
ANNUAL PROFESSIONAL SERVICES CONTRACT [AE_Number]
with [Consultant]

This contract is made and entered into this 1st day of July 2024, by and between the County of Ventura, hereinafter referred to as AGENCY, and [Consultant], hereinafter referred to as CONSULTANT regarding CONSULTANT's performance of the work and services described in Exhibit A hereto, including all Work Orders issued thereunder (the "Work"). CONSULTANT, or a principal of the firm, is registered, licensed, or certified by the State of California as a [Registration], number [number].

In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work; Standard of Performance

AGENCY hereby retains CONSULTANT to perform the Work described in Exhibit "A", including all Work Orders issued thereunder. The Work shall be performed in accordance with the terms and conditions of this contract 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. In performing the Work, CONSULTANT shall exercise the degree of skill and care customarily exercised by professionals in the State of California when providing similar services with respect to similarly complex work and projects.

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 will issue a suspension of the contract time if CONSULTANT is delayed solely by action or inaction of AGENCY, provided CONSULTANT promptly notifies AGENCY in writing of such delays.

3. Fees and Payments

Payment shall be made monthly, or as otherwise provided, on presentation of a completed AGENCY Consultant Services Invoice Form in accordance with the "Fees and Payment" provisions attached hereto as Exhibit C.

4. Termination

AGENCY retains the right to terminate this contract or any Work Order under this contract for any reason prior to completion of the applicable Work upon five days' written notice to CONSULTANT. Upon termination, AGENCY shall pay CONSULTANT for all applicable Work performed prior to such termination, provided, however that such charges shall not exceed the maximum fee specified in Exhibit C or the applicable Work Order thereunder 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.

5. Right to Review

AGENCY shall have the right to review the Work 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.

6. Work Product

On completion or termination of the contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall furnish, on request, all reports, drawings, designs, computations, plans, specifications, correspondence and other pertinent data and other work product prepared or gathered by CONSULTANT for the Work (collectively, "Work Product"). AGENCY has a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, Work Product

for government purposes. CONSULTANT may retain copies of Work Product for CONSULTANT's files. Work Product prepared by CONSULTANT pursuant to this contract shall not be modified by AGENCY unless CONSULTANT's name, signatures and professional seals are completely deleted. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such Work Product that is modified by persons other than CONSULTANT. CONSULTANT is authorized to place the following statement on drawings and 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."

7. Errors and Omissions

Without limiting AGENCY's other available remedies, if a construction change order is required as a proximate result of an error or omission of CONSULTANT in the preparation of construction or survey 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.

8. Correction of Work; Withholding of Payment

AGENCY may require CONSULTANT to correct Work performed by CONSULTANT that does not conform to the requirements and professional standards of this contract until the Work conforms to said requirements and standards at no additional cost to AGENCY. AGENCY may withhold payment for disputed Work until CONSULTANT correctly performs the Work or the dispute is otherwise resolved in accordance with this contract. If the nature of the nonconforming Work is such that CONSULTANT cannot correct it, AGENCY may reduce the CONSULTANT's compensation to reflect the reduced value of the Work received by AGENCY. If CONSULTANT fails to promptly correct nonconforming Work, AGENCY may have the work performed by a third party in conformance with the requirements and professional standards of this contract and charge CONSULTANT, or withhold from payments due CONSULTANT, any costs AGENCY incurs that are directly related to the performance of the corrective work. AGENCY shall not unreasonably withhold or reduce payment for CONSULTANT's Work under this section.

9. Subconsulting

With the prior written consent of AGENCY, CONSULTANT may engage the professional services of subconsultants for the performance of a portion of the Work ("Subconsultants"). CONSULTANT shall be fully responsible for all Work performed by Subconsultants which must be performed in accordance with all terms and conditions of this contract. All insurance requirements set forth in Section 13, "Insurance Requirements", below, shall apply to each Subconsultant, except to the extent such requirements are modified or waived in writing by AGENCY. CONSULTANT shall ensure that each Subconsultant obtains and keeps in force and effect during the term of this contract the required insurance.

