

CONSULTANT SERVICES CONTRACT AE[ContractNumber]

[ContractTitle]
(Project No: [ProjectNumber])

This contract, made and entered into on this [BoardDay]^[BoardDaySuffix] day of [BoardMonth], [BoardYear], by and between the [AwardingAgency], hereinafter referred to as AGENCY, and [ConsultName], hereinafter referred to as CONSULTANT.

The Board of Supervisors action of [BoardDate] (Item Number [BoardItem]) 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.

Commented [PLN1]: Delete this paragraph if the Contract is not approved by the Board.

This contract shall be administered for AGENCY by the Ventura County Director of Public Works or his authorized representative. This contract constitutes the entire agreement between the parties regarding the subject matter of hereof and supersedes all previous contracts, agreements, promises, understanding and negotiations, whether written or oral, between the parties regarding the subject matter hereof. No action or failure to act by AGENCY shall constitute a waiver of any right afforded it under the contract or at law, nor shall such action or failure to act constitute approval or acquiescence except as specifically agreed in writing. Time limits stated in this contract are of the essence.

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 will issue a suspension of the contract time when CONSULTANT is delayed solely due to action or inaction of AGENCY, provided that 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 completed AGENCY's Consultant Services Invoice form in accordance with the "Fees and Payment", attached hereto as Exhibit C. CONSULTANT shall submit a properly completed invoice 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; Independent Contractor

This contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior written consent by AGENCY. In performing these professional services, CONSULTANT is an independent contractor and neither CONSULTANT nor its employees nor its agents shall be deemed employees of AGENCY for any reason. AGENCY shall have no responsibility or liability for the payment of any salary, wages, unemployment benefits, Workers' Compensation or disability benefits, federal, state or local taxes, or other compensation, benefits, or taxes for any of CONSULTANT's employees or agents or any of their respective employees or agents.

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6. Termination

AGENCY retains the right to terminate this contract for any reason prior to completion upon written notice to CONSULTANT. Upon termination, AGENCY shall pay CONSULTANT for all work performed under this contract prior to such termination, provided however, that such charges shall not exceed the maximum fee specified in Exhibit C for completion of any separately identified task/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. Work Product

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

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. Duty of Loyalty to Agency; Financial Conflicts of Interest

CONSULTANT owes AGENCY an undivided duty of loyalty in performing the services 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 services performed under this contract and subject project. During the term of this contract, CONSULTANT shall not employ or compensate personnel currently employed by AGENCY. CONSULTANT shall promptly inform AGENCY of any third party contract, arrangement, or financial interest that CONSULTANT possesses (other than this contract) that could reasonably be interpreted as creating a conflict of interest with respect to the services performed under this contract and the subject project, including but not limited to contracts and arrangements with manufacturers, suppliers, contractors, developers or other third parties which possess, or are seeking to obtain, a financial interest related to AGENCY's subject project. In performing the services hereunder, CONSULTANT acknowledges it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act (Government Code §§ 81000 et seq. ["Act"].) CONSULTANT shall comply with financial disclosure requirements under the Act as directed by AGENCY, and shall not engage in activities that may constitute a conflict of interest under applicable law.

10. 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 (collectively, "Indemnitee"), 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. This indemnity provision does not apply to liability, damages or other loss arising from the sole negligence or willful misconduct of Indemnitee, or to the extent caused by the active negligence of Indemnitee.

11. Insurance Requirements

- a. Without limiting CONSULTANT's duty to indemnify and defend 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 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

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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 \$1,000,000.00. 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 contract.
- 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, AGENCY, and their respective officials, employees, and agents as additional insured ("Additional Insureds") on CONSULTANT's general liability and automobile liability insurance policies. All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self insurance maintained by the Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.
- c. CONSULTANT's insurance shall not be canceled, non-renewed, or reduced in coverage or limits until after thirty (30) days advanced written notification has been provided to AGENCY. Prior to beginning any work associated with this contract CONSULTANT shall provide AGENCY with copies of certificates of all required insurance coverages and the following endorsements: additional insured endorsement; thirty (30) day notice cancellation clause endorsement.

