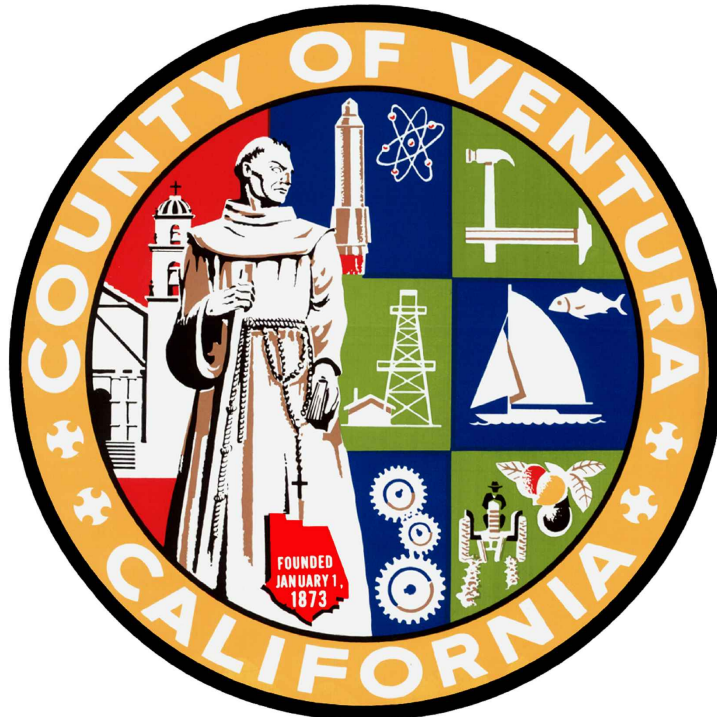


**COUNTY OF VENTURA
PUBLIC WORKS AGENCY**

PROJECT PROCESSING PROCEDURES MANUAL



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WORDSMITH (Vince Nowell) Simi Valley California**

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FOREWORD

PURPOSE: The Ventura County Project Processing Procedures Manual (PPPM) establishes uniform policies and procedures for the Project Managers and other staff members during the design, bidding and construction phases of Agency construction and maintenance projects. The PPPM also includes reference to, and in some cases excerpts from, state laws, county ordinances and Board resolutions.

CAUTION: It is not the intent of this manual that any standard of conduct or duty toward the public shall be created or imposed by the publication of this manual. The manual is not a textbook or a substitute for engineering or management knowledge, experience or judgment. The procedures contained herein shall be reviewed by the Project Manager, or other staff indicated as responsible for a particular action, for applicability to the task indicated. Where a particular provision appears to be inapplicable, the Project Manager shall ask for guidance from the Director-Engineering Services.

PPPM Change Dates				
Change No.	Memo Dated		Change No.	Memo Dated
0	01/15/1992		31	12/11/2000
1	05/18/1992		32	03/30/2001
2	09/30/1992		33	06/29/2001
3	02/16/1993		34	10/03/2001
4	12/01/1993		35	11/14/2001
5	02/22/1994		36	04/22/2002
6	04/07/1994		37	10/01/2002
7	07/21/1994		38	06/02/2003
8	10/06/1994		39	01/08/2004
*9	01/16/1995		40	06/21/2004
10	05/01/1995		41	01/14/2005
11	07/10/1995		42	07/18/2005
12	08/10/1995		43	01/30/2006
13	03/28/1996		44	07/17/2006
14	07/23/1996		45	01/05/2007
15	07/03/1997		46	08/24/2007
15E	08/27/1997		47	02/12/2008
16	02/01/1998		48	03/06/2009
17	03/10/1998		49	10/20/2009
18	03/30/1998		50	02/18/2010
*19	??/??/1998		51	08/23/2010
20	03/08/1999		52	02/01/2011
21	07/15/1999		53	09/02/2011
22	10/12/1999		54	01/06/2012
23	12/21/1999		55	08-10-2012
24	01/27/2000		56	02-20-2014
25	03/31/2000		57	07-09-2014
26	04/25/2000		58	01-28-2015
27	05/19/2000			
28	07/21/2000			
29	08/28/2000			
30	11/15/2000			
* Date missing or wrong on memos.				

GLOSSARY OF TERMS AND ABBREVIATIONS

NOTE: Some descriptions include the abbreviations:

VC Ventura County and

PWA VC Public Works Agency.

A&E or AE Architect(ural) and Engineer(ing) - Specifically those professional disciplines; used generically in the past to designate consultants from any discipline. Some forms carry the A&E designation, but read as "Consultant."

ACWO Annual Contract Work Order issued under authority of a Board approved annual contract for A&E services or routine construction.

Agency [With capital **A**] - As used throughout this Manual, refers to the Public Works Agency.

In specifications and contracts it means the public entity entering into the contract. See **BOARD** for list.

agency [With lower-case **a**] - As used in this Manual, it can have one of several definitions, depending upon the antecedent reference.

1. A VC department or agency other than PWA.
2. A local, State or Federal public agency exercising control over a PWA-managed project.
3. The "lead agency" for environmental assessments.
4. The "responsible agency" under various laws.
5. A "user agency," which is any PWA department or other VC department or agency for whom a project is being managed by the PWA. (The term "user" alone is sometimes used.)

APCD Air Pollution Control District of VC

BOARD Board of Supervisors of: VC; VC Flood Control District; VC Waterworks Districts Nos. 1, 16, 17 and 19; VC Fire Protection District; Lake Sherwood Community Services District; and a number of other special districts not generally involved in construction of facilities.

CBC California Building code

CEO County Executive Officer (and staff) and CEO- Risk Management (Insurance, Safety)

Capital Projects Coordinator The CEO's analyst assigned to manage the General Fund Capital Projects budget

County VC or Special District governed by Board (Context governs meaning)

CCO Contract Change Order (sometimes denoted as Change Order or CO)

Corporate Server entcfs\pwa.(F-Drive on many computers in PWA. The "pwa" in the address is omitted by the mapping on some computers.)

See **Introduction** for more information.

CSD Central Services Department of PWA

CSI Construction Specifications Institute (usually used to refer to CSI 16 division specification format and numbering)

GLOSSARY OF TERMS AND ABBREVIATIONS

DD	Department Director (Followed by department abbreviation if only one)
DD-CSD	Director-Central Services Department
DD-ESD	Director-Engineering Services Department
DD-TD	Director-Transportation Department
DD-WPD	Director-Watershed Protection District
DD-WSD	Director-Water & Sanitation Department
DGE	Designated Government Employee (applicable to Proposition 65 laws)
DPA	Deputy Purchasing Agent
DPWA	Director of the Public Works Agency
DOA	VC Department of Airports (Camarillo & Oxnard Airports) Previously DAIR
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
ESD	Engineering Services Department
ESD-CT	ESD - Contracts Technician (Consultant Services Contract - Prepare & Pay)
ESD-CSS	ESD - Contracts Support Specialist (Construction Contract - Prepare & Pay)
FAQ	Final Adjustment of Quantities
GSA	VC General Services Agency which includes: Fleet Services; Materials Management (Purchasing); Facilities & Grounds; and Recreation Services (Parks, Channel Is Harbor)
ISD	VC Information Systems Department (Computers, Telephones, Radios)
LS	Licensed Surveyor
Mod	Modification to Consulting Services Contracts
ND	Negative Declaration (pertains to environmental impact analyses)
PA	Purchasing Agent
PCC	Public Contracts Code of the State of California
RAP	Relocation Assistance Process (used by Real Estate Services)
RE or RCE	Registered Engineer or Registered Civil Engineer
RES	Real Estate Services (Division of PWA-CSD)
RMA	VC Resource Management Agency which includes: Air Pollution Control District; Building & Safety; Environmental Health; Planning and Weights & Measures
R/W	Right-of-way
SPPWC	Standard Plans for Public Works Construction
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code (of the State of California)

GLOSSARY OF TERMS AND ABBREVIATIONS

Ven Co VC
VCSS Ventura County Standard Specifications.

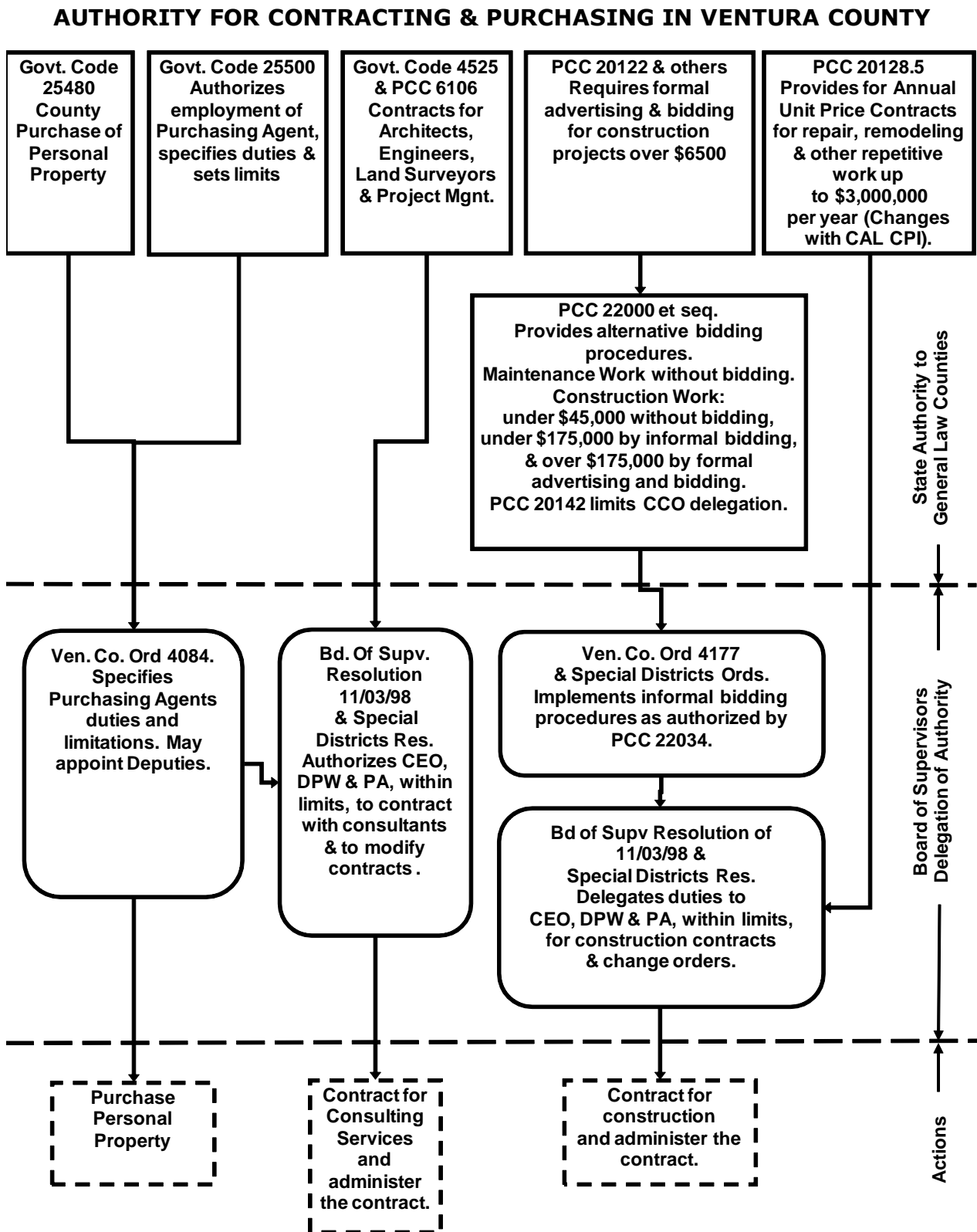
CONVENTIONS USED IN LETTER AND FORM FIGURES

<...>	Description of text to be included at this point; instructions; or other material not to be included verbatim.
[...]	Phrase or sentence to be used when appropriate or when indicated by instructions.
[... \ ...]	Alternate words, phrases or symbols to be chosen as appropriate or when indicated by instructions.
{a1}[...]	Alternate phrases, sentences, or paragraphs to be chosen as appropriate or when indicated by instructions. Letters in {} indicate group to choose from.
{a2}[...]	
REF ⓘ Glossary	References to Delegation of Authority documents in the manual's text. Circled numbers are shown in the table on next page of Glossary.

Figure G-1 BOARD OF SUPERVISORS DELEGATION OF AUTHORITY

VENTURA COUNTY BOARD OF SUPERVISORS DELEGATIONS OF AUTHORITY				
	①	②	③	④
	Uniform Construction Cost Accounting Act Election	Informal Bidding Procedures	Construction Contract Authorities and Duties to DPWA (See Fig G-4)	Informal Construction Contract Project Management Responsibilities
				⑤
AGENCY				Professional Services Contracting Policy (See Fig G-5)
Ventura County (includes Roads & public buildings)	Resolution 07/01/86	Ord 4177 11/10/98	Resolution 11/03/98	Resolution 11/03/98
Air Pollution Control District	NA	Ord 3935 06/19/90	Resolution 02/06/96	Resolution 02/06/96
Watershed Protection District	Resolution 07/01/86 (Ref in Ord WP-1)	Ord WP-1 02/11/10	Resolution 06/24/97	Resolution 02/06/96
Fire Protection District	Resolution 07/01/86	Ord 4179 11/10/98	Resolution 11/03/98	Resolution 11/03/98
Lake Sherwood Community Services District	NA	Ord 3938 06/19/90	Resolution 06/24/97	Resolution 02/06/96
Library District	NA	Ord 3939 06/19/90	Resolution 06/24/97	Resolution 02/06/96
VC Water Works District #1	Resolution 07/01/86	Ord 3940 06/19/90	Resolution 06/24/97	Resolution 02/06/96
VC Water Works District #16	Resolution 07/01/86	Ord 3941 06/19/90	Resolution 06/24/97	Resolution 02/06/96
VC Water Works District #17	Resolution 07/01/86	Ord 3942 06/19/90	Resolution 06/24/97	Resolution 02/06/96
VC Water Works District #19	Resolution 07/01/86	Ord 3943 06/19/90	Resolution 06/24/97	Resolution 02/06/96
<p>The following apply to all the Agencies listed in the table above:</p> <p>⑥ Purchasing Agent Ordinance No. 4048 of 01/10/95.</p> <p>⑦ Board resolution of July 8, 1980 (Board Item 32, Box 607507) concerning coordination between PWA, RMA and the Fire Department in the issuance of permits. See PPM §3.5.10.</p>				

Figure G-2 AUTHORITY FOR CONTRACTING & PURCHASING



This chart is a summary of the laws ,as of July 2011 , and Board Delegations , as of October 2006 , most frequently used in public works contracting. Check for any changes that may have occurred and see the Code sections, Ordinances, Board actions and Director delegations for the actual wording of the documents referenced.

Figure G-3 PUBLIC WORKS AGENCY CONTRACTS

PUBLIC WORKS AGENCY CONTRACTS

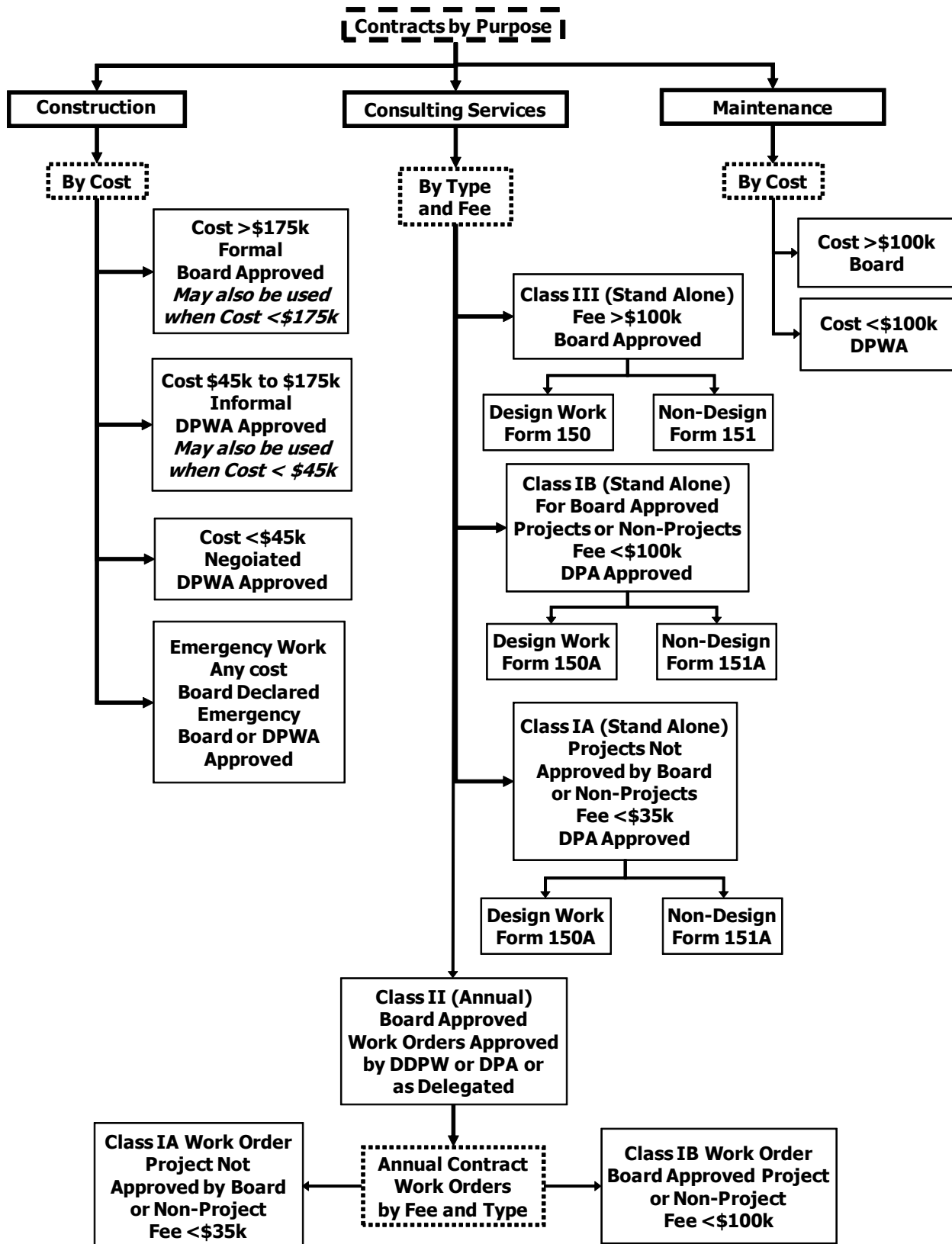


Figure G-4 DELEGATION TO DPWA FOR CONSTRUCTION CONTRACTS

Excerpt of Delegation to DPWA from Board Resolutions Ref ③ Figure G-1

- (a) **Advertising for Bids.** Set the time and place for opening bids and advertise the Notice Inviting Bids as prescribed by law.
- (b) **Selling Plans & Specifications.** Provide for the sale of bidding documents to prospective bidders as follows:
 - 1. Where the documents include 20 or fewer sheets of plans, charge \$5.00 (plus sales tax and shipping cost) per set of bidding documents including the specifications and one set of full sized plans,
 - 2. Where the bidding documents include more than 20 sheets of plans, establish a charge for the specifications and one set of full sized plans, computed at the rate of \$5.00 plus \$0.50 per sheet of plans in excess of 20 . (plus sales tax and shipping).
 - 3. For negotiated contracts, the charge for plans and specifications may be waived to selected potential contractors and subcontractors.
- (c) **Opening Bids.** At the time and place set for opening bids, provide for the bids received to be publicly opened and read. Have the bids checked for arithmetic accuracy and compliance with bidding instructions. Have an abstract of bids prepared and certify that the bids received were publicly opened and read, and that the bids have been checked. Bids on formally bid contracts shall be reported to the Board together with a recommendation, on the action to be taken.
- (d) **Negotiating & Awarding Maintenance Contracts.** For work necessary for the maintenance of public facilities as defined in Public Contract Code (PCC) §22002(d), and for which funds have been budgeted and are available, negotiate, award and enter into contracts not exceeding the amount set forth in Sections 3(f), (k), (I), (n) and (o) of Ventura County Ordinance #4084 as such ordinance and sections may be amended from time to time.
- (e) **Negotiating & Awarding Minor Contracts.** For work necessary for minor construction projects on public facilities for which funds have been budgeted and are available, negotiate, award and enter into contracts not exceeding the amount set forth in PCC §22032(a).
- (f) **Preparing Contracts.** For each contract awarded by the Board, for informal contracts bid in accordance with Ordinance No. 4084, and for contracts provided for in (d) and (e) above, have a contract prepared on standard forms and have it executed by the contractor.
- (g) **Executing Contracts.** Execute construction contracts awarded by the Board, informal contracts awarded in accordance with Ordinance No. 4084, and negotiated contracts provided for in (d) and (e) above. Facsimile signature may be used for execution of contracts.
- (h) **Administering Contracts.** Provide for inspection and general administration of all construction contracts.

Figure G-4 DELEGATION TO DPWA FOR CONSTRUCTION CONTRACTS (Cont.)

(i) Approving Substitution of Subcontractors.

1. Review all requests by construction contractors to allow the substitution of subcontractors.
2. Determine whether the requirements of PCC §4100 et. seq. for Substitution of subcontractors have been met and, if so, whether the change is in the best interest of the awarding authority.
3. If the determinations made in paragraph 2 above are affirmative, approve a request by a construction contractor to substitute a new subcontractor for a listed subcontractor when the listed subcontractor consents in writing, or does not submit a timely objection to the substitution.
4. Act as hearing officer and make recommendations to the Board in cases where:
 - a) The listed subcontractor objects to a substitution as provided in PCC Section 4107(a);
 - b) The prime contractor claims to have made a clerical error in listing subcontractors and has given proper notice as prescribed by PCC Section 4107.5.

(j) Assessing Penalties for Use of Unlisted Subcontractors.

1. When a contractor has been found to be using an unlisted subcontractor on a project, investigate and determine if such use is in violation of PCC §4107.
2. If it is determined that a violation has occurred, determine either an appropriate monetary penalty, not exceeding 10% of the amount of the work illegally subcontracted, or that the contract should be canceled.
3. Inform the contractor, in writing, of any proposed monetary penalty or contract cancellation and of the contractor's right, unless waived, to a hearing before the Board.
4. If the contractor concurs in writing with the proposed monetary penalty and waives a hearing before the Board, deduct the amount from payments due or to become due to the contractor. If the contractor does not agree, or if contract cancellation is proposed, schedule a hearing before the Board and give five days notice of the time and place of the hearing to the contractor.

(k) Change Orders.

Approve appropriate change orders (including additional working days occasioned thereby) to the contract, provided sufficient funds have been appropriated for the project to include the amount of the change order, as set forth in PCC §20142 or Ordinance # 4084, as such Code and ordinance may be amended from time to time.

(I) Claim Settlement after Final Payment.

If the contractor files a claim that is not resolved with a change order before the final payment under the contract is made, investigate the claim, and if found to be partially or completely valid, negotiate the appropriate settlement with the contractor if possible. If the amount of the negotiated settlement is within the limitations provided for change orders as set forth in (k) above, prepare a release of the claim with the approval of County Counsel, obtain the contractor's signature, and submit it with a general claim form to the Auditor-Controller for payment.

Note: Ordinance # 4084 is the Purchasing Agent Ordinance. The number changes when changes to the ordinance are adopted. The reason for the references in (k) to PCC & in (d), (f), (g) and (k) to the P. A. Ordinance is so if State law and the P. A. Ordinance change, the authority delegated will change automatically without having to modify this delegation resolution.

Figure G-4 DELEGATION TO DPWA FOR CONSTRUCTION CONTRACTS (Cont.)

(m) Payments to Contractors.

1. Provide for review of all estimates for progress and final payments for construction and, upon finding them to be correct, including the provisions for withholding of funds as provided in the contract, approve and forward them to the Auditor-Controller for payment.
2. Upon the review of each estimate made after 50% of the work on the project has been completed, determine the progress of the work, comparing it with the time remaining for completion under the terms of the contract, to determine if satisfactory progress is being made, and also determine the adequacy of performance of the contractor on the work. If it is determined that the ratio of the work remaining to be completed to the total work for the project is less than twice the ratio of the allowed time for completion remaining to the total time allowed for completion, find that satisfactory progress is being-made on the project. If satisfactory progress is being made and performance is satisfactory, limit the amount of retention to 5% of the total contract price. Otherwise retain 10% of the amount earned by the contractor to the date of the estimate.
3. After the end of each month, promptly submit to the Board a summary of progress and final payments made under this delegation of authority.

(n) Adjustment of Quantities. Make interim and final adjustments of quantities for unit price items and extra work change orders pursuant to the terms of the contract documents, provided sufficient funds have been budgeted to cover all costs of the project. The adjustment of quantities is to provide documentation of changes from estimated quantities of unit price items shown on the proposal form or in approved change orders to those actually completed as provided for by the contract and for which the Agency is already obligated.

(o) Acceptance of Project. Accept the project when the contractor has completed all obligations of the contract in accordance with the contract documents, by signing and recording the Notice of Completion within ten days after the completion of the project. For contracts where the Contractor has established an escrow account to hold retained funds, release funds not required- to secure:

- a) Properly filed stop notices as certified by the Auditor-Controller; and
- b) Notices to Withhold.

Figure G-5 CONSULTING SERVICES CONTRACTS POLICIES & DELEGATION

Excerpt of Policies from Board Resolutions Ref ⑤ Figure G-1

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

Figure G-5 CONSULTING SERVICES CONTRACTS POLICIES & DELEGATION (Cont.)

- 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.

Figure G-5 CONSULTING SERVICES CONTRACTS POLICIES & DELEGATION (Cont.)

- 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.

Figure G-5 CONSULTING SERVICES CONTRACTS POLICIES & DELEGATION (Cont.)

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.
- (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

FIGURE G-6 PUBLIC WORKS CONTRACTING REQUIREMENTS SUMMARY

Codes and delegations change. Confirm this summary with current codes and delegations.

- 1- **Board Actions:** The Board elected to become subject to the Uniform Construction Cost Accounting Act (PCC 22000-22050), adopted the Informal Bidding Ordinance, adopted the Purchasing Agent Ordinance and delegated to the Director of Public Works, the County Executive Officer, the Purchasing Agents and the Auditor-Controller certain duties on construction contracts. Board Governed Special Districts took similar actions. See page G-4 of the PPPM for dates of actions. (New resolutions are being prepared for Board approval)
2. **State Codes:** Subjects not covered in PCC 22000-22050 come under the other applicable sections of the Public Contract Code and other state codes such as Government Code, Civil Code, Labor Code and Code of Civil Procedures. Some projects may also be subject other codes, including Streets & Highway Code (Roads), Water Code (Waterworks and Watershed Protection) and Health and Safety Code (Sewers), which may modify the other code requirements. Federal, state or other financing may affect the requirements.
3. **Bidding Required:** All projects estimated to cost over \$45,000, except maintenance and emergency projects, must be advertised and publically bid.
 - a. Construction projects of \$45,000 to \$175,000 require notice to the trade journals 10 days before bid opening.
 - b. Construction projects over \$175,000 require notice to the trade journals 15 days before bid opening and a newspaper ad published 14 days before bid opening. Board award required. (PCC22032, PCC22034, PPC22037) (About a week lead time is required to get newspaper publication)
4. **Bonding Requirements:**

Bid Bond: All projects bid require a bid bond. (PCC20129)

Performance Bond: Projects awarded after bidding require a performance bond. (PCC20129)

Payment Bond: All contracts awarded by a public agency for over \$25,000 require a payment bond. (CC3247)

Note: As a performance bond and a payment bond are issued for a single fee, there is no economy of not requiring both if either is required by law.
5. **Change Orders (CCO):** No payment shall be made for work not covered by the contract or by a change order. By law, Board delegation and County Counsel's advice, change orders are limited as follows. (PCC20135-20139)
 - a. **Formally bid and awarded** construction projects: the Board (with proper vote) can approve a CCO up to 10% of the contract amount without obtaining bids, the DPWA to the following limits (Board Resolution):

AMOUNT OF ORIGINAL CONTRACT	MAXIMUM NET COST OF ANY CHANGE ORDER
\$50,000 or less	\$5,000 (Includes any net negative total)
\$50,000 to \$250,000	10% of amount of original contract
\$250,000 to \$3,950,000	\$25,000 + 5% of amount of original contract in excess of \$250,000
Over \$3,950,000	\$210,000

and PWA Department Directors (Deputy DPWA) to the following limits: (Delegations per PPPM)

AMOUNT OF ORIGINAL CONTRACT	MAXIMUM NET COST OF ANY CHANGE ORDER
Less than \$500,000	\$5,000 (Includes any net negative total)
\$500,000 to \$1,000,000	1% of Bid Price
Over \$1,000,000	\$10,000
 - b. **Informally bid or awarded** construction projects: the DPWA or the Board can approve CCOs where the net sum of all approved CCOs is less than \$45,000 and the total contract cost, including all CCOs, does not exceed \$175,000. (County Counsel advice)
 - c. **Negotiated Construction** contracts: the DPWA or the Board can approve CCOs where the total contract cost, including all CCOs, does not exceed \$45,000. (County Counsel advice)
 - d. **Maintenance contracts:** the Board may approve any CCO. For Board awarded contracts, the DPWA can approve any CCO as long as the net sum of all DPWA approved CCOs does not exceed \$100,000. For DPWA awarded contracts, the total contract cost, including all CCOs, cannot exceed \$100,000. CCOs exceeding this limit can be approved by the Board. (Purchasing Agent ordinance)
County Counsel has given the following guidance as to when a project is "Maintenance" within the definitions contained in PCC as follows:
 1. All elements of the work, albeit in potentially larger quantities, are those that are otherwise performed on a routine, recurring and usual basis for the preservation or protection of any publicly owned or publicly operated facility for its intended purpose.
 2. All elements of the work are only a restoration of the original elements of the work.
 3. While the original plans and specifications may be utilized in restoring the original elements of the work, the work may not incorporate any new design elements or constitute the total reconstruction of a destroyed structure.
 - e. **Emergency contracts:** County Counsel's advice is needed on CCOs.

INTRODUCTION

A. PURPOSE

The Project Processing Procedures Manual contains the County of Ventura Public Works Agency's policies and procedures for administering public works projects. While the Manual is principally for Project Managers and is a product of the Agency's Engineering Services Department, it applies generally to all the Departments and Divisions of the Agency.

B. SCOPE

The Manual is organized into eight major section areas with 26 additional topical sections. Subject matter ranges from the general to the specific throughout the manual as well as within the major section areas. The subjects covered include: overall project administration; initiation of projects; the policies, standards and laws that affect projects; consultant services (policies and contract processing procedures); review of projects; advertising and bidding of construction contracts; administration of construction contracts; and procedures for closing out a project.

Commonly required forms for project processing are interleaved with the text sections of the Manual. These are designated as **Figures**, called out in **boldface type**, and numbered sequentially within each section. Some of these forms are only facsimiles, reduced from the true size, and are not suitable for reproducing directly for use. They are placed in the Manual to keep forms information in proximity to example of the forms, which helps the reader understand and better utilize the forms. (See below.)

C. HOW TO USE AND MAINTAIN THIS MANUAL

The loose-leaf organization of the Manual lends itself readily to changing pages as eventual revisions are issued. The major topic sections are behind tab dividers. Principal subtopics are page-numbered in the sequence of those subtopics so that adding, removing, or changing pages in one subsection will not have a "ripple" effect on other pages in this Manual.

When material affecting the Manual's contents is issued (e.g., memoranda), and prior to its incorporation into the Manual as a revision, that material temporarily can be placed behind the tab divider at the back of the Manual labeled **ADDENDA TO MANUAL**.

A separate tabbed section near the back of the Manual, labeled **FORMS** is no longer used. Many of the regularly used PWA forms are included on "entcfs\pwa" server in the folder "\\pwa\shared\PWA Forms" as MS-WORD or MS-EXCEL templates. The server may show up as any drive letter, but is commonly the F: or P: drives. Their file names begin with the PPPM figure number, where applicable, with underscores replacing periods and sometimes dashes. For more information see the files _USING FORM TEMPLATES.doc and _FormsIndex.txt that are in the folder mentioned above.

There are two other tab-divided sections in the Manual for assisting the reader/user. One is a **GLOSSARY** of terms and abbreviations used throughout the Manual. While abbreviations have been kept to a minimum, placing them in a separate section can prove invaluable when encountering an undefined acronym in the Manual or on certain forms.

The other "help" section is a comprehensive, cross-referenced **INDEX** to topics, subtopics, forms, data, terminology, etc., found in this Manual. The Index is keyed to the decimal numbering of topic sections/subsections/ paragraphs rather than to page numbers. Thus, as revisions occur, unless a specific topic has been added or deleted, or a section/subsection number has been changed, the Index will not require a revision.

D. BOARD LETTERS

The CEO requires Board letters and all attachments (including Plans & Specifications) to be in electronic form. Wording and format of Board letters must be in accordance with the current version of "**CEO Board Letter Standards and Procedures**", which at the time of this PPPM change, supersedes **County of Ventura Administrative Policy Manual, Chapter II, Policy 12**, however it should be checked for any revisions.

PPPM Figures showing Board letters may not have the format and some of the standard wording required in all Board letters.

Fiscal/Mandates Impact Section

Use "There is no fiscal impact." only when action will not involve any expenditures now, in the future and will not impact other projects or programs. Otherwise follow the requirements in the Administrative Manual.

The following is suggested for letters requesting the Board to approve an environmental document, modified to fit the project:

"There is no fiscal impact associated with this item at present. The project was included in the 2005-2010 Capital Improvement Program, which was approved by your Board on August 30, 2005, Item 23. The project was also included in the FY 2005-06 budget, which was approved by your Board on June 20, 2005, Item 3."

Note that the approval of the first Board action involving a project, expands the DPWA's authority to contract for consultant services, therefore there is a potential fiscal impact.

E. E. COMPUTER ACCESS TO MANUALS & FORMS

The PPPM, the VCSS, Standard Land Development Specification, Road Standards, the Bond Book, Caltrans Manuals and other manuals and standards are available online at <http://pwa.ventura.org/engineering-services-department/standards-and-manuals>.

Forms for consultant contracting are on the intranet site <http://vcPWAPM>.

Working copies of the PPPM forms and other forms used in contracts and contract administration and assistance for Excel workbooks & VBA programming are available on the intranet and the corporate server.

The corporate server (entcfs\pwa) is mapped to various letters on individual computers but frequently it is the F:\ drive. On entcfs\pwa under the \Shared folder, there are the following folders containing the forms, programs, and other information.

On some computers PWA\Shared must be used.

<u>Folder under \Shared</u>	<u>CONTENTS</u>
\Consultants\	List of consultants and list of construction contractors.
\PWA Forms	
.....\Bond Templates\	Bond forms and Bond form help .
.....\Design&InspectionForms\	Inspector's forms & Design review forms.
.....\Plans&SpecPkg\	Forms for preparing specifications.
.....\PPPM Forms\	Forms listed by PPPM Figure numbers & instructions.
\PWA-prog\	Various Excel and Word templates with VBA programming, Information to assist in Excel VBA programming, Excel workbooks for engineering & surveying, useful downloaded workbooks, programs and Excel help.