10. Independent Contractor

a. No Employment Relationship. CONSULTANT is an independent contractor, and no relationship of employer and employee is created by this contract. Neither CONSULTANT nor any of the persons performing services for CONSULTANT pursuant to this contract, whether said person be a principal, member, partner, officer, employee, agent, volunteer, associate, Subconsultant or otherwise of CONSULTANT, will have any claim under this contract or otherwise against AGENCY for any salary, wages, sick leave, vacation pay, retirement, social security, workers' compensation, disability, unemployment insurance, federal, state or local taxes, or other compensation, benefits or taxes of any kind. AGENCY is not required to make any deductions from the compensation payable to CONSULTANT under the provisions of this contract. CONSULTANT shall be solely responsible for self-employment

Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONSULTANT does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state law.

b. No AGENCY Control of Means and Methods of Performance. Except as otherwise provided in this contract, AGENCY will have no control over the means or methods by which CONSULTANT will perform services under this contract, provided, however, that CONSULTANT will perform services hereunder and function at all times in accordance with approved methods of practice in the professional specialty of CONSULTANT.

c. Third Parties Employed by CONSULTANT. If, in the performance of this contract, any third parties (including, without limitation, Subconsultants) are employed by CONSULTANT, such third parties will be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and other applicable requirements of law will be the responsibility of and determined by CONSULTANT, and AGENCY will have no right or authority over such third parties or the terms of such employment, except as provided in this contract.

d. Compliance with Workers' Compensation Laws. CONSULTANT will comply with all applicable provisions of the Workers Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all applicable similar state and federal acts or laws, and will indemnify and hold harmless AGENCY from and against all Third Party Claims (defined elsewhere herein) presented, brought or recovered against AGENCY, for or on account of any liability under any of said laws which may be incurred by reason of any services to be performed under this contract.

e. Indemnity for Claims of Employer-Employee Relationship. CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and its boards, agencies, departments, officers, employees, agents, and volunteers from and against any and all Third-Party Claims (defined elsewhere herein) made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. CONSULTANT further agrees to hold AGENCY harmless from and to compensate AGENCY for any Third-Party Claims against AGENCY for payment of state or federal income or other tax obligations relating to CONSULTANT's compensation under the terms of this contract. CONSULTANT will not settle or otherwise compromise a Third-Party Claim covered by this subsection without AGENCY's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of CONSULTANT.

11. Duty of Loyalty to Agency; Financial Conflicts of Interest

a. CONSULTANT owes AGENCY a duty of undivided loyalty in performing the Work under this contract, including the obligation to refrain from having economic interests and participating in activities that conflict with AGENCY's interests with respect to the Work. CONSULTANT shall take reasonable measures to ensure that CONSULTANT, and its principals, officers, employees, agents and Subconsultants do not possess a financial conflict of interest with respect to the Work. CONSULTANT shall promptly inform AGENCY of any CONSULTANT financial interest that could reasonably be interpreted as creating a conflict of interest with respect to the Work. This section is not intended to modify the standard of performance as set forth in Section 1.

b. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, officers, employees, and agents of consultants retained by a public agency may be deemed "public officials" subject to the Act if they make or advise AGENCY on decisions or actions to be taken by AGENCY. To the extent AGENCY determines that the Act applies to CONSULTANT or its principals, officers, employees or agents, each designated person shall abide by the Act, including the requirement for public officials to prepare and file statements disclosing specified

economic interests, as directed by AGENCY. In addition, CONSULTANT acknowledges and shall abide by the contractual conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

c. During the term of this contract CONSULTANT shall not employ or compensate AGENCY's current employees.

12. Defense and Indemnification

If this contract is a contract "for design professional services" within the meaning of Civil Code section 2782.8, then subsection b. applies, and subsection a. does not apply and is not part of this contract, notwithstanding its inclusion below. Otherwise, subsection a. applies, and subsection b. does not apply and is not part of this contract, notwithstanding its inclusion below.

a. CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY) and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands, and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, whether against CONSULTANT, AGENCY or others, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONSULTANT, save and except third party claims arising through the sole gross negligence or sole willful misconduct of Indemnitee. CONSULTANT shall not settle or otherwise compromise a Third-Party Claim covered by this section without AGENCY's advance written approval.

b. CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY) and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT or its principals, officers, employees, agents or Subconsultants in the performance of this contract. This indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnitee, or to the extent caused by the active negligence of Indemnitee. The cost to defend charged to CONSULTANT or an Indemnitee shall not exceed its proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with Indemnitee and any other defendants regarding unpaid defense costs. In the event AGENCY or Third-Party tenders, a Third-Party Claim to CONSULTANT for defense under this subsection 12.b., AGENCY and CONSULTANT shall meet and confer in good faith and make best efforts to agree to an equitable sharing of the costs of defense between them prior to any determination and apportionment of fault (or if no such determination and apportionment is made) based on the allegations of the claim. CONSULTANT shall not settle or otherwise compromise a Third-Party Claim covered by this section without AGENCY's advance written approval.

