than the above, must first be approved, in writing, by the Agency. The approval may be for a single assignment or for all assignments that are performed under this contract.

Consultant shall provide Agency current resume for each person rendering professional services under this contract. Resumes shall be submitted to the Agency prior to any work being performed.

**TYPICAL EXHIBIT B FOR ANNUAL CONTRACTS**  
**EXHIBIT B**  
**TIME SCHEDULE**

All work under this contract shall be completed within the time limit indicated in the work order and progress shall be maintained in accordance with the schedule for submittal of work as shown in the work order. When consultant is delayed because of acts or omissions of Agency, this shall be documented by consultant and submitted weekly to Agency for approval of delays. No work order under this contract shall be issued after June 30, 1994, and all work under this contract shall be completed by December 31, 1994. *<Note that dates must be the end of the current fiscal year and the end of the calendar year in which the fiscal year ends.>*

**EXHIBIT C  
FEES AND PAYMENTS**

On presentation of completed Agency claim form, payment shall be made monthly for work completed, delivered and accepted in accordance with the work orders at the following rates:

- Roof Consultant \$ \_\_ per hour.
- Roof Inspector \$ \_\_ per day.
- Partial Day (5 hours or less) \$ \_\_ per hour.
- Clerk \$ \_\_ per hour.
- Draftsperson \$ \_\_ per hour.

Outside professionals such as architects, mechanical engineers, structural engineers retained by Consultant At Cost.

Overtime rates shall be one and one-half times the hourly rate for services performed over eight hours per work day and all work performed on Saturdays, Sundays or holidays, when approved in advance by the Agency.

## APPENDIX 4 - PUBLIC WORKS AGENCY - ORGANIZATION AFFECTING CONSULTANTS

A4-1 PUBLIC WORKS AGENCY DEPARTMENTS & MISSIONS		
DEPARTMENT	MISSIONS	CONSULTANTS USED FOR
<b>Water Resources &amp; Engineering Department</b>		
Water Resources Division	<ol style="list-style-type: none"> <li>1. Monitors ground water quality &amp; quantity; Staffs Fox Canyon Ground Water Management Agency.</li> <li>2. Coordinates water importation.</li> </ol>	<ol style="list-style-type: none"> <li>1. Most design &amp; planning.</li> <li>2. Some inspection.</li> <li>3. Materials investigation and inspection.</li> <li>4. Staff augmentation for Map &amp; Plan checking.</li> <li>4. Special mapping services &amp; CAM conversions.</li> <li>5. Photogrammetry &amp; surveying</li> </ol>
Development & Inspection Services Division	<ol style="list-style-type: none"> <li>1. Reviews &amp; inspects public improvements for private land development projects; administers grading ordinance for engineered grading.</li> </ol>	
Engineering Services Division	<ol style="list-style-type: none"> <li>1. Performs County Surveyor duties concerning land division map checking.</li> <li>2. Performs county wide mapping.</li> <li>3. Performs control surveys and monument preservation surveys; contracts for photogrammetric mapping.</li> <li>4. Provides project management for projects of most other county agencies.</li> <li>5. Prepares &amp; administers consultant services contracts &amp; construction contracts for all PWA and most other county agency projects.</li> </ol>	
Water Works Division	<ol style="list-style-type: none"> <li>1. Manages five special districts and two County Service Areas providing water supply or wastewater facilities.</li> </ol>	
Transportation	<ol style="list-style-type: none"> <li>1. Plans, designs, inspects construction, maintains &amp; performs traffic engineering for the county road system.</li> <li>2. Administers several bus routes run under contract.</li> </ol>	<ol style="list-style-type: none"> <li>1. Bridges, traffic signals and major design.</li> </ol>
Central Services	<ol style="list-style-type: none"> <li>1. Acquires, manages and disposes of real property for all county agencies.</li> <li>2. Provides fiscal, personnel &amp; computer services management for PWA.</li> </ol>	<ol style="list-style-type: none"> <li>1. Condemnation appraisals.</li> <li>2. Temporary staff replacements.</li> </ol>
Watershed Protection	<ol style="list-style-type: none"> <li>1. Plans, designs, inspects construction, maintains &amp; controls the facilities of the Ventura County Watershed Protection District.</li> <li>2. Coordinates with federal agencies on the Federal Flood Insurance Program and on coastal erosion control.</li> <li>3. Performs hydrologic measurements, studies &amp; flood warnings.</li> <li>4. Provides materials testing and inspecting services for Watershed Protection projects.</li> </ol>	<ol style="list-style-type: none"> <li>1. Some major design.</li> <li>2. <b>Testing requiring special equipment or skills.</b></li> </ol>
Solid Waste Management	<ol style="list-style-type: none"> <li>1. Promotes safe &amp; efficient use of natural resources through waste reduction, recycling &amp; educational programs</li> <li>2. Monitoring of Construction recycling.</li> </ol>	<ol style="list-style-type: none"> <li>1. Design.</li> <li>2. Planning &amp; Studies.</li> </ol>

## A4-2 COUNTY STAFF

County staff concerned with each project include the following:

Project Manager - Has overall general responsibility for project including administration of Consultant's contract, liaison between Consultant and the County, administration of the construction contract and inspection of the work.

Construction Inspector - Responsible for detailed quality inspection of work.

Materials Inspector - Materials laboratory personnel (staff or consultant) that perform compaction testing, materials plant inspection, and other sampling and testing.

Materials Engineer - The engineer (staff or consultant) designated as such.

Building Inspector - Staff member of the Resource Management Agency - Building and Safety Department, or other Inspector as required by code, that performs code inspections on buildings.

Plan Checker - Staff member of the Resource Management Agency - Building and Safety Department that performs code review of building plans. May also refer to personnel of the Fire Protection District - Fire Marshal reviewing building plans.

Tenant Department or Agency Head (where project is for another Agency or Department)  
- The head of the department/agency who will use the completed facility and who establishes the function, size and general concept of the facility.

Chief Administrative Officer's Representative - Reviews program and costs and sets limitations on funds to be expended.

Deputy Director of Public Works - Each of the five individuals heading one of the departments and the Engineering Services Division, as shown in the table above.

Director of Public Works - The executive head of the Ventura County Public Works Agency. Also the Road Commissioner, County Surveyor and Engineer/Manager for several special districts.

Board of Supervisors, advised by the Director of Public Works and other appropriate County staff involved in the project, will be the final judge on the acceptability of the work.