The Word .DOCX files for the manuals maintained by Engineering Services are in \PWA \Engserv\Manuals-Files\ which is accessible only to personnel logged on in an Engineering Services account.

1.0 PROJECT ADMINISTRATION OVERVIEW

1.1 GENERAL PROJECT MANAGER RESPONSIBILITIES

The Project Manager (PM) is responsible for seeing that all necessary steps to satisfactorily complete a project are initiated, coordinated, and completed. Furthermore, the PM is directly responsible for the design and construction of the project. The PM shall visit the project site as soon as practicable following assignment to the project, and will consult periodically with heads of organizational units receiving Work Orders so that operations can be planned/scheduled effectively. Section Heads should meet frequently and individually with PMs to discuss backlogs.

Throughout this Manual (PPPM), persons holding specific staff positions are assigned responsibilities or indicated to have approval authority for certain actions. Both the text and the Flow Charts may indicate direct connections between certain staff members. Such indication is not intended to supersede a Department's normal reporting relationships and procedures for communications, which should be followed unless the PPPM specifically indicates direct contact.

1.1.1 Project Requests and Job Authorizations

The Project Request (see PPPM §2.1) is the basic guide to the project design. The Project Originator must approve in advance any significant changes made to project characteristics. Furthermore, for projects involving buildings, the Capital Projects Coordinator must approve any changes in the scope or function of the building.

On projects requiring a Job Authorization (see PPPM §2.2), the cost limit set for Public Works services cannot be exceeded without generating a revision to the Job Authorization. The PM is responsible for monitoring expenditure reports and controlling expenditures to remain within the set limits. If it appears that the limits are insufficient to complete the project, the PM shall notify the Client agency in writing as well as consult with that agency.

1.1.2 Use of Consultants on Projects

The responsibilities and duties of the PM for in-house-designed projects are the same as for Architect- and Engineer-designed (A&E-designed) projects, except as noted specifically in PPPM §4.7). (PPPM §4.0 contains details regarding all consultant services.)

1.1.3 Environmental Processing

Every project should be evaluated to determine if it is subject to the requirements of the California Environmental Quality Act (CEQA). Environmental processing shall be started in the preliminary stage of the project. Refer to the Project Flow Chart PPPM PERT-4 for the process involved, and to the County of Ventura Administrative Supplement to the State CEQA Guidelines (Administrative Supplement) for a detailed description of the steps required. Additionally, see the current State CEQA Guidelines for other requirements and guidance. Due to the complexity and ever-changing nature of the process, and to avoid mistakes, it is imperative that these documents be reviewed before proceeding.

1.1.3.1 Lead or Responsible Agency

All the CEQA rules refer to the lead agency or to the responsible agency. In the case of the Public Works Agency, the lead or responsible agency may be the County of Ventura, the Ventura County Watershed Protection District, a Ventura County Waterworks District, or the Ventura County Fire Protection District; however, the lead or responsible agency is never the Public Works Agency itself. Technically, the Board of Supervisors acts as the lead or responsible agency. However, the Board, via the Administrative Supplement, has delegated certain functions to staff in accordance with Section 15025 of the CEQA Guidelines.

1.1.3.2 Authority Pertaining to Environmental Documents.

DDs shall have authority to determine whether a project is exempt from the requirements of CEQA on those projects not requiring Board approval and shall sign Notices of Exemption for all projects carried out by their respective departments. (See **Figure 1.1-1**, Notice of Exemption)

For projects determined to be subject to the requirements of CEQA, the DD shall determine, based on the Initial Study, what type of environmental document is to be prepared. No proposed Negative Declaration or Mitigated Negative Declaration or Draft Environmental Impact Report is considered ready for public review until the DD of the department carrying out the project or his/her designee has reviewed and approved the environmental document.

1.1.3.3 Need for Environmental Document.

The need for an environmental document shall be determined by reviewing the *State CEQA Guidelines (State)* and the *Ventura County Administrative Supplement to State CEQA Guidelines (VCAS)* to see if the project is exempt from CEQA because it involves an activity that:

- 1) has No Impact (State §15061(b)(3));
- 2) is Ministerial (State §15268, and VCAS §4.3);
- 3) is needed due to a Declared Emergency (State §15269(a));
- 4) is an Emergency Project (State §15269(b)&(c)); or
- 5) is Statutorily of Categorically Exempt (State §15061(b)(1)&(2), State Articles 18 & 19).

1.1.3.4 Notice of Exemption.

For projects that are exempt from the requirement to an prepare environmental document, the PM shall prepare a Notice of Exemption on the form shown in Figure 1.1-1. The PM will transmit the Notice to the County Clerk using the form shown in PPPM Fig. 1.1-3, after the contract is awarded. For contracts that require Board approval, the Notice shall not be filed until the Board has approved the project. If permits from other agencies, e.g., Department of Fish and Wildlife, are sought prior to Board approval of an exempt project, the Notice may be prepared and submitted with the permit application but shall not be filed until the Board has approved the project. The County Clerk Posts the Notice for 30 days then returns the Notice to the PM for inclusion in the project files.

Preparing and filing a Notice of Exemption is not mandatory under CEQA, however it is in the Agency's best interests to do so as filing the Notice starts a 35-day statute of limitations period on legal challenges rather than the 180-day period if the Notice is not filed. It is the Agency's policy to file a Notice of Exemption for all projects except minor projects using negotiated contract where there is minimal chance of the project being challenged.

1.1.3.5 Environmental Document Processing

The processing of all environmental documents, at both the draft and final stages, have notice and public review requirements that will affect the project schedule. These may accumulate to a month or more. See the Administrative Supplement and CEQA Guidelines for public review and consultation requirements and details on processing environmental documents.

1.1.3.5.1 Negative Declaration (ND) and Mitigated Negative Declaration (MND).

For those projects that are determined not to have a significant effect on the environment, prepare the ND Or MND in accordance with Section 15071 of the State CEQA Guidelines and the Administrative Supplement. Submit the package to the DPWA along with the proposed notice of public review to be published and a list of individuals, organizations and agencies to which the notice and ND or MND is to be sent as provided in Sections 15072 and 15073 of the Guidelines. When the DPWA has approved the ND or MND, it may be processed through public review and submission to the Board of Supervisors using the letter format shown in Figure 1.2-2 for the ND or Figure 1.2-3 for the MND.

1.1.3.5.2 Environmental Impact Report (EIR).

For those projects that may have a significant effect on the environment, submit the Initial Study to the DPWA along with the proposed Notice of Preparation prepared in accordance with Section 15082 of the Guidelines, and a list of individuals, organizations and agencies to which the notice is to be sent. When the DPWA has approved the notice, it shall be processed as provided in Section 15082. After the Draft EIR is completed but before it is circulated for public review, submit it to the DPWA for approval. Upon approval, process it through public review, and make it final for submission to the Board of Supervisors.

1.1.3.5.3 Notice of Determination.

The lead or responsible agency must complete and file a Notice of Determination in the same manner as shown for the Notice of Exemption in PPPM **§1.1.3.4**. The self-explanatory form is shown as **Figure 1.1-2**.

Projects that are expected to have zero effect on biological resources should be submitted to the California Department of Fish and Wildlife for a No Effect Determination concurrently with the publishing of the Initial Study and Notice of Preparation for the project. If the Department determines that the project will result in "No Effect" on biological resources, payment of Department fees is not required.

1.2 ACTIVE PROJECTS MONTHLY STATUS REPORT

The PM shall report monthly to the DPWA on the status of assigned projects. All projects for the department or division shall be included on a single Excel worksheet using the form shown in **Figure 1.2-1**. A standard Excel97 workbook has been prepared for making the report. Note, that when design is being performed in-house, show "Staff" for the Design Engineer in the fourth column.

Whenever a date shown under the schedule is passed without completion of the milestone, the schedule must be updated. The reason for the slippage shall be noted in the "Remarks" column of the form. (That column can be used to note other significant changes or conditions affecting the project, as well.) If a significant change in estimated project cost occurs, the status report must be updated and an explanation provided.

Submit the completed worksheets by e-mail to the ESD-Management Assistant on or before the third day of each month. The ESD-Management Assistant will combine the reports from the various departments and divisions, prepare them for the PWA web site and load the finished report on the internet.

1.3 COST CONTROL

On projects with either construction costs or Public Works services costs (field and office) budgeted by other agencies, the PM shall make the Client Agency aware in writing of the potential changes in costs due to the Client Agency's requests, actions or inactions. The same applies to changes due to unforeseen problems in design or construction of the project. The PM shall promptly consult with the Client Agency on the problem.

FIGURE 1.1-1 NOTICE OF EXEMPTION

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF VENTURA

FROM: PUBLIC WORKS AGENCY
<DD's Name>, <department>

Project Title: <From PR or WA>	
Project Location - Specific <Describe location so lay person unfamiliar with project can locate the site.>	
Project Location - City <City or near city>	Project Location - County <Ventura County>
Description of Nature, Purpose and Beneficiaries of Project <Explain these items briefly in lay terms. Be sure 'Nature & Purpose' are inclusive of all work planned. Always describe benefits and to whom the project will benefit (usually the general public or people living or working in a certain area).>	
Name of Public Agency Approving Project <Agency name (County or Special District)>	Date of Approval <mm-dd-yyyy>
Name of Person or Agency Carrying Out Project <Agency name (County or Special District)>	

Exempt Status: (Check One) <Look at State CEQA Guidelines for these.>

☐ No Impact (Sec. 15061(b)(3))

☐ Ministerial (Sec. 15268)

☐ Declared Emergency (Sec 15269 (a))

☐ Emergency Project (Sec 15269 (b) and (c))

☐ Categorical Exemption. State class and section number: <Class & #>

Furthermore, the proposed project is not located in a hazardous or critical environmental resource area (Classes 3, 4, 5, 6, and 11), there are no significantly adverse cumulative impacts, and there are no unusual circumstances which would cause significant effects.

Reasons why project is exempt: <Reasoning concerning selection of 'Exempt Status' above.>

Contact Person	Area Code	Telephone	Extension

Date Received for Filing

Director, <Dept Name> Department

FIGURE 1.1-2 NOTICE OF DETERMINATION

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

NOTICE OF DETERMINATION

TO: _____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: _____

or
_____ County Clerk
County of Ventura

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title
<Title form PR or WA>

State Clearinghouse Number
(if submitted to Clearinghouse)
<Issued by State>

Contact Person
<PM's name>

Telephone Number
<PM's phone no.>

Project Location
<Location in lay language so that person unfamiliar with project can find it.>

Project Description
<Brief but all-inclusive description in lay terms.>

This is to advise that on <date> the <Agency name>
(date) (Lead Agency or Responsible Agency)
approved the above described project and has made the following determinations regarding the above described project:

1. The project ___ will, ___ will not, have a significant effect on the environment.
2. ___ An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA.
___ A Negative Declaration was prepared and certified for this project pursuant to the provisions of CEQA.

The EIR or Negative Declaration and record of project approval may be examined at: <Name of agency office. (Usually PWA or RMA-Planning)>
<Office address>

3. Mitigation measures ___ were, ___ were not, made a condition of approval of the project.
4. ___ Findings were made pursuant to Section 15091 of the State CEQA Guidelines.
5. A statement of Overriding Considerations ___ was, ___ was not, adopted for this project.

Date received for filing

Signature

Title

FIGURE 1.1-3 NOTICE OF DETERMINATION TRANSMITTAL MEMORANDUM

Use current County Clerk/Recorder form available at
<http://recorder.countyofventura.org/pdf/FishForm.pdf>.
Below is a picture of the form in December 2005.

Department of Fish & Game Environmental Filing Transmittal Memorandum/Filing Cash Receipt

Please complete the information and submit a transmittal with each set of documents presented for filing. Please provide an original set and (3) three sets of copies for filing. Thank you.

(for office use only)

Project Title: _____

Name of Agency

filing attached document: _____

The above named agency is filing as: ☐ Lead Agency ☐ Responsible Agency ☐ Trustee Agency

Address of Filing Agency: _____

Document Type (check one):

☐ Negative Declaration ☐ Mitigated Neg. Declaration ☐ Environmental Impact Report ☐ Exemption

Project Applicant: _____

Project Applicant Address: _____

Project Applicant Phone Number: _____

Project Applicant is (check one):

☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

If the agency presenting this document is filing as the responsible agency, **provide a copy** of the Lead Agency's filed documents and complete the following:

Lead Agency: _____

Lead Agency's Project Title: _____

Lead Agency's State Receipt #: _____ Lead Agency's Document #: _____

Check Applicable Fees (check all that apply):

- ☐ Negative Declaration (\$1,250.00)
- ☐ Environmental Impact Report (\$850.00)
- ☐ Categorically Exempt
- ☐ Statutorily Exempt
- ☐ County Administrative Fee (\$50.00)
- ☐ De Minimus Impact (**EXEMPT - Provide a Certificate of Fee Exemption**)
- ☐ Filed by responsible agency, fees paid by lead agency (Attach a copy of Lead Agency's filing & receipt.)
- ☐ Fees have already been paid (Attach a copy of the prior filing and proof of payment.)

Prepared by: _____
Name Title

Signature: _____
Date Phone #

DO NOT WRITE BELOW THIS LINE - The following portion will be completed by the Ventura County Clerk's Office.

Total \$ received: _____

Signature of person receiving payment: _____, Deputy County Clerk

(07/2004) CC&R

Posted: _____ through _____

FIGURE 1.2-1 ACTIVE STATUS REPORT

JUNE 1999

ACTIVE PROJECTS

ENGINEERING SERVICES DEPARTMENT

PAGE 1 OF 1

Sup. Dist.	Project Name Project Number	Low Bid or Estimate	Project Mgr. Design Engr. Contractor	Scheduled or Actual Dates				% Compl. Design/ Const.	WA Auth/ Balance	Remarks	Date Record Drwgs.
				Plan Approval	Contract Award	Const Start	Const. Comp.				
1	HCA Utility Rpic/Site Demo Elec Bldg. ENT 98311	\$4,771,676	Pringle Rasmussen & Assoc. Merco Const/Eng.	11/01/98	01/12/99	01/31/99	06/09/00	100	\$288,954 \$274,653 PFC V begun.	Kitchen demolition completed. Excavation for conduit and grade beams in generator building begun.	
All	PWA Fox Canyon Well Destruction ENO 20902	\$60,520	Quinn TRAK Environmental Midway Drilling	09/05/97	12/02/98	01/06/99	1/30/99	99/100	\$-0- \$-0-	Considering further sets of wells.	
2	LSA Oak Park Library Schematic ENS 99551	\$1,632,000	Tanouye F&D	06/30/99	08/30/99	09/30/99	03/30/00	50/0	\$52,255 \$39,617	Schematic design approved 12/1/98. Consultant is behind schedule. 70% submittal ANTICIPATED 05/99.	
1	Ojai Burn Dump	\$586,915	Tanouye Jensen Design	02/04/99	03/01/99	03/29/99	06/24/99	100/40	n/a	Contractor is mailing good progress. Anticipate early.	
3	ARP Oxair Hangar 1 ENT 99401	\$2,224,200	Tanouye Penfield & Smith					95/0	\$6,400 \$2,316	PWA received 95% corrected plans on 04/27/99. Review in progress.	
3	CAG Habitat for Humanity ENT 98103	n/a	Tanouye Various	n/a	n/a	n/a	n/a	100/0 (wall contract)	\$40,000 \$17,326	Wall contract start was 04/14/99. Contractor, Cherrie Masonry, has completed rebarform work on east side retaining wall.	

FIGURE 1.2-2(1) BOARD LETTER FORMAT FOR NEGATIVE DECLARATION

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

See **CEO Board Letter Standards and Procedures** for current Board Letter preparation and processing policy.

< ON PWA LETTERHEAD >

< Date of Board hearing >

Board of Supervisors
<Agency Name>
800 South Victoria Avenue
Ventura, CA 93009

Subject: Certify that Board has Reviewed and Considered Negative Declaration (ND); Determine Compliance with California Environmental Quality Act (CEQA) and the State CEQA Guidelines; Determine That ND Reflects Independent Judgment of Board; Find There Is No Significant Environmental Impact; Approve and Adopt Final Negative Declaration for <Project Name>; Approve the Project Located at <Location> Spec No. <#> Project No. <00000> Supervisorial District No. <#>; and Authorize the Director of Public Works Agency to Sign and File the Notice of Determination.

RECOMMENDATION:

1. Certify that your Board:
 - a) has reviewed and considered the information contained in the Negative Declaration (ND).
 - b) has determined that the ND has been completed in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines
 - c) has determined that the ND reflects the independent judgement of your Board.
2. Find that on the basis of the Initial Study and comments received, there is no substantial evidence, in light of the whole record, that the project may have a significant effect on the environment.
3. Approve and adopt the Negative Declaration and approve of the project.
4. Authorize the Director of Public Works Agency to sign the Notice of Determination and file it with the County Clerk within five working days of your Board's action.

FISCAL IMPACT:

See PPPM **INTRODUCTION-D** for guidance.

DISCUSSION:

Attached is the ND for the <name of project> located at <give specific location and refer to the attached vicinity map>. The purpose of the project is to <specify>.

Pursuant to the Administrative Supplement to the State CEQA Guidelines, a public review period was established from <date> to <date>. The following comments were received: <List comments or references to attached documents>

A ten day public hearing notice was published in the <name of newspaper> on <date>. Also, this notice was mailed to the city <name>, and all applicable state and federal regulatory agencies.

FIGURE 1.2-2(2) BOARD LETTER FOR NEGATIVE DECLARATION

The final ND is being transmitted to your Board pursuant to Section VII of the Administrative Supplement to the State CEQA Guidelines.

If you have any questions regarding this item, please contact the undersigned at Telephone No. <#>.

<DD's Name>

Director, <Dept Name> Department

<Department>

Exhibit 1 – Negative Declaration

FIGURE 1.2-3(1) BOARD LETTER FOR MITIGATED NEGATIVE DECLARATION

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

See **County of Ventura Administrative Policy Manual, Chapter II, Policy 12** for current Board Letter preparation and processing policy.

< ON PWA LETTERHEAD >

< Date of Board hearing >

Board of Supervisors

<County of Ventura or Special District Name>

800 South Victoria Avenue

Ventura, CA 93009

Subject: Certify that Board has Reviewed and Considered Mitigated Negative Declaration (MND); Determine Compliance with California Environmental Quality Act (CEQA) and the State CEQA Guidelines; Determine That MND Reflects Independent Judgment of Board; Find There Could be Significant Environmental Effects but Included Mitigations Reduce These to Insignificant Environmental Effects; Approve and Adopt Final MND for <Project Name>; Approve the Project Located at <Location> Spec No. <#> Project No. <00000> Supervisorial District No. <#>; Authorize the Director of Public Works Agency to Sign and File the Notice of Determination; and Designate the Clerk of the Board as Custodian of the Record.

RECOMMENDATION:

1. Certify that:
 - a) Your Board has reviewed and considered the information contained in the Mitigated Negative Declaration (MND) on file with the Clerk of the Board.
 - b) The MND has been completed in compliance with the California Environmental Quality Act (CEQA) and the Administrative Supplement to the State CEQA Guidelines.
 - c) The MND reflects the independent judgement of your Board.
2. Find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because certain mitigation measures have been incorporated into the proposed project to reduce impacts to a point where clearly no significant effect would occur.
3. Approval and adoption of the MND and Mitigation Monitoring Plan on file with the Clerk of the Board.
4. Incorporate the MND mitigating measures into the Project and approve the project.
5. Authorization for the Director of Public Works to sign the Notice of Determination and file it with the County Clerk.
5. Designate the Clerk of the Board, at 800 South Victoria Avenue, Ventura, California, as the custodian and location of the record of proceedings in this matter.

FISCAL IMPACT:

See PPPM **INTRODUCTION-D** for guidance.

FIGURE 1.2-3(2) BOARD LETTER FOR MITIGATED NEGATIVE DECLARATION

DISCUSSION:

<Identify and locate the project and describe purpose>

<Describe the project to be constructed and its approximate cost>

<Describe the present use and condition of the project site>

The MND was prepared pursuant to the California Environmental Quality Act (CEQA) and the Administrative Supplement to the State CEQA Guidelines. A public review period was established from *<date>* to *<date>*. Comments from the following have been received and responses have been incorporated in the Final MND:

<List the names of the agencies or persons making comments>

Certain mitigation measures to reduce potential impacts to *<Describe in general terms the environmental items>* are incorporated into the proposed project to a point where clearly no significant effects would occur. A Mitigation Monitoring and Reporting Plan has been prepared and is included as Appendix *<#>* of the MND.

Upon Your Board's approval of the recommended actions, a Notice of Determination will be filed with the Clerk of the Board.

This item has been reviewed by the County Executive Office, Auditor-Controller, and County Counsel.

If you have any questions regarding this item, please contact me at (805)-*<#>*.

<Name>

Director, *<Name>* Department

Exhibit 1 - Final MND, including Initial Study and Mitigation Monitoring Program, comments and responses

Form File 1_2-3Mit_Neg_Dec_BD_Ltr

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2.0 PROJECT INITIATION

Project are initiated as follows:

1. For projects financed by PWA managed budgets, a Project Request form (**Figure 2.1-1**) is prepared according to departmental procedures and PWA-CSD-Fiscal prepares an Internal Purchase Order.
2. For projects funded by non-PWA managed budgets, the PM and the agency managing the budget jointly prepare a Project Request form (**Figure 2.1-2**) a Job Authorization (**Figure 2.2-1**) and a Job Authorization - Supplemental Information Form (**Figure 2.2-2**). Both must be signed by the budgeting agency. See **PPPM §2.1.1**.

2.1 PROJECT REQUEST

2.1.1 Definition of Project Request

The Project Request is a communication from the Project Originator to: (1) the person activating a project, (2) the PM, and (3) the Cost Accounting Section. The Project Request must contain sufficient information to describe the project, including functional requirements and project limits. For projects funded by non-PWA managed budgets, the Job Authorization Form takes the place of the Project Request and should contain all of the information required for a Project Request. (See PPPM §2.2)

2.1.2 General Instructions for Processing Project Request

Project Requests are distributed internally and processed in each department in accordance with the procedures of that organization's DD. Project Requests are prepared, processed and distributed externally as follows:

- (1) The Project Originator prepares the Project Request.
- (2) The Project Request is prepared for each project to which a number is assigned. This includes all jobs where an Architectural/Engineering (A&E) consultant is to be employed or which will be constructed by contract.
- (3) A block of project numbers have been assigned to each PWA budget unit by the Public Works Central Services Department. The Originator (or PM in ESD) enters the Project Number on the Project Request form. See PPPM §2.2.1 for project numbers for work funded by any non-PWA managed budget to be performed by any PWA department.
- (4) The project is activated by a DD.
- (5) The Project Request is sent to the PM and such others as are specified by the DD. One copy is sent to the ESD-CT with requests for A&E contracts.
- (6) Each department maintains a file of its Project Requests.

FIGURE 2.1-1 PROJECT REQUEST FORM (PWA FUNDED)

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

**COUNTY OF VENTURA - PUBLIC WORKS AGENCY
PROJECT and JOB NUMBERS INDEXING REQUEST
FOR PUBLIC WORKS AGENCY FUNDS ONLY**

PROJ. TITLE:		COST ACCTG JOB #	P6
FUND NAME:	FUND #:	ORG#:	OBJECT:

SERVICES REQUESTED (Check one or more):

☐ CONSTRUCTION
 ☐ PWA LABOR
 ☐ CONSULTANT
 ☐ OTHER

INDEX A JOB NUMBER TO THE FOLLOWING PWA DEPARTMENTS:

AUTHORIZATION FOR FORCE ACCOUNT (LABOR) TO BE CHARGED VIA TIMESHEET:
FORWARD COPY OF PROJECT REQUEST TO THE FOLLOWING DIVISIONS

DOC ID #
JB PWS 6500

DEPT CHECK OFF:

☐ REAL ESTATE SVCS (RE)
☐ WATER RES/DEV SVCS (DW)
☐ WATER & SAN (WS)
☐ ENGINEERING (EN)

DOC ID #
JB PWS 6500

DEPT CHECK OFF:

☐ FLOOD CONTROL (FC)
☐ FLOOD CONTROL O&M(FM)
☐ TRANSPORTATION (TR)
☐ TRANSP. O&M (TM)

FOR CENTRAL SERVICES ONLY:

PROJECT CODE:
COST ACTG JOB #:

Date	Initial	
		INDEXED BY & DATE
		APPROVED BY & DATE

LDC JOB :

Date	Initial	
		INDEXED BY & DATE
		APPROVED BY & DATE

PROJECT DESCRIPTION:

REVENUE SOURCE:

_____ TO BE FUNDED WITH INTERNAL RESOURCES
 _____ BILLING REQUIRED: FROM _____
 _____ FEDERAL/STATE GRANT CLAIMS TO BE FILED
 _____ NAME OF FED/STATE AGENCIES:

 _____ REVENUE RECEIVED AND DEPOSITED IN _____

DEPARTMENT: _____

DATE: _____

REQUESTED BY: _____

APPROVED BY: _____

FIGURE 2.1-2 PROJECT REQUEST FORM (NON-PWA FUNDED)

COUNTY OF VENTURA - PUBLIC WORKS AGENCY WORK ORDER REQUEST FOR NON-PUBLIC WORKS AGENCY FUNDS ONLY						
PROJ. TITLE: _____						
AGY CODE:	FUND:	ORG:	FACILITY:	OBJECT:	ACTIVITY:	JOB NUMBER:
SERVICES REQUESTED (Check one or more):						
<input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> CONSULTANT <input type="checkbox"/> OTHER						
PROJECT DESCRIPTION:						
DEPARTMENT: _____				DATE: _____		
REQUESTED BY: _____				APPROVED BY: _____		

2.1.3 Project Request Form

The Project Request form is illustrated in PPPM Figure 2.1-1. The following instructions are keyed to the blocks shown in the figure. ESD uses the Job Authorization form, PPPM Figure 2.2-1 in place of the Project Request form. The parenthetical references following a Project Request instruction, e.g., (WA #5) indicates the appropriate location in the Job Authorization form for the same information to be placed. (See also PPPM §2.2.)

- **TITLE** - This is the exact project name that will appear on the plans, specifications, and correspondence concerning the project; make it short, unique, and as descriptive as possible.
- **PROJ NO.** - Enter the number assigned by CSD.
- **PROJECT DESCRIPTION** - Include location and what is to be done. Provide details if there is a requirement for the project or some of its phases to be completed by a specific date.
- **REVENUE SOURCE** - Complete the information after consultation with CSD.
- **SERVICES REQUESTED** - Check the type(s) desired; if "Other," specify what is desired. Also check PWA units that will be providing services.

2.1.4 Changes to Project Requests

As soon as it is evident that a change is necessary in the data contained in a Project Request, the Project Originator must notify the PM, as follows:

(1) Provide oral notification, following which (to avoid unnecessary work), the PM shall immediately inform anyone currently working on any phase of the project affected by the change; and

(2) Immediately follow the oral notification with written notification by using a Project Request (PPPM Figure 2.1-1 or 2.1-2) marked "Amended". This form is processed and distributed in the same manner as the original Project Request. Where Job Authorizations were used in lieu of a Project Request, use another Job Authorization for the change if costs are affected.

Distribute the amended form to everyone who received the original Project Request. For changes in Work Orders refer to PPPM §2.3.

2.1.5 Advice to Project Managers

Supplement 2.1-1 is from the Southern California Chapter APWA Newsletter. It gives some good advice to Project Managers, not only on small projects, but on most projects managed by the Agency. Note that this is advice only and does not change any requirements of laws, ordinances, policies, procedures given in this PPPM, or directions from supervisors.

SUPPLEMENT 2.1-1(1) SUGGESTIONS FOR PROJECT MANAGERS

Tips for Managing Small Projects

F.J. Schroeder, PE, CMC

Most public works project managers are familiar with the various tools and techniques for planning, directing and controlling large projects-work breakdown structures, task-responsibility matrices, master and task schedules, network diagrams, interface events lists, resource management, risk identification, and critical path management.

On large, complex programs and projects, it's usually clear that these and other tools and techniques are useful and worth the time and effort to implement them. Questions often raised, however, are "When does it become necessary to use all these tools?" "When should I use project management software?" and "Are there simpler and less demanding management techniques available for small, less complex and less critical projects?"

Here are some tips for managing such projects which have been suggested over the years by a number of successful project managers:

1. EVALUATE HOW CRITICAL THE PROJECT IS.

What are the financial, political, career or other consequences of failing to complete the project satisfactorily, at reasonable cost, and within a reasonable time? The greater the risk of failure and/ or the consequences of failure, the greater the need to manage the project carefully, and to use all available tools and techniques.

2. AT THE OUTSET, IDENTIFY PROJECT REPORTING AND DOCUMENTATION NEEDS.

To whom, and in what form, do you have to report project progress and results? What information is needed to do the project? What information is necessary to track progress? The answers to these questions will often influence what management tools to use. If you have to make formal presentations to upper management, a council or board, or to public groups, you may want to use project management software with good graphics and presentation capabilities to show project plans and status and to demonstrate that you know what you're doing.

3. CLARIFY OBJECTIVES FOR THE PROJECT.

What performance do you want? (i.e., how many? how good? etc.) How much should the project cost? How soon does it need to be done? Know which of the objectives are most important to you, and which can be traded off when there are conflicts. Know also what priority the project has with respect to other work before you.

4. CONSIDER ALTERNATIVE APPROACHES, BASED ON YOUR OBJECTIVES.

If cost is more important than schedule or performance, perhaps you don't need any management tools. Work on the project when you can, with whatever resources are available, and don't worry about when it gets done. A word of caution, however. *It has been the experience of most project managers that lax schedules more often result in cost increases than cost savings.* If schedule is most important to you, you may want to see if you can buy the project results (i.e., an off-the-shelf solution) even though it may cost more or fall short of your ideal performance objectives.

SUPPLEMENT 2.1-1(2) SUGGESTIONS FOR PROJECT MANAGERS

5. SCALE BACK AVAILABLE TOOLS AND TECHNIQUES SO THAT THEY REAPPROPRIATE TO THE PROJECT AND TO YOUR UNIQUE WORK ENVIRONMENT.

A Gantt chart done by hand or with graphics or spreadsheet software may be just as useful as one created with project management software. If project management software seems appropriate, select a package which is inexpensive and easy to use, such as *Microsoft Project* or *Suretrak*. Leave *P3* and other sophisticated software to the large project specialists. Stay away from resource management and cost estimating features, unless you're really able to simulate your environment.

6. IDENTIFY ALL ACTIVITIES NECESSARY TO CARRY OUT THE PROJECT.

If you don't need a detailed work breakdown structure, make a simple list of the activities. Identify any activities with long lead times, and any activities over which you don't have direct control, and get an early start on those.

7. IDENTIFY ALL THE PARTICIPANTS IN THE PROJECT, AND WHAT THEIR ROLE WILL BE.

Be sure that someone is responsible for each activity, and that everyone understands and accepts what their role will be.

8. GET PARTICIPANTS COMMITTED TO THE PROJECT.

This may be one of the hardest tasks facing a project manager, who often has no direct authority over those people upon whom he or she is dependent. One good way is to get all participants involved in planning the project. Another is to tie some rewards to project success.

9. IDENTIFY MILESTONES AGAINST WHICH PROJECT PROGRESS CAN BE MEASURED.

Don't wait until you get near the desired completion date before you begin to evaluate progress and identify corrective measures. Identify intermediate milestones against which you can judge progress. If you see you're failing to meet your milestone dates, take corrective action immediately. It's a lot easier to make up lost time early in the project than at its end.

10. KEEP THE MOMENTUM.

Set aside some specific blocks of time to work on the project. Identify who needs what from whom to do their part of the work. Hold regular progress meetings. Keep pressure on other participants to meet their commitments. Keep informed about participants' schedules, so the entire project isn't held up by one participant's vacation plans.

11. FINALLY, SHARE THE CREDIT.

As your project comes to a successful conclusion, publicly acknowledge and thank the people who contributed. It'll help make your next project a lot easier!

F.J. "Jack" Schroeder is a registered Civil Engineer and Certified Management Consultant who provides project planning, training and implementation services to public agencies and engineering firms. He is a former instructor in project management at the University of Southern California. His offices are at 1926 Westholme Ave., Los Angeles, CA 90025. Tel. (310) 4702655. FAX (310) 470-6378

2.2 JOB AUTHORIZATION

2.2.1 General Instructions

A Job Authorization form is required for all project which have a separate Project Number assigned, however for projects financed by PWA-managed budgets, the form is completed by CSD-Fiscal Services Division on receipt of a Project Request form. These instructions do not apply to project financed by PWA-managed budgets. For projects financed by non-PWA managed budgets, a Job Authorization is used in lieu of a Project Request. The Job Authorization must contain the information required for a Project Request as identified in parentheses in PPPM §2.1.3. Project numbers for projects financed by non-PWA managed budgets are assigned by the ESD-Construction Tech using 5 digit numbers, the first two digits indicating the fiscal year, the third digit the funding agency (0=CEO; 1=VCMC; 2=Fire; 3=Airport; 4=Other), and the last two digits are consecutive project numbers starting with one.

The Job Authorization -- and changes thereto -- provide a detailed estimate of Public Works services charges, including a breakdown of costs by design, surveys, laboratory, right-of-way acquisition and clearance, and contract administration and inspection. Show estimated construction costs in the "Work Requested" block of the Job Authorization form, but do not include these in the Job Authorization amount.

PPPM Figure 2.2-1 is a facsimile of the Job Authorization. The PM, working with the person designated by the other agency, fills in the "Requesting Department" information, then sends the form to the requesting organization for an approval signature and date. Engineering Services completes "Servicing Unit", and the Job Authorization is approved by the DD-ESD.

2.2.2 Job Authorization Supplemental Information

The Job Authorization - Supplemental Information Sheet, shown as PPPM Figure 2.2-2, signed by the budgeting agency indicates the status of Federal and State funding and any special requirements of such funding. This form is not required for projects funded by any PWA managed budget unit when there is no federal, state or long term borrowing funds being used. The completed form is part of the Project Package that the PM supplies to the ESD-CSS.

2.3 WORK ORDER

The PM uses Work Orders to request specific work from a Section or Division for a job already covered by a Project Request. The Work Order form, shown in PPPM Figure 2.3-1, must include a project number.

The Work Order must sufficiently describe the work to enable the receiving group to perform that work. If it is helpful, attach a copy of the Project Request to provide an overall picture. The lower right block (REQUESTED BY) is for the originating department's use; the lower left (APPROVED) is for the use of the department performing the service. Change a Work Order by using the standard Work Order form but marking it REVISED.