13. Insurance Requirements

a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:

i. Commercial general liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in aggregate,

with coverage to include bodily injury, property damage and completed operations.

- ii. Business automobile liability insurance for any CONSULTANT owned vehicles, with a minimum combined single limit of \$1,000,000.00 for each accident and \$2,000,000 aggregate. Automobile liability insurance is not required if CONSULTANT does no traveling in performing the Work.
- iii. Workers' compensation insurance as required by the State of California with statutory limits, and employer's liability insurance coverage with minimum limit of \$1,000,000.00 per accident or claim. This workers' compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.
- iv. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.

With respect to any coverage written on a "claims made" basis, CONSULTANT shall, for three years after the date when this contract is terminated or completed, maintain such policy with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). AGENCY may withhold final payments due until satisfactory evidence of the continued maintenance of such policy or the tail coverage is provided by CONSULTANT to AGENCY. Such a policy shall allow for reporting of circumstances or incidents that may give rise to future claims.

- b. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT shall notify AGENCY of any and all policy cancellations within three working days of the cancellation.
- c. The commercial general liability policy shall name AGENCY and the County of Ventura (if not defined as AGENCY) and their respective officials, employees, and agents as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured coverage shall include both ongoing and completed operations. In the case of policy cancellation, AGENCY shall be notified by the insurance company or companies as provided for in the policy.
- d. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees, and agents for losses arising directly or indirectly from the activities or Work under this contract. The commercial general liability, automobile liability and workers' compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- e. Prior to commencement of the Work, CONSULTANT shall furnish AGENCY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to AGENCY within 30 days of the expiration of

the term of any required policy. CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.

- f. Each insurance policy required above shall state that coverage shall not be canceled except with notice to AGENCY.

14. Claims and Disputes

a. Administrative Review. Prior to filing a complaint in arbitration against AGENCY seeking payment of money or damages regarding work under this contract, an extension of contract time, or an interpretation or adjustment of the terms of this contract, including "pass-through" claims asserted by CONSULTANT on behalf of a Subconsultant (collectively referred to hereinafter as "claim"), CONSULTANT shall exhaust its administrative remedies by attempting to resolve the claim 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 initiate the administrative review process no later than 30 days after the claim has arisen by submitting to the Project Manager a written statement describing each claim and explaining why CONSULTANT believes AGENCY is at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Deputy Director and may appeal the decision made by the Deputy Director to the Agency Director, provided that AGENCY receives such appeal in writing no later than seven days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this seven-day period, the decision shall become final and binding and not subject to appeal or challenge.

b. Arbitration. All CONSULTANT claims not resolved through the administrative review process stated above shall be resolved by arbitration unless AGENCY and CONSULTANT agree in writing, after the claim has arisen, to waive arbitration and to have the 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 (collectively, "Rules for Public Works Contract Arbitrations"). Arbitration shall be initiated by a complaint in arbitration prepared, filed and served in full compliance with all requirements of the Rules for Public Works Contract Arbitrations. CONSULTANT consents and agrees that AGENCY may join it as a party to any arbitration involving third party claims asserted against AGENCY arising from or relating to any Work performed by CONSULTANT hereunder.

15. Compliance with Laws and Regulations; Permits and Licenses

CONSULTANT shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws and regulations. CONSULTANT certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to AGENCY, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its principals, officers, employees, agents and Subconsultants to comply with all applicable statutes, ordinances, and regulations, or other laws, that apply to performance of the Work. AGENCY is entitled to review and copy all such applications, permits, and licenses which CONSULTANT shall promptly make available upon AGENCY's request.

16. Prevailing Wage Requirements

Certain work to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship, and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT is solely responsible for determining whether the Work, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). AGENCY has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with AGENCY's Public Works Agency and are available upon request.