Commented [PLN2]: Delete this paragraph if the contract is not for design services (preparation of plans or specifications)

12. Disputes

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 all 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.
- a. Prior to filing a Complaint in Arbitration, the CONSULTANT shall exhaust its administrative remedies by attempting to resolve the 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 initiate the administrative review process no later than thirty (30) days after the dispute has arisen by submitting to the Project Manager a written statement describing each dispute and explaining why CONSULTANT believes AGENCY is in error, as well as all correspondence and evidence regarding each dispute. CONSULTANT may appeal the decision made by the Project Manager to the Department Director, and may appeal the decision made by the Department Director to the Director of the Public Works Agency, provided that AGENCY receives such appeal in writing no later than seven (7) 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 arbitration, appeal or challenge.

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13. 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."

Commented [PLN3]: Delete this paragraph if the contract is not for design services (preparation of plans or specifications)

14. Errors and Omissions

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

The CONSULTANT shall maintain Professional Liability Insurance coverage as specified in paragraph 11 of this agreement.

Commented [PLN4]: Delete this paragraph if the contract is not for design services (preparation of plans or specifications)

15. Withholding of Payment

Without limiting AGENCY's other available remedies, if a construction change order is required for the subject project 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.

Commented [PLN5]: Delete this paragraph if the contract is not for design services (preparation of plans or specifications)

16. Prevailing Wage Requirements

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.

17. Miscellaneous

- 1) This contract constitutes the entire agreement between the parties regarding the subject matter of hereof and supersedes all previous contracts, agreements, promises, understanding and negotiations, whether written or oral, between the parties regarding the subject matter hereof.
- 2) 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.

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- 3) This contract is for the professional services of CONSULTANT and is non-assignable without prior written consent by AGENCY.
- 4) Nothing contained herein shall create a contractual relationship with, or a cause of action in favor of, a third party against either CONSULTANT or AGENCY.
- 5) Time limits stated herein are of the essence.
- 6) This contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California, and any action, suit, arbitration or other proceeding thereon shall be subject to venue in Ventura County, California.

CONSULTANT:
[ConsultName]

AGENCY:
[AwardingAgency]

Signature

Public Works Director or
Deputy Purchasing Agent

Print Name and Title

Signature

Print Name and Title

[VendorID]

Vendor Number

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Template Information (Version 120611)

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

Contract Number: AE__ - ____ This number is obtained from the ESD Consultant Contracts Specialist

Contracting Agency: County of Ventura

Consultant's Name: _____

Amount of Extra Services: \$0.00

Retention on Payments: 5% The amount that the PM wants to retain on lump sum payments until all of the work is completed. The amount of Retention should be based on the risk exposure to the County if the Consultant does not complete all of the work. Recommend amount ranges from 0% to 10%

File Location: Document3

Last Printed: 12/2/2014 8:53 AM

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Instructions

1. Notes and commentary are in **red**. All **red text** must be deleted prior to finalizing the exhibits.
2. **DO NOT DELETE THIS PAGE!** Deleting this page will erase all of the bookmark references and the headers and footers will not work properly.
3. This document must be Protected in order for the bookmark references to work properly. The user should not need to unprotect the document in order to use it as it was intended.

EXHIBIT A - SCOPE OF WORK AND SERVICES

1. Description of Work

The AGENCY intends to:

[Describe in general terms what you are trying to accomplish with this contract by completing the sentence "The AGENCY intends to..." Start with an active verb such as design, study, prepare, develop, etc. Include a brief description of the larger project that this contract is supporting if applicable. This section is intended to give the consultant the "big picture" or what we are trying to accomplish. Save the details for the Task descriptions in Basic Services. Include any relevant references to previously completed studies, reports or plans. Include the estimated cost for construction of the project if applicable. This section ends with the words "hereinafter called the WORK so that every time the term WORK is used it refers to the work described in this paragraph."] hereinafter called the WORK.

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 WORK, quality, and the funds available for completing the WORK.

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

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. Basic Services should be organized by task with deliverables (if applicable). 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.
- If a the scope and pricing is known but the timing is not, then write the work as a Task (not Extra Services) but start with the words "Upon written direction by AGENCY..."