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FIGURE 2.2-2 JOB AUTHORIZATION - SUPPLEMENTAL INFORMATION FORM

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COUNTY OF VENTURA - PUBLIC WORKS AGENCY JOB AUTHORIZATION - SUPPLEMENTAL INFORMATION

PROJECT TITLE: <i><Same as on Job Authorization.></i>		PROJECT NO. <i><PWA assigned></i>
JOB NO: <i><Same as on Job Authorization.></i> DATED: <i><From WA.></i>		SPEC NO. <i><PWA assigned></i>
BUDGET UNIT: <i><Same as on Job Authorization.></i>	BUDGET ACCOUNT: <i><Same as on Job Authorization.></i>	
ANSWER THE FOLLOWING QUESTIONS:		
<p>1. Will Federal funds be used on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Source: <i><Be specific></i></p> <p style="margin-left: 40px;">Amount: \$ Board of Supervisors accepted grant on <i><Date></i> Item No.</p>		
<p>2. Will State funds be used on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Source: <i><Be specific></i></p> <p style="margin-left: 40px;">Amount: \$ Board of Supervisors accepted grant on <i><Date></i> Item No.</p>		
<p>3. Will any other funding source be used on this project (including PFC) which have any conditions that must be included in the contract in order to use the funds. <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Source: <i><Be specific></i></p> <p style="margin-left: 40px;">Amount: \$ Board of Supervisors action of funding on <i><Date></i> Item No.</p>		
<p>4. The special grant or other conditional requirements associated with the funding indicated in 1, 2 & 3 above are: <i><Be specific. If lengthy attachment, highlight the pertinent sections.></i></p> <p>Attach copies of any documents that: a) have clauses that must be included in the contract; b) design standards that must be used; c) land use conditions to be complied with; or any other special conditions.</p>		
<p>5. Authorization for Project (Check one and complete the line): <i><This information affects authority for making consultant services contracts.></i></p> <p><input type="checkbox"/> A. Project is identified by name in FY Final Budget on page .</p> <p><input type="checkbox"/> B. Project is identified by name in FY Recommended Budget on page .</p> <p><input type="checkbox"/> C. The Board of Supervisors has authorized the project. A copy of the Board Order is attached.</p> <p><input type="checkbox"/> D. The project is for maintenance or general operations (Not Construction) not requiring specific Board of Supervisors action.</p> <p><input type="checkbox"/> E. The project is for preliminary work (Not Design or Construction) for a project which has not been budgeted and the Board of Supervisors has not acted on the project.</p>		
<p style="text-align: center;">FUNDING DATA VERIFIED</p> <p>BY: _____ DATE: _____</p> <p>PUBLIC WORKS AGENCY CENTRAL SERVICES DEPARTMENT - FISCAL SERVICES</p>	<p>The undersigned will promptly notify, in writing, the Public Works Agency Project Manager of any changes in the above information affecting the project.</p> <p>BUDGETING AGENCY (NAME): _____</p>	
<p>PWA PROJECT MANAGER <i><Assigned by PWA.></i></p>	<p>AGENCY/DEPARTMENT HEAD OR AUTHORIZED REPRESENTATIVE: _____</p>	
<p>APPROVED</p> <p>Director, <i><Dept Name></i> Department _____ DATE _____</p>	<p>DATE _____</p>	

FIGURE 2.3-1 WORK ORDER FORM

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COUNTY OF VENTURA - PUBLIC WORKS AGENCY WORK ORDER

TO: <PWA Dept/Division/Section that is to provide service. Don't use this form for services from other Agencies.>	PROJECT <From NUMBER: PR or WA.>
1.PROJECT NAME:<As shown on Project Request (PR) or Job Authorization (WA).>	
2.REFERENCE, PROJECT REQUEST DATED:<Date on PR or WA.>	
3.SPECIFIC WORK REQUESTED: <Specify the work required in detail, giving any deviations from usual PWA standards. Provide maps, plans or other attachments as necessary for servicing Department to perform the services. See PPPM §2-4 when requesting R/W or utility relocation services. See PPPM §2-5 when requesting surveying or aerial mapping services.>	
4.CRITICAL TIMING: <Give realistic date when requested work needs to be completed. Don't use 'ASAP'. Send request as far in advance as possible to allow receiving organization time to incorporate the work requested into their schedule and to perform the work. Avoid 'RUSH' requests which are usually more costly. Consult with them on timing. Don't expect fast response to make up time caused by requests made late in the project schedule.>	
APPROVED TO PERFORM SERVICE <div style="display: flex; justify-content: space-between;"> <Signature> <Date> SERVICING DIVISION HEAD DATE </div>	REQUESTED BY PROJECT MANAGER: <Name> PM's DEPT/AGENCY: <Dept/Agency Name> <div style="display: flex; justify-content: space-between;"> <Signature> <Date> <PM or PM's DD> DATE </div>

COPY TO CENTRAL SERVICES []

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2.4 RIGHT-OF-WAY ACQUISITION AND UTILITIES RELOCATION

2.4.1 Real Estate Services Division

The Real Estate Services (RES) Division of CSD provides land rights acquisition, relocation assistance services, and utility coordination/clearance services required in connection with projects for which construction is being administered by the Public Works Agency. Land rights acquisition and relocation assistance are related functions and are handled separately from utility coordination/clearance services.

As soon as a Project Request is issued, a copy shall be sent to the Manager of RES. Subsequent activity leading to land rights acquisition, relocation assistance, and utility coordination/ clearance will be generated by the PM, who shall forward Work Orders to RES requesting such work.

2.4.2 Time Schedule

The PM must allow sufficient time in the project schedule for acquisition, relocation assistance activities, and for utility coordination/ clearance. Lead-time requirements for acquisition, relocation assistance, and utility certifications will range from 75 to 300 calendar days. Variations depend upon the project's displacement of residences, businesses or farms, whether the filing of a condemnation action is required, and the extent of utility involvement. Maximum right-of-way (R/W) and Relocation Assistance Process (RAP) lead-time requirements, taking the possible variables into consideration, are illustrated in PPPM Figure 2.4-1.

2.4.3 Acquisition/Relocation Assistance

2.4.3.1 Conditions

The acquisition and relocation assistance lead-time schedule begins when the following conditions have been met fully:

- (1) Three sets of plans showing final geometrics must be completed and signed by the appropriate DD as being approved for acquisition purposes, and delivered to RES. The plans submitted shall include plan, profile and cross-section sheets. Existing property lines of affected properties and new property lines shall be shown.
- (2) The legal descriptions, property maps, areas of land rights sought within individual ownerships, and definition of land rights to be acquired shall also be completed and delivered to RES.
- (3) Environmental Documents are complete and certified.

The lead-time schedule shall be revised accordingly if, during the scheduled lead time for acquisition, a project change occurs that alters the acquisition requirements such that revised legal descriptions, property maps, take areas, and appraisals are needed.

2.4.3.2 Process

The acquisition and relocation assistance process is as follows:

- (1) At some point early in the design of a project requiring the acquisition of land rights, the PM will personally visit the project site with the RES Manager (and/or representative). This visit is a field review as well as for identifying potential problems.
- (2) When design has proceeded to the point where acquisition boundaries can be determined, the PM shall meet with the RES Manager to discuss and establish the acquisition requirements. This is to define the configuration and limits of the property to be acquired, as well as the land rights that will be sought.
- (3) After acquisition requirements are established, final location surveys may be performed if required for writing legal descriptions and drawing property maps. Survey activity is initiated by the PM.
- (4) Upon completion of legal descriptions and property maps, the PM shall issue a Work Order requesting RES services, including appraisal, acquisition, and relocation assistance. The Work order shall be submitted with the supporting data set forth above.
- (5) During preliminary investigations concerning real estate services, all easements (etc.) found to exist in the property shall be itemized by RES. That list shall be forwarded to the PM, who will be asked to certify that the existing easements are acceptable and that they will not interfere with operations or maintenance of the completed project.
- (6) When RES has obtained the executed documents conveying the required land rights, they shall be submitted to the DD-CSD or to the Board of Supervisors for acceptance and execution, as applicable. The memo or letter submitting the documents must contain all relevant information.
- (7) In the event that land rights cannot be obtained entirely via negotiated purchase, RES shall arrange for the filing of a condemnation action, and if deemed appropriate, will request an Order for Possession allowing entry for construction.
- (8) If persons, businesses or farm operations are being displaced by the proposed project, RES will initiate relocation assistance procedures as soon as offers to purchase are made. Generally, County projects do not cause displacements, but the PM has to be aware that any displacement must be considered, as the relocation assistance process is often very time-consuming, and will impact project construction scheduling.
- (9) When possession of the necessary land rights is available, RES shall send a Right-of-Way Certification to the PM. The Right-of-Way Certification will contain all provisions and limitations on the use of the property, describe any differences between requested rights-of-way and acquired rights-of-way, construction contractual provisions, and an exhibit map showing the land rights acquired.

2.4.4 Utility Coordination/Clearance

The utility coordination/clearance process is as follows:

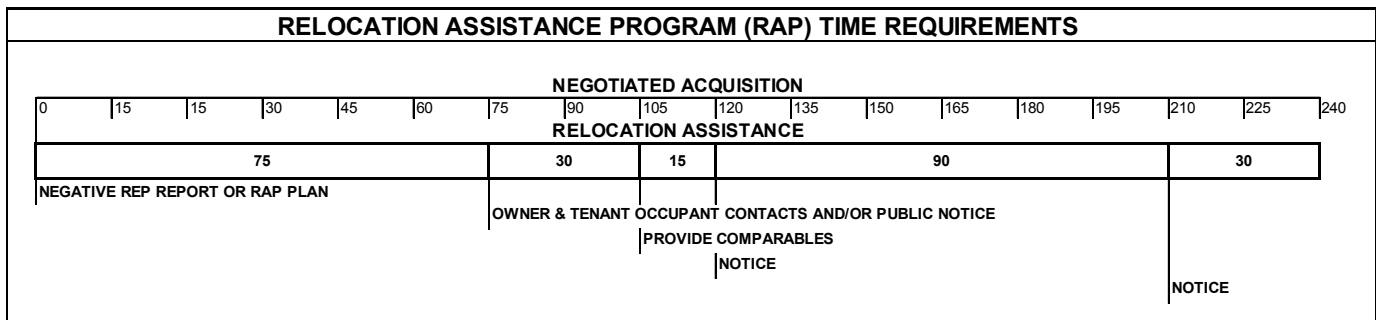
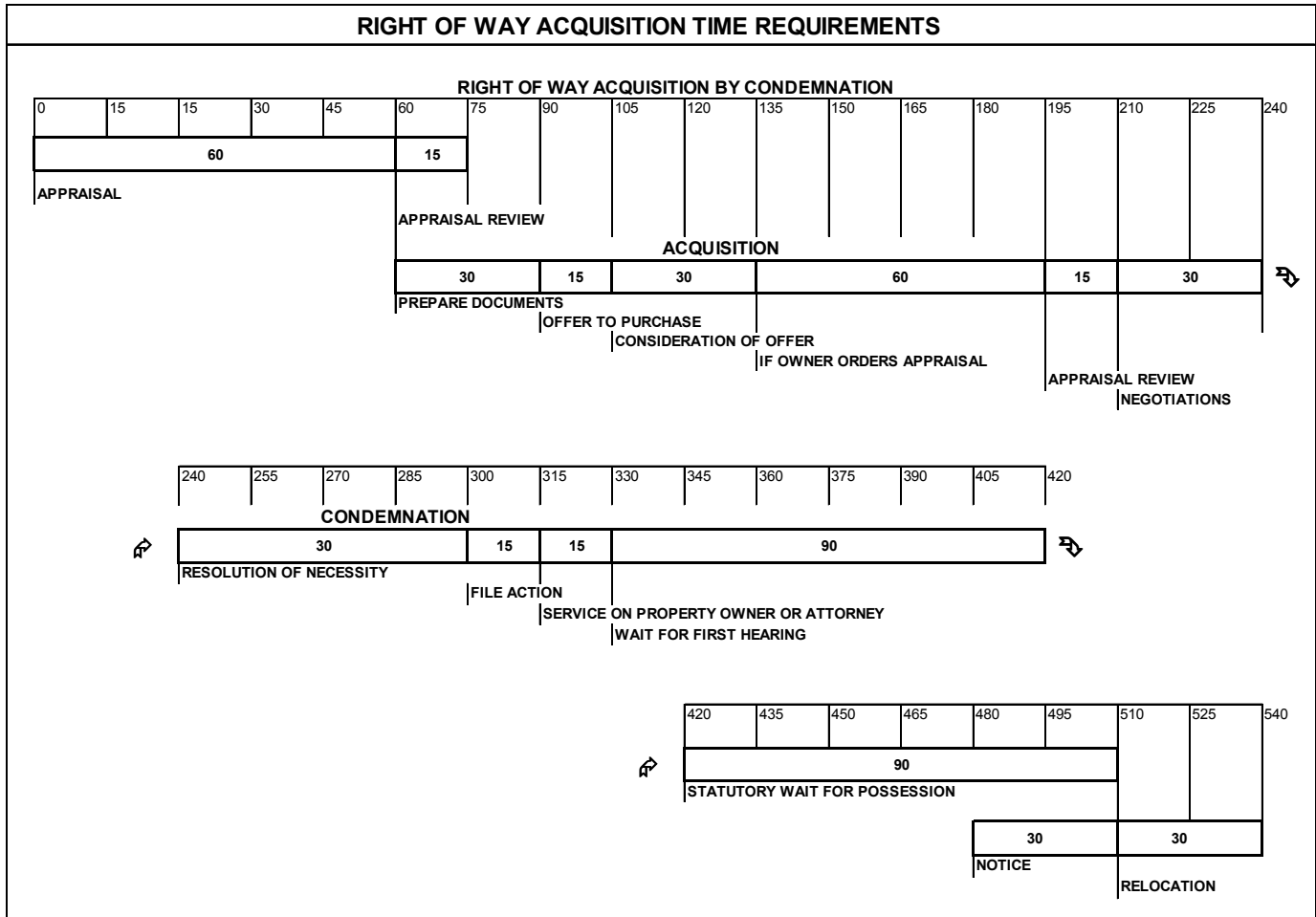
- (1) As soon as the alignment or project limits are selected, the PM will send the RES Manager a Work Order requesting utility coordination services. A set of preliminary plans or a location sketch shall be submitted with the Work Order for transmittal to the utilities with a Notice of Proposed Project.
 - (2) RES will coordinate with the utilities, gather information about existing utility facilities within the limits of the project, and forward the information to the PM so that such information can be considered and/or incorporated into the design.
 - (3) As soon as preliminary plans are sufficiently developed to ascertain effects on utility facilities, the PM will provide RES with plans for transmittal to utility companies with a Utility Notice and a Utility Facility Questionnaire. The PM shall specify the areas where additional information is required and RES will coordinate with the utility companies to obtain the necessary information, including arranging for potholing, if necessary.
 - (4) After all utility information is received and the locations of utility facility conflict identified, RES will obtain a relocation plan from the utility companies, including information concerning the timing required for their relocation work and whether the work is to be performed prior to or during construction. RES shall forward the respective utilities' relocation plans to the PM for review and comment.
 - (5) RES will investigate and determine the "prior rights" status of utility facilities that are in conflict with the proposed construction. If it is determined that an owner of utility facilities has "prior rights", said owner will be requested to provide RES with an estimate of its relocation costs. Upon receipt of the estimate, and approval by the PM, RES will prepare, and process for execution, a Utility Relocation Agreement.
 - (6) After approval of relocation plans by the PM, and execution of Utility Relocation Agreements(s) if necessary, the RES Manager will issue a Notice to Relocate Utility Facility. The notice will include the date by which the relocations should be completed and the tentative beginning construction date. The PM will provide plans marked "Approved for the Relocation of Utilities" to be sent with the notice.
- If, because of special circumstances, the PM requests that a Notice to Relocate Utility Facility be given prior to the "prior rights" status being determined, or a Utility Relocation Agreement executed, if applicable, the matter will be submitted in writing to the DPWA for consideration. Only with prior DPWA approval will any deviation from RES's normal procedures as described above be implemented.
- (7) RES will issue a Utility Clearance upon request after all affected utilities have been noticed to relocate, and acknowledgments are received confirming that the relocations will proceed as scheduled.

2.4.5 Certifications and Clearances

A RES clearance shall be obtained from the RES Manager shortly before sending the Project Package to ESD-CSS. This ensures that Right-of-Way Certification and Utility Clearances have been obtained, and that no late changes in conditions have occurred. The provisions and special conditions of the Right of Way Certification and Utility Clearance shall be made part of the construction contract of the project, if applicable.

If the project includes construction by County forces, in whole or in part, the provisions of the Right-of-Way Certification and Utility Clearance will be transmitted by the PM to the Department or Division which will perform the construction.

FIGURE 2.4-1 R/W ACQUISITION LEAD TIME CHART



2.5 SURVEYING SERVICES

2.5.1 General

The Survey Engineering Division, ESD, provides surveying related services to all Public Works Agency departments. Such services include:

- (1) Field surveys of control lines, boundary lines, topography and existing facilities.
- (2) Preparation of property descriptions and rights-of-way maps.
- (3) Planning and contracting for photogrammetric surveys and aerial photography. Also checking files to see if existing mapping or photography is available that may serve current needs.
- (4) Contracting for surveying services not available from Survey Engineering or not available when needed.
- (5) Advice on scope of services to be furnished as part of an architectural or engineering services contract for planning or designing of a project. Also assistance on estimating and negotiating the fees for such services.
- (6) Relocation of existing survey monuments that are in danger of being lost during project construction.
- (7) Review of project plans prior to their approval to insure that sufficient survey information is provided and that project boundaries are correct.
- (8) Checking of contractor's survey stakes or constructed facilities for accuracy.
- (9) Quantity surveys for payments to the construction contractor.

2.5.2 Work Orders

The PM shall initiate requests for surveying services via one or more work orders as early as possible to allow economical scheduling of staff and consultants. Weather may affect performance of field surveys and aerial photography so this should be considered in the project schedule.

In preparing a work order for surveying services, it is prudent to discuss the services needed with the Manager, Survey Engineering. Many work orders and scopes of work for surveying in architectural and engineering services contracts are so vague or poorly worded that the surveyor may not know what is needed. This can result in two type of costly problems. First, the survey may not provide enough information, resulting in costly resurveys or if they are not requested, costly problems or claims during construction. Second, the survey is much more detailed and costly than is needed for the project.

2.5.3 Construction Plans

VCSS provides for construction staking to be performed by a licensed surveyor hired by the construction contractor. They also provide that control points for such surveys will be shown on the plans. For vertical control, at least two bench marks shall be shown that are on or near the project site. Two are needed so that the surveyor can start from one and close on the other to determine if either have been disturbed. For horizontal control, at least three points shall be provided. Again, the extra point is for redundancy to insure that none of the points have been disturbed. See **PPPM §3.1.6** concerning Datum.

The plans must clearly indicate the points that have been set in the field for surveying control. Elevations and datum shall be given for bench marks. Coordinates shall be given for horizontal control points on the same datum as the facilities to be constructed are shown. Standard vertical and horizontal datum should be used whenever practicable but a local datum may be used in isolated locations.

2.5.4 Construction Surveys

The VCSS requires that the construction contractor's surveyor furnish the Engineer with field notes on the construction staking. Such notes will usually provide the Inspector and PM with the necessary information to check the validity of the stakes set. When there is doubt on their part of such validity, County Surveyor should be requested to perform checking. Furnish a copy of the plans and surveyor's field notes when requesting checking.

When the specifications specify payment on actual volumetric quantities, PM must arrange for "before and after" surveys.

2.5.5 Existing Monuments, Protection Required by Law

The loss or disturbance of existing survey monuments may result in very expensive resurveying costs for the County or for property owners. The existence of survey monuments in a project's work area that could be disturbed, damaged, covered, obliterated or destroyed must be determined in advance and arrangements made to tie them out for resetting after construction or maintenance is completed as required by state law. An appropriate record (Corner Record or Record of Survey) must be filed with the County Surveyor prior to the recording of the Notice of Completion. This is more economical and reliable than any later resurvey.

See **PPPM §3.3.25** for B&P code §8771.

2.5.6 Photogrammetric Mapping

Agency policy is to utilize digitized topography for inclusion on the plans from ground based or photogrammetric surveys.

3.0 POLICIES, STANDARDS AND LAWS AFFECTING PROJECTS

The sections that follow are provided as a convenience, a quick reference for the user of this Manual. The information contained therein is not all inclusive, nor is it intended to replace any referenced sources.

Policies, standards and laws affecting projects are organized into several sections, as follows:

- 3.1 Engineering Standards (which follows just below)
- 3.2 Federal Regulations
- 3.3 California Statutes
- 3.4 Ventura County Ordinances
- 3.5 State, County and Public Works Agency Policies

3.1 ENGINEERING STANDARDS AFFECTING PROJECTS

3.1.1 Ventura County Standards

The County of Ventura has the following standards, which should be used in the design of County projects. Plates in (2) & (12) below may be used by reference by land developers, permittees and others constructing work in the public Rights-of-Way.

See VCSS 3.1.4 on limitation inclusion by reference.

- (1) Ventura County Standard Specifications (VCSS)
Adopts and modifies Parts 2 to 5 of SSPWC (Standard Specifications for Public Works Construction).
- (2) Standard Plans for Public Works Construction (SPPWC) and CALTRANS Standard Plans. These have replaced Ventura County Standard Designs. SPPWC should be used in preference to CALTRANS Standard Plans whenever SPPWC provide an adequate design and where specifically prescribed in Board adopted standards,
- (3) Road Standards
- (4) Sewerage Manual
- (5) Waterworks Manual
- (6) Watershed Protection District Hydrology Manual
- (7) Watershed Protection District Design Manual
- (8) Watershed Protection District Design Standards
- (9) Standard Land Development Specifications (SLDS) (includes SSPWC by ref, excluding Part 1). Used for work performed by private parties on public rights of way and by land developers on work to be dedicated to a public agency.
- (10) Land Development Manual - include information concerning the Grading Ordinance.
- (11) Bond Book
- (12) Ventura County Waterworks Districts – Standard Plates

3.1.2 Ventura County Standard Specifications

3.1.2.1 General Use

The VCSS should be read, understood and remembered by both designers preparing special provisions and by PMs enforcing contract provisions. The VCSS must be included in every County managed project. Special provisions should not repeat material contained in the VCSS. A direct copy adds nothing and a paraphrased statement may negate both the special provisions and the VCSS.

3.1.2.2 Deviations

If a change in material contained in the VCSS is desired, a special provision should be written. Such special provisions should not merely contradict the VCSS, but should contain a reference to that portion of them which is to be deleted or changed. While VCSS should not be followed when they are not applicable, deviations from them should be made only when a good purpose is served. (See also Section 3.5.5.)

Most of the requirements contained in Part 1 of the VCSS must not be altered because they are required by law or are necessary for uniform contract administration. The provisions that can be modified under certain justifiable circumstances are the following:

Section 2-1	on award of contract
Section 2-9	on surveying
Section 2-12	on fire insurance
Section 4-1.3	on inspection and testing of materials
Section 6-1.2	on time to start work
Section 6-7.4	on starting of contract time
Section 6-14	on contractor's working hours
Section 7-3	on liability insurance (selection of class)
Section 7-8.5	on temporary lighting, power and water
Section 7-8.8	on final cleaning
Section 7-10	on public convenience
Section 7-10.4.2	on use of explosives
Section 8	on facilities for Agency personnel
Section 9-3.3	on payment for delivered materials
Section 10	on diversion and control of water

Deviations from Section 1 through 9 should be discussed with the cognizant DD before being undertaken.

See **PPPM §6.2.4** for Negotiated contract specifications.

3.1.2.3 Measurement & Payment Clauses

A measurement and payment clause shall be prepared for each bid item unless the one in the standard specifications covers the bid item exactly.

In providing information on payment clauses, be sure that the methods of measurement and payment are compatible with the surveyor's and construction inspector's capabilities to administer. On small jobs be particularly careful that measurement does not require more survey and engineering time to administer than it is worth. On small jobs -- and many items on large jobs -- consider using lump sum payments unless changes in quantity are very likely. Caution should be exercised in using unit price bid items where the extension of quantity times unit price results in a total that is very small in comparison with the total bid or other bid items. This caution is necessary because a bidder may be able to anticipate that a substantial change in quantity will be necessary and adjust the unit prices to his advantage with little or no effect on the total price bid for the project.

"Add & Deduct" unit prices should not be solicited in a bid as they are not included in the evaluation of the low bid and fall into the same problem area as that of the unit price with a small extended total. Also, they are not provided for in the standard specifications.

For small items of work where changes are likely, stipulated unit prices may be included to facilitate change order pricing. Stipulated unit prices are unit prices established in the contract documents by the Agency and agreed to by the Contractor by the act of submitting a bid on the project. Stipulated unit prices must be reasonable, and in their establishment, consideration should be given to the costs which will be incurred by the Contractor at the time a change order is issued. They can be included in the documents in one of three ways:

- (1) As a list of stipulated unit prices on a separate page in the proposal form, or
- (2) An estimating manual such as one of the ones published by Means may be referred to but if this is done, the mark-ups and multipliers must be determined and included on the specifications.
- (3) As part of measurement and payment clauses in the specifications which are referred to on the proposal form.

Stipulated unit prices may provide for payment for small amounts of extra work of a type not included in the project work or may provide for changes in quantity of work included with other types of work in a lump sum bid item.

While architectural projects are usually bid on a lump sum basis, it may be prudent to include some unit prices for site work where large parking lots are included. In such cases, the rest of the project contained in a lump sum bid item should specify that all work not included in the other bid items is included.

Descriptions of pay items on Proposal form must be limited to 40 characters (including space) to allow them to fit on several computer generated forms. This should be no problem, as the measurement & payment clause in the specification should provide all the detail necessary. The item description need only be unique.

When the specifications specify payment on actual volumetric quantities, determined by before and after surveys, the arrangements must be made in advance to have surveys performed documenting the surfaces before and after the Work is performed. In some cases, surveys may be required several times during project construction.

3.1.2.4 Splitting Project into Parts

It is sometimes necessary or desirable to split projects into separate parts for bidding purposes, either to allow award of only part of the work to fit funds available, or to provide separate pricing when parts of the work are to be paid for by different agencies or adjacent property owners. This is accomplished by dividing the work into Schedules numbered with Roman numerals. When doing this, the schedules must be clearly identified in the specifications and delineated on the plans, being certain that there are no overlapping responsibilities and no gaps. It is necessary to tell bidders whether they must bid on all schedules, how the schedules to be awarded will be selected, and whether the schedules selected will all be awarded to one bidder or to the low bidder on each schedule selected. The method of selection of schedules to be awarded must be specified and must comply with PCC §20103.8 County Counsel should be consulted.

3.1.2.5 Alternative Materials or Methods

Alternative materials or methods are usually specified with selection being left to the contractor. In cases where the alternatives might result in different life cycle costs to the Agency, the selection from the alternatives should be made by the Agency.

Each item of work where bids are to be taken on alternate materials or methods must be identified as a separate bid item (or may require several bid items if the selection of an alternate material or method will impact other items).

Each bid item for which alternative bids are to be taken must be shown as two bid items with the same number, with "A" and "B" appended for the alternatives.

If three alternatives are included, there would be three items with the same number, the third having a "C" appended.

The total bid for each group of alternative and regular bid items, to be considered together for award, shall be shown as individual alternative totals, each identified by the upper case letter corresponding to the alternative bid items to be included. Award can only be made on the basis of an identified group total, not by selecting separate bid items that have not been included in such total.

The basis for selection must be stated and must comply with PCC §20103.8. Either the lowest first cost or the lowest life cycle cost can be the basis. In the case of life cycle cost, either a lump sum difference or a formula must be provided for evaluation of the bids.

The following used in the past will not meet the requirements of PCC §20103.8:

- a. Selection by a third party, such as an adjacent property owner, with no basis for the selection being given.
- b. Unspecified intuitive selection by staff, considering first cost and other factors.

The work included in each alternate must be clearly defined, and consideration must be given to make sure that the alternates do not require changes in portions of the work not included therein.

3.1.2.6 Use of SSPWC with Architectural Specifications.

In architectural specifications, divisions 2, 3, and 4, consideration should be given to using the SSPWC by reference for some or all of the specifications. This will help avoid the specification of aggregate materials that are not available locally and other problems. A typical reference would be:

"Pave all areas indicated on the drawings in accordance with the requirements of VCSS, Section 301 and Subsection 302-5. Base material shall be Processed Miscellaneous Base, Subbase Material shall be Select Natural Base, Asphaltic Concrete shall be Type III-C-2 with AR-4000 Paving Asphalt, and Fog Seal shall be Maltene Emulsion".

Note that the language contained in VCSS Parts 2 to 5 contains some local modifications to similar numbered SSPWC sections.

3.1.2.7 Proposal Form

See §6.3.1.2 for obtaining Proposal Forms.

a Cover Page. The following items are to be shown on the cover page of the proposal form:

- 1) Agency's name.
- 2) Project name. Specification Number issued by ESD-CSS.
- 3) Total number of plan sheets.
- 4) Time, Date & Location of Pre-Bid Conference, Site Visit or Meeting. Include reference to Special Provision where complete details are provided. In scheduling conferences, consider that bidders may not pick up bidding documents until late in the bidding period. Mandatory conferences, site visits or meetings should generally be avoided. (See PPPM §3.3-24 & PCC §6610).
- 5) Date & Time bids will be received.
- 6) Length of time bids can be considered. Sixty days minimum; longer if other agencies have to approve award or more time is needed for decision to be made. Shortening this time does not speed up award. Lengthening it beyond 90 days may affect the bid price.
- 7) Starting date for contract performance time. Normally 28 days after award. Discuss shorter times with DD-ESD. (See PPPM §6.3)
- 8) Time allowed for Completion.
- 9) Amount of Liquidated Damages. Include section numbers if there are special LDs for failure to perform part of the work on schedule. (County Counsel must approve of the wording in these sections)
- 10) Contractor's license required. A, B or a C#. Never B in combination with A or a C#. See Table 3.3-1. May include Special Provision to require that Contractor also have a certain C license or subcontract specific portions of the work to contractor that has such a license.
- 11) Liability Insurance Class. See PPPM §3.5.19.
- 12) Statement as to whether Federal-Aid contract provisions apply.
- 13) The number of pages in the proposal form.

b. Schedule of Work & Prices.

- 1) Bid items shall be numbered consecutively throughout. Numbers shall not be restarted in schedules.
- 2) Quantities are approximate for bidding purposes, unless otherwise provided for in the specifications, so should generally be rounded.
See VCSS9-3.1 if quantities are final and include "[F]" following the Item number.
- 3) Item descriptions must not be longer than 40 characters to allow use of computerized forms. The description must not be used as a substitute for a proper measurement & payment clause in the specifications referred to in the Payment Reference column.
Payment reference to any part of VCSS §9 can only be used for:
Mobilization VCSS §7-9.3.4.2
Water Pollution Control VCSS §7-8.6.4
Release on Contract VCSS §9.4
Single Lump Sum bid item, described as "Construct Project",
that covers the entire project VCSS §9-2.
- 4) For lump sum items, shade or 'X' out Unit Price column.
- 5) See PPPM §3.1.2.4 & PCC §20103 on the use of Schedules in the proposal form and PPPM §3.1.2.5 & PCC §20103.8 on the use of Alternates.
- 6) To assure that bidders see the signature page, at least one bid item, in addition to the Release on Contract item, should appear on the signature page.

3.1.2.8 Special Qualifications to Perform Project Work

Qualifications of a Contractor can only be as to license class, but a Contractor can be required to employ a specialty licensed subcontractor for certain portions of the work for which the Contractor does not have the specialty license. The Contractor may also be required to employ persons with special qualifications or experience to do certain specified work.

Where the PM or designer finds that the nature of an identifiable portion of the work requires special qualifications for the person in continuous immediate charge of such portion of the work, the special provisions shall provide for:

- a. The work requiring special qualifications must be identified in detail and should not include any work that can be performed by any normally qualified journey person.
- b. The required qualifications must be listed and state what must be furnished to comply with VCSS section 7-2.1.1. Such qualifications and the certification required must be of such a nature that determination of compliance is not dependent on the Engineer's judgement. Membership in a trade or other organization can not be a requirement.

3.1.2.9 Extended Maintenance in Contract Provisions

When an extended maintenance period (typically Landscaping) is included in a construction contract, the Contractor's retention and bonds have to be held till the end of the maintenance period. To avoid this, the following special provision can be used. The language shown may need considerable modification to fit an unusual project.

The dollar amount specified in #-___.2 below should be sufficient to allow the Agency to contract for the maintenance work. This provision is necessary in case the Contractor has included most of the cost of Schedule II in his bid for Schedule I in order to get earlier payment., Such a bid could leave the Agency with a very small bond to insure performance and payment on Schedule II. The section number (#) will usually be in 1000 for Road, Watershed Protection District & Waterworks projects and in Division 1, Section 11 for building projects using the 16 Division format.

#-_____ TWO CONTRACTS REQUIRED

The successful bidder will be required to enter into two separate contracts with the Agency, one for Schedule I and one for Schedule II. All requirements of the Contract Documents shall apply to both contracts individually except as specified below.

#-___.1 Schedule I includes all work specified in the Contract Documents except for the work specified as Schedule II.

The time for completion, specified on page 1 of the proposal form, of working days applies to Schedule I only.

Performance, labor, and material bonds shall be furnished for Schedule I and shall comply with Subsection 2-4.

#-___.2 Schedule II includes all work required by Section _____ which generally includes the maintenance of (describe, typically: landscape planting and irrigation work) installed as part of Schedule I for a ____ calendar day period commencing on the date the Engineer determines field completion of Schedule I.

Performance, labor, and material bonds shall be furnished for Schedule II and shall comply with Subsection 2-4, except that the amounts shall be 100% of the contract price of Schedule II or \$_____, whichever is greater.

3.1.3 Standard Plans for Public Works Construction & CALTRANS Standard Plans

These can be downloaded from the internet. There are links to both documents on the Engineering Services' web site. See PPPM **Figure INT-1**. Other state specifications information is also available from the links.

3.1.3.1 Purpose

Standard plans are intended to serve two principal purposes:

- (1) In land development projects, they may be incorporated by reference on plans prepared for subdivision and conditional use permit construction without the need for the private engineer to make detailed calculations and detailed drawings.
- (2) On County projects, standard plans will be incorporated into County project plans whenever possible to save design, drafting, checking, and review time. They also reduce the probability of error and lower the construction costs.

3.1.3.2 Use

- (1) In land development projects, the use of standard plans is strongly encouraged in every applicable situation. In a few cases, County policies, codes or specifications make the use of standard plans mandatory. Calculations supporting the standard designs will not be required; however, auxiliary computations showing compliance with standard conditions may be required. When standard plans are not used, full computations supporting the design being used shall be submitted for approval. The standard plan numbers and source reference, including the revision number, used with the plans shall be listed in a table on the plans.
- (2) On County projects, standard plans will be used whenever possible. They may be included by reference or included with the plans. A table will be placed on the cover sheet showing the numbers and source reference of the standard plans, including the revision number and its date. Standard plans will be assigned sheet numbers in sequence with the other drawings, if included, but will not be assigned Ventura County drawing numbers.
- (3) Standard plans should not be retraced onto other plan sheets. Standard plan sheets altered in any manner, except title block information and signatures, will have the approvals and standard designations removed and will be treated as regular drawings.

3.1.3.3 Modifications

Modifications may also be made by special condition clauses, by supplementary drawings, or by making a special design. There must be a good reason for making modifications to standard plans.