CONSULTANT is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

17. Miscellaneous

- a. Entire Understanding. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications, or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation, inducement, promise or warranty not contained in this contract will be valid or binding against AGENCY.
- b. No modification, waiver, amendment, or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- c. Nonassignability. CONSULTANT will not assign this contract or any portion thereof to a third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this contract. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.
- d. Third Party Beneficiaries. Except for indemnitees under sections 10.e and 12 above, this contract does not, and the parties to this contract do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- e. Time limits stated herein are of the essence.
- f. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- g. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
 - (1) Personal delivery.
 - (2) Courier where receipt is confirmed.
 - (3) Registered or certified mail, postage prepaid, return receipt requested.
 - (4) E-mail to the address provided for that purpose, where receipt is confirmed.

Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent to CONSULTANT at the current address on file with AGENCY for contract payment purposes, and shall be sent to AGENCY as follows:

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

Either party may change its contact information by providing written notice of the change to the other party in accordance herewith.

- h. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- i. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- j. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- k. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- l. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- m. Counterparts. This contract maybe transmitted and signed by electronic or digital means by either or both parties and such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

ANNUAL PROFESSIONAL SERVICES CONTRACT AE

CONSULTANT:

AGENCY:

Signature

Director Public Works Agency

Printed name and title.

Signature

Printed name and title.

Vendor Number

EXHIBIT A – Scope of Work

All Work Orders

1. Services. CONSULTANT shall provide services as stipulated in the work orders issued pursuant to this contract.

2. Work Orders. No work shall be performed under this contract except on receipt of a written work order signed by the DIRECTOR or his authorized Deputy, as indicated in Exhibit D (“Work Order”). CONSULTANT is not authorized to perform any work on this contract that has not been ordered in writing as described above. CONSULTANTS performing work without prior written authorization in the form of a properly executed Work Order do so at their own risk and AGENCY is not obligated to pay for any services performed for which a Work Order was not issued in advance. CONSULTANT retains the right to refuse to accept any Work Order issued pursuant to this contract.

3. Changes. No changes shall be made to an existing Work Order. If additional services are required, then a separate Work Order will be issued for such work.

4. No Guarantee of Work. This contract does not guarantee a specific amount of work to the CONSULTANT.

Work Orders Involving Design Services

Consultant’s Guide. CONSULTANT shall follow the procedures and comply with the requirements contained in the *Consultant’s Guide to Ventura County Procedures* on all work involving design services. A copy of the guide is available upon request from the Public Works Agency or can be downloaded from AGENCY’s web site at http://pwportal.ventura.org/ESD/ESD/StandardsandManuals/docs/Consultants_Guide_to_VC_Procedures.pdf.

Work Orders Involving Map Checking Services

CONSULTANT shall check maps in accordance with AGENCY’s “*Guide for the Preparation of Tract Maps, Parcel Maps, and Records of Survey/Corner Records*”, dated Jan 2023, which shall be furnished to CONSULTANT prior to or with the issuance of the first Work Order for such services. The guide can also be downloaded from AGENCY’s web site at [1-2023-Map-Guide.cleaned.pdf \(pcdn.co\)](#)

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 (for tract maps and parcel maps).
2. Preliminary subdivision guarantee (for tract maps and parcel maps).
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 (when required).
6. Tentative map, tentative map approval, and conditions of approval (for tract maps and parcel maps).

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 prepare a memo, addressed to the surveyor preparing the map, indicating the major recommended corrections.

CONSULTANT shall complete a checklist, copied from or similar to the checklist in section 7 (for records of survey) or section 8 (for tract maps and parcel maps) of the guide. Marked-up check print, memo and checklist shall be forwarded to AGENCY along with the reference package.

The boundary analysis for all maps shall be accomplished by properly licensed personnel who have been approved in advance by AGENCY to perform boundary analysis and are specifically named in the Work Order ordering the boundary analysis.

CONSULTANT shall provide AGENCY with a current resume for each person providing map checking services under this contract for AGENCY review and approval prior to any work being performed by that person under this contract.