Rules for writing the Basic Services

- Tasks should be written directing the consultant to do something. This can best be done by starting the task with an action verb such as perform, prepare, design, etc.
- Tasks should be broken down by how you will manage the work, track costs and want your consultant to invoice for work completed.
- AGENCY and CONSULTANT should always be referred to in all capital letters.
- In assigning responsibility to perform activities always use "shall" for consultants and "will" for AGENCY.
- The consultant is always referred to as CONSULTANT and we refer to ourselves as AGENCY. AGENCY is defined as County or the appropriate special district in the boilerplate.
- Do not include any payment, cost, or scheduling information in this exhibit. That information is provided in exhibits B and C.

Below is a sample task:

Task 1 – Evaluate Existing Condition

Perform an evaluation of the existing condition to include but not limited to document research, field visit(s) and meetings with project stakeholders. Prepare a report documenting the data collection activities conducted, summary of findings, analysis and recommendations.

Deliverables

1. Evaluation Report

3. Extra Services

[Extra Services are not part of the Basic Services but they must be related to the Basic Services. By definition, the scope and pricing of Extra Services cannot be defined when the contract is written. Extra Services is a form of contingency to get work done that is related to the Basic Services. Delete this section if Extra Services are not needed]

Extra Services are not included but are within the scope of the WORK and are related to the Basic Services described above. Extra Services 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 and 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.

4. County Services

The following will be provided by AGENCY:

1. Provide full information as to the requirements of the WORK.
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 A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All work on this contract shall be completed by _____.

CONSULTANT shall complete intermediate tasks as follows:

Task	Description	Due Date

[Specify when deliverables are due. Use actual dates whenever possible but days after some referenced event are ok. A consultant can't be late if there isn't a due date. Make sure to clearly relate expectations.]

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 B

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.]

[Used for tasks which are to be paid as a Lump Sum. The consultant must complete all the work and will be paid the entire lump sum amount when the work is accepted]

AGENCY will compensate CONSULTANT as specified in this Exhibit at the lump sum amount of \$_____ to complete all WORK *[or specify which tasks if not all]* specified in Exhibit A, using the payment schedule herein.

[Used for tasks which are to be paid on a Time & Materials basis with a guaranteed maximum fee for which the consultant must complete all the work or the tasks indicated]

AGENCY will compensate CONSULTANT as specified in this Exhibit but not to exceed the guaranteed maximum fee amount of \$_____ to complete all WORK *[or specify which tasks if not all]* specified in Exhibit A, using the fee schedule herein.

[Used for tasks which are to be paid on a Time & Materials basis with a maximum fee but for which the consultant is not required to complete all of the work or the tasks indicated]

AGENCY will compensate CONSULTANT as specified in this Exhibit but not to exceed the maximum fee amount of \$_____, for all WORK *[or specify which tasks]* specified in Exhibit A, using the fee schedule herein.

Extra Services (when authorized in Exhibit A)

[Delete this section if Extra Services are not used. If Extra Services are used then 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.]

Option 1. CONSULTANT agrees to provide extra services at the rates specified in this Exhibit unless other agreements have been made in this Exhibit.

Option 2. 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 \$0.00.

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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.]

Item	Description	Unit	Regular ¹	Prevailing ²	Travel ³
				n/a	No
				n/a	No
				n/a	No
				n/a	No

- Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the fee schedule above.
- 2) The Prevailing rates shown include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the fee schedule above.
- 3) 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

[Delete section if Travel is not authorized.]

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 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

[Delete section if Other Expenses are not authorized.]

Other expenses directly related to this WORK 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

[Delete section if Overtime is not authorized.]

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.

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2. Payments

AGENCY will make payments to CONSULTANT as follows:

Basic Services

Payment Schedule for Tasks Paid by Time and Materials

[This section is used for time and materials compensated tasks. Delete this section if not used.]

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 95% 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

Payment Schedule for Tasks Paid by Lump Sum

[This section is used for Lump Sum compensated tasks. Delete this section if not used. PM should 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 95% 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

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: Contracts Technician

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

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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 C