3.1.3.4 Precautions

Standard plans should not be used if they do not provide a proper design. Note that minor deviations in design that may appear slightly cheaper than the standard plan may not actually be so, after design costs and contract uncertainties are included. Do not be a slave to standards -- but make changes only for good reasons!

3.1.4 Design Methods

These pertain to the Sewerage, Hydrology, and Waterworks Manuals, as well as to Road Standards and Ordinances. These should not be included by reference in Specifications or on drawings. The plates included with these standards are not suitable as contract drawings.

Some of these standards are guides to design, others are ordinances or formally adopted Board policies. These latter types must be followed unless the Board authorizes changes in policies, or in the case of an ordinance, unless the ordinance specifically provides for the DPWA to modify the requirements of the ordinance. If such a statement is not contained in the ordinance, even the Board cannot waive the requirements.

3.1.5 Changes and New Standards

Each of the manuals published in loose-leaf form has a system for making changes. In most cases this is a sheet listing the latest revisions to each page and is issued whenever a new change is made. The need for changes in existing standards can be communicated in the following ways: (1) through the organization to the DPWA, who will make arrangement for review and adoption if the proposed change is deemed desirable; (2) informal discussion with the DD-ESD; or (3) discussion directly with the person responsible for the particular standard. The reader is encouraged to recommend changes that result in better standards and that eliminate ambiguities.

The time of adoption of standards is as follows:

- (1) On County jobs, standards in effect when the job is bid remain in force throughout the contract unless both the County and the contractor agree to a change.
- (2) On subdivision and permit jobs, less stringent standards will go into effect immediately upon adoption. More stringent standards will go into effect only when a new job is approved.

The SSPWC are used by reference on County and subdivision jobs. VCSS Part 1, Section 0 and the Standard Land Development Specifications adopt the SSPWC by reference with some modifications.

3.1.6 Survey Datum

The PM must be aware of the datum that was used on existing plans where a current project will be affected. In addition to the standard datums shown below, some cities used their own datum, and many projects used an arbitrary local datum. Datum errors can be costly.

The following datums are used in Ventura County:

Horizontal Datum - National:

1. North American Datum of 1927 (NAD 27).
2. North American Datum of 1983 (NAD 83).

Horizontal Datum - State (Plane Coordinate System):

1. California Coordinate System 1927 (CCS27) Zone 5.
2. California Coordinate System 1983 (CCS 83) Zone 5.

Vertical Datum - National:

1. National Geodetic Vertical Datum of 1929 (NGVD 29).
2. North American Vertical Datum of 1988 (NAVD 88).

While the difference between these datums varies with location, the horizontal difference between NAD 27 and NAD 83 is significant and the vertical difference between NGVD 29 and NAVD 88 can be in the order of 2.5 feet±. New projects should be on CCS83 and NAVD88.

At least three horizontal control points and two vertical control points, and their datum, must be identified on the plans on or near the project site if the Contractor is required to perform surveying. When CCS83 coordinates are used, the epoch (date) must also be indicated in a decimal year format to two decimal places, for example: CCS83 (2000.35) Zone 5.

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3.0 POLICIES, STANDARDS AND LAWS AFFECTING PROJECTS

3.2 FEDERAL REGULATIONS AFFECTING PROJECTS

There are Federal laws and regulations that govern the financing, design, construction, operation, and administration of public works. These laws and regulations are implemented by and/or administered under such Federal agencies as the Federal Aviation Administration (FAA), the Department of Housing and Urban Development (HUD), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA), as well as other Federal Agencies and programs.

All work performed by or under the auspices of the Ventura County Public Works Agency shall be in accordance with the law. When any of these Federal laws and regulations is listed in this section, they are not to be considered all-inclusive. Laws and regulations are being changed periodically and the user is advised to monitor them and their amendments closely.

3.2.1 Stormwater Pollution Control

The U.S EPA promulgates federal regulations to implement the Clean Water Act (CWA) mandate to control pollutants in stormwater runoff discharges. Regulations for controlling pollutants in stormwater runoff discharges are contained in 40 Code of Federal Regulations (CFR) Parts 122, 123 and 124

The federal statutes and regulations require discharges to surface waters comprised of stormwater associated with construction activity, including demolition, clearing, grading, and excavation, and other land disturbance activities to (except operations that result in disturbance of less than one acre of total land area and which are not a part of a larger common plan of development or sale), to obtain coverage under National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000002. The NPDES Permit must require implementation of Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT) to reduce or eliminate pollutants in stormwater runoff. The NPDES permit must also include additional requirements necessary to implement applicable water quality standards. This General Permit authorizes discharges of stormwater associated with construction activity so long as the dischargers comply with all requirements, provisions, limitations and prohibitions in the permit.

This General Permit requires all dischargers to electronically file all Permit Registration Documents (PRDs), Notices of Termination (NOT) changes of information, annual reporting, and other compliance documents required by this General Permit through the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website. The PRD can be found at www.waterboards.ca.gov/water_issues/programs/stormwater/.

The County of Ventura, Municipal Separate Storm Sewer Systems (MS4) Permit No. CAS004002 further prohibit, restrict, or control stormwater discharges to the County's and Ventura County Watershed Protection District's (VCWPD) separate storm drain systems or receiving waters. Each Permittee shall implement a construction program that prevents illicit construction-related discharges of pollutants into the MS4, implements and maintains structural and non-structural BMP's to reduce pollutants in stormwater runoff from construction sites, reduces construction site discharges of pollutants from the MS4 to the maximum extent possible (MEP), and prevents construction site discharges from the MS4 from causing or contributing to a violation of water quality standards. The BMP's Implementation is as follows:

- a) SW-1, for Construction sites less than one acre, or
- b) SW-2, for Construction sites 1 acre or greater, or
- c) SW-HR, for Construction sites in high risk areas.

See http://portal.countyofventura.org/portal/page/portal/PUBLIC_WORKS/engineeringservices/pwa_construction_projects/Stormwater for more information and full language of permits.

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3.0 POLICIES, STANDARDS AND LAWS AFFECTING PROJECTS

3.3 CALIFORNIA STATUTES AFFECTING PROJECTS

There are California State Statutes that govern the financing, design, construction, operation, and administration of public works. All work performed by or under the auspices of the Ventura County Public Works Agency must be in accordance with the law. The Statutes listed in this section are not to be considered all-inclusive. Because State Statutes are being changed continuously, the user should closely monitor them and their amendments.

The following California Codes (some of which are specifically referenced in this section) contain provisions applicable to operations of the Ventura County Public Works Agency. Common Code abbreviations also are noted.

Business & Professions (B&PC)	Civil (CC)	Code of Civil Procedures (CCP)
Fish and Game (F&GC)	Government (GC)	Harbor and Navigation (H&NC)
Health and Safety (H&SC)	Insurance (IC)	Labor (LC)
Penal (PC)	Public Contract (PCC)	Public Resources (PRC)
Public Utilities (PUC)	Streets and Highways (S&HC)	Vehicle (VC)
Water (WC)	California Code of Regulations (CCR) [Titles 8, 14, and 21-24]	

3.3.1 California Environmental Quality Act (CEQA)

CEQA is found in the Public Resources Code, §21000 et seq. Refer also to: State CEQA Guidelines, California Code of Regulations, Chapter 3, Title 14; F&GC §711.4.(See PPPM §1.1.3.3.)

3.3.2 Public Bidding Statutes

For all projects - PCC §22000 through §22045, the UPCCAA (Uniform Public Construction Cost Accounting Act), and Civil Code §3247 (Payment Bonds) apply. For requirements not covered by the foregoing, the code sections described below apply. Where requirements are covered by both the foregoing and those below, the UPCCAA requirements apply. The UPCCAA is supplemented by a Ventura County Ordinance on Informal Bidding Procedures (REF②Glossary), as required by the UPCCAA.

County Projects (including County buildings, airports, harbors, parks, and works constructed for County Service Areas) - PCC §20120 - §20143 (Counties).

Roads, highways and bridges - PCC §20390 - §20398, §20400, §20402-§20407, §20409, and §21900-§21915, and Streets and Highway Code §1320 and §1331.

Work by the Watershed Protection District - PCC §21070.

Water supply facilities by the Ventura County Waterworks Districts - PCC §20600-§20613, and Board of Supervisors order (February 13, 1973, Item 12).

Fire Protection District projects - H&SC §13885.

3.3.2.1 Alternative Bids

PCC §20103.8 provides four acceptable methods for determining the low bid when "alternative bids" (or "schedules" as Ventura County calls separate items for parts of the work to be awarded separately) are included. Basically, each of the methods insure that there will be no possibility of choosing the combination of alternates (schedules) to favor a particular bidder. See PPPM§3.1.2.4, §3.1.2.5 & §3.5.3.4.

3.3.3 Water System Design

H&SC §4010 et seq with referenced Minimum Standards in CCR Title 22; Public Utilities Commission General Order No. 103 (good guide but not mandatory on public works); and CCR Title 17 (Cross-Connection Regulations).

3.3.4 Work in Streams

The following are governing statutes:

- (1) F&GC §1601 and §1603
- (2) GC §20126
- (3) CCR Title 23 (includes Dam Safety, Appropriation of Water, Water Pollution Control)
- (4) CCR Title 14, Division 1, Part 3, Chapter 3 (Work in Streams)

Work on the four major rivers and their principal tributaries requires permits from the U.S. Army Corps of Engineers under the Federal Water Pollution Control Act as amended in 1972 (PL 92-500 USC 1251 et seq - Sec. 404). The Ventura County Watershed Protection District Design Division has a copy of that law and a list of the streams affected.

3.3.5 Work Near the Pacific Ocean

A permit is required from the South Central Coast Regional Commission per authority of the Coastal Act (Proposition 20, 1976) for work below the high tide line and in Public Trust Lands. (Consult the Ventura County Planning Department for maps of these areas.) Other areas require a permit from the County or applicable city.

Public works facilities in the unincorporated Coastal Zone require a Public Works Permit processed by the Public Works Agency and approved by the Board of Supervisors (Ordinance Code §8174 and §8181-3.4).

3.3.6 Building Projects Within Incorporated Cities

GC §25351 requires that when the County is going to build, expand or lease a building within an incorporated city, the Board of Supervisors must notify the city in writing at least 60 days prior to going to bid, starting construction work without bidding, or entering into the lease. Building permits are issued by County Building & Safety. City may require permits with fees, payment of capital improvement charges, and use of City standards for water and sewer connections. City may require permits with fees and use of City's standards for driveway aprons and other work in City's rights of way.

3.3.7 General Design, Construction & Trench Excavation

3.3.7.1 Safety Orders CCR Title 8 (Safety Order, Pressure Vessels, Construction, Electrical, Elevators, Window Cleaning); GC §4380 (on Specifying Proprietary Names); and California Occupational Safety and Health Administration (CAL-OSHA), labor code on trench safety bid items.

3.3.7.2 Trench Safety LC §6705-6707, of trench excavations, a separate bid item for 'Excavation Safety' must be included on the proposal form, for projects over \$25,000 in total cost, whenever the work may include a trench deeper than five feet, or a cut slope steeper than $\frac{3}{4}$ to 1 and over five feet in height, or in lesser cases if unstable soil conditions could be dangerous. Such a bid item must be included even where all the rest of the project is included as a single lump sum item. In that case, the lump sum item for the rest of the project must indicate that it excludes 'Excavation Safety'.

3.3.7.3 Storm Water Discharge See PPPM §3.2.1 concerning permit requirements for storm water discharge during and after construction.

3.3.8 Notice of Excavation, Paving and Resurfacing(Underground Service Alert)

GC §4215 and §4211. All plans involving excavation or paving (including resurfacing) in a public right-of-way shall indicate on the cover sheet that the contractor must notify Underground Service Alert of Southern California at 1-800-227-2600 at least two working days before starting work. A DigAlert number will be issued to validate the excavation permit.

3.3.9 Building Construction

CCR Title 19 (Fire Standards) and Title 24 (Building Standards); and GC §4450 et seq (Building Access). See also Ventura County Building Code for local modifications of Building Standards.

3.3.10 Airports

CCR Title 4 (Airports)

3.3.11 Clearance from Overhead Wires

Public Utility Commission General Order No. 95

3.3.12 Water-Sewer Separation

CCR Title 22, §64630, and California State Department of Health Services current criteria. (See Ventura County Waterworks Manual or Sewerage Manual appendices.)

3.3.13 Handicapped Access

Applicable to buildings and sidewalks, governed by: CCR Title 22, Part 2 (State Building Code), Chapters 2-17 and 2-71. Federal law, Americans with Disabilities Act (ADA) also applies.

3.3.14 Preference for Materials

PCC §3400 requires that specifications be drafted in such a manner as not to limit bidding to any one specific concern. There are certain exceptions in the code. Also see PPPM Table 3.5-4, Item 3.

3.3.15 Hazardous Waste Control Reporting Requirements

H&SC §25180.7 places a significant legal burden on any person who is a designated Government employee, (DGE), as defined in GC §82019, which includes anyone who must make a Conflict of Interest Statement. Such persons are required to disclose to the Board of Supervisors and to the local health officer information regarding the illegal discharge of hazardous waste discovered during the course of their employment. There is a substantial penalty for failure to comply with this law.

3.3.15.1 Definitions

H&SC §25117, defines hazardous waste as material, which because of quantity, concentration, or physical, chemical or infectious characteristics, may cause death or serious injury/illness, and/or may pose a substantial threat to the environment. (Public Works Agency policy is that when there is any reasonable doubt about whether a given material discharge is illegal, or includes "hazardous waste," or is a threat to human health or the environment, a disclosure is to be made.)

3.3.15.2 Disclosure Responsibility

A DGE who obtains information about the release or threatened release of hazardous waste, when there is a threat to public health and/or safety, and obtains such information during the course of his or her official duties, within his or her jurisdiction, is required to report that information within 72 hours.

In Ventura County the local health officer for reporting under this law is the Director of Environmental Health Division (or designated agent thereof). The Environmental Health Division has set up two telephone lines to facilitate reporting under this law. These are:

(805) 654-2813 During Business Hours, (805) 654-2128 at other times.

The required disclosure to the Board of Supervisors can be made to the Clerk of the Board or the Clerk's designated agent.

3.3.15.3 Penalty for Failure to Comply

A DGE who knowingly and intentionally fails to disclose the required information may incur severe legal and criminal penalties, including imprisonment and a fine, and forfeiture of government employment.

3.3.16 Laws Affecting Contractors

The laws mentioned in this section are principal ones affecting the business practices of contractors on public agency work. Public agencies awarding contracts are required to be involved in their enforcement.

3.3.16.1 Specifying License Class for Bidding

PCC §3300 and B&PC §7059 provide that the Agency shall specify in the Notice Inviting Bids and in the bidding documents the classification of contractor's license which a contractor must possess before award of contract.

To make this determination, see PPPM Table 3.3-1 which is based on B&PC §7055-§7059 and CCR Title 16, Chapter 8, §831-§834. Note that in some cases more than one class of license may be applicable. For more information, see the codes.

When determining the license class to specify, consider the following:

- (1) More than one class may be specified for a project as alternates.
- (2) Classes A and B appear to be mutually exclusive based on their definitions so they should generally never be specified as alternates. Check with the Contractors License Board before using "A or B".
- (3) Class C license, for the prime contractor, can only be specified on projects where more than 50% of the work is the type specified for the license and all the remaining work is to be performed by properly licensed and listed subcontractors.

Where it is necessary or desirable to have a licensed specialty contractor perform a portion of the work, put the following type of statement in the Special Provisions:

Work involved in (describe portion of project) shall be performed by a class C-## licensee. If the Contractor does not hold such class license in addition to the class specified for bidding, that portion of the work shall be subcontracted to a class C-## licensee.

In addition, reference the above section where the license class is specified on the proposal form cover sheet with:

See section (###) for additional license requirements.

Contractors must be properly licensed to submit bids. Some federal grants require that bidders shall not be required to be licensed but that the bidder to whom award is made must have the proper license. Check the exact requirements with the federal agency providing funding.

It is the Agency's policy to turn over violations of the contractor license laws to the Contractors License Board.

3.3.16.2 Subcontractors - Listing Law

The requirements of the laws affecting subcontracting are in PCC §4100-4114, which should be referred to in case of any questionable subcontracting. Briefly, the main requirements are as follows:

- (1) PCC §4105 prohibits the Contractor from subcontracting work to a listed subcontractor who in turn subcontracts work amounting to more than 50% of the total project.
- (2) All persons working on a project contracted to a General Contractor must either be employees of the General Contractor or of a licensed subcontractor. See also PPPM §3.3.17.
- (3) All subcontractors doing more than one-half of 1% of the work on a project (and more than \$10,000 on road projects), must be listed. The amount of the subcontracted work shall include off-site fabrication of work shown in details on the project plans.
- (4) Listed subcontractors can be changed only as set forth in the information sheet included as PPPM Supplement 7.2-1. Copies of this can be furnished to contractors.
- (5) Where no subcontractor is listed, the law does not allow adding one except as provided in Sections 4107(c) and 4109. If this occurs, see PPPM §7.2.3.
- (6) An owner-operator of equipment hired by a General Contractor is a subcontractor and must be listed if performing work in excess of the threshold shown in (3) above and must be licensed. An owner-operator working directly for the Public Works Agency is not required to be licensed.
- (7) If a listed subcontractor subcontracts the majority of the work under its subcontract, this action is treated as a change in a listed subcontractor as provided in (4) above.
- (8) If the prime contractor performs the work identified for a listed subcontract, the prime contractor must first obtain the Agency's approval but no hearing is required.
- (9) The contractor may not use a listed subcontractor when the awarding authority determines that such listed subcontractor is not a responsible contractor.

3.3.16.3 Prevailing Wages

Statutory requirements for payment of prevailing wages by contractors and subcontractors are contained in California Labor Code, and briefly state:

- (1) All employees on public projects costing more than \$1,000.00, including maintenance work, must be paid at the prevailing wage, including fringe benefits and overtime. (LC 1771)
- (2) The California Division of Labor Standards Enforcement has ruled that all persons performing labor, or using tools or equipment on the jobsite must be paid prevailing wages. Owners of contracting or subcontracting firms and owner operators of equipment are not exempt unless all they do is to supervise the work.
- (3) Contractors are responsible for the underpayment of wages by their subcontractors, except as provided in Labor Code §1775(b), and for obtaining payrolls from them. (LC 1775)

The County's policies pertaining to prevailing wage laws are as follows:

- (1) The Agency will comply with all laws.
- (2) The Agency is not an active law enforcement-type organization, i.e., it does not directly seek out violations in this area.
- (3) When the Agency receives a complaint or becomes aware of a possible violation, it will investigate to see if there is validity to the allegation. (See PPPM §3.3.16.4)
- (4) Penalties required by Labor Code (LC) §1776 will be assessed for failure to submit payrolls on time.
- (5) After (3) and (4) above, if it appears there is a failure to pay prevailing wages, the Agency will turn the case over to the Division of Labor Standards Enforcement for action. The Agency will withhold funds from contract payments for apparent underpayment of wages and for penalties when detected, or when requested by the Division of Labor Standards Enforcement.
- (6) The Agency expects that there will be numerous complaints regarding this area of the law as union representatives are active in trying to keep work for union contractors.

3.3.16.4 Payroll Submittals

On all projects, the Contractor and subcontractors must prepare certified payrolls weekly.

The Agency requests submission of certified payrolls only when any of the following is true:

- (1) project has Federal funding (certified payrolls must be submitted weekly).
- (2) grant agreement or law requires submission. See also PPPM **3.3.16.5**.
- (3) a violation is suspected.
- (4) a complaint of underpayment of wages is received;
- (5) requested by an interested party.
- (6) contractor is submitting Daily Extra Work forms (VCSS 3-3.3).

PM must provide for (1) and (2) above in the specifications and list on the Job Authorization – Supplemental Information Sheet (PPPM **Figure 2.2-2**) and on Notice of Award Information Sheet (PPPM **Figure 6.2-3**).

In the cases of (3), (4) and (5) above, ESD-CSS will request certified payrolls.

After payrolls have been submitted, they are checked by ESD-CSS, using the Project Inspector daily reports (PPPM **Figure 7.4-2**) to see that the proper number and classification of workers are included and compliance with prevailing wage rates.

See also §3.3.17 on unlisted subcontractors.

3.3.16.5 Projects Requiring Labor Compliance Program Monitoring (LCP)

Projects using state funds obtained pursuant to the following code sections are required to include in the specifications and Notice Inviting Bids: "The project is subject to Ventura County's Labor Compliance Program requirements including the obligation to furnish certified payroll records directly to the Labor Compliance Officer in accordance with state requirements.". Project Managers must check the conditions of all state aid or grants to determine if this or other conditions are imposed on the acceptance of funds as new statutes not listed herein may apply.

STATUTE	APPLIES TO
Labor Code §1771.3	Contracts for public works projects awarded on or after January 1, 2012 that use funds derived from any state-issued public works bond <i>unless</i> project is subject to Public Resources Code §75075 (Prop. 84).
Public Contract Code §20133	Counties for design-build contracts for buildings, directly related improvements, and wastewater treatment facility construction projects costing over \$2.5 million.
Streets and Highways Code §143(e)	Specified transportation projects that are authorized by the California Transportation Commission and use design-build procurement process.
Public Resource Code §75075	Public works projects financed in any part by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

When the use of a LCP is required:

1. Use the Notice Inviting Bids form
F:\shared\PWA Forms\Plans&SpecsPkg\NoticeInvBidsAgencyLCP.docx
2. Include the following in the special provisions:
 1. This public works project is subject to monitoring and investigative activities by Ventura County's Labor Compliance Program (LCP), approved on March 15, 2013. For questions or assistance with regard to the LCP please contact the Labor Compliance Officer (LCO) at 805-654-2039.

Contractors and subcontractors shall keep accurate payroll records in accordance with Labor Code Section 1776. Contractor shall furnish each weekly certified payroll for the preceding month for the workers of contractor and all subcontractors to the LCP within 10 days following the end of the preceding month, and within 10 days of any separate request by the LCP. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26). In lieu of paper forms, the LCP may provide for and require contractor's electronic submission of certified payroll reports.
 2. Prior to the start of any work, contractor shall post and maintain the notice in the form attached as Exhibit A to these Special Conditions in a conspicuous location on the job site.
3. Forms and posters are available at:
http://www.dir.ca.gov/dlse/cmu/Forms_Publications_and_Resources.html.
The local phone number to insert in the poster is 213-620-6330.

3.3.17 Subcontractor Definition

For the purpose of deciding whether an unlisted subcontractor is being used on a project in violation of the subcontractor listing law, an investigation needs to be made if: 1) Equipment (particularly a foreman or superintendents pickup) is being used showing a name other than that of the Prime Contractor; 2) Certified payrolls show that workers are being paid by other than the Prime Contractor; or 3) Complaints or information is received from third parties (such as unions) indicating possible violations.

The Prime Contractor may use the employees and/or equipment of an unlisted subcontractor if: 1) The Prime Contractor provides all of the supervision of the work in the field and the subcontractor provides no supervision; and 2) The employees and/or equipment are paid for on an hourly basis rather than for a certain amount of the work to be performed by the subcontractor's employees and/or equipment.

Surveying or engineering firms employed by the contractor to provide professional services are not considered to be subcontractors.

3.3.18 Certified Payrolls - Exemptions

For the purpose of deciding whether persons on a project are employees who must be listed on certified payrolls (when requested), the following may be used as a guide, but guidance from the state labor law compliance personnel will be needed in unusual situations.

- a) The following are exempt from being listed on certified payrolls:
 - 1) The owner or general partner of a licensed contractor or subcontractor, performing no labor on the jobsite but only supervising the work.
 - 2) A superintendent not performing any physical work and not using any tools or equipment.
 - 3) Work performed away from the construction site if the location was in place prior to the date of the advertisement for bids.
 - 4) Material supplier's delivery drivers who perform no on site work.
 - 5) Watchman or guard performing no labor and having no duties other than security.
 - 6) Agency employees.
- b) Certified payrolls are required for the following:
 - 1) Owner, general partner or relatives of a contractor or subcontractor performing work, using tools or equipment on the jobsite.
 - 2) Volunteers performing work on the site for the contractor.
 - 3) Owner-operators of equipment.
 - 4) Surveyors setting construction stakes for the contractor.
 - 5) Foremen who perform any actual work or use tools or equipment on the job site.
 - 6) Material delivery person who performs on site work that must meet specifications (such as oil spreading).
 - 7) Equipment repair workers.
 - 8) Flaggers or traffic controllers.
 - 9) Laborers, mechanics or other workers on a site established after the bid advertisement date for the project.
 - 10) Inspectors employed by contractors or Agency's consultants.
 - 11) Soils technicians employed by contractors or Agency's consultants.

3.3.19 Certification of MBE/WBE/DBE Contractors

PCC 2050 provides for a uniform certification procedure for minority, women and disadvantaged business enterprise contractors. Certification under the procedures must be accepted by the Agency. Listing of DBEs certified by the Department of Transportation are available at: http://www.dot.ca.gov/hq/bep/find_certified.htm.

DBE/MBE/WBE related web links:

<http://www.gsa.gov/sbu>

<http://www.dot.ca.gov/hq/bep/ucp.htm>

<http://www.pd.dgs.ca.gov/smbus/default.htm>

TABLE 3.3-1(1) CONTRACTORS LICENSE CLASSIFICATIONS

General Engineering Contractor (Class A)

B&PC §7056. A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: irrigation, drainage, water power, water supply, flood control, inland waterways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses and other similar works, pipelines and other systems for the transmission of petroleum and other liquid or gaseous substances, parks, playgrounds and other recreational works, refineries, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, powerhouses, power plants and other utilities plants and installations, mines and metallurgical plants, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work and cement and concrete works in connection with the above mentioned fixed works.

General Building Contractor (Class B)

B&PC §7057. (a) Except as provided in this section, a general building contractor is a contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, requiring in its construction the use of at least two unrelated building trades or crafts, or to do or superintend the whole or any part thereof.

This does not include anyone who merely furnishes materials or supplies under section 7045 (§7045 exempts finished products) without fabricating them into, or consuming them in the performance of the work of the general building contractor.

(b) A general building contractor may take a prime contract or a subcontract for framing or carpentry project. However, a general building contractor shall not take a prime contract for any project involving trades other than framing or carpentry unless the prime contract requires at least two unrelated building trades or crafts other than framing or carpentry, or unless the general building contractor holds the appropriate specialty license or subcontracts with an appropriate specialty contractor to perform the work. A general building contractor shall not take a subcontract involving trades other than framing or carpentry, unless the subcontract requires at least two unrelated trades or crafts other than framing or carpentry, or unless the general building contractor holds the appropriate specialty license.

The general building contractor may not count framing or carpentry in calculating the two unrelated trades necessary in order for the general building contractor to be able to take a prime contract or subcontract for a project involving other trades.

(c) No general building contractor shall contract for any project that includes the "C-16" Fire Protection classification as provided in Section 7026.12 or the "C-57" Well Drilling classification as provided in Section 13750.5 of the Water Code, unless the general building contractor holds the specialty license, or subcontracts with the appropriate licensed specialty contractor.

TABLE 3.3-1(2) CONTRACTORS LICENSE CLASSIFICATIONS

Specialty Contractor (Class C-#)

B&PC §7058 (a). A specialty contractor is a contractor whose operations as such are the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.

B&PC §7059 (a) [2nd ¶] Nothing contained in this section shall prohibit a specialty contractor from taking and executing a contract involving the use of two or more crafts or trades, if the performance of the work in the crafts or trades, other than in which he or she is licensed, is incidental and supplemental to the performance of the work in the craft for which the specialty contractor is licensed.

B&PC §7059 (b) In public works contracts, as defined in Section 1101 of the Public Contract Code, the awarding authority shall determine the license classification necessary to bid and perform the project. In no case shall the awarding authority award a prime contract to a specialty contractor whose classification constitutes less than a majority of the project.

When a specialty contractor is authorized to bid a project, all work to be performed outside of his or her license specialty, except work authorized by subdivision (a), shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

CONTRACTOR LICENSES - SPECIALTY CLASSES		
C-2 Insulation & Acoustical	C-31 Construction Zone Traffic Control	
C-4 Boiler, Hot-Water Heating & Steam Fitting	C-32 Parking & Highway Improvements	
C-5 Framing & Rough Carpentry	C-33 Painting and Decorating	
C-6 Cabinet and Millwork	C-34 Pipeline	
C-7 Low Voltage Systems	C-35 Plastering	
C-8 Concrete	C-36 Plumbing	
C-9 Drywall	C-38 Refrigeration	
C-10 Electrical	C-39 Roofing	
C-11 Elevator	C-42 Sanitation Systems	
C-12 Earthwork and Paving	C-43 Sheet Metal	
C-13 Fencing	C-45 Electrical Sign	
C-14 Metal Roofing	C-46 Solar	
C-15 Flooring and Floor Covering	C-47 General Manufactured Housing	
C-16 Fire Protection	C-50 Reinforcing Steel	
C-17 Glazing	C-51 Structural Steel	
C-20 Warm-air Heating, Ventilating & Air-conditioning	C-53 Swimming Pool	
C-21 Building Moving/Demolition	C-54 Tile (Ceramic and Mosaic)	
C-23 Ornamental Metal	C-55 Water Conditioning	
C-26 Lathing (No longer issued)	C-57 Well Drilling	
C-27 Landscape	C-60 Welding	
C-28 Lock & Security Equipment	C-61 Limited Specialties	
C-29 Masonry	See list below	
HAZ Hazardous Substance Removal Certification	ASB Asbestos Certification	

See CCR, Title 16, §832, for complete description of each classification.

Contractor License Class C-61 Limited Specialties ("D" Sub Classes)		
(The "D" sub-class should not be specified in the bidding documents)		
03 - Awnings	30 - Pile Driving & Pressure Foundation Jacking	50 - Suspended Ceilings
04 - Central Vacuum Systems	31 - Pole Installation and Maintenance	52 - Window Coverings
06 - Concrete Related Services	34 - Prefabricated Equipment	53 - Wood Tanks
09 - Drilling, Blasting and Oil Field Work	35 - Pool and Spa Maintenance	56 - Trenching Only
10 - Elevated Floors	38 - Sand and Water Blasting	59 - Hydroseed Spraying
12 - Synthetic Products	39 - Scaffolding	62 - Air and Water Balancing
16 - Hardware, Locks and Safes	40 - Service Station Equipment & Maintenance	63 - Construction Clean-up
21 - Machinery and Pumps	41 - Siding and Decking	64 - Non-specialized
24 - Metal Products	42 - Sign Installation	65 - Weatherization and Energy Conservation
28 - Doors, Gates and Activating Devices	49 - Tree Service	
29 - Paperhanging		

C-12 & C-32 Licenses

Two classes, which have titles that are somewhat vague, are described below.

These are of special interest in County work as they can be utilized as an alternative in addition to a Class A on some projects.

C-12 Earthwork and Paving - Digs, moves and places material forming the surface of the earth, other than water, in such a manner that a cut, fill, excavation, grade, trench, backfill, or tunnel (if incidental thereto) can be executed, including the use of explosives for these purposes. Also includes the mixing, fabricating and placing of paving or other surfacing materials.

C-32 Parking and Highway Improvement - Applies and installs protective coatings, vehicle stops, guard rails and mechanical devices, directional lines, buttons, markers, signs and arrows on the horizontal surface of any game court, parking facility, airport, highway or roadway constructed of concrete, asphalt or similar material. Also includes the surface preparatory work necessary for the application of protective coatings but does not include the re-paving of these surfaces.

Asbestos Certification

Certification for asbestos work is required for any classification of contractor who engages in asbestos-related work, which involves 100 square feet or more of surface.

3.3.20 Prompt Payment to Contractors

3.3.20.1 Retention

PCC §9203 provides that on all contracts exceeding \$5,000, at least 5% shall be retained from progress payments, however if after the work is 50% completed and if satisfactory progress is being made, the remaining progress payments may be made without additional retention.

However PCC §7201 limits retention to 5% except under special circumstances.

VCSS now requires 5% retention from all payments.

Some Federally grants may impose different requirements concerning retention. Such requirements shall be inserted in the special provisions.

3.3.20.2 Progress Payments

PCC §20104.50 requires the Agency to make progress payments within 30 days after the contractor requests payment in writing. By definition in the code, 'progress payment' includes the final payment excluding the retention.

If a request for payment is received that is not proper, it must be returned to the contractor within seven days of receipt, with a written explanation of why the request is not proper. Delay beyond the seven days will shorten the time the Agency has to make payment without paying interest.

If payment is not made within 30 days after a valid request for payment is received by the Agency, interest must be paid to the contractor at the rate set forth in CCP §685.010 (10% per annum in 2006).

3.3.20.3 Release of Retention

PCC §7107 provides for the Agency to make payment of retained funds to the contractor within 60 days after completion of the Work. For the purposes of this section of PCC, completion means any of the following:

- (1) The occupation, beneficial use, and enjoyment of the Work by the Agency, excluding operation for testing, startup and commissioning.
- (2) Acceptance by the Agency.
- (3) After starting work, the cessation of work by the contractor due to factors beyond the control of the contractor for more than 100 days.
- (4) After starting work, the cessation of work by the contractor for more than 30 days if the Agency records a notice of cessation or notice of completion.

If there is a dispute, the Agency can withhold 150% of the disputed amount from the final payment.

Because of the language in PCC §7107(1), where the Agency is going to be using the Work during the construction period, it should be made clear in the specifications that such use is contemplated as part of the project.

3.3.21 Addenda

PCC §4104.5 provides that when an addendum is issued that materially changes the work being bid (i.e., has a substantial impact on the cost of the work) within 72 hours of the time set for the bid opening, the bid opening time be extended not less than 72 hours.

PCC §1600 allows issuing addenda by FAX.

3.3.22 Relief of Bidders

PCC §5100-5107 provides for the relief of bidders who establish the grounds for relief as provided in PCC §5103, which are

- (a) A mistake was made.
- (b) Written notice was given to the Agency within five working days of the bid opening, specifying in detail how the mistake was made.
- (c) The mistake made the bid materially different from what it was intended to be.
- (d) The mistake was made in filling out the bid and not due to an error in judgment, or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Only the Board or a court can allow a bid to be withdrawn.

PCC §5105 prohibits a bidder who claims a mistake or forfeits the bid security from further bidding on the same project.

See also PPPM §6.4.7 for procedures and Figure 6.5-4 for Board letter format.

3.3.23 Responsibility for Design

PCC §1104. Responsibility for completeness and accuracy of plans and specifications

"No local public entity, charter city, or charter county shall require a bidder to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications on public works projects, except on clearly designated design build projects. Nothing in this section shall be construed to prohibit a local public entity, charter city, or charter county from requiring a bidder to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by the contractor to the architect or owner. The review by the contractor shall be confined to the contractor's capacity as a contractor, and not as a licensed design professional."

3.3.24 Pre-Bid Conferences, Meetings and Site Visits

PCC §6610 states in part: "6610. Notice inviting formal bids for projects by a public agency that include a requirement for any type of mandatory prebid conference, site visit, or meeting shall include the time, date, and location of the mandatory prebid site visit, conference or meeting, and when and where project documents, including final plans and specifications are available. Any mandatory prebid site visit, conference or meeting shall not occur within a minimum of five calendar days of the publication of the initial notice."