Work Orders Involving Inspection Services

1. Duties. Perform professional construction inspection services. Such services shall consist of technical, on-site inspection of the materials, structures, equipment and workmanship and methods used by the construction contractor to verify that a project is constructed in compliance with the construction documents and according to good construction practices. CONSULTANT shall observe and report to the Project Manager any activities where in CONSULTANT's professional opinion the construction contractor is using or professing to use construction methods that may adversely affect the finished work. However, conduct of construction contractor's safety program as well as selection of construction contractor's means and methods shall remain the exclusive responsibility of the construction contractor. CONSULTANT's construction inspection services shall include the following:

- a. Become thoroughly familiar with all contract documents, applicable codes and safety regulations related to the work being inspected.
- b. Provide on-site observation of the progress and quality of work for the construction contract. Advise the construction contractor and the Project Manager of any observed deviations from the construction documents in a timely manner so as to minimize delay in the progress of the work.
- c. Inspect and observe the construction contractor's activities to verify that the work complies with the construction documents. Notify the Project Manager and the construction contractor if the construction contractor's work is not in compliance with construction documents including all addendums and change orders. Issue a stop work notice on all non-conforming work for which the contractor is not taking actions to correct. Notify the Project Manager of any failure of the construction contractor to take measures to place such work in compliance.
- d. Inspect and observe the materials and equipment being incorporated into the work to verify in CONSULTANT's professional opinion that they are handled, stored and installed properly and adequately and are in compliance with the construction documents. Report to the Project Manager regarding these activities.
- e. Maintain a daily record of labor, materials, and equipment used to perform work being performed under a time and materials change order.
- f. Identify problems encountered in accomplishing the work and recommend the appropriate action to the Project Manager for resolution of problems to minimize impact on timely completion of the work.

- g. Attend and participate with the Project Manager and the construction contractor(s) in all regular meetings and inspections as set forth in the construction documents and special meetings when reasonably requested by the Project Manager. Assist the Project Manager in responding to impacts and concerns of construction on citizens.
- h. Attend and participate at all meetings held at the job site regarding current or planned construction activities. Provide a report to the Project Manager on such meetings when the Project Manager is unable to attend.
- i. Prepare and submit a report of daily construction activities. Maintain a daily progress diary to record work performed and significant job events.
- j. Assemble and maintain notes, comments, sketches, and supportive data relative to a project in order to facilitate the revisions of tracings to conform to the construction records. Provide a copy of the daily progress reports to the Project Manager.
- k. Maintain a log of tests and inspections required by the contract. Observe and record the results of such tests including the date of the test, section of the specification requiring the test, and results of the test. Provide a copy of the testing log to the Project Manager at least monthly.
- l. When persons representing public agencies having jurisdiction over the project visit the job site, accompany such persons during their trips through the project, record the outcome of these inspections and report same to the Project Manager.
- m. Schedule survey staking by AGENCY crews as requested by the construction contractor.
- n. Notify the Project Manager of any conditions involving the project schedule, price, quality of workmanship, safety or compliance with the construction contract plans and specifications that are not covered by this Contract.

2. Records. CONSULTANT shall maintain the following records:

- a. Job site copies of all construction documents including plans, specifications, addenda, shop drawings, change orders and additional drawings issued subsequent to the award of the construction contract.
- b. Maintain a daily diary record of number of contractor employees and hours worked on the job site, weather conditions, list of visiting officials and jurisdiction, daily activities, decisions, observations of general construction activities, and detailed specific observations of activities such as testing or specialty inspections.
- c. Record names, addresses and telephone numbers of all contractors and subcontractors.
- d. Provide photographs recording conditions at the site before the start of work and at frequent intervals during the construction period. Additional photographs shall be taken of all areas of concern and areas that may involve potential change orders or unsatisfactory work. Each photograph shall be labeled with the date taken and description of what is in the photograph. Provide the Project Manager with a hard copy and digital file of the photograph.

3. Submittals.

- a. Receive submittal samples, which are required to be furnished at the job site; record date received and from whom; notify the Project Manager of their readiness for examination; record Architect's approval or rejection; and maintain custody of approved samples.
- b. During the course of the project, collect guarantees, warranties, certificates, and maintenance and operations manuals from the construction contractor. After final inspection, confirm all final submittal requirements have been met and provide such submittals to the Project Manager.

4. Partial Acceptance. Photographically document the condition of any work that is accepted by AGENCY prior to 100% completion of the work by the construction contractor. Photographically document any accepted work that is damaged prior to 100% acceptance and investigate to determine the cause of the damage. Provide a report on the damage with findings and conclusions to the Project Manager.

5. Payments to Contractor. Review with the construction contractor the payment estimate to verify quantities of accepted work and submit the draft payment estimate to the Project Manager.