There are several problems in making pre-bid meetings mandatory, including:

- a. If it is early in the bidding period, it effectively eliminates bidders who take out plans after the meeting date.
- b. If it is late in the bidding period, the bid date may have to be extended to accommodate addendum generated by questions and comments at the meeting.
- c. The Agency will probably have to reject the bid of any contractor who has not attended the meeting, even if it is the low bid.

If a mandatory pre-bid meeting (including site visits or conferences) is used:

- a. Provide for signing in, including company name that will be shown on the bid and verify that all in attendance have properly filled out the sign-up sheet.
- b. Keep a written record of questions, answers and comments.
- c. Consider including a provision in the specifications that if a potential bidder cannot make the scheduled meeting, for good cause (as determined by a DD) an alternate meeting may be scheduled that will substitute for the mandatory one.

3.3.25 Protection and Resetting of Survey Monuments

B&P code §8771 (Revised 2000) provides that when monuments exist which control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide control, the monuments shall be located and referenced by a licensed land surveyor prior to the time when any streets, highways, other rights-of-way, or easements are maintained, resurfaced, improved, constructed, reconstructed or relocated and a corner record of the references filed with the county surveyor prior to the recording of a notice of completion.

3.3.26 Contract Change Orders (Public Contract Code excerpt)

20138. If the cost of the work is reduced by reason of any modification of the contract, compensation shall be made to the county therefore.

20139. The board shall not pay or become liable for any extra work done on, or extra material furnished for, any building or structure in the course of performance of a contract let pursuant to this article except in accordance with Section 20142, unless the contract specifically provides for such payment or the contract is changed or modified in the manner provided for in this article.

See also PCC 20136, 20137, 20142 and 20143 which are summarized in PPPM §7.7.2.

3.3.27 Projects with Borrow Pits Specified

PCC 20126 Any notice inviting bids which specifies locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project which would be subject to Section 1602 of the Fish and Game Code shall include any conditions or modifications established pursuant to Section 1603 of the Fish and Game Code.

SUPPLEMENT 3.3-1 SELECTED CALIF. LAWS AFFECTING COUNTY & SPECIAL DISTRICTS

(Other codes & sections may apply to the same subject. Also see adjacent sections.)

PUBLIC CONTRACT CODE (PCC)	
Section	Subject Matter
100	Competitive Bidding Laws - Purpose
1100	Administrative Provisions - Generally applicable to all Agencies
1101	Public Works Contract Definition
1102	Emergency Defined
1103	Responsible Bidder
1104	Plans & Specifications, Responsibility for completeness & accuracy
1600	Electronic Transmission of Solicitations & Bids
2000	Minority Contractors - Permissive Local Ord (1996 Prop 209 ?)
2200	Iran Contracting Act
2500	Project Labor Agreement
3000	Roofing Projects
3002	Roofing Material Considered Equal
3300	Contractor License Class - Specify in call for bids
3400	Brand Names & Restrictive Specifications
4100-14	Subcontracting (Listing and Changing)
4104.5	Addenda within 72 hours of bid opening, Required change of bid date
4107	Substitution of subcontractor
4107.5	Error in listing subcontractors on bid
5100	Relief of Bidders (Mistakes)
5110	Bid Protests ; Invalid Contracts – Conditional Payment
6100	Verification of Bidder's License
6101	Illegal Aliens - Debarment for Employing (State Only, Not County)
6106	Consulting Services Contracts, Negotiation
6107	California Contractor Preference in Bidding
6108	Material Produced by Forced Labor ("Sweatfree" Procurement)- Penalty
6109	Ineligible Contractors
6610	Pre-Bid Conferences , Site Visits or Meetings
7100	Waiver of Claims by Acceptance of Payment Void
7101	Alternate Design Changes - Extra Compensation
7102	Recovery of Damages Not Precluded by Specs
7103	Payment Bonds-State Only (For County >\$25k see CC 3247)
7103.5	Antitrust Claims In Public Works Contracts
7104	Hazardous Wastes - Contract Clause
7105	Contractor's Responsibility & Acts of God
7106	Bid Non-collusion Affidavit (See also CCP §2015.5)
7107	Payment to Contractor & Contractor to Sub, Interest, Retention
7109	Anti-Graffiti requirements
7200	Retention by Contractor from Subcontractor's payments
7201	Retention limited to 5% with exceptions.
7202	No Retention on CALTRANS projects
9201	Claims - Authority to Settle or Compromise
9203	Contract Payments - Retention >\$5,000 (See PCC 7201)
10100	State Contract Act - Applicable to State Agencies (See also PCC 20396)
10104	Mobilization
20000	Local Agencies Public Construction Act - Applicable to Local Agencies
20101	Prequalification of bidders
20102	Day Labor Work to Comply with Plans
20103.5	Federally Funded Projects, Contractor License
20103.6	Architectural design services procurement
20103.8	Alternative Bid Items (Schedules)
20104	Resolution of Construction Claims
20104.50	Interest of Late Payments (10% After 30 Days)
20104.70	Damages related to competitive bidding

SUPPLEMENT 3.3-1 SELECTED CALIF. LAWS AFFECTING COUNTY & SPECIAL DISTRICTS

(Other codes & sections may apply to the same subject. Also see adjacent sections.)

PUBLIC CONTRACT CODE (PCC)

Section	Subject Matter
20120	COUNTIES - Construction & Repair of Public Buildings * (Dept of Finance Population of Ventura County in 2010 was 823,318)
20123.5	Splitting Projects to Avoid Limitations Prohibited
20124	Plans & Specs must be adopted by the Board
20125	Notice Inviting Bids
20126	Borrow pits – Identify in Notice Inviting Bids
20128.5	Annual Contracts for Repair Work
20129	Bid & Performance Bonds (All work bid)
20131	Purchasing Agent Powers to contract.
20133	Design-Build allowed for projects >\$2,500,000 (CMU required)
20134	Emergency Repair or Replacement (Courts, Jails, etc.)
20135-6	CCO Board approval requires 2/3 vote (=4/5 vote)
20137	Contract Change Order Authority
20138	Deductive Change Orders
20139	Payment not allowed for work not covered by Contract or by CCO
20140	Methods of Payment
20141	Juvenile Facilities Work by Wards of Court
20142	Change Order Amount Limitations
20143	Extra Work and Material
20150.9	Identical Bids or No bids
20185	Emergency Work After Earthquake
20193	Design Build (>\$2,500,000)
20390	Construction Work on Highways *
20396	Counties may use State Contract Act for Road projects
20400	County Bridges *
20410	1911 Act- Bidding and Contracts
20480	1913 Act- Bidding and Contracts
20600	County Waterworks Districts - Public Bidding *
20670	Public Work and Public Purchases- Lease Backs
20676	Mined Materials – Local Agencies purchase – (3098 List)
20780	Sanitation Districts *
20800	Sanitary Districts *
20840	1911 Act Maintenance Districts
20890	Tree Planting Act of 1931
21070	Ven Co. Watershed Protection Dist - Bids and Contracts
21072	VCWPD Emergencies
22000	Uniform Public Works Construction Cost Accounting Act (UPWCCAA) <i>The UPWCCAA applies to all entities governed by the Ventura County Board of Supervisors.</i>
22002	Public Project defined.
22031	County (Road Commissioner) may use PCC §20390 et.seq.
22032	Contracting Limits by Amount of Contract
22033	Separation of Work to Evade Limitations
22034	Informal Bidding Ordinance (See REF②Glossary)
22035	Emergency Procedures
22036-7	Formal Bidding Procedures (Notice Inviting bids)(Electronic & Mailed)
22038	Rejection of Bids
22039	Adoption of Plans & Specs
22041	Juvenile Facilities Work by Wards of Court
22042	Accounting Procedures
22043-44	Commission Review of Force Account Work. Penalty
22050	Emergency Work - 4/5th Vote of Board
22150	Preference for Recycled Products
22200	Arbitration
22300	Escrow for Release of Withheld Funds

SUPPLEMENT 3.3-1 SELECTED CALIF. LAWS AFFECTING COUNTY & SPECIAL DISTRICTS**(Other codes & sections may apply to the same subject. Also see adjacent sections.)**

GOVERNMENT CODE (GC)	
Section	Subject Matter
431	Display of Flags
4000	Public Works Force Account Record Keeping
4200	Backfilling Road Excavations with Native soil
4215	Relocation of Utilities, Responsibilities, Contract provisions
4216	Public Utilities Regional Notification Center
4216.4	Protection of Public Utilities (Contract Requirements)
4217.10	Energy Conservation Contracts
4300	Buy America (Unconstitutional)
4330	California Made Materials (Unconstitutional)
4400	Emergency Termination of Public Contracts
4420	Unfair Insurance Requirements
4450	Physically Handicapped Persons Buildings Access
4525-	Architects/Engineers/Surveyor/Project Manager Contracts (Little Brooks Act)
4529.20	(See also California Constitution Article XXII & Federal USCA Title 40 §541)
4550	Antitrust Claims, Contract Provisions
5956	Private Financing of Infrastructure
6000	Publication of Notices
6215	Contracts to be in Plain English
6250	Public Records Act
6500	Joint Powers Agreements
6700	Holidays
6800	Computation of Time
7260	Relocation Assistance
7560	Federal Funding - Interagency Agreement Process
8558	Definition of Degrees of Emergency
8630	Local Emergency
11104.5	Electronic Mail
12650	False Claims Act
14681.5	Notice to Cities- Construct, Expand or Lease Public Building
16430	Securities Eligible for Investment
23000	Government of Counties
23001	Invalid Contracts are Void
23156	Ventura County Boundaries (Amended 1991)
23656	Ventura County seat is San Buenaventura.
24000	County Officers
24100	Deputies
25120	County Ordinance Adoption Process
25200	County General Powers
25210.1	County Service Areas
25350	County Property - Notice of Intent to Purchase
25350.5	Power of Eminent Domain
25351	County Building Projects Authorized; Notice to Cities
25359	Prisoners Working on Public Property
25480	Purchase of Personal Property
25500	Purchasing Agents
25520	Sale or Lease of Real Property
26200	Destruction of Records
27550	County Surveyor Duties
27551	Survey Records; Copies to Public
27554	State Lands Commission assistance by County Surveyor
27557	Assessors' Block Books by County Surveyor
27561	Sale of Maps prepared for Assessor
27564	Surveys Adjoining or Crossing State Lands
27580	Survey Monuments

SUPPLEMENT 3.3-1 SELECTED CALIF. LAWS AFFECTING COUNTY & SPECIAL DISTRICTS

(Other codes & sections may apply to the same subject. Also see adjacent sections.)

GOVERNMENT CODE (GC)	
Section	Subject Matter
27584	Monument Preservation Fund
27600	Surveyor Funding by Board
28020	Ventura Co 1960 Population is 376430. See also PCC 20120
28034	Ventura is Thirteenth Class County - 1960 Pop 370000-399999
29121	Expenditures Excess of Authorized; Personal Obligations
29124	Appropriations Prior to Budget Adoption
29127	Emergency Expenditures
31000	Contracts for Special Services
31450	County Retirement Act of 1937 (Ventura Co's system)
31485	County Retirement Act of 1937 (Ventura Co's Tier II)
31676.1	Retirement Age/% Table
37101	Business License Fees
50110	Publications to State Library
51300	Contracts with Cities - Joint Powers
51350	Overhead Charges, Limitations for Contracts with Cities
53068	Notice Inviting Bids
53069.85	Bonus Penalty and Liquidated Damages
53080.5	Certificate of Insurance for Projects & Permits
53091	Building/Zoning Ordinances Applicability; Local Agencies
53311	Mello-Roos Community Facilities Act of 1982
53701	Contracting with Federal Funds
54220	Surplus Real Property
54240	Public Leasebacks
54770	Local Agency Formation Commission (LAFCO)
54950	Open Meeting Law - Brown Act
54999	Utility Capital Improvement Fees paid by Public Agency
58850	Change of Boundaries, Special Districts
61000	Community Services Districts
65000	Planning & Zoning
65591	Water Conservation in Landscaping Act
66410	Subdivision Map Act (SMA)
66425	SMA - Maps
66433	SMA - Final Maps
66444	SMA - Parcel Maps
66451	SMA - Procedures
66451.10	SMA - Merger of Parcels
66451.30	SMA - Unmerger of Parcels
66452	SMA - Tentative Maps
66456	SMA - Final Maps
66463	SMA - Parcel Maps
66464	SMA - Filing Maps with Recorder
66469	SMA - Correction & Amendment of Maps
66473	SMA - Requirements - General
66474.60	SMA - Advisory Agencies
66475	SMA - Dedications
66483	SMA - Fees
66485	SMA - Reimbursement
66490	SMA - Soils Report
66495	SMA - Monuments
66498.1	SMA - Development Rights
66499	SMA - Improvement Security
66499.11	SMA - Reversion to Acreage
66499.30	Certificates of Compliance; Notice of Violation
66499.50	Official Maps

SUPPLEMENT 3.3-1 SELECTED CALIF. LAWS AFFECTING COUNTY & SPECIAL DISTRICTS**(Other codes & sections may apply to the same subject. Also see adjacent sections.)****GOVERNMENT CODE (GC)**

Section	Subject Matter
87100.1	Conflicts of Interest for Engineers and Surveyors

CIVIL CODE (CC)

Section	Subject Matter
10	Computation of Time (See CCP12 also)
17	Notice by Certified Mail
832	Lateral Support of Excavations
833	Ownership of Trees at Boundaries
846.5	Right of Entry for Surveyors
1550	California Contract Law (Competent parties; consent; lawful object; consideration)
1670	Architect's/Engineer's decisions subject to arbitration or court review.
2782	Indemnification Against Liability Prohibitions
3086	Completion of Work Definition
3092	Notice of Cessation of Work
3093	Notice of Completion of Work Contracts
3098	20-Day Preliminary Notice and Stop Notices
3116	Time to file stop notices
3185-6	Notice to claimants
3179	Stop Notices on Public Work
3320	Prompt Pay to Prime Consultants - Public Works
3247-8	Payment Bonds for Public Work >\$25k
3249-52	Stop Notices & Suits against Surety

CODE OF CIVIL PROCEDURES (CCP)

Section	Subject Matter
12	Computation of time
337.1	Statute of Limitations for Defects
337.15	Statute of Limitations for Design
411.35	Malpractice by Engineers; Certificates of Merit
685.010	Interest Rate (Late Payments)
995.120	Surety Definition
995.140	Bond and Undertaking Definitions
995.311	Bonds – Verifying that Issuer is Admitted Surety
995.630	Surety Bond conditions
995.660	Surety Bond conditions, Documentation required
1010.6	Electronic Notification
1013	Service by Mail, Express Mail, FAX
2015.5	Declaration under penalty of perjury in lieu of affidavit

SUPPLEMENT 3.3-1 SELECTED CALIF. LAWS AFFECTING COUNTY & SPECIAL DISTRICTS

(Other codes & sections may apply to the same subject. Also see adjacent sections.)

LABOR CODE (LC)	
Section	Subject Matter
140	Cal OSHA
1720	Definition of Public Works (see also LC 1771)
1720.4	Volunteer Labor
1726	Labor Law Violations Discovered by Agency
1740	Compliance with Federal Wage Schedules
1770	Determination of Prevailing Wage Rates
1771	Prevailing Wages Required Over \$1000. Maintenance work is included.
1771.3	Contract Monitoring Unit (CUU) required when using State funds
1773	Obtaining Prevailing Wage Data
1773.1	Fringe Benefits Included
1773.2	Specifying Prevailing Wages
1773.3	Notification of Award to Apprenticeship Stds
1774	Contractor Must Pay Prevailing Wages
1775	Penalties for Underpayment
1776	Payroll Records Requirements & Access, Penalties. Contracting agency must include reference in specs.
1777	Violations by Contractor or Public Agency
1777.5	Apprentices. Contracting agency must include reference in specs.
1778	Anti-Kickback
1810	Working Hours: 8 hours/day; 40 hours/week
1813	Penalty for violation of working hours rules. Contracting agency must report violations to state.
1815	Overtime over LC 1810 at 1 1/2 time or more.
1860	Required Contract Provision on Worker's Comp Insurance
1861	Required Certification by Contractor on Worker's Comp Insurance
3800	Worker Compensation Insurance Requirements
6360	Hazardous Substances Information & Training
6400	Duties of Employers & Employees (Safety)
6423	Penalties for Violations of Labor Codes (Safety)
6436	Asbestos - Removal & Disposal - Fines & Penalties
6500	Employment Requiring Permits (Safety)
6501.5	Asbestos Related Work
6705	Trench Safety, Plan, Bid Item, Permits
9021.5	Asbestos - Removal & Disposal - Fines & Penalties

HEALTH & SAFETY CODE (H&SC)	
Section	Subject Matter
4700	County Sanitation District Act
4860	Sewer Maintenance District Act
6400	County Sanitary District Act of 1923
13869.7	Building Standards; Fire Safety
15000	Hospital Seismic Safety Act
16000	Essential Services Buildings Seismic Safety Act
18901	State Building Standards Act
24400	Abandoned Excavations (including Wells)
25100	Hazardous Waste Control
25249.5	Safe Drinking Water & Toxic Enforcement Act
25299.10	Petroleum Underground Storage Tank Cleanup
25914	Asbestos & Hazardous Substance Removal Contracts
25915	Asbestos Notification
25925	Asbestos Abatement & Control
40000	Air Pollution Control Districts

SUPPLEMENT 3.3-1 SELECTED CALIF. LAWS AFFECTING COUNTY & SPECIAL DISTRICTS
(Other codes & sections may apply to the same subject. Also see adjacent sections.)

STREETS & HIGHWAYS CODE (S&HC)		
Section	Subject Matter	
133(e)	Specified projects require CMU	
1331	Road Commissioner's Duties	
2800	Majority Protest Act of 1931	
5000	Improvement Act of 1911	
8500	Improvement Bond Act of 1915	
10300	Municipal Improvement Act of 1913	
PENAL CODE (PC)		
Section	Subject Matter	
605	Destruction of Monuments	
4017	Work by Prisoners	
BUSINESS & PROFESSIONS CODE (B&PC)		
Section	Subject Matter	
6700	Professional Engineer's Act	
6737.4	Electrical/Mechanical System design by Contractor	
7026	Contractor defined	
7028.15	Contractor's License Required to Bid	
7030	Statement required on Contracts	
7030.5	License Number required on Contracts	
7031.5	License required for Construction Permit	
7032	County Permits allowed by Contractor's Law	
7055	Contractor's License Classification	
7108.5	Payments by Contractor to Subcontractors	
8700	Land Surveyor's Act	
8771	Monument preservation, construction projects	
8760	Surveying Practice, Records of Survey & Corner Records	
16000	Business License Fee	
PUBLIC RESOURCES CODE (PRC)		
Section	Subject Matter	
2621	Alquist-Priolo Special Studies Zones Act	
8801	Surveying and Mapping - Ca. Coordinate System	
INSURANCE CODE (IC)		
Section	Subject Matter	
12090	Company's Liability <10% of Cap & Surplus to Issue Bonds	
CALIFORNIA CODE OF REGULATIONS (CCR-T#)		
T#	Section	Subject Matter
T8	1500	Construction Safety Orders
T8	2300	Electrical Safety Orders
T8	3200	General Safety Orders
T8	16000	Prevailing Wage Rules - Definitions
T8	16100	Prev Wages - Duties Awarding Body & Contractor
T8	16400	Requests for Payroll Records - Forms
T16	400	Rules for Board of Registration
T16	831	Contractor's Special License Class
T16	863	Public Access to information on Contractors
T19		Public Safety, State Fire Marshal regulations
T24	P2-12	Building Standards
T24	C4	Seismic Structural Safety Stds.

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3.0 STANDARDS, POLICIES AND LAWS AFFECTING PROJECTS

3.4 VENTURA COUNTY ORDINANCES AFFECTING PROJECTS

The Ventura County Ordinance Code (<http://www.bpcnet.com/codes/>) includes:

§4683 et seq on Backflow Prevention Devices

§4740 et seq on Recycling Demolition & Construction generated wastes

§8100 et seq (<http://www.ventura.org/planning/>) on Zoning

Work in cities requires a city permit in the Coastal Zone; see also the state requirements.

§8700 et seq on Protection of Watershed Protection (Flood Control) Facilities

§12000 et seq on Highway Encroachments

Ventura County Building code, includes Grading (<http://www.ventura.org/planning/>)

Adopts the California Building Standards Codes by reference, with modifications.

Uniform Fire Code, (<http://fire.countyofventura.org/Documents/tabid/58/Default.aspx>) on Fire Protection

3.4.1 County Administration

General - See County Administrative Manual

(http://gsa-docushare/dscgi/ds.py/Get/File-14618/2005_Admin_Manual_Table_of_Contents.pdf)

The Resource Management Agency -- Building and Safety Division -- administers the Building Code, with the exception of grading, which is administered by the Public Works Agency.

The local city or County Fire Marshal enforces the local and state codes fire on buildings.

The Resource Management Agency - Planning Division administers the Zoning Ordinances.

The Resource Management Agency - Environmental Health Division administers the ordinances on commercial kitchens design, backflow prevention and the state laws on water supply under some circumstances

Ventura County Watershed Protection District administers the code on the destruction and sealing of water wells and protection of Watershed protection (flood control) facilities;

The Public Works Agency administers the ordinances on Solid Waste Recycling, highway encroachments and that part of the Building Code concerning grading.

3.4.2 Building Permits

Building permits are required on all construction not exempted by the Building Code, State law, or by the authority of the Building Official. Plans for public work not exempted must be submitted to the Resource Management Agency, Building & Safety, for plan check and issuing of a permit. Fees will be charged against the project account by Building & Safety for plan checking and permits except projects funded from the General Fund. Building & Safety will perform code inspection. Questions regarding the need for a permit should be discussed with Building & Safety.

One-Stop Permitting: <http://onestoppermit.ventura.org/>

3.4.2.1 Exemptions

The following types of work are exempted:

- (1) All work in public road rights-of-way.
- (2) Public water, sewer and storm pipelines in public rights of way.
- (3) Flood water protection works.
- (4) GC 53090 & 53091 exempts special district constructing "... facilities for the production, generation, storage, or transmission of water, waste water, ..." from complying with city or county building ordinances. This exemption is interpreted to include all ancillary facilities at the site necessary to accomplish said purposes, but does not exempt district's office or storage buildings. PWA policy is to comply with code provisions but not to pay for permits.

3.4.2.2 Work Generally Requiring a Permit

Work that is ancillary to the foregoing, other than on road rights-of-way, may require a permit as outlined below. Generally, the following types of public works will require a permit:

- (1) Structures with a roof
- (2) Retaining walls over three feet high
- (3) Retaining walls with a surcharge
- (4) Walls or fences higher than six feet
- (5) Electrical work
- (6) Mechanical work covered by code
- (7) Parking lots and other access to publicly used facilities.

3.4.3 County and Other Permits

In addition to the above, there are permits administered through other County Ordinances. These are:

- (1) **Grading** - All grading work shall be done in accordance with Chapter 70 of the UBC adopted and modified by Ventura County Ordinance 4002. Permits are required for public work not exempted by ordinance. Works exempted are the following: work in public road rights-of-way; work by the Ventura County Watershed Protection District within its rights-of-way; and work by the Waterworks Districts within their property.
- (2) **Zoning** - Zoning must be checked at an early stage in project development so that money is not wasted on incompatible designs.
- (3) **Encroachment in Public Right-of-Way** - Road and Watershed Protection District encroachment permits are required for projects within their properties; however, road projects in road property and watershed protection projects in Watershed Protection District property are exempt.
- (4) **Asbestos Removal** - A notice must be sent to the Air Pollution Control District at least 20 days before starting any asbestos removal work. This must be followed with a telephoned notice 24 hours before actually beginning the work. The notice shall contain the following information:

- Contractor name, address, contact name, and phone number;
 - Name and address of building or facility owner or operator, contact person, and phone number;
 - Name and address of facility being demolished or renovated;
 - Description of the facility being demolished or renovated, including the size, age, and prior use of the facility;
 - Estimated amount of friable asbestos present in the facility;
 - Abatement techniques to be used to comply with NESHAP Subpart M requirements;
 - Scheduled start and completion dates;
 - Name and location of waste disposal site where asbestos waste will be deposited; and
 - If the facility is being demolished by order of a state or local government agency, include the name, title, and authority of the government representative who ordered the demolition.
- One-Stop Permitting: <http://onestoppermit.ventura.org/>

Permits may also be required from the State Department of Transportation for work in their property, or railroad companies for work in theirs, or from a city for work in public rights-of-way within its corporate limits.

3.4.4 Ventura County Air Pollution Control District (APCD) Permits

APCD permits are usually required for the following facilities or operations:

- (1) Open burning
- (2) Incinerators
- (3) Stationary internal combustion engines
- (4) Boilers
- (5) Fuel and solvent use and storage
- (6) Paint spray booths
- (7) Degreasing and dry cleaning activities
- (8) Rock crushing and classifying activities

Permits are required both to construct and to operate. For permits, the PM should contact the Resource Management Agency -- Air Pollution Control District. Furnish all information pertaining to equipment rating, fuel type, hours per day of use, fuel chemical composition, BTUH input, process by-products of contamination, and the name, address and function of the facility.

The APCD will use the above information to make out and process forms for permits on County projects. A Job Authorization to pay for this service must be processed, as this is not part of the service covered by their fees. (See PPPM §2.2.)

The PM should contact the APCD early in the preparatory phases for projects that may require a permit. Construction must not be started without the required permit.

3.4.5 Integrated Waste Management Division Regulations

Ventura County Ordinance Code §4770 et seq provides for the Integrated Waste Management Division to implement programs to reduce the amount of recyclable solid wastes being disposed in landfills.

Ventura County Ordinance Code §4781 (revised 2007) affects all grading projects requiring a permit, all Agency construction projects, and all demolition projects. The code requires recycling wastes and marketable reusable materials from such demolition and construction.

Contractors are required to submit a Construction & Demolition Debris Waste Diversion Plan and Agreement to Divert Wastes before starting work and Debris Waste Diversion Reporting Form and documentation on completion of the Work.

VCSS 7-15 informs the Contractor of these requirements.

PMs should plan to make use of recycled materials wherever practicable and include special provisions for such materials to override the requirement of VCSS §4-1.1 which provides for all new materials.

VCSS 7-15 provides that IWMD Form B-Recycling Plan be approved by IWMD before Notice to Proceed be issued.

VCSS 7-15 provides that IWMD Form C-Reporting Form be approved by IWMD prior to PM preparing the final estimate. If Form-C has not been submitted and approved when final payment is due, the PM may withhold funds to insure compliance and process the final payment.

3.4.6 Permits & Fees by County Agencies

County projects are not exempt from County ordinances unless the ordinance specifically so states. Permits must be obtained and, in some cases, fees paid. The following table shows the more common types of permits and approvals.

AGENCY	DEPARTMENT	TYPE OF PERMIT OR APPROVAL (Note 1)
PWA	TRANSPORTATION	Road Encroachment Permit
	WATERSHED PROTECTION DISTRICT	Water Course Permit
		Flood Plain Management Permit
	WATER RESOURCES & DEVELOPMENT	Grading Permit
RMA	ENVIRONMENTAL HEALTH	Tanks
		Commercial Kitchens
		Individual Sewage Systems
		Small Water Systems
		Public Swimming Pools
		Backflow Prevention Devices
	PLANNING	Zoning Clearance
		Coastal Permits
		Conditional Use Permits
		Water Conservation
		Environmental Documentation
	BLDG & SAFETY (Note 2)	Building Permit
		Electrical Permit (Note 3)
		Mechanical Permit
		Plumbing Permit
		Fire Dept coordination for Sprinkler Systems
APCD	(Note 4)	Sandblasting
		Generators
		Boilers
		Fuel Dispensers
		Tanks
		Stationary Internal
		Combustion Engines
		Solvent & Coating operations
FIRE DEPT.	(Note 5)	Approval of Building Permit
		Sprinkler Design & Install
Notes: 1. Contact agency to determine if a County project is exempt from permit fees and inspection costs. 2. County building projects in incorporated cities require county permits. 3. Southern California Edison Co. will not connect power to any project without an final electrical permit inspection clearance from Building & Safety. This will require obtaining a permit for an otherwise exempt project. 4. Some APCD regulations require separate permits for both construction and operation. 5. Oxnard & Ventura fire departments govern County construction within those cities		

3.0 POLICIES, STANDARDS AND LAWS AFFECTING PROJECTS

3.5 STATE, COUNTY AND PUBLIC WORKS AGENCY POLICIES AFFECTING PROJECTS

3.5.1 Contract Document Backup Information

Certain items contained in the Contract Documents might appear to be arbitrary or the prerogative of the Designer. Such items include:

- (1) Time to complete the job. In computing time, consideration should be given to the following:
 - a. The minimum time required for performing the work plus a reasonable contingency allowance.
 - b. The urgency for completion, including possible cost savings if contractor is given more time, allowing for work on other jobs simultaneously.
 - c. If long lead time material is involved, consider starting job time after material has all been delivered.
 - d. Concrete curing time, soil surcharge settlement time, time required between successive application layers, and other interacting constraints on the contractor's progress.
 - e. Availability of unusual specialty subcontractors in the area.
- (2) Amount of liquidated damages (LDs) shall be documented on the form shown in PPPM **Figure 3.5-3**.
- (3) Stipulated unit prices. These can be used with lump sum bids for the planned contract work, to pay for CCO work that may be needed, avoiding the problem of a contractor bidding very high unit prices for small quantities that do not appreciably affect the overall bid price.
- (4) Stipulated differentials used to bid alternate comparisons. These can be used where lower cost alternates may have higher life cycle costs.
- (5) Any other number that may seem to be arbitrarily chosen and that affects: (a) the choice of low bidder, (b) the amount bid by the bidder, or (c) the amount the contractor will receive for the job.

These items shall be determined by calculations, which must be documented. A copy of the documentation will become part of the package sent to the ESD-CSS for jobs requiring competitive bidding. These data will be placed in the project file. For other jobs, the documentation will be placed in the design file only.

3.5.2 Plans Preparation

3.5.2.1 Drawing Standards

All drawings shall:

- (1) Be on standard size sheets , unless prior approval is given for nonstandard sizes by the PM. Agency standards are 22 X 36 (21" x 34" inside borders) or 22 X 42 (21" x 40" inside borders) for Watershed Protection District and other projects needing larger sheets.
- (2) Use standard title blocks with required entries, unless prior approval is given by the PM for nonstandard blocks. Include Specification Number issued by ESD-Contract Support Specialist. On projects for other county agencies, a special block may be required on plans for its agency head's approval.
- (3) Use lettering not less than 1/8" high, and drawing components suitable for half-size reduction.
- (4) Use graphical scales.
- (5) List plans and standard plans included on cover sheet.
- (6) Be signed and sealed on each sheet by the responsible design professional as required by law.
- (7) Be numbered consecutively and show a total sheet count on each sheet. On architectural plans, "M," "S," "P," etc. numbers may be used in addition to consecutive numbers. In addition, place a filing number (assigned by ESD County Surveyor's public counter technician) in lower right corner block on each sheet.

3.5.2.2 Drawing Preparation

Plans shall be prepared in an economical manner, while providing all necessary information. Some procedures to effect those economies include:

- (1) Use photo reproduction of all, or portions, of existing drawings or topographic maps, rather than redrawing them. Use CAD when feasible.
- (2) Refer to standard drawings.
- (3) Place notes in one location on the plans and do not repeat the same note on several sheets.
- (4) Use standard abbreviations and short notations.

3.5.3 Specifications

Specification numbers (Spec No.) shall consist of a two letter designator, followed by a two digit fiscal year designation (when project is planned to be advertised), a dash and a two digit number assigned by ESD-CSS. To this number, "(N)" is added for negotiated construction projects; "(I)" for informally bid projects; "(M)" for maintenance projects exempt per PCC §22002(d); and "(E)" for emergency projects per exempt PCC §22050; *e.g.* "WP99-04(I)". See Table **6.1** for contract types and limitations.

Designators/specification cover colors are: Transportation RD/Yellow; Watershed Protection District WP/Blue; Water & Sanitation WW(or other)/Green; Capital Projects CP/Antique tan.

Insert a Table of Contents for the Project listing: Notice Inviting Bids, Proposal, Standard Specifications Table of Contents, Standard Specifications, Special Provisions with a listing of Sections, Wage Rate Page or Pages, Labor Code Excerpts and Plans if included in the Specifications.

The first page of the Special provisions shall be numbered one greater than the last page number of VCSS (*Page 75 for VCSS 09-06. Check with ESD-CSS for current VCSS*) and the rest of the pages numbered sequentially.

3.5.3.1 Civil Engineering Projects.

Use the VCSS (which adopts SSPWC), Standard Special Provisions (401-499) and Special Provisions (1000 and up). In preparing and numbering the special provision sections, follow the style and numbering pattern used in SSPWC. Page numbering shall be consecutive throughout specifications including VCSS. VCSS 0-3 specifies section numbering as follows:

0-3 NUMBERING OF SECTIONS

The numbering in these modifications is compatible with the numbering in SSPWC. References to whole sections of SSPWC and these modifications are preceded by the word "Section", references to parts of sections show numbers only, such as "211-5", except at the beginning of a sentence, the word "Section" precedes the number. Standard Special Provisions, if included, are numbered as Sections 401 through 499. The Special Provisions are numbered starting with Section 1000 or higher.

Cross-references contained in SSPWC to sections deleted by 0-2 hereof shall be references to the sections of like number contained herein.

3.5.3.2 Architectural Projects.

Use the VCSS (which contains Part 1, Sections 0 - 10) followed by Special Provisions numbered per Industry Accepted 16 Divisions (VCSS is Division 1) or MasterFormat2011 50 divisions (VCSS is Division 00).

Only the VCSS sections listed in **PPPM §3.1.2.2** may be modified by special provisions. Modifications shall be by the method specified in **PPPM §3.5.3.5**.

The industry accepted 16 divisions (VCSS is part of Division 1) is preferred by the Agency.

Pages shall be numbered consecutively throughout including VCSS. This may be done after the specifications are complete with a consecutive numbering machine. Numbering of sections and paragraphs within the Divisions should use the industry accepted systems.

The Industry Accepted 16 Divisions are:

Div 1 General Requirements and special requirements applicable to the project as a whole (VCSS).

Div 2*	Site Work	Div 3*	Concrete	Div 4*	Masonry
Div 5*	Metals	Div 6	Carpentry	Div 7	Moisture Control
Div 8	Doors, Windows & Glass	Div 9	Finishes	Div 10	Specialties
Div 11	Equipment	Div 12	Furnishings	Div 13	Special Construction
Div 14	Conveying Systems	Div 15	Mechanical	Div 16	Electrical

MasterFormat2011 Groups & Divisions are:

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP Div 00 Procurement and Contracting Requirements (VCSS)

SPECIFICATIONS GROUP	FACILITY SERVICES SUBGROUP	PROCESS EQUIPMENT SUBGROUP
GENERAL REQUIREMENTS SUBGROUP Div 01 General Requirements	Div 21 Fire Suppression Div 22 Plumbing Div 23 Heating, Ventilating, and Air Conditioning Div 25 Integrated Automation Div 26 Electrical Div 27 Communications Div 28 Electronic Safety and Security	Div 40 Process Integration Div 41 Material Processing and Handling Equipment Div 42 Process Heating, Cooling, and Drying Equipment Div 43 Process Gas and Liquid Handling, Purification, and Storage Equipment Div 44 Pollution Control Equipment Div 45 Industry-Specific Manufacturing Equipment Div 48 Electrical Power Generation
FACILITY CONSTRUCTION SUBGROUP Div 02 Existing Conditions Div 03* Concrete Div 04* Masonry Div 05* Metals Div 06 Wood, Plastics, and Composites Div 07 Thermal and Moisture Protection Div 08 Openings Div 09 Finishes Div 10 Specialties Div 11 Equipment Div 12 Furnishings Div 13 Special Construction Div 14 Conveying Equipment	SITE AND INFRASTRUCTURE SUBGROUP Div 31* Earthwork Div 32* Exterior Improvements Div 33* Utilities Div 34* Transportation Div 35 Waterway and Marine Construction	The following divisions are reserved: 15-19, 20, 24, 29, 30, 36-39, 46, 47 & 49

All Div Numbers below 50 not listed are Reserved. Numbers above 50 can be used for other subjects.

* For these sections, consider using SSPWC by reference. See **PPPM §3.1.2.6**

PWA policy is to include the text shown in PPPM **Figure 3.5-1** at the beginning of divisions on mechanical and electrical work.

FIGURE 3.5-1 REQUIRED SPECIFICATION SECTIONS - ARCHITECTURAL PROJECTS

(16 Division) DIVISION 15 (MasterFormat) Div 21, 22, 23, 25 & 40-45

Section_____ WORK TO BE DONE

In accordance with 2-6 of Ventura County Standard Specifications, the contractor shall furnish, install, connect, make operable, and test all heating, ventilating and air conditioning equipment, plumbing fixtures, kitchen equipment, and other mechanical equipment shown on the plans or called for in the specifications or in change orders. In connection therewith, the contractor shall also furnish and install all necessary devices, hardware and systems required to make said equipment properly and safely operable, including, but not limited to, mounting hardware and framing, insulation, vibration control devices, duct systems, gas piping systems, hot and cold water systems, venting ducts, control systems, and electrical circuits.

(16 Division) DIVISION 16 (MasterFormat) Div 26, 27, 28 & 48

Section_____ WORK TO BE DONE

In accordance with 2-6 of Ventura County Standard Specifications, the contractor shall furnish, install, connect, make operable, and test all lighting fixtures, electrical equipment and other systems with electrical connections shown on the plans and called for in the specifications or in change orders. In connection therewith, the contractor shall also furnish and install all necessary devices, switches, circuit breakers, hardware, and systems required to make said equipment properly and safely operable, including, but not limited to, mounting hardware, framing and electrical circuits.

3.5.3.3 Other Projects.

Some projects do not fall into either of the previous classes in that the technical provisions of SSPWC are not applicable and it is not an architectural project. These projects should be handled in the same manner as architectural projects although usually all of the special provisions will be in a few sections.

3.5.3.4 All Projects.

See PPPM **Figure 3.5-1** and PPPM **Tables 3.5-3 & 3.5-4** for detailed guidance to specification language.

Specifications shall:

- (1) Use complete sentences and imperative language;
- (2) Have no repetition of material in the Standard Specifications;
- (3) Have no cross-references to material in the Standard Specifications unless it is intended to change or limit their applicability;
- (4) Have no references to subcontractors or specialty contracts, and no attempt to divide work between trades or subcontractors. Special licenses are required for such work as fire sprinkler systems and asbestos removal. Even on these, the specifications should not divide the work but only have the proper licensee be responsible for work as required by law, allowing the prime contractor to do the work if properly licensed;
- (5) Use Agency standard forms (e.g., Proposal, Notice Inviting Bids, etc.);
- (6) Fully comply with Public Contracts Code §3400 where proprietary names are used.
- (7) Have references to outside documents (ASTM, AWWA, Federal Specifications, Trade Standard, etc.) complete and up to date.
- (8) In the VCSS Table of Contents, after the listing Appendices, list the Special Provisions sections. .

3.5.3.4 All Projects. (Continued)

- (9) When alternatives (methods or materials) are specified and it is desired to solicit prices for the different alternatives, the bidding documents must precisely define how the selection will be made in accordance with PCC §20103.8.. Life cycle cost of alternatives may be used for comparison by stating that for bid evaluation purposes only, specified factors will be multiplied times the price bid for each alternative and the award will be made to the bidder with the lowest overall project price including the lowest factored price in each bid. The factors should be one for the alternative with the highest O&M costs or shortest life, and less than one for the others based on estimated life cycle cost or service life. See PPPM **§3.1.2.5.**
- (10) When the project work is divided into schedules to allow part of the work be awarded if necessary to meet budgetary restraints, the contract documents shall specify the order in which the selection of schedules will be made and state that as many schedules will be awarded as possible so that the total award will be less than a specified dollar amount. See PPPM **§3.1.2.4.**
- (11) If there is a need to perform the work on portions of the project at a specific time or in a specific order, the specification must clearly state the requirements.
- (12) When Agency will be using the project area during construction or when more than one contractor will be working in the same area, any special coordination that is required must be specified. If the Agency plans to takeover the portions of the project prior to completion of the whole project and any special precautions or conditions are required, this should be specified.

3.5.3.5 Modifiable Provisions of Standard Specifications

Most of the requirements contained in the VCSS Part 1 must not be altered because they are required by law or are necessary for uniform contract administration. The provisions that can be modified under certain justifiable circumstances are listed in PPPM **§3.1.2.2.** Proposed changes to the provisions of these sections should be discussed with the cognizant DD. When appropriate the change should be made by writing a special provision: 1) deleting the section; 2) deleting the section and replacing it with new text; or 3) referring to the section and adding text to it.

See PPPM **Table 6.2-1** for suggested modifications to the VCSS for Negotiated contracts.

3.5.4 Reference Plans

When preparing a set of plans, a number of existing drawings may be reviewed, such as previous construction by the County in the area, utility company installations, and plans for highway and railroad facilities. Any of these drawings used in preparing the design, or which would be useful to the contractor in preparing the bid or in constructing the project, shall be listed in the plans by agency identification and drawing number.

3.5.5 Deviation from Ordinances and Standards

Where an ordinance or standard adopted by the Board requires a specific procedure, design or result, it must be followed unless the ordinance or standard allows administrative exceptions or deviations. No design based on a deviation or exception can be initiated without prior approval of the deviation or exception.

Do not proceed on the assumption that approval can be obtained later. Failure to succeed in getting the approval could result in expensive project redesign and delays. (See also PPPM **§3.1.2.2.**)

3.5.6 Appropriation Transfers

Every appropriation transfer involving Public Works Agency-controlled budgets must be approved by the DD-CSD. Background material supporting the need for, and appropriateness of, the proposed transfer shall be furnished with the request for approval of the transfer. Where another agency/department requests backup information from the Public Works Agency for an appropriation transfer they are planning to request, such information shall be sent via the DD-CSD, when feasible. When it is not feasible, the DD shall promptly be sent a copy of the information furnished. When the information is provided via telephone, a confirming memo should follow with a copy to the DD.

3.5.7 Labor Classifications for Specialized Wage Rates

The labor classifications listed in PPPM **Table 3.5-2** are not included in the wage rate determination regularly published by the State and Federal Governments but can be obtained by special request for a project. The inclusion of such classifications generally will lower project costs if any significant use of these classifications is anticipated. Their inclusion may also facilitate bidding by contractors who may not otherwise bid when the special rates are excluded. (See also PPPM §3.3.14.3.)

The PM needs to inform the ESD-CSS well in advance of the need to request a special determination for the project. The California Department of Industrial Relations must be given at least 45 days prior to the advertising date of a project to make the wage rate determination.

Special determinations are good only for the project for which requested.

TABLE 3.5-2 SPECIALIZED WAGE RATE LABOR CLASSIFICATIONS

Agricultural Fence Constructor	Overhead Door Service Tech	Smoke Detector Installer
Apparatus Service Technician	Painter (Maintenance)	Stage Curtain Installer
Appliance Repair Worker	Pest Control Worker	Stationary Engineer
Boat Operator	(structural work)	Truck Scale Repairer
Concrete Sculptor	Pool Maintenance Worker	Ship Rebuilder
Diesel Engine Repair Tech	Porcelain Refinisher	Sign Electrician
Groundskeeper Technician	Refuse Hauler	Sound Signal Technician
Hopper Blower Operator	Septic Tank Cleaner	Street Light Maint Tech
Inversion Lining	Shelf Installer	Traffic Signal Maint Tech
(Sewer Rehab)	Shipwright Carpenter	Upholsterer
Locksmith	Sign Builder	Water Meter Mech/Service
Maintenance Mechanic	Sign Painter	

3.5.8 Federal Program Funds

On projects where Federal or State Funds are to be used to finance all or part of the project costs, it is essential that the Federal or State administrative rules be determined and complied with. Some of the types of funding commonly encountered are:

- Federal Aid Highway Program - See CALTRANS Local Programs Manual.
- Airport Improvement Program - See Federal Aviation Administrative Circulars.
- HUD Community Development Block Grants - See CDBG Coordinator in CEO's Office.
- Federal Disaster Assistance Program - See Federal Emergency Management Agency Rules.
- State Transportation Impact Program (Airports) - See CALTRANS Divisions of Amenities and Rules.

3.5.9 Electronic Equipment Specifications

On projects where electronic equipment, such as intercoms, public address systems, closed-circuit television (CCTV), ultrasonic alarms, and such will or may be included, the Communications Department of the Information Services Department (ISD) shall be contacted. That department will assist in preparing the detailed specifications for such equipment for inclusion with the job specification. This service should be taken into consideration when preparing the scope-of-work and when estimating the fees for consulting services contracts.

3.5.10 County-Owned Building Projects - Processing Procedure

The Board of Supervisors approved the following procedure to improve processing and to reduce the incidence of change orders (REF⑦Glossary):

- (1) The designer (architect or consultant, or the PM for County staff-designed projects) will submit three copies of the approved schematic plans to Building & Safety, which will forward copies to the Fire Protection District for simultaneous review. This preliminary review establishes such basic code compliance design parameters as occupancy, type of construction, allowable area, systems of egress, and similar requirements. Fire Protection District and Building & Safety staff will confer at this stage -- and in later stages -- of the plan review process to coordinate responses to questions regarding codes and interpretation.
- (2) Upon completion of the plan check, the comments and corrections of the Fire District will be combined with those from Building & Safety and passed back to the designer.
- (3) The designer shall submit plans at the earliest possible date to other agencies having jurisdiction, so that their requirements may be included in the bidding documents.
- (4) The designer is responsible for reviewing any changes to the plans resulting from code/ordinance requirements.
- (5) Upon completion of working drawings the designer shall submit plans and specifications to Building & Safety for plan check and permit(s). (See PPPM §3.4.2.) Additional copies of the working drawings will be forwarded to the Fire Protection District for simultaneous review, as in (1), above. Building & Safety's policy is to withhold issuance of a permit pending Fire Protection District clearance (approval).
- (6) In the letter sent to the Board recommending award of contract, one of the following statements is to be included:
 - (A) A building permit has been issued for the project. Permits or approval of plans have been obtained from all other agencies having jurisdiction.
 - (B) An application has been made for a building permit and issuance is expected in time to make any necessary changes in the plans by addendum prior to opening of bids, so all costs will be included in the bids received. Permits or approval of plans have been obtained from all other agencies having jurisdiction except _____. Their requirements are expected to be available in time to modify the plans by addendum before the bid opening. All costs will be included in the bids received if the approvals are received as expected.
 - (C) The plans and specifications will be submitted to Building and Safety for plan checking and issuance of permits. Any changes required in the design prior to obtaining a permit will not be known in time to modify the plans before the opening of bids. Construction contract change orders may be necessary to provide for these requirements.
 - (D) The following permits have not yet been issued for this project: _____. Contract change orders may be necessary to comply with the requirements of these permits.

NOTE: In cases (B), (C), and (D) the reasons for accelerating the project will also be explained so that the DPWA or Board can consider benefits of acceleration against possible additional cost of Change Orders when making decisions on taking the recommended action.

3.5.11 Design-Build Procedures

Design-build procedures are typically used for such things as metal buildings and some types of plumbing, mechanical, control, electronic, and electrical systems and/or components. The use of design-build procedures is encouraged where the practice is commonly accepted in the industry.

When design-build procedures are used, the specifications must clearly identify the type of design professional (including registration) that the contractor is required to pay and use for the work. All parameters into which the design must fit must be included in the contract documents. These might include: size, color, capacity, limits of utility use, location, codes and standards to be followed, functions to be performed, and needed approvals.

Where design-build is not intended, i.e., when the employment of a design professional by the contractor is not included in the specifications, the plans and specifications should be complete, and references to meeting codes and standards should be limited to information contained in the codes and standards in prescriptive form. That is, do not include design formulas requiring engineering judgment for use.

For materials and equipment where shop drawings are required, references to code may require the use of some judgment while still not being in the design-build mode. Examples of such types of work include: detailing of reinforcing and structural steel; fire doors; control systems; plumbing systems; and elevators. In such cases it is essential that design decisions be made by the designer and that the completed designs are in accordance with the codes.

For fully Design-Build construction projects, see PCC §20133.

3.5.12 Road Closures

3.5.12.1 Request/Approval

Road closures, including partial blockage and temporary parking restrictions required to facilitate construction, alteration, maintenance or repair work within the County right-of-way require authorization by the Road Commissioner as specified in §7045 and §7046 of the County Ordinance Code. All requests for road closures, including County projects affecting city streets, shall be forwarded to the DD-TD (to the attention of the Traffic Engineer) prior to approval of the plans. Allow at least two weeks for approval of closure requests.

Requests shall include a map clearly delineating the road closure area and proposed detours, the justification for the closure, and planned dates of closure and reopening. The justification will also include an economic analysis comparing the cost of the closure to the motoring public against the cost of constructing a detour and maintaining traffic flow, unless waived by the Traffic Engineer.

If the closure is approved, the alternatives considered (including comparative cost data) should be included in the design report.

3.5.12.2 Road Closure Requirements

The Traffic Engineer will obtain appropriate clearances from the Sheriff, the County Fire District (or municipal fire department), and the California Highway Patrol (CHP). The Traffic Engineer also will issue timely advance notices to the County Supervisor(s) for the affected district(s), school authorities, and all other concerned agencies and entities.

Emergency road closures during normal County working hours shall be reported at the earliest possible moment directly to the Traffic Engineer to permit notification to the proper authorities. The division initiating emergency closures of short duration between the hours of 5:00 PM and 8:00 AM of the work week, or during weekends or holidays, shall immediately notify the Fire Protection District (or municipal fire department), the Sheriff, and the CHP. The Traffic Engineer shall be notified at 8:00 AM of the first work day following the closure. An identical procedure shall be followed when the roads are reopened so that responsible agencies can be notified.

3.5.12.2 Road Closure Requirements (continued)

All markers, barricades, signs and other traffic control devices used to delineate the closure shall conform to the latest edition of CALTRANS Manual on Uniform Traffic Control Devices published by the California Department of Transportation. The Traffic Engineer shall be consulted by all Public Works Agency departments to assure that signs, detour routing, and control devices comply with County standards and protect the County's interests.

Temporary construction and parking restrictions on roads related to County encroachment permits will be processed by the Permit Engineer, who shall obtain the approval of the Traffic Engineer prior to issuing the permit.

3.5.12.3 Road Reopening Procedure When Scheduled Reopening Is Delayed

When a contractor fails to reopen a closed road on a timely basis and fulfill the contractual obligation, the County and the Public Works Agency have the means to cause the contractor to expedite completion of the roadwork. VCSS Sections 6-2 and 6-3 provide that the contractor can be ordered to take necessary steps to complete the work and reopen the road or else face suspension of all or part of the contract until those steps are done. Section 6-3.1 defines the period of suspension as working days under the contract so that the contractor will ultimately face the potential of liquidated damages.

The DPWA in a memorandum dated May 6, 1980, stated that in his view ". . . the contractor can be required to suspend work on other portions of the project and direct all of his efforts toward completing the roadwork. This strategy should underscore the importance of reopening the road. These sections should not be [used] arbitrarily or without warning, but rather . . . in those instances where a contract provides for road closure, the contractor should be reminded [about these provisions] at the preconstruction conference . . . and advised of the [County's/Agency's intention] to invoke them [in the event the road is not reopened] within the prescribed time frame."

The DPWA's memo further states that "these same provisions may be used on any contract where some feature is required to be completed by a time specific. Hopefully, by explaining these provisions, and utilizing them where necessary, we will be able to avoid those situations where closures, or other features of a project, extend for [periods longer than those for which we originally contracted]."

3.5.13 Grading Ordinance Modifications

The engineering provisions of the Grading Ordinance may be modified by the DPWA upon receipt of adequate evidence that such modifications will be in accordance with the intent and purposes of the ordinance.

Some modifications of standards relating to the Grading Ordinance have contributed to unsightly conditions, high maintenance costs, and complaints from citizens and County Supervisors. In some cases the DPWA was precommitted by the Design Engineer; in other cases the excuse of political expediency appears to be very lame. In most cases, hindsight shows that the disadvantages were not thoroughly considered at the time of approval. Closer screening and more consideration must be given before any modification is allowed.

3.5.13.1 Grading Policy

All design should be done in accordance with ordinances, and without assuming that the DPWA will approve any modifications. A proposed modification may be approved if there is economic justification along with a supporting Materials Report. Prior to design, or approval of a design, the Materials Report, whether submitted by the County Laboratory or by a private firm, shall be approved by the DPWA for the specific modification requested.

3.5.13.2 Compliance and Notices

The Grading Ordinance makes an exception regarding the requirement for a Grading Permit for grading operations conducted by the County of Ventura in public rights-of-way, for hydraulic flood control structure, and for utilities. Nevertheless, all design shall conform to the Grading Ordinance unless specific prior approval is obtained in the manner described above. VCSS Subsection 7-5.2 provide notification to the contractor of the Grading Ordinance requirements.

3.5.13.3 Disposal of Soil from County Projects

The PM should consider the problems that may occur in the disposal of contaminated soil that may be found on a project site. In certain situations, the County could become the "generator" of materials under CCR Title 22, §66078, which pertains to hazardous wastes.

Engineers and Inspectors must be vigilant in identifying at the earliest opportunity any material that may be hazardous. This can minimize claims against the County. Sampling of soil prior to advertising a project involving excavation should be considered. (See also PPPM §3.3.15 regarding H&SC reporting requirements.)

3.5.14 Requirements for Discoveries Made During Project Work Phases

3.5.14.1 Cultural Heritage Designations

All Boards, Commissions, Departments and Officers of the County are required by §1371 (Ordinance Code) to cooperate with the Cultural Heritage Board in the preservation of items of historical interest. If during the performance of his or her duties and responsibilities the PM becomes aware of the discovery of items of historical significance -- such as burial grounds, prehistoric artifacts, historical foundations, or significant County records -- any of which are to be disposed of or destroyed, that person shall notify the DD-CSD or the Real Estate Services (RES) Division Manager, of the location and type of item(s) discovered. The DD or the RES Manager will be responsible for coordinating with the Cultural Heritage Board for such items. Also see the State CEQA Guidelines, Appendix G(j); Appendix I, Item II, Number 20; and Appendix K.

3.5.14.2 Survey Monuments

If a survey monument is in danger of being destroyed by construction, notify the County Survey Engineering Division-ESD promptly.

See **PPPM §3.3.25** for B&P code §8771.

3.5.15 Tree Removal or Trimming

Trees shall not be extensively trimmed nor removed as part of the work on County or special district projects without advance notification to the County Supervisor in whose district the project is located. This is in addition to the requirements of Ventura County Ordinance Code §8107-25 (Size, species and location affect protection under this Section; includes protection of some trees as small as 2 inches in diameter), any Environmental Impact Report (EIR) statements, and the statement regarding tree removal in the Board letter. The PM should consult with the Real Estate Division and the appropriate County Supervisor's Administrative Assistant early in the design phase concerning trees to be extensively trimmed or removed for planned new construction.

3.5.16 Landscaping and Water Conservation

It is the policy of the County that landscaped areas require low water usage, both to conserve water and to reduce operating expenses. To accomplish that 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.
RMA "Landscape Design Criteria", dated October 1992, is available at <http://www.ventura.org/planning/pdf/brochures/CompleteLndGde05.pdf>.
Information on water use is available at:
<http://wateright.org/site2/publications/index.asp>
- (2) Minimize the use of turf.
- (3) Make use of low-precipitation sprinkler heads located so as to minimize overspray into unplanted areas or areas of dissimilar water needs. Divide sprinkler systems into logical, individually controlled laterals that 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, and (d) sunny versus shady areas.
- (4) If project requires a Discretionary Development Permit, the permit requirements may include landscaping and landscape maintenance. If this is the case, plan review by RMA-Planning is required.

3.5.17 Bidding Process Timing

The first working day under the contract, as specified on the proposal, usually should be 28 days after award of contract. This timing was agreed upon with the Associated General Contractors as a standard procedure. In unusual cases, this can be reduced but should not be less than 14 days as the contractor must obtain bonds which in most cases requires this much time. If not enough time is allowed, this may affect the bid price as the contractor will not be able to start work until all contract documents are returned even though contract time has started. (PPPM §6.3 contains the detailed process and time schedule for the bid advertising process.)

The Notice to Proceed normally is issued immediately after the contractor has returned all documents and the contract has been signed by the DPWA. Agency delays (more than seven calendar days after receipt of the documents) in issuing the Notice to Proceed will cause an adjustment of the contract starting time. Any such delays shall be approved by the DPWA.

Special provisions should be drafted to provide for any delays due to conditions known prior to bidding. In drafting such provisions, make sure that the Agency has some control so that contract documents will be returned in a timely manner. This not only benefits the Agency, it also benefits the second bidder, whose bond is held.

The contractor may not enter the work site until the Notice to Proceed is issued, but may order materials, and plan and schedule the work as soon as the award is made.

3.5.18 Award of Contract/Notice to Proceed

Notices to Proceed shall be issued as soon as the contract has been signed by both parties and authorized by the PM. The first working day normally is 28 days from the date of the Award of Contract or as provided otherwise in the contract. If the Notice to Proceed must be delayed more than one week for the County's convenience, the DPWA shall be notified of the reasons. Extensive delays are unfair to the contractor. There shall be no delay of the Notice to Proceed for the convenience of the contractor.

Contracts processed with Accelerated Advertising or Accelerated Processing shall have no delays in the issuance of the Notice to Proceed unless approved by the DPWA.

If a project is such that the Agency does not have complete control over the dates contract award will be made and the Notice to Proceed issued, the special provisions shall contain information on the approximate duration of any delays in the issuing of the Notice to Proceed. If a delay in the award is anticipated, the special provisions must modify VCSS §2-1.1.

As stated in the preceding section, the contractor may not start work before the Notice to Proceed is issued. The ESD-CSS will include a statement to that effect in the receipt for contract documents, as provided in VCSS §6-1.1.

3.5.19 Contractors' Insurance Coverage

3.5.19.1 Liability Insurance Coverage Classes

VCSS offer three different coverage classes of liability insurance required to be carried by contractors. In selecting the proper coverage class, the PM must carefully consider exactly what to require of the contractor. The consequences of selecting too low a level could impact the County heavily should a major accident occur. Requiring too high a level of coverage will impact the County only moderately, but will impact every job because of the additional insurance premiums being included in the bids, as well as the refusal of some contractors to bid projects with very high insurance requirements.

The following are general criteria for contractor liability insurance coverage. They should be used only after thorough consideration is given to potential third-party liability. The L-A coverage class is that shown in SSPWC. It should only be used on negotiated contracts meeting the conditions in (2) below. (See PPPM §6.1.3 for the definition of a Negotiated Contract.)

- (1) For jobs where the public is at/on the job site on a regular basis, or where contractor operations will affect others -- e.g., road improvements with traffic passing through the job site, most watershed protection (flood control) improvements, pipelines in the roadway, and building remodeling when the building is occupied during construction:

SUGGESTED COVERAGE CLASS

PROJECT (CONTRACT) SIZE

As provided in the VCSS

L-B

L-C

\$25,000 and Under

\$25,001 to \$1,000,000

Over \$1,000,000

- (2) For jobs where the public is not usually at/on the job site or the chance of a third-party accident is low -- e.g., new roads without any traffic during construction, new building construction or remodeling with no occupancy, water treatment plants, fence construction, carpet laying, and well drilling:

SUGGESTED COVERAGE CLASS

PROJECT (CONTRACT) SIZE

As provided in the VCSS

L-B

L-C

\$25,000 and Under

\$25,001 to \$2,500,000

Over \$2,500,000

- (3) For jobs where there are other parties involved, such as land owners, other public agencies, utility companies, that the County is obligated to have as additional named insured on the Contractor's policies, Class L-C or L-D shall be used as required. Check with DD-ESD before using Class L-D.

3.5.19.2 DD-ESD & CEO Risk Management Involvement

The PM should discuss with the DD-ESD the hazards of any project that falls into the range calling for use of Class L-C. In such discussion, a copy of the plans should be shown to the DD-ESD together with any agreements with others that may affect the insurance coverage for the project..

If the project is very unusual and the risk of third-party liability is extremely high, it may be necessary to write a special provision setting even higher limits of coverage.

The DD-ESD may advise the PM to discuss the coverage with the CEO Risk Management Manager in unusual situations.

3.5.19.3 CEO Notification of Completion - Building Projects

For building projects, it is necessary for the Agency to obtain fire insurance that will be in force the day the Agency takes over, or partially takes over, the Work. Therefore, when the project is nearing field completion (about two weeks prior to field completion, or partial takeover) PM shall notify the CEO-Risk Management of the expected field completion, or partial takeover, date and the cost of the portion of the improvements above the foundation.

If, upon completion, the cost in the report made before completion is materially different on completion, send a corrected report to Risk Management.

3.5.20 Specifying Rock Products

When specifying materials containing rock products (including Portland Cement Concrete, Asphalt Concrete, Aggregate Bases, and Rock Riprap), consideration must be given to the availability of materials in Ventura County meeting specifications commonly used elsewhere as local rock quality is generally poorer. Using specifications that don't take this difference into account can result in abnormally high bids or on the claim of error by the bidders who are not aware of the extra cost to get the higher grade materials.

VCSS Parts 2 to 5 have several provisions used to modify SSPWC to provide for the use of local rock products. Special provisions may be prepared that specify material available locally instead of using the referenced specification in VCSS. If this alternative is used, it is essential to determine that the materials specified can be obtained locally.

3.5.21 Delegations of Authority

The Ventura County Administrative Manual, Section VI, on County Contracts & Agreements provides information on contracts, contracting authority and delegation.

3.5.21.1 Delegations.

The DPWA has been delegated certain authority on Contracting for Professional Consulting Services by Board Resolutions (one for each public entity governed by the Board) REF⑤Glossary.

By memorandum, the DPWA delegated certain authority to the DDs concerning Consulting Services contracts.

The DPWA, Purchasing Agent and Auditor-Controller have been delegated certain authority Concerning Construction Contracts by Board Resolutions (one for each public entity governed by the Board) REF③Glossary & REF④Glossary.

By ordinances (one for each public entity governed by the Board) adopted REF③Glossary & REF④Glossary, the Board adopted procedures for Letting Public Projects by Informal Bidding and delegated duties and authority to the DPWA (Road Commissioner) and Purchasing Agent concerning informally bid construction contracts.

By memorandum, the DPWA delegated certain authority to the DDs concerning the Substitution of Subcontractors.

By memorandum, the DPWA delegated limited authority to the DDs to approve Construction Contract Change Orders and Final Adjustments of Quantities.

3.5.21.2 Reference to Delegations.

Documents delegating authority may be added, modified or rescinded, so whenever there is any question concerning delegation of authority as indicated in the PPPM, the latest document making the delegation should be consulted. While the PPPM is updated frequently, it may not always reflect the latest status of referenced documents. Also see table in Glossary.

3.5.22 Employee Health & Safety

The Public Works Agency has an Injury and Illness Prevention Program which includes the publishing of the "Health/Safety Manual" (H/SM). All employees are required to comply with the requirement of the H/SM, the State of California General Industrial Safety Orders, and all other CAL/OSHA requirements. See the H/SM for more complete information.

3.5.23 Lump Sum Breakdown

A lump sum breakdown should be required by the special provisions when:

- a. There is no specific payment schedule specified for the item, and
- b. The lump sum item includes two or more different types of work that will be completed at different times, and
- c. The lump sum item will be worked on over a period of two or more months requiring an estimate of percentage completion for payment, and
- d. The lump sum item is a significant part of the total contract price. This is commonly considered to be 10% or more.

3.5.24 Specifying Agency Use During Construction

When it is known that improvements are going to be used before completion of construction as a whole, information regarding that use should be included in the special provisions to negate Contractor's claims of interference or the need for a CCO. Coordinate special provisions with **VCSS § 6-10**. Such information may include the following:

- (1) Working around occupants,
- (2) Working in given areas and completing work before moving into other areas,
- (3) Provisions for scheduling (phasing) the work, and
- (4) Opening part of the work to public use.

TABLE 3.5-3 VENTURA COUNTY STANDARD SPECIFICATIONS (VCSS)

VCSS must be inserted in all specifications before the Special Provisions as the standard specifications for all projects.

Special Provisions for Engineering type work are numbered in the 1000s and Standard Special Provisions in the 401 to 499 series.

Special Provisions for Architectural type work are numbered in the 16-Division industry accepted system. See §3.5.3.2.

See also **Table 6.2-1** concerning specifications for **negotiated contracts**.

TABLE 3.5-4 - SPECIFICATION LANGUAGE GUIDELINES

ITEM	DON'T USE	USE INSTEAD	COMMENTS
1. LANGUAGE - GENERAL			
a.	Outline form of specifications.	Complete sentences, which should be: 1. Imperative form 2. Concise 3. Unambiguous Long compound sentences should be broken into multiple simpler sentences. Tables, with title and column headings, can be used where this will make the requirements clearer. Such tables should be preceded by text indicating the requirements for use of the items in the table.	The specifications form a part of the legal contract between the Agency and the Contractor. It must be clear what each party is required to do. Government Code §6215, on Governmental Linguistics, requires contracts and other documents to be written "... in plain, straight forward language, avoiding technical terms as much as possible, and using coherent and easily readable style."
b.	"The requirements of Div. 1 are applicable to the work of this section."	Nothing.	Div. 1 speaks for itself.
c.	Repetition of anything that is contained in VCSS.	Nothing.	VCSS speaks for itself.
d.	Change in requirements of VCSS.	Discuss with cognizant DD before writing. If approved, prepare a Special Provision to delete or modify the VCSS section.	VCSS are written to indicate the way the Agency wants to manage the project except in exceptional circumstances. Explain the needs to the DD.

TABLE 3.5-4 - SPECIFICATION LANGUAGE GUIDELINES

ITEM	DON'T USE	USE INSTEAD	COMMENTS
e.	"should", "will"	"shall"	All language shall be made mandatory unless it is intended to be permissive. Language shall be consistent with VCSS and with the rest of the Special Provisions.
f.	"Architect", "Landscape Architect", "Soils Engineer", "Mechanical Engineer", "Electrical Engineer", "Structural Engineer", or "Inspector"	"Engineer"	See definition of "Engineer".
g.	"Agency's Representative" or "Owner's Representative"	"Engineer" unless a specific other person is intended, then use proper title.	See definition of "Engineer". Use "Agency's Operating Personnel" where specifying to train staff or to interrupt utilities or facility use.
h.	"Owner"	"Agency" or "Engineer" depending on meaning.	See definitions. Don't use "Agency" for person taking action unless it is intended that the Board take the action.
i.	"Six (6)"	"Six" or "6" but not both.	Unnecessary and sometimes contradictory.
j.	Unidentified Abbreviations and Terms	Use standard abbreviations and definitions from VCSS Section 1 or define other abbreviations in documents. Do not attribute a different meaning to an abbreviation from the one in VCSS.	Must be able to interpret documents properly.
k.	Definition of terms and or abbreviations already in VCSS. Repetition of requirements in VCSS.	Don't duplicate material that is in VCSS Sections 1-10. Reference to VCSS 1-10 needs to be made only when deleting or modifying a provision of VCSS 1-10.	Makes specifications shorter, more readable, avoids chances of errors resulting in contradictory language and avoids problems if VCSS is modified during the design period.

TABLE 3.5-4 - SPECIFICATION LANGUAGE GUIDELINES			
ITEM	DON'T USE	USE INSTEAD	COMMENTS
l.	"... with the provisions of this section."	"... with the provisions of the specifications." or "with the provisions of section ____" if a particular provision of the specifications is intended.	Generally don't restrict to part of the specifications unless necessary for the meaning. The specifications are to be used as a whole directing the contractor, not his Subs or workers.
m.	"... the work of this section ..."	Describe the work being referred to.	The "work of this section" is generally used to indicate that a particular subcontractor is responsible for a portion of the work. The County does not want to tell the contractor how to divide up the work.
n.	"Contractor shall install..."	"Furnish and install.." or "Install Agency furnished ..."	Use imperative language. Make meaning clear.
o.	"Contractor is responsible to perform ..."	"Perform ..."	Use imperative language.
2. SCOPE			
a.	"Scope: Furnish all labor and materials and perform all work necessary to ..."	Describe the project to be constructed in the general scope paragraph. In a section describing part of the work, use "Furnish and install.." or "Perform.."	VCSS 2-6 covers this.
b.	"Related work in other sections include ..."	Nothing.	Unnecessary. Don't try to divide up work between trades.
c.	"Work not included in this section ..."	Nothing, unless work is shown that is not part of the total contract, then use: "... is not part of this contract."	Unnecessary. Don't try to divide up work between trades.