6. Safety. Immediately stop all work that in CONSULTANT's professional opinion creates an imminent danger to life, limb, or property and notify the Project Manager immediately. Alert the construction contractor to all suspected violations of state or federal safety laws. If in CONSULTANT's professional opinion such a violation exists and the construction contractor does not take action to correct the violation, then CONSULTANT shall issue a stop work notice and immediately notify the Project Manager.

7. Limitations of Authority. CONSULTANT is not authorized to perform any of the following unless expressly authorized to do so in this contract or in writing by the Project Manager:

- a. Authorize deviations from the construction contract documents.
- b. Agree to extra payment to the construction contractor for any reason.
- c. Direct the construction contractor in any way with regard to means and methods.
- d. Provide labor, materials, or equipment to perform work which is the construction contractor's responsibility to provide.
- e. Advise on, or issue directives relative to, any aspect of the construction technique or sequence, unless a specific technique or sequence is called for in the specifications.
- f. Approve submittals, including shop drawings.
- g. Provide answers on Requests for Information back to the construction contractor without the Project Manager's approval.
- h. Engage in any activity which might be construed to be a conflict of interest.

End of Exhibit

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. If CONSULTANT is delayed because of acts or omissions of AGENCY, this shall be documented by CONSULTANT and submitted weekly to AGENCY for approval of a suspension of the contract time.

No Work Order under this contract shall be issued before July 1, 2024, or after June 30, 2025. All Work under this contract shall be completed by December 31, 2025.

End of Exhibit

EXHIBIT C – Fees and Payments

Fees

AGENCY agrees to pay CONSULTANT an hourly rate compensation for actual hours of services performed at the rates specified in the Fee Schedule table below up to the maximum total amount available under this contract. AGENCY will not pay any fees for items not appearing in the Fee Schedule table. The aggregate total amount of all fees paid for all work orders issued under this contract shall not exceed \$0.00.

1. Fee Schedule

Item	Description	Unit	Rate			Travel ² Expenses
			Regular ¹	Prevailing ¹	Travel ¹	

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 Expenses column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

2. Travel Expenses

Reimbursement for travel within Ventura County is only authorized as identified in the Fee Schedule in this Exhibit. Reimbursement for travel outside Ventura County is authorized only when such travel is approved in advance by the Project Manager. AGENCY shall only reimburse CONSULTANT for transportation, lodging, and meal expenses that 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).

3. Subconsulting

The expense for outside professionals such as architects and engineers retained by CONSULTANT to perform work as part of a Work Order may be reimbursed by AGENCY at cost to CONSULTANT, as evidenced by a receipt, with a mark-up of 0%.

4. Other Expenses

Other expenses directly related to deliverables under a Work Order 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 CONSULTANT, as evidenced by a receipt, without mark-up.

5. Overtime

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

Payments

Payments will be made monthly by AGENCY upon presentation of a properly completed County of Ventura's Consultant Services Invoice Form by CONSULTANT that has been approved by AGENCY. The invoice shall include, at a minimum, personnel time records for work actually completed at the rates specified in this exhibit, copies of written authorizations for overtime, and receipts for all other items authorized by this exhibit for which payment is being requested. A separate invoice shall be submitted for each individual work order.

ANNUAL PROFESSIONAL SERVICES CONTRACT AE

CONSULTANT shall submit all requests for payments to:

PWA.consultantinvoices@ventura.org

Timely invoicing by CONSULTANT is required. 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 submit a properly completed invoice no later than 60 calendar days after the services which are the subject of the invoice were performed. An invoice received by AGENCY more than 60 calendar days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative costs 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 additional 30-calendar-day period beyond 60 days between the date the services were performed and the submission of the invoice for those services.

CONSULTANT shall submit a final invoice form for each work order within 60 days of the earliest of the following events: 1) completion and acceptance by AGENCY of all work required by that work order, 2) termination of the contract, or 3) December 31, 2025.

End of Exhibit

EXHIBIT D – Authority to Issue Work Orders

The Director of Public Works, County Surveyor and their authorized deputies are authorized to issue necessary work orders in accordance with the Board action approving this contract and subject to the following limitations, depending on class.

For the limited purpose of segregating contracts by class, approval includes any positive action taken by the Board such as approving a project budget 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 \$65,000.

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 \$200,000.

End of Exhibit