TABLE 3.5-4 - SPECIFICATION LANGUAGE GUIDELINES

ITEM	DON'T USE	USE INSTEAD	COMMENTS
3. EQUALS			
a.	"ACME #354 or approved equal"	"ACME #354 or NATIONAL #6823A", if "NATIONAL #6823A" is manufactured in Calif.	State law requires naming an equal product manufactured in Calif., if one is known. "or approved equal" is not necessary as VCSS 4-1.6 covers this.
b.	"ACME #354 or equal by National"	"ACME #354 or NATIONAL #6823A".	Must not give more information about one than the other.
c.	"ACME #354 (obtainable from XYZ Corp in Los Angeles) or National 6823A"	"ACME #354 (obtainable from XYZ Corp in Los Angeles) or National 6823A (obtainable from XBEX Corp in San Francisco"	Must not give more information about one than the other.
d.	"ACME #368, no substitutes"	"ACME #368 to match existing"-OR-"ACME #368 is to be used in order to field test it for future use"-OR-"ACME #368 that is a necessary item only available from one source", then provide a summary of the findings of necessity.	The indicated situations are the only ones specified in the law. Each require a finding of necessity by the awarding authority or designee which must be described in the specifications.
4. REFERENCED SPECIFICATIONS			
a.	"Comply with ASTM specifications"	"Comply with ASTM C 397" and include any selection required by the ASTM specification.	There are thousands of ASTM and other types of reference specifications. More than one ASTM or other type may cover the same type of product. Must tell the Contractor which one applies and give further information required by the specification.
b.	"Standard Specifications" when referring to ASTM or similar specifications.	"Reference specifications"	See VCSS Section 1-2

TABLE 3.5-4 - SPECIFICATION LANGUAGE GUIDELINES			
ITEM	DON'T USE	USE INSTEAD	COMMENTS
c.	Entire sections describing materials, processes, methods, etc., which are already in referenced documents.	"Material shall conform to ____ of ____"	Use standard Reference Specifications such as ASTM, AWWA, trade organization specifications (SMACNA etc.) and SSPWC whenever applicable. For work being performed in the field, reference method specifications that are not usual to the trade involved, may need to be copied as text in the special provisions.
5. QUALIFICATIONS			
a.	"The work of this section shall be performed by a contractor with a C-9 license."	"Installation of the ____ system requires a C-9 Contractor's license. See VCSS 2-3.2.3 & PPPM §3.3.16.1. "	It is not all the work described in the section that requires a certain class of license, it is a certain part of the work that requires the license.
b.	In Div. 15: "Mechanical Contractor shall furnish and install motors and Electrical Contractor shall connect wiring."- SIMILARLY -"In Div. 16: "Motors furnished and installed under Div. 15."	In Div 15: "Furnish and install motors and connect wiring as specified in Div. 16." In Div 16, give the technical specifications for wire and wiring.	Don't try to divide work between subcontractors. See 1.1 in this table.
c.	"Installer must be a member of ____ Association."	"Comply with Standard # ____ of ____ Association"	Don't require membership which may be in restraint of trade.
d.	"Installer must be approved by Manufacturer."	"Arrange for workers installing ____ to be trained by manufacturer."	Approval may result in restrictive bidding and higher prices.
6. CLEANUP			
a.	"Clean up all debris resulting from the work of this section."	Nothing.	VCSS Sections 7-8.1 and 7-8.8 cover this adequately.
b.	"Clean up the entire project before final acceptance."	Nothing unless some specific cleaning requirements are needed.	VCSS Sections 7-8.1 and 7-8.8 cover this adequately.

TABLE 3.5-4 - SPECIFICATION LANGUAGE GUIDELINES

ITEM	DON'T USE	USE INSTEAD	COMMENTS
c.	In other than the section on painting, "Clean the _____ in preparation for painting."	Include complete instructions for cleaning in the section on preparation for painting in the Painting section.	Don't try to divide work between subcontractors. See 1.m in this table.
d.	General cleanup	None. Add specific cleaning instructions where VCSS doesn't cover.	VCSS Sections 7-8.1 and 7-8.8 cover this adequately.
7. MISCELLANEOUS			
a.	"... as approved in advance of bidding by the Engineer."	Nothing.	The County gives all information concerning the project in the Plans & Specifications or in written Addenda. Also see VCSS Section 4-1.6 on approval of "Equals".
b.	"Submit 8 copies of shop drawings for all work covered by this section."	"Submit shop drawings per VCSS Subsection 2-5.3 for the following items: _____"	Don't repeat requirements of 2-5.3 unless a change is required and is really needed, then say what is being changed.
c.	Guarantees for one year or less.	None. Add text for extended guaranties in excess of one year as necessary.	See VCSS Section 6-8.3
d.	"Coordinate with other trades."	"Install ____*____ first." or "Install ____*____ after installing ____*____." * Specify items of work, not trades involved.	Specifications are instructions to the Contractor, who must coordinate all work. Give specific instruction that are needed.
e.	"Perform all grading per Soils Report."	Designer must read soils report and write imperative specifications as to how the earthwork is to be performed. Don't just copy the report into the specifications or append it to them.	Soils reports contain recommendations not directions to a contractor. It is not desirable to have additional document not prepared in specification language referred to and made part of the specifications.
f.	Construction or installation techniques.	Performance requirements, unless inspection of completed work will not disclose deficiencies.	Materials, such as concrete, require both manufacturing and performance specifications. Don't use prescriptive specifications where not needed to insure desired end result.

FIGURE 3.5-3 DOCUMENTATION OF LIQUIDATED DAMAGES AMOUNT

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

PROJECT NAME _____

SPEC NO. _____

1. Amount of liquidated damages (LDs) should include the following as applicable.

Use a separate sheet to make and explain computation that exceed the available space:

- a. Agency personnel.** PM _____ hrs./day @ \$_____/hr = \$_____/day
Inspector(s) _____ hrs./day @ \$_____/hr = \$_____/day
Other Personnel _____ hrs./day @ \$_____/hr = \$_____/day
Total Agency Personnel = \$_____/day

- b. Rental, Rights of Way & Other Continuing Agency Costs.** \$_____/day.

Basis for amount _____

- c. Cost to Others of delayed performance.** \$_____/day.

Contact any other agency or party that is involved in project funding to determine if they may experience financial loss due to delays in project completion. This form may be furnished to them to assist them in determining their damages. The sum of the amounts so determined from each agency and other party should be evaluated and, if reasonable, entered above ☐ See attached sheet(s) for computations.

d. Loss of Use of Facility.

The valuation of damages resulting from the loss of use of the completed facility is \$_____/day based on the lesser of fair market rental or debt service cost:

Fair market rental value of the completed facility is \$_____/day.

The debt service (principle & interest) allocated to the project is \$_____/day.

☐ See attached Fiscal Services memo.

- e. Accelerated Schedule.** When allowed contract time is so short that more than a 40 hour work week is required to complete the work, the daily LDs should be increased. The increase over the LDs computed above can be computed as follows:

$$\text{Increase in Daily LDs} = \frac{\text{Estimated Extra Construction Cost for Accelerating the Schedule}}{(\text{Days for Normal Schedule}) - (\text{Days for Accelerated Schedule})}$$

In estimating extra costs, consider: premium pay rates, subsistence for imported labor, equipment maintenance interfering with work and at premium pay, availability of specialty subcontractors, lower production rates during overtime and night work, job site lighting, higher delivery prices of PCC & AC outside normal hours, lack of superintendence at night or need for multiple superintendents, plus OH & P on all of these.

\$_____/day increase. ☐ See attached sheet(s) for computations.

- f. Consequences of late performance on grant funding or other third party agreements.** If this might result in a cancellation of the grant or other major loss to the Agency, consider a special clause that would activate contract cancellation or another remedy.

Is this a factor that must be considered? ☐ Yes ☐ No

Amount to be included is \$_____/day. ☐ This has been discuss with County Counsel.

2. Total Liquidated Damages (1a. to 1f.) \$_____/day.

Project Manager

Date

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4.0 CONSULTANT SERVICES

The Board of Supervisors adopted by Resolutions the County's "Policy on Contracting for Professional Consulting Services" (REF⁵Glossary). References to the current policy resolution appear throughout Sections 4.0 through 4.7 of this Manual. All Resolutions begin by defining that the need for contracting with consulting professionals occurs only when one or more of the following situations exists:

- (1) Specialized skills, experience or ability is required which is not possessed by County staff members available for assignment to the work.
- (2) Specialized equipment or facilities are needed that are not available for assignment to the work.
- (3) The current level of County staffing is insufficient to meet temporary increases in the workload. (The Agency also defines this as an Agency workload that precludes the staff from being able to complete the job within the time allowed.)

The Public Works Agency uses consulting Architects and/or Engineers on almost all projects managed by ESD and selected projects managed by the other departments.

In general, all the duties of the PM described in this Manual for "in-house-designed" projects are applicable to Architect- and Engineer- designed (A&E-designed) projects except as otherwise noted in Section 4.7 in this Manual. (See also PPPM Section 1.1.2.)

The Agency contracts from time to time with professionals other than A&E consultants; e.g., photogrammetric surveys are used for most topographic surveys except those for very small areas. Consultants are also used to supplement the staff for routine services. The County cannot contract with individuals to perform work in County offices under County staff direction or supervision. Such services can be contracted for through temporary help corporations or by hiring the person as an extra help County employee. See **SUPPLEMENT 4.0-1** to determine if the County can properly contract with a person for services as an independent contractor

If via a discussion with the DD whose staff would normally perform a given service, the PM concludes that the situation described above in (3) exists, the PM shall make a determination that a consultant is needed.

There are seven major PPPM topic sections pertaining to consultant services. Section 4.1 is an overview checklist. Section 4.2 contains the Board Resolution/County policies that apply to Public Works. Sections 4.3 through 4.7 are specific Agency procedures derived from these Board/County policies.

The specific consultant service topic sections are as follows:

- 4.1 Consultant Services Processing Overview-Checklist
- 4.2 County and Public Works Agency General Policies
- 4.3 Consultant Selection Procedures
- 4.4 Estimate of Cost/Fee Negotiation
- 4.5 Consultant Contract Processing Procedures
- 4.6 Consultant Contract Administration Procedures
- 4.7 Class II (Annual) Contract Administration Procedures

SUPPLEMENT 4.0-1 EXCERPTS (EDITED) FROM IRS PUBLICATION 15-A (January 2006)

1. Misclassification of Employees

Consequences of treating an employee as an independent contractor. If you classify an employee as an independent contractor and you have no reasonable basis for doing so, you may be held liable for employment taxes for that worker.

2. Who Are Employees?

Before you can know how to treat payments you make for services, you must first know the business relationship that exists between you and the person performing the services. The person performing the services may be—

- An independent contractor.
- A common-law employee.
- A statutory employee.
- A statutory nonemployee.

If an individual who works for you is not an employee under the common-law rules, you generally do not have to withhold Federal income tax from that individual's pay.

3. Independent Contractors

People such as lawyers, contractors, subcontractors, public stenographers, and auctioneers who follow an independent trade, business, or profession in which they offer their services to the public, are generally not employees. However, whether such people are employees or independent contractors depends on the facts in each case. The general rule is that an individual is an independent contractor if you, the payer, have the right to control or direct only the result of the work and not the means and methods of accomplishing the result.

4. Common-Law Employees

Under common-law rules, anyone who performs services for you is your employee if you can control what will be done and how it will be done. This is so even when you give the employee freedom of action. What matters is that you have the right to control the details of how the services are performed.

If you have an employer-employee relationship, it makes no difference how it is labeled. The **substance** of the relationship, **not the label**, governs the worker's status. Nor does it matter whether the individual is employed full time or part time.

For employment tax purposes, no distinction is made between classes of employees. Superintendents, managers, and other supervisory personnel are all employees.

You generally have to withhold and pay income, social security, and Medicare taxes on wages you pay to common-law employees.

Leased employees. Under certain circumstances, a corporation furnishing workers to various professional people and firms is the employer of those workers for employment tax purposes. For example, a professional service corporation may provide the services of secretaries, nurses, and other similarly trained workers to its subscribers.

The service corporation enters into contracts with the subscribers under which the subscribers specify the services to be provided and the fee to be paid to the service corporation for each individual furnished. The service corporation has the right to control and direct the worker's services for the subscriber, including the right to discharge or reassign the worker. The service corporation hires the workers, controls the payment of their wages, provides them with unemployment insurance and other benefits, and is the employer for employment tax purposes.

4.0 CONSULTANT SERVICES

4.1 CONSULTANT SERVICES PROCESSING OVERVIEW - CHECKLIST

The following are specified steps for obtaining consultant services; procedures are in PPPM Sections 4.2 - 4.6. The step sequence is as follows:

- (1) DD-ESD receives a request from the PM to obtain a consultant.
- (2) DD-ESD reviews the Federal SF330 forms for local firms with the necessary expertise; request forms from additional firms as needed. Consider out-of-County consultants if local firms are not available. (See **Section 4.2.1.**)
- (3) DD-ESD sets up a Selection Committee. (See **Section 4.3.1.**)
- (4) Selection Committee reviews the SF330 forms and makes a list of firms to be interviewed. (See **Section 4.3.**)
- (5)* Selection Committee sends the list via DD-ESD to the DPWA for approval.
- (6)* PM contacts the Consultants on the approved list by phone or mail to set up interviews.
- (7)* Selection Committee interviews and ranks the consultant firms on the approved list. (See **Section 4.3.**)
- (8) Selection Committee sends the ranked list via DD-ESD to the DPWA for approval.
- (9) PM will inform Consultant candidates of the selection.
- (10) PM and consultant agree on the scope of work.
- (11) PM requests consultant to submit a proposal to DD-ESD.
- (12) PM prepares an estimate of the consultant's fee and furnishes it to DD-ESD prior to Consultant submitting a proposal.
- (13) Consultant submits a proposal to DD-ESD.
- (14) DD-ESD compares Consultant's proposal to the PM's approved estimate. If the proposal is for more than the approved estimate, the staff attempts to negotiate the price downward. (See **Section 4.4.2.**) If the consultant's final offer is more than 5% above the approved estimate, the proposal and estimate are discussed with DD-ESD to determine if negotiations should be terminated and if the next consultant on the approved selection list should be requested to submit a proposal.
If the proposal is for more than 20% below the approved estimate, the estimate is rechecked. If no correction is indicated, the proposal and estimate are discussed with the DD-ESD.
- (15) When an agreement on the scope of work and the fee is reached and approved by the DD-ESD, a contract is prepared along with a Board letter, if required. (See PPPM Section 4.5.)
- (16) DD-ESD sends the contract to the DPWA for approval before having the consultant sign it. (See **Section 4.5.3.**)
- (17) DD-ESD processes the contract as Deputy Purchasing Agent (DPA) or sends it to the Board of Supervisors, as required. (See **Section 4.2.7.**)

* These steps may be omitted when interviews for similar work have been held within the past year and the services desired are of a routine nature, or the project is small.

NOTE: The same sequence of steps applies for generating Work Orders for Class II (Annual) Contracts, except for the following:

- Steps 2, 3, 7 and 8 above are omitted, and
- Steps 15, 16 and 17 are modified to fit the annual contract needs.

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4.0 CONSULTANT SERVICES

4.2 COUNTY AND PUBLIC WORKS AGENCY GENERAL POLICIES

In summary, the Board of Supervisors' policy (REF⁵Glossary) is to use Architects, Engineers and other consulting professionals who maintain a fully staffed office in Ventura County. That policy is operative when it does not result in unreasonable delay to the job nor entail the employment of professionals who lack the appropriate qualifications.

Furthermore, as derived from Board policy, it is the DPWA's policy to deal with all consulting professionals in a dignified manner according to the ethics and recommendations of their respective professional societies. When necessary, that policy may be modified as described in PPPM §4.2.2.

PPPM §4.2.1 through §4.2.7 contain the details of the Board's (i.e., the County's) policies with regard to dealing with consulting professionals.

Any contracts that are not made in accordance with the Board Policy (REF⁵Glossary) must comply with the County Counsel's requirements contained in Section VI of the County Administrative Manual available @ vcweb/ceo/administration/contents.htm.

4.2.1 Local Preference

The use of local consultants will reduce travel and communications costs and encourage local enterprise. Therefore, in the selections 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.

4.2.2 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.

4.2.3 Consultant Selection Policy

4.2.3.1 Developing Consultant Lists

Consultants interested in performing work for the County shall be requested to complete a form listing their qualifications and experience. These forms will be kept on file and be reviewed when forming a list of consultants to be considered for a particular contract.

4.2.3.2 Forming a Selection Committee

A Selection Committee will be formed to select a consultant for each contract. Depending upon 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 the DPWA and the PM. Others shall be added to the Committee with increasing job size and importance; they shall be drawn from the following:

- County executive Officer's (CEO's) Capital Projects Coordinator
- Budgeting agency Head or representative
- User agency Head or representative
- Staff technical specialists
- Others, as requested by the Board, the CEO or the DPWA

4.2.3.3 Duties of the Selection Committee

The Selection Committee shall consider the firms available and prepare a list of three or more for further review. The consultant shall be selected following interviews of all consultants on the Committee's list. For minor projects and services to carry out general county functions, selection may be made as described above or may be based upon the results of previous interviews and performance reports.

Fee proposals are not requested from the consultants until the selection has been made. Certain services may use competitive proposals, such as for photogrammetry, where professional judgement is not involved in providing the service, and when specifications can be prepared.

The Selection Committee shall report in writing to the DPWA the consultants' names, together with a ranking in order of preference of the three consultants deemed most qualified for the work.

4.2.4 Professional Service Fee Policy

Prior to requesting a fee/proposal from the consultant, the PM and the consultant shall prepare a scope of the work (services) to be performed. Based on that scope of work, the PM shall estimate the cost for performing the requested services. That estimate shall be a guide for the Selection Committee in negotiating a fee with the consultant. When the consultant has submitted a written fee proposal, this will be compared with the County's estimate of a reasonable fee. (Also see PPPM §4.2.3.3 regarding the use of competitive proposals.)

If the Consultant's proposal and the PM's estimate are reasonably equivalent, no further negotiation need be conducted. 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 any further negotiation with the first consultant.

4.2.5 Contract Preparation Policy

Contract law require consent by the parties that is Free, Mutual and Communicated to each other. Consideration is also required.

PM shall make sure that Consultant has a copy of the Consultant's Guide (available from PWA Web Site) as the contract form refers to it and makes it part of the contract. The standard contract terms in Form ES-150 or ES-151 should be discussed with the consultant. Insurance coverage amounts must be established.

PM prepares a preliminary Scope of Work (Exhibit A **PPPM Table 4.5-1**) to be used in negotiating with the Consultant on the final draft of Exhibit A.

After agreement is reached on Exhibit A, Performance Time (Exhibit B) and Contract Cost and Payment Schedule (Exhibit C) shall be negotiated and prepared. Samples of Exhibits A, B & C for building projects and an outline of for other types of projects are available in the Consultant's Guide.

The Contract shall be prepared based on the Exhibits agreed upon with the consultant and made a part of the proper standard contract form (Form ES-150 or ES-151) approved by County Counsel. Do not include the Consultant's proposal as an exhibit to the contract. Include any information agreed upon as part of the Exhibits.

No changes in the standard forms are to be made unless the forms are modified for all future work and approved by DD-ESD and County Counsel.

4.2.6 Types of Consultant Contracts

The duties and responsibilities in contracting for, and administering of, professional consulting services contracts depend upon the type of work and the class of the contract. Contract classes are defined immediately below; the approval authority is delineated in PPPM §4.2.7, **Table 4.2-1**.

If any question arises as to the authority delegated to the DPWA by the Board, by the DPWA to DDs or by the Purchasing Agent to Deputy Purchasing Agents, the full text of the resolution REF⑤Glossary, the current Purchasing Agent Ordinance (REF⑥Glossary) and written delegations of the DPWA and the Purchasing Agent should be consulted.

Splitting consulting services into multiple contracts and/or annual contract work orders to avoid limitations set in the resolution is not permitted. Consideration shall also be given to reasonably foreseeable follow on contracts or work orders, the sum of which could result in exceeding the limitations.

Class IA Contracts for planning construction projects not yet approved by the Board, where the professional fee for all consulting services contracts and annual contract work orders during the current fiscal year pertaining to the project is \$35,000 or less.

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 \$100,000 or less. (Note resolution ties amount to the Purchasing Agent Ordinance (REF⑥Glossary), as amended from time to time.)

Board's approval of a project to qualify a project as Class IB, may be either a specific Board action concerning the project, Board approval of an environmental document concerning the project, or Board 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 in the resolution.

Class II Contracts for services on an annual basis with actual work to be authorized by individual Work Order which are subject to the limitations for Classes IA and IB. (See PPPM §4.2.7 & §4.7)

Class III Contracts for services not falling into Classes IA, IB or II.

4.2.7 Contract Approval/Administration Authority

The Board has delegated to the DPWA contract approval and modification authority as shown in **Table 4.2-1**. The DPWA has delegated the same authority to DDs. Note that certain authorities require designation as a Deputy Purchasing Agent. Only DPWA, DD-CSD and DD-ESD have been so designated.

The Board also delegated to the DPWA the authority, for all contracts, to approve extensions of time and to make final acceptance of the contract work. The DPWA has not delegated these actions to the DDs.

TABLE 4.2-1 CONSULTANT SERVICES CONTRACTS DELEGATED AUTHORITY	
Bases of Authority: Board Orders REF⑤ Glossary and DPWA's delegation. See PPPM §4.2.6 and PPPM Figure 4.5-2	
CONTRACT CLASS	DELEGATED AUTHORITY TO APPROVE & SIGN
ORIGINAL CONTRACT APPROVAL	
Class IA	DPA , when authorized by cognizant DD. For planning or design of projects not yet approved by Board. \$35,000 Maximum fee.
Class IB	DPA , when authorized by cognizant DD. Limited to services: 1. Not involving projects but including general County functions, or 2. For Board approved projects. \$100,000 Maximum fee.
Class II	DPWA executes Board approved contracts. For Work Orders approval authority see bottom of this Table.
Class III	DPWA executes contracts when approved by Board.
MODIFICATIONS (MODs) Approval	
Class IA	DPA who signed original contract executes MODs provided total contract including MODs does not exceed \$35,000.
Class IB	DPA who signed original contract executes MODs provided total contract including MODs does not exceed \$100,000.
Class II	None allowed.
Class III	DPWA (or acting) executes MOD if it does not exceed the greater of 10% of Board approved contract amount or \$25,000, and the net sum of all MODs, not approved by Board, does not exceed the greater of \$100,000 or 25% of the contract price. Board may be requested to confirm previously approved MODs to provide additional authority.
DPA:	A Deputy Purchasing Agent, either in PWA or GSA. DPA in PWA are the DPWA, DD-CSD and DD-ESD. An Acting DPWA without DPA authority and Acting DDs, may not execute contracts.
Need:	Before executing a contract or work order for services that could be performed by Staff, DD must check with the Division Head of the PW Division that performs the needed type of service to see if they can perform the service in a timely manner.
MOD Execution:	MODs must be signed by the same person (or duly appointed alternate) that executed the original contract or by DPWA or acting.
WORK ORDER APPROVAL FOR CLASS II CONTRACTS See PPPM §4.2.6 and Figure 4.5-2	
Class IA Limitations	DD or as provided in the Annual Contract. For planning or design of projects not yet approved by Board. \$35,000 Maximum fee
Class IB Limitations	DD or as provided in the Annual Contract. Limited to services: 1. Not involving projects but including general County functions, or 2. For Board approved projects. \$100,000 Maximum fee.
Modification:	Work Orders may not be modified, but a new Work Order may be issued. Multiple Work Orders shall not be used to exceed limitations of delegation.

4.0 CONSULTANT SERVICES

4.3 CONSULTANT SELECTION PROCEDURES

For services that will probably require a Class III contract or where services are for project design, the following procedure shall be followed. The PM who has determined that consulting services are needed will prepare the request to employ a consultant. The request includes a description of the project, the scope of consulting work required, and the project funding data. The request shall be directed to the DD-ESD.

A list of apparently qualified consultants shall be prepared by Engineering Services from the file of Federal SF330 forms as well as from any other available sources. Usually three to five consultants from the list will be selected for interview by the PM. The PM's list of those to be interviewed shall be submitted to the cognizant DD (PWA) for approval using the Consultant Candidate Evaluation List Approval form shown in PPPM **Figure 4.3-1**. Interviews may be conducted by the Selection Committee, as described in PPPM **§4.3.1**, or in some cases via telephone, as explained in PPPM **§4.3.2**.

For services that meet the limitations for a Class I contract, the form in **Figure 4.5-4** may be submitted in place of the series of forms consisting of **Figures 4.3-1, 4.3-2 and 4.5-1** and addressed to the DD-ESD..

Where State or Federal funds are involved, determine if any specific State or Federal rules apply to the consultant selection process.

4.3.1 Selection Committee

A Selection Committee shall be formed consisting of the following:

- DD-ESD or representative
- PM
- Financing Agency representative (for non-Public Works financed projects)
- User Agency representative (for building projects)
- Staff specialists (when retaining specialized consultants)
- Others as requested by CEO or DPWA

The Selection Committee's interviews of consultants shall be held either in the consultant's office or in the County offices. Consultants will be requested to furnish certificates showing their current insurance coverage. If additional coverage (or an endorsement) is needed, these should be discussed during the interview.

When the interviews are completed, the Selection Committee will rank the consultants and make a confidential report of findings to the DPWA for approval to negotiate a contract. The Committee's report, with its ranked list, will be submitted on the Consultant Candidate Evaluation and Ranking Approval form shown in PPPM **Figure 4.3-2**.

After the selection has been approved, the firms not selected will be notified of the firm chosen but will not be told the order of any other firms on the list.

4.3.2 Telephone Interviews

When consultants on the list to be interviewed have been interviewed for other work within the past two years, and if the project is not unusual, interviews may be conducted as brief telephone contacts by the Chair of the Selection Committee. This contact is to determine mainly if the consultant is available and interested in working on the project, as well as to discover if any minor changes have occurred in the consultant's organization. Reports to the DPWA shall be made as provided in PPPM **§4.3.1**.

4.3.3 Interview Suggestions

Most consultants have a set interview procedure that showcases their firm's staff and some of the more notable projects in which they have been involved. By the time the firms are on the list for interview, this information has already been gleaned from SF330 and from consultant brochures.

It is suggested that consultants, to be interviewed for design type projects, be requested to bring with them copies of plans and specifications prepared by them for two similar type and size projects, and be prepared to discuss them in a question and answer mode.

For non-design projects, preliminary and final reports or other similar submissions should be substituted for plans and specifications.

Except where the esthetics of the project are important, pictures and renderings are of little value.

It is important to request that the consultant's staff member (CSM) that will be working directly with the county's PM be at the interview. The CSM should be questioned in the interview to make sure that county staff can work satisfactorily with the CSM as well as the Principal of the firm. It may be desirable in some cases to indicate in the interview that, if a contract is entered into, the CSM will not be changed while in consultant's employment, except by mutual consent or at the request of the county for cause.

Interview questions should be planned ahead and discussed with the selection committee. However, this should not inhibit ad hoc questioning by the selection committee made desirable by events occurring during the interview. Apparent weakness, as well as strengths, of the consultant should be probed.

For projects involving other county agencies, it is important that they are going to be able to work with the consultant and the CSM through the PWA PM.

While the County policy to use firms with offices in Ventura County, whenever practicable, was originally established to promote local business, it has several added advantages to the project, namely:

- a. Less expense for project site visits by consultant and liaison with consultant.
- b. Expeditious response to construction problems.
- c. Quality of work in local community is a concern of consultant.
- d. Reputation of consultant and performance on previous projects can be more reliably determined.
- e. Local conditions, codes, and County procedures are usually known by consultant. This knowledge can be probed during interview.

FIGURE 4.3-1 CONSULTANT CANDIDATE EVALUATION LIST APPROVAL

Use form download from Intranet @ <http://vcpwapm/>, click on Downloads.

COUNTY OF VENTURA PUBLIC WORKS AGENCY MEMORANDUM

Date:		
To:	[PM's Dept Director], Director - Select PM's Department	Approved: _____
From:	[name], Project Manager	
Via:	[name], Deputy Director	

Subj: CONSULTANT CANDIDATE EVALUATION LIST APPROVAL (Form 4.3-1)

1. General Contract Information

- a. Contract Title: _____
- b. Primary Project Number: _____
- c. Est. Contract Amount: _____ Est. Construction Project Amount: _____

2. Description of Services Needed:

[Provide a brief narrative sufficient to describe the services needed to someone not familiar with the project.]

3. Evaluation Committee and Method

The following individuals will participate in the evaluation process:

Name	Title	Agency/Department
[name]	Project Manager	Select PM's Department

The following evaluation methods are planned to be used: Informal with interviews conducted by phone.

4. Consultants Selected for Evaluation

The following sources were used to develop the list of consultants to be evaluated shown below.

☐ Request for Qualifications ☐ ESD information of file ☐ Previous Experience ☐ Other

Consultants to be Evaluated	City	ID#

5. Special Considerations/Sole Source Justification: (as applicable)

None.

FIGURE 4.3-2 CONSULTANT CANDIDATE EVALUATION AND RANKING APPROVAL

Use form download from Intranet @ <http://vcpwapm/>, click on Downloads.

COUNTY OF VENTURA PUBLIC WORKS AGENCY MEMORANDUM

Date:		
To:	[PM's Dept Director], Director - Select PM's Department	Approved: _____
From:	[name], Project Manager	
Via:	[name], Deputy Director	

Subj: CONSULTANT CANDIDATE EVALUATION AND RANKING APPROVAL (Form 4.3-2)

1. General Information

- a. Project Title: _____
- b. Project Description: _____
- c. Project Number: _____
- d. Est. Contract Amount: _____ Est. Construction Project Amount: _____

2. Date Candidate Evaluation List was approved: _____

3. Evaluation Committee and Method

The following individuals participated in the evaluation process:

Name	Title	Agency/Department
[name]	Project Manager	Select PM's Department

The following evaluation methods are planned to be used: Informal with interviews conducted by phone.

4. Consultants Selected for Evaluation

The list below contains the top consultants evaluated in ranked order not to exceed three consultants. This list may not contain all of the consultants evaluated and only includes those consultants considered by the evaluation committee as best qualified to provide the services required for this project. This list may be used for the selection of a consultant to provide similar services on a similar project for a period of up to one year from the date of this memorandum.

Consultants Evaluated in Ranked Order	City	ID#
1.		
2.		
3.		

5. Summary of Evaluation (explain why if a firm outside of Ventura County was ranked #1)

[Provide a brief summary of how the evaluation was conducted and the basis for the final ranking. A person not familiar with the project should be able to understand how the final ranking was determined.]

6. Attachments:

None.

4.0 CONSULTANT SERVICES

4.4 ESTIMATE OF COST/FEE NEGOTIATION

4.4.1 Project Manager's Estimate of Consulting Services Contract Cost

The PM shall prepare an estimate of the cost for performing the services requested. This estimate will be used as a guide by the Selection Committee in negotiating a fee with the consultant. When the consultant has submitted a written fee proposal, this will be compared to the County's estimate of a fair fee. If these are in reasonable agreement, no further negotiation need be made. (See PPPM **§4.1** and **§4.2.4**.)

4.4.2 Fee Proposal Negotiation Procedure

If the PM's estimate and the fee proposal amounts are not in reasonable agreement, the candidate consultant should be requested to appear for a negotiating session with the Selection Committee. The cost of any required additional insurance shall be considered in the fee negotiations. If the consultant and the Committee fail to arrive at a mutually acceptable fee, negotiations shall be discontinued and the next highest ranked consultant on the list shall be contacted. This second consultant shall be informed that negotiations have ended with the first candidate consultant, and shall be invited to submit a proposal. In no case should further negotiations on this project be made with the first consultant.

In negotiating the scope and fee of any Architectural, Engineering, or other consulting professionals services contract that involves subcontracting part of the work, the subcontracting professional also may be included in the negotiations. The scope of any subcontract should be reviewed for acceptability to the County.

If soils, geology or surveying or other specialty where PWA has staff expertise, is involved in the consulting services contract, the Agency's specialists from ESD-Development Division, ESD-County Surveyor Division, or other appropriate specialist, should also be included in the negotiations.

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4.0 CONSULTANT SERVICES

4.5 CONSULTANT CONTRACT PROCESSING PROCEDURES

4.5.1 Contract preparation

After the consultant selection and fee negotiation phases are finished, the ESD-CT is furnished a copy of the consultant's proposal. The ESD-CT prepares the consulting services contract (numbered as AE-fy-nn) based upon the following information supplied by the PM:

- (1) Complete name of project, project number, name of PM, and funding source(s).
- (2) Name and address of consultant and the consultant's professional license number and type, as applicable.
- (3) The type of contract form to be used (i.e., design or non-design work), and for whose approval (Board or DPA) the contract should be prepared.
- (4) Exhibits A (scope of work), B (Performance Time & schedule) and C (Fee and payment schedule). The exhibits should be based on the guidelines set forth in PPPM **Table 4.5-1** and Consultant's Guide to Ventura County Procedures, Appendix 3 .

4.5.2 Contract Form and Exhibits

PM determines the contract class based on PPPM **§4.2.6** and PPPM **Table 4.2-1**. PPPM **Figure 4.5-2A**, is a decision tree keyed to the applicable references in PPPM **§4.2.6** to assist in applying Board Resolution/County policy.

PM will prepare a **Consultant Contract Request and Approval** form using **PPPM Figure 4.5-1** for a **Class III** or **PPPM Figure 4.5-4** for a **Class I**, together with the **PPPM Figure 4.5-2** (Exhibit A Scope of Work, Exhibit B Time Schedule, and Exhibit C Fees and Payment). The exhibits should be based on the guidelines set forth in PPPM **Table 4.5-1**. ESD-CT will prepare the contract that incorporates these exhibits. For major project design contracts, there is a suggested format for the exhibits included in the "Consultant's Guide to Ventura County Procedures."

The contract either must be on a standard, County Counsel-reviewed form, or it must have been approved by the County Counsel as to form. If revenue sharing or other Federal or State money will or may be used for design or construction of the project, prepare any special conditions required by the Federal or State agency providing the funding.

4.5.3 Contract Approval

The Request and Approval form is sent to the DD-ESD via DD-CSD.

If the contract must go to the Board for approval, after Agency approval of the scope and fee:

- (1) Using information supplied by the PM, the ESD-CT will prepare a Board letter requesting contract approval.
- (2) After Board approval, the fully executed contract is transmitted to the consultant with the Notice to Proceed by ESD-CT.
- (3) A copy of the Notice to Proceed is also sent to the project file and the PM. Another copy is retained in the ESD-CT file.

If the contract is within DPA authority (\$100,000 or less), ESD-CT will:

- (1) The contract is transmitted to the consultant along with the Notice to Proceed, with instructions for the consultant to sign a copy of the contract and return same before any funds will be encumbered.
- (2) After the signed contract is returned, a memo to the Auditor-Controller's office is prepared with a request to encumber funds. Copies are distributed to the Auditor-Controller, Cost Accounting, Funding Unit, and the A&E (Consultant) files.

TABLE 4.5-1 CONTENTS OF EXHIBITS FOR CONSULTANT SERVICES CONTRACTS
Use FIGURE 4.5-2 to prepare Exhibits A, B & C
<p style="text-align: center;"><u>Exhibit A</u></p> <p>Description of project. Scope of services to be provided. Any changes needed in the basic contract form. Discuss changes DD-ESD and County Counsel before incorporating into the contract. Special consideration or requirements. Work or services to be done by County staff to support consultant. Work or services to be done by separate consultants under direct contract to County to support this consultant. Subconsultants required to be employed either by type or name.</p>
<p style="text-align: center;"><u>Exhibit B</u></p> <p>Time for performance of entire contract and critical intermediate stages. Generally referred to time after the Notice to Proceed is issued. Statement concerning time required for review by outside agencies or other anticipated delays beyond the control of either party as being a cause for suspension of contract time.</p>
<p style="text-align: center;"><u>Exhibit C</u></p> <p>For lump sum contracts: Lump sum amount of contract. (Lump sum amount is paid when all work is completed, regardless of amount of effort required by consultant.)</p> <p>For time-and-materials basis contracts: Maximum fee without written modification of the contract. (Used when the scope is indefinite. Consultant is to stop work when billing would exceed the maximum. Modification of contract is required to exceed the maximum.) Hourly rates by personnel class. How expenses are to be paid. (Most expenses should be considered included in the hourly rates. Items that may be paid separately include: Agency requested out of county travel; soil investigations; printing costs for additional copies requested by Agency; and similar large indeterminate items.) Require monthly submission of time sheets and invoices. If cost-plus-fixed-fee is used, amount of fixed fee and basis for payment of fixed fee.</p> <p>Both above types of contracts: Basis for progress payments. Limits on progress payments before specified stages of completion. May provide for adjustment of charges if Agency delays consultant beyond a specified date. (Usually six months to a year after expected completion).</p>

FIGURE 4.5-1(1) CONSULTANT CONTRACT CLASS III REQUEST AND APPROVAL

**NOTE: This form must be preceded by an approved form Figure 4.3-2.
See Figure 4.5-4 for Class I contracts when Figure 4.3-2 has not been used.**

MEMORANDUM

Date: <input type="text"/>	Submit/Approval Date
To: Director, Engineering Services Department	<input type="text"/>
Via: Director, Central Services Department	<input type="text"/>
From: <input type="text"/>	<input type="text"/>

**Subj: CONSULTANT CONTRACT CLASS III REQUEST AND APPROVAL
(Form 4.5-1)**

1. General Information

- a. Contract Title:
- b. Supervisory District(s), check all that apply: ☐ 1 ☐ 2 ☐ 3 ☐
4 ☐ 5

2. Date Consultant Evaluation and Ranking (Form 4.3-2) was approved:

- a. Consultant's Name: , Address: , City: , State: CA,
ESD ID#:
- b. Consultant's Contracting Point of Contact: , phone:
email:

3. Description of Project and Services

[Provide a brief narrative sufficient to describe the services needed to someone not familiar with the project.]

4. Other Contracts or Work Orders for Similar Services on this Project

Listed below are all contracts and work orders for this project separated by similar services within the past 12 months and all other contracts and work orders. This list may not include all contracts and work orders for long duration projects (greater than 24 months). If the Total Amount for this Project shown in color below is more than \$100,000 then this contract must be approved by the Board.

Date	AE/WO#	Consultant	Services	
			Similar w/in 12 Mo	All Others
Sub Totals =			\$0	\$0
Total Amount of this Contract =				DPA
Total Amount for Similar Services on this Project =			\$0	APPROVED
Grand Total of all Services for this Project =				\$0

Download form from Intranet @ <http://vcpwpm/>, click on Downloads.

FIGURE 4.5-1(2) CONSULTANT CONTRACT CLASS III REQUEST AND APPROVAL

5. Fees and Justification

Item	Amount	Comments
Consultant's Proposal		
PM's Original Estimate		
PM's Revised Estimate		
Negotiated Amount		
Extra Services		0.0% of Basic Services
Total Contract Value	\$ 0.00	

6. Summary of Negotiations

[Provide a brief summary of the negotiations. Include how they were conducted, major items discussed, adjustments made by the consultant and/or PM, and how the final agreed upon amount was reached. A person not familiar with the project should be able to understand how the negotiations were conducted and final agreement reached.]

7. Contract Information

a. AE Contract Number: AE

b. Contract Classification

Class	Justification (see PPPM Figure 4.5-2)	Approval
<input type="checkbox"/> IA	Contract for planning or design of a project not approved by the Board where the contract fee is \$35,000 or less.	DPA
<input type="checkbox"/> IB	Contract for services related to the planning or design of a project which has been approved by the Board by the following action (must complete one of the items below) and where the contract fee \$100,000 or less: (1) This project is included by name in the FY approved final budget and is listed	DPA
	by name on page	
	(2) This project was specifically approved by the Board on as agenda item	
	(3) An environmental document for this project was approved by the Board on as agenda item	
<input type="checkbox"/> IB	Contract for services not related to the planning or design of a project where the contract fee is \$100,000 or less.	DPA
<input type="checkbox"/> III	All other contracts. Draft Board letter must be attached to this memo.	Board

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

FIGURE 4.5-1(3) CONSULTANT CONTRACT CLASS III REQUEST AND APPROVAL

- c. This contract **DOES NOT** include design services.
- d. Payment Type(s) Used: ☐ Lump Sum ☐ T & M – Guaranteed Price
☐ T & M – Maximum Fee
- e. Contracting Agency: **County of Ventura**, (if Other, specify).
- f. Accounting Information and Funds Availability Certification by Central Services

Project	Fund	Agency	Org	Activity	Object	Amount	CSD Cert
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

0

8. Attachments:

- a. ☐ Approved AE Consultant Evaluation Request (PPPM 4.3-1)
- b. ☐ Approved AE Consultant Selection Request (PPPM 4.3-2)
- c. ☐ Exhibits A, B, and C
- d. ☐ Consultant's Proposal
- e. ☐ Project Manager's Estimate
- f. ☐ Draft Board Letter (Class III contracts)

9. Engineering Services Contracts Technician (ESD CT) Checks:

- a. Debarment and Excluded Parties Checks
- ☐ The consultant identified in Section 1 above is not listed on the California Division of Labor Standards Debarment List which was checked on _____ by _____.
- ☐ The consultant identified in Section 1 above is not listed on the Federal Excluded Parties List which was checked on _____ by _____.
- b. Consultant Information
- Vendor ID Number: _____
- CA Registration/License Profession _____, Number _____
- c. The Board Letter (if required) matches the contract documents.
- ☐ Amount for Basic and Extra Services
- ☐ Project funding information

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

FIGURE 4.5-2(1) CONSULTANT CONTRACT EXHIBITS A, B & C

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.

FIGURE 4.5-2(2) CONSULTANT CONTRACT EXHIBITS A, B & C

- 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

FIGURE 4.5-2(3) CONSULTANT CONTRACT EXHIBITS A, B & C

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.

FIGURE 4.5-2(4) CONSULTANT CONTRACT EXHIBITS A, B & C

[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.

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.

FIGURE 4.5-2(5) CONSULTANT CONTRACT EXHIBITS A, B & C

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.

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.]

FIGURE 4.5-2(6) CONSULTANT CONTRACT EXHIBITS A, B & C

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
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

FIGURE 4.5-2(7) CONSULTANT CONTRACT EXHIBITS A, B & C

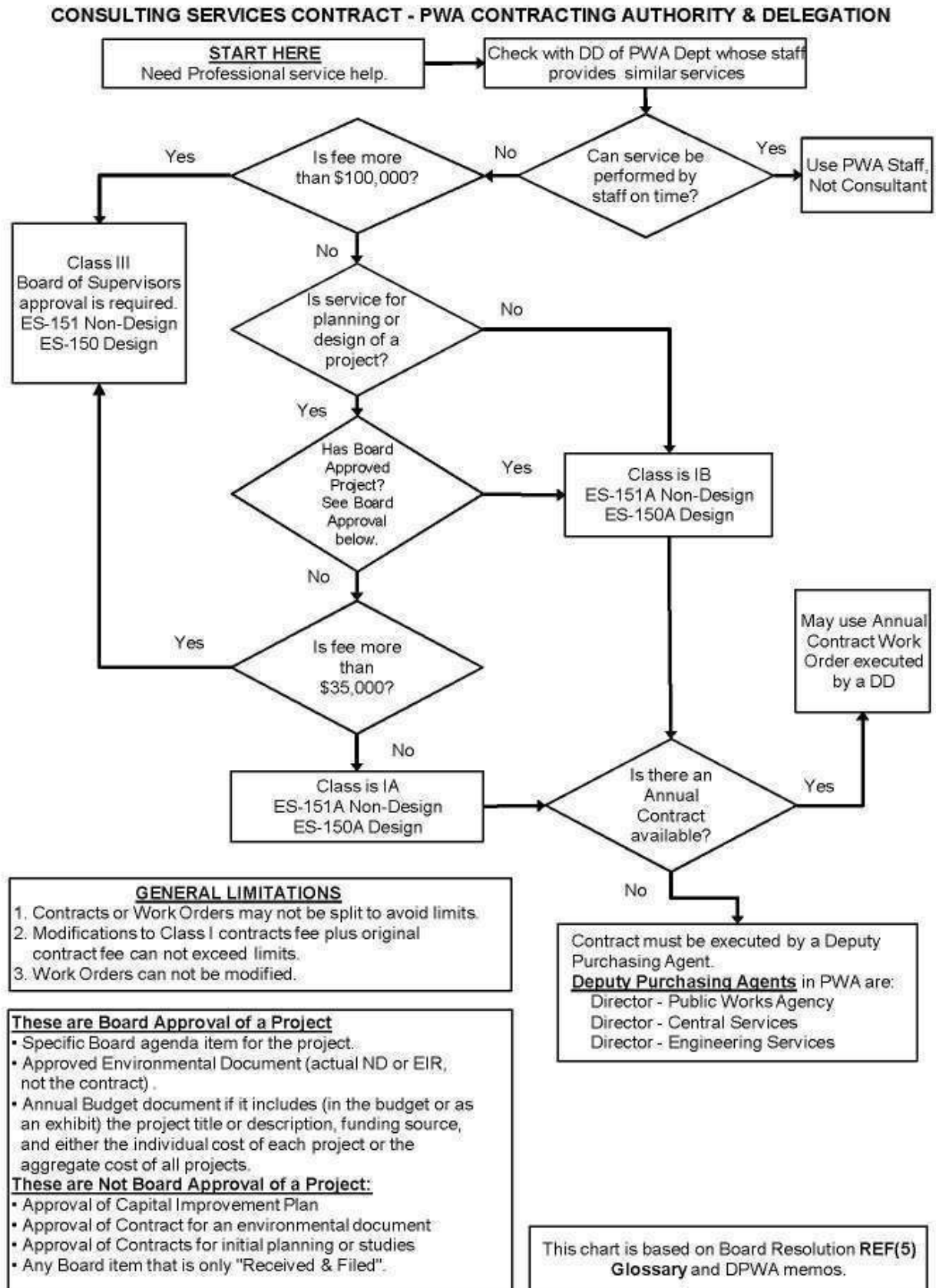
Timely invoicing by CONSULTANT is very important to AGENCY. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall request payment for services no later than 60 calendar 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 C

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FIGURE 4.5-2A DECISION TREE FOR AE CONTRACTS



**FIGURE 4.5-3(1) CONSULTING SERVICES CONTRACT APPROVAL
BOARD LETTER FORMAT**

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.
*See **CEO Board Letter Standards and Procedures** for current preparation and processing policy.*
The Contract must be signed by Consultant before requesting Board approval.

board date

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Subject: Approval of Consulting Services Contract with
consultant's name
for type of service for project name Located at
location
AE No AEyy-nn[]; Project No. 0000[]
Supervisory District No. #
Contract on File with Clerk of the Board[]

Recommendations:

Approval of the consulting services contract with consultant[] at a
fee of \$0.00[] for which funds are available in Budget Account
No 0000-0000[]

Fiscal Mandates/Impact:
statement[]

Discussion:

Transmitted herewith is a consulting services contract which has
been negotiated with consultant[] of city[] in accordance with the
policy adopted by your Board on November 3, 1998[]

This project provides for type[] The service[]s to be completed in
about number[] months.

Payment for consultant's services will be made based on hourly
rates but the total amount shall not exceed \$ without
modification of this contract. / will be made based on hourly rates
but the total amount shall not exceed \$ without modification
of this contract. / is the lump sum of \$ to complete all
services required by the contract. The contract also provides for
payment for assistance during construction, if requested by the
Project Manager, on an hourly fee basis up to \$. []

Funds are available in Budget Account No. 0000-0000[]

**FIGURE 4.5-3(2) CONSULTING SERVICES CONTRACT APPROVAL
BOARD LETTER FORMAT**

The estimated total project Costs are as follows:

Preliminary Engineering (includes preliminary engineering, EIR preparation, soils investigation, design surveys, design):	\$0.00
Construction Contract:	0.00
Construction Engineering (includes construction survey, construction inspection, administration, materials testing, project engineering):	0.00
Right of Way (includes right of way payments, relocation assistance payments, title reports, right of way acquisition):	0.00
Contingencies:	0.00
TOTAL	\$0.00

The contract is on a standard form previously reviewed by County Counsel.

The _____ concurs with the recommended action.]

[If you have any questions regarding this item, please the undersigned at Telephone No. 805-654-0000.
or

If you have any questions regarding this item, please call:

<u>Person</u>	<u>Telephone No.</u>	<u>Subject Matter</u>
name	tel.no.	Plans, Specifications, Estimate and other Technical Matters
name	tel.no.	Project Justification
name	tel.no.	Project Financing]

DD's name
Director, Dept. Name

Form File 4_5-3AE_BdLtr.docx

FIGURE 4.5-4(1) CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL

CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL (Form 4.5-4)

Prepared By:	<input type="text"/> , Project Manager	Date:	<input type="text"/>
Reviewed By:	(1) Division Manager (2) ESD Consultant Contract Specialist (3) Director, Engineering Services Department		
Approved By:	Director, Engineering Services Department		

1. Project Information

- a. Project Title (not the contract title):
- b. Supervisory District(s), check all that apply: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

2. Contract Requirements and Project Description

This contract will provide [Provide a brief description of the services being procured by the contract and the project that this contract supports.]

3. Evaluation Committee and Method

- a. The following individuals participated in the selection process:

Name	Title	Representing
	Project Manager	Engineering Services Department

- b. ☐ The Engineering Services database and/or consultant directories were used when selecting candidates.
- c. ☐ Requests for Proposals were issued.

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

FIGURE 4.5-4(2) CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL

- d. Interviews were conducted by phone (the same form of interview must be conducted for all candidates). If interviews were not conducted, explain why: _____.

4. Summary of Evaluation and Reason(s) for Ranking (explain why if a non-local firm was ranked #1)

- ☐ Sole Source Justification. Sole source justifications must demonstrate that there is no other consultant reasonably capable of providing the services required.
- ☐ Non-Local Firm Ranked #1. If a non-local firm was ranked #1 explain why.

[Provide a brief summary of how the evaluation was conducted and the basis for the final ranking. What factors were considered? What criteria went into selecting the #1 candidate? If a local consultant was not selected state why. A person not familiar with the project should be able to understand how the final ranking was determined.]

5. Consultants Evaluated and Ranked

The list below contains the top consultants evaluated in ranked order not to exceed five consultants. This list may not contain all of the consultants evaluated and only includes those consultants considered by the evaluation committee as best qualified to provide the services required for this project.

Consultants Ranked Order	City	Comments
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

6. Fees and Justification

Item	Amount	Comments
------	--------	----------

FIGURE 4.5-4(3) CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL

Item	Amount	Comments
PM's Original Estimate		
Consultant's Proposal		
PM's Revised Estimate		
Consultant's Revised		
Negotiated Amount		
Extra Services		0.0% of Basic Services
Total Contract Value	\$ 0.00	

7. Summary of Negotiations

[Provide a brief summary of the negotiations. Include how the negotiations were conducted, major items discussed, adjustments made by the consultant and/or PM, and how the final agreed upon amount was reached. A person not familiar with the project should be able to understand how the negotiations were conducted and final agreement reached.]

8. Contract Information

- a. AE Contract Number: AE (This number is issued by the ESD Consultant Contracts Specialist)
- b. Contract Title (not the project title):
- c. Consultant's Name:
Address: , City: , State: CA, ZIP:
- d. Point of Contact: , phone: ,
email:
- e. Contract Classification

Class	Justification (see PPPM Figure 4.5-2)	Approval
-------	---------------------------------------	----------

FIGURE 4.5-4(4) CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL

Class	Justification (see PPPM Figure 4.5-2)	Approval
<input type="checkbox"/> IA	Contract for planning or design of a project not approved by the Board where the contract fee is \$35,000 or less.	DPA
<input checked="" type="checkbox"/> IB	Contract for services related to the planning or design of a project which has been approved by the Board by the following action (must complete one of the items below) and where the contract fee \$100,000 or less: (1) This project is included by name in the FY <input type="text"/> approved final budget and is listed by name on page <input type="text"/> . (2) This project was specifically approved by the Board on <input type="text"/> as agenda item <input type="text"/> . (3) An environmental document for this project was approved by the Board on <input type="text"/> as agenda item <input type="text"/> .	DPA
<input type="checkbox"/> IB	Contract for services not related to the planning or design of a project where the contract fee is \$100,000 or less.	DPA
<input type="checkbox"/> III	All other contracts. Draft Board letter must be attached to this memo.	Board

- f. This contract DOES NOT include design or survey services (the preparation of plans or specifications or surveying for a construction project).
- g. Payment Type(s): ☐ Lump Sum; ☐ T & M – Guaranteed Price; ☐ T & M – Maximum Fee
- h. Contracting Agency: County of Ventura, (if Other, specify).
- 9. Other Contracts or Work Orders for Similar Services on this Project**
 Listed below are all contracts and work orders for similar services on this project within the past 12 months based on the date of award. If the total

FIGURE 4.5-4(5) CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL

amount for similar services on this project over the past 12 months is more than \$100,000 then this contract must be approved by the Board.

Date	AE/WO#	Consultant	Similar Services within 12 Mo

Sub Totals = \$0

Total Amount of this Contract =

Total Amount for Similar Services on this Project = \$0

DPA APPROVED

10. Personal Services Determination (County Administrative Policy No. Chapter VIII(A)-16)

- a. Is this contract with an individual rather than a company or firm?
- ☐ Yes (Complete the *Checklist for Determination of Worker Status* and get HR approval)
- ☐ No (go to Section 11 below)
- b. Is this contract with someone who was employed by the County within the past 12 months?
- ☐ Yes (Board approval required) ☐ No

11. Consultant Disclosure Requirements (CA Political Reform Act of 1974)

Will the consultant perform the duties of a government employee for a significant period of time; or make or participate — without significant intervening review — in the making of government decisions?

- ☐ Yes (check with County Counsel on the need for the consultant to complete a Form 700)
- ☐ No

FIGURE 4.5-4(6) CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL

12. Accounting Information and Funds Availability Certification by CSD or Client

Project	Fund	Agency	Org	Activity	Object	Amount	Funds Approved
						0	

13. Attachments:

- a. ☐ Project Manager's Estimate (required)
- b. ☐ Consultant's Proposal (required)
- c. ☐ Exhibits A, B, and C (required)
- d. ☐ Draft Board Letter (if type III contract, see paragraph 8.e)
- e. ☐ Checklist for Determination of Worker Status (if required, see paragraph 10)

FIGURE 4.5-4(7) CONSULTANT CONTRACT CLASS I REQUEST AND APPROVAL

14. Engineering Services Contracts Technician Checks (for ESD use only):

a. Debarment and Excluded Parties Checks

☐ The consultant receiving this contract is not listed on the California Division of Labor Standards Debarment List. Verification of the check is attached.

☐ The consultant receiving this contract is not listed on the Federal Excluded Parties List. Verification of the check is attached.

b. Consultant Information

Vendor ID Number: _____

CA Registration/License Profession _____, Number

c. The Board Letter (if required) matches the contract documents.

☐ Amount for Basic and Extra Services

☐ Project funding information

4.0 CONSULTANT SERVICES

4.6 CONSULTANT CONTRACT ADMINISTRATION PROCEDURES

4.6.1 Liaison With Consultant

Liaison with the consultant shall be done by the Agency's PM with the consultant's project manager (or another designated by the consultant). Such liaison shall be conducted in a professional manner at all times. Results from conferences with consultants should be recorded by someone in attendance and furnished to all in attendance as soon as possible.

The PM should review drawings, calculations, and reports with the consultant's project manager while work is in progress. However, the PM must not direct, interfere with, nor delay the consultant's other employees.

4.6.2 Design Criteria and Requirements

As much as possible, design criteria and requirements should be included by reference in the consulting services contract. Any additional design criteria and requirements should be furnished to the consultant in writing.

4.6.3 Design Responsibility

The consultant is responsible for design and checking of all work. The PM may suggest methods but should not require a specific method of design unless the design criteria and requirements referred to in the contract specify such. The consultant shall sign and seal all documents presented to the County, where required by law.

4.6.4 Changes in Scope of Work

All changes in the scope of work to be performed by the consultant must be by contract modifications approved as provided by the Board of Supervisors. (Refer to the "Consultant's Guide to Ventura County Procedures.") Changes in scope of work include:

- Additions to or reductions in the proposed construction;
- Changes in design criteria or requirements;
- Additions to/reductions in auxiliary services, such as surveying, mapping, geotechnical investigation, models, displays, etc.; and
- Any other changes that will affect the amount of work required to be performed by the consultant.

4.6.5 Document Review

The PM shall review the documents received from the consultant for compliance with the terms of the consultant's contract, as well as for problems that may cause extra costs during construction or lead to other undesirable results. The consultant is expected to have performed detailed checking of the documents. If this is obviously not the case as determined by a summary review, the documents should be returned to the consultant before they are circulated for County review. The consultant should be reminded of this policy early in the design period.

The "Consultant's Guide to Ventura County Procedures" lists many items that the Consultant must comply with. Most items concerning laws and contract documents are also included in PPM § 3.

4.6.6 Claims Processing (Partial Payments)

Consultant sends a claim to the ESD-CT requesting payment. ESD-CT checks the accuracy of computations and compliance with the contract terms. If any discrepancies are found, ESD-CT returns the claim to Consultant for correction. If no discrepancies are noted, ESD-CT initials and dates the claim form, makes a copy for the AE-file and sends it to the PM.

PM verifies that the work was done and contract compliant. If the claim is correct, initials, dates, and returns it to the ESD-CT or if not correct, indicates the discrepancies.

When PM receives claims, they shall be promptly review, and returned to ESD-CT to insure prompt payment of consultants.

When the claim form is approved by the PM returned to ESD-CT, it is sent to CSD-Fiscal Services Division.

Manager-Fiscal Services Division sees that the form is properly completed, signs the claim on behalf of the Agency, sends a copy to the ESD-CT, and the original to the Auditor-Controller's Accounts Payable section for payment.

The ESD-CT logs the date of each action in the claim payment procedure and keeps a running total of amounts paid in the log. The ESD-CT will trace any delays in the procedure.

The ESD-CT prepares a monthly report to the Board of Supervisors on the status of all active and recently completed consultant contracts, including payments to date. PMs must advise the ESD-CT when a consultant services contract has been completed and can be closed out. It is imperative that subject reports, which are used by management to keep current on project status, contain timely information, as old data could be misleading.

Several situations require the PM to provide the ESD-CT with explanations for inclusion in that report. These explanations include the following:

- (1) The time for a milestone expired without the milestone being met.
- (2) The fee was fully paid without all the work being completed.
- (3) All the work was completed but the contract is being kept open so that a modification can be made.
- (4) The contract was suspended.

4.6.7 Errors and Omissions

The PM shall inform any consultant hired for construction design-type work that the consultant services contract contains an errors and omission provision. That contract provision (item No. 9) states that if a construction Change Order is required as a proximate result of an error or omission by the consultant in the preparation of the construction documents, regardless of whether or not the error or omission resulted from negligence, the necessary amendment or supplement to the construction documents caused by that Change Order shall be made by the consultant at no additional charge to the Public Works Agency.

There is also contract item No. 10 which holds the consultant liable, and provides for compensatory withholding from amounts due the consultant, for construction Change Orders required as a proximate result of the consultant's failure, in providing services pursuant to the service contract, to exercise that degree of skill and care customarily exercised by similar consultants in California when providing similar services with respect to similarly complex construction projects.

Both contract items are described in the contract form (ES-150) for design type work, which is replicated in Appendix III of the "Consultant's Guide to Ventura County Procedures."

Errors and omissions do not apply to consultant services contracts for work other than design-type work. Non-design contracts use form ES-151.

The PM must inform the consultant of the errors and omissions possibilities and consequences before a requested Change Order is processed. More importantly, the PM must enlist the aid of the consultant to the greatest possible degree to try to minimize any errors and omissions outcomes from the proposed Change Orders. It is not an unknown occurrence that the consultant's approach to "fixing" the problem is the better way, and that it leads to error prevention.

4.6.8 Contract Modification

Any changes in scope of the consultant services contract require a written modification prepared by the ESD-CT and -- except where the DPWA has approval authority -- transmitted to the Board in a manner similar to that for the original contract.

As soon as a change in scope, that will impact the work currently being performed by the consultant, is found to be necessary, the consultant shall be informed by phone, followed by a letter, to suspend work on that portion of the project affected by the proposed change. Do not give the consultant directions to proceed with the change until a modification of contract is negotiated and executed.

The consultant shall be requested to make a proposal for any adjustment of fee (+ or -) after the scope of the changes has been agreed upon with the PM. The PM will estimate the cost of the change prior to seeing the consultant's change proposal. The procedure should be the same as that used when making the original contract. The form to be used for modifying a consulting services contract is shown in PPPM **Figure 4.6-1**. The modification is transmitted to the DPWA using the Modification to AE Contract - Approval Requested form shown in PPPM **Figure 4.6-2**. Modifications that are for extending the contract completion date in Exhibit B and do not make any changes to Exhibits A or C may use the "AE Consultant Contract Time Only Modification Approval" form shown in PPPM **Figure 4.6-6** which only requires Department Head approval.

4.6.8.1 Extra Services

Extra Services, when provided for in the contract Exhibits, are not a contract modification but they do provide the PM with the ability to order extra work from the consultant that is directly related to the scope of work as described in Exhibit A. Extra Services are not to be used to order work which is not directly related to the scope of work described in Exhibit A. An example of appropriate and inappropriate use of Extra Services is described below. Extra Services must be ordered in writing from the PM using the "AE Consultant Contract Extra Services Authorization" form shown in PPPM **Figure 4.6-5**. When invoicing, the consultant must separate Extra Services from the basic services on the invoice and attach the PM's authorization memo in order to be paid for the Extra Services.

Appropriate use of Extra Services

A consultant contract calls for 8 bore holes to be drilled to conduct a soils investigation. After reviewing the results the PM determines that 2 more holes in the same project area are needed. The two extra bore holes are extra work that is associated with the work already being performed, are within the scope of the basic services and therefore are appropriate to order as Extra Services.

Inappropriate use of Extra Services

A consultant contract calls for a study of an area in preparation for a project. During the performance of the contract the PM determines that the study area needs to be increased due to changes in the anticipated project. Since the scope of the basic services (study area) has changed in is not appropriate to use Extra Services and a contract modification should be issued for the additional work.

4.6.9 Disputes

Disputes between the PM and the consultant that cannot be settled promptly shall be handled as follows:

- (1) The PM should request a discussion meeting with the principal of the consulting firm.
- (2) Refer unresolved disputes regarding contract terms and changes in scope to the Manager-Engineering Services.
- (3) Refer unresolved disputes regarding other matters to the DD for whom the PM works.
- (4) Refer disputes that are not resolved by the above actions to the DPWA for settlement with a principal of the consulting firm.

4.6.10 Contract Cancellation

If it becomes necessary to cancel a contract prior to completion for any reason, take the following steps:

- (1) Discuss the need for cancellation with the cognizant DD and the client agency, if applicable.
- (2) Immediately notify the consultant orally and in writing to stop all work on the contract pending a final decision by the Public Works Agency. This will avoid having to pay for any further work performed by the consultant under the contract. Provide a copy of the written communication to the DPWA.
- (3) If the decision is made that the contract should be canceled, such action shall be recommended in writing to the party who executed the contract (i.e., the Board of Supervisors, the DPWA, or the DD-ESD) explaining the reasons and the costs involved.
- (4) If payment on termination strictly follows the terms of the contract, no contract modification is required. If payment is based on negotiation, a contract modification must be processed.

4.6.11 Project Completion

Before certifying that the final payment is due (see PPPM **§4.6.12**), the PM shall ascertain that all the work required by the contract has been performed. Furthermore, the PM shall ensure that all calculations, reports, sketches, and the original plans, specifications, cost estimates, Record Drawings, etc., have been received by the County. Such certification of completion shall be made even if no payment is due. The PM is also responsible for preparing a consultant evaluation report, as described in PPPM **§4.6.13**.

Using the memoranda forms shown in PPPM **Figure 4.6-3**, the ESD-CT will inform the PM that a claim appearing to be a final payment has been received from the consultant. In turn, the PM verifies to the ESD-CT that the requirements and conditions described in the preceding paragraph have been satisfied; i.e., that the consultant's work completed. Project completion involves the following:

- (1) Contracts for design work should not be considered completed until the contract documents have been approved by all of the people or agencies whose approval is required before the project can be constructed or financed, unless the consultant services contract specifically provides to the contrary. In any case, the DPWA's approval of the contract documents must be obtained before the consultant's work is considered to be completed.
- (2) Contracts for reports should not be considered to be completed until the DPWA has had the opportunity to review the report and have corrections made for any discrepancies found by reviewers.
- (3) On all types of consulting services contracts, as noted on the forms shown in PPPM **Figure 4.6-3** (and stated above), it is the duty of the PM, before certifying that the contract work has been completed, to reread the contract to ensure that there has been compliance with all its terms.

4.6.12 Final Payment Processing

Final payment is made similarly to the procedure for partial payments (PPPM **§4.6.6**). For final payments, a memo is sent to the Auditor-Controller, with a copy to the Clerk of the Board, indicating all payments made and the encumbered amount to be released, if any.

The ESD-CT shall keep a record of all important actions taken on consultant services contracts, as well as all payments made.

4.6.13 Consultant Performance Evaluation

A reporting system has been established to enable subsequent consultant Selection Committees to know the past experience with consulting firms that are now again under consideration, and to assist the DPWA in dealing with any deficiencies regarding those firms. Copies of the reports will be available to Selection Committees and to Agency management personnel.

A standardized Performance Report form is shown as PPM **Figure 4.6-4**. Reports should be made on all consultant services jobs by each person directly involved with the consultant's work; i.e., design review, construction, contract administration, etc. This may result in more than one report for a given project. Some reports do not require complete cost data since only the administrators of the consultant services and construction contracts have those data to enter. For annual contracts, where many small Work Orders are made, only an annual report is required.

FIGURE 4.6-1(1) MODIFICATION OF AE CONTRACT FORMAT

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

MODIFICATION NUMBER 1 TO CONTRACT AEYY-NNN

Contract Title: [enter contract title]

This modification ("MODIFICATION NO. 1") is made and entered into by and between the Watershed Protection District, hereinafter referred to as AGENCY, and [consultant's company name], hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT originally dated 1/1/2010 for the CONSULTANT to provide [describe in general terms the services contracted for in the original contract] for a total contract amount of \$0.00 and a contract completion date of [] ("CONTRACT"); and

[Add the following WHEREAS for each previous modification to this contract. Delete the following paragraph if this is the first modification]

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT [enter date of modification] for the CONSULTANT to provide [describe in general terms the services contracted for in this modification] for an additional contract amount of [enter amount of modification] and to extend the CONTRACT completion date from [date before mod] to [date after mod] delete this last part if the completion date is not changed. ("MODIFICATION NO. [number]"); and

WHEREAS it has become necessary to [state in general terms why a modification is needed and what is being modified]; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of said existing CONTRACT;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the original contract dated [enter contract date], including all modifications listed herein [delete previous if this is the first modification], shall remain in full force and effect unless expressly modified by this modification.
2. Exhibit A (Scope of Work and Services) shall be modified as follows:
exhibits unless you are replacing Exhibit A in its entirety. All pages of the attachments must be marked with the contract and modification numbers. If the modifications are significant, consider issuing a revised Exhibit A to replace the existing Exhibit. Make sure to include all previous modifications in the revised exhibit if this option is chosen.]
3. Exhibit B (Time Schedule) shall be modified as follows:
[Fully specify any change in schedule or attach a new exhibit B and call it out here.]

FIGURE 4.6-1(2) MODIFICATION OF AE CONTRACT FORMAT

4. Exhibit C (Fees and Payment) shall be modified as follows:

[Fully specify any changes in the fees and/or payments or attach a new exhibit C and call it out here.]

[Select one of the sentences below. The first is for lump sum and the second is for time and materials]

[lump sum] Agency shall pay consultant the additional lump sum of \$0.00 for said work.

[time and materials] Agency shall pay consultant for the said work at the rates provided in Exhibit C. The maximum fee shall be increased by \$0.00 for said work.

5. The total contract amount is hereby *[increased/decreased/remains unchanged]* by *[amount]* for a new contract total amount of *[amount]*. The contract completion date *[is changed from [date] to [date] / remains unchanged at [date]]*.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION.

FOR CONSULTANT

Name: _____ Date _____

Title: _____

FOR AGENCY:

Name: _____
Director of Public Works Agency or

Date _____
Deputy Purchasing Agent

FIGURE 4.6-2(1) MODIFICATION OF AE CONTRACT MEMO

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

CONSULTANT CONTRACT MODIFICATION APPROVAL (Form 4.6-2)

Prepared By:	<input type="text"/> , Project Manager	Date:	<input type="text"/>
Reviewed By:	(1) Division Manager (2) ESD Consultant Contract Specialist (3) Director, Engineering Services Department		
Approved By:	Director, Engineering Services Department		

1. General Information

- Project Title:
- AE Contract Number: AE Date Contract Awarded: Current Class: Class IA
- Consultant Name, City, State: , , CA

2. Justification for Modification:

[Explain why the modification is needed. Since the actual proposed modification is attached, there is no need to restate the modification. Be sure that the existing contract does not already require the services or scope being proposed.]

3. Justification of Fees

Item	Amount	Comments
Consultant's Proposal	<input type="text"/>	<input type="text"/>
PM's Original Estimate	<input type="text"/>	<input type="text"/>
PM's Revised Estimate	<input type="text"/>	<input type="text"/>
Negotiated Amount	<input type="text"/>	<input type="text"/>

FIGURE 4.6–2(2) MODIFICATION OF AE CONTRACT MEMO

4. Modification Approval Authority

Complete the table below to determine the appropriate approval level for this modification. Make sure to use the correct contract classification tab.

Class III Contracts (All contracts with a Current Contract Amount [line c] above \$100k)		
Item	Amount	% Orig
a. Original Contract Amount (Class IA, IB or II)		
b. Current Board Approved Amount	\$ -	
c. Current Contract Amount	\$ -	
d. Number of Previous Modifications Issued	0	
e. Amount of this Proposed Modification	\$ -	
f. Total of current Board Approved Modifications (b-a)	\$ -	0%
g. Total of current non-Board Approved Mods (c-b)	\$ -	0%
h. Total of all current Modifications (f+g)	\$ -	0%
i. Total of all non-Board approved mods (e+g)	\$ -	0%
j. Proposed New Contract Amount (c+e)	\$ -	
Test1	Use Higher Amount	
k. 10% of Current Contract Amount (0.10 x c)	\$0.00	or \$25,000.00
Proposed mod (e) greater than higher amount?		NO
Test2	Use Higher Amount	
l. 25% of Current Contract Amount (0.25 x c)	\$0.00	or \$100,000.00
Sum of all non-Board approved mods (i) greater than higher amount?		NO
DPWA APPROVES MODIFICATION		

5. Summary of Negotiations

[Briefly described how the negotiations were conducted and the final amount agreed upon.]

6. Accounting Information and Funds Availability Certification by Central Services

Project	Fund	Agency	Org	Activity	Object	Amount	Fund Cert
						\$0.00	

7. Attachments:

- a. ☐ Contract Modification
- b. ☐ Consultant's Proposal
- c. ☐ Project Manager's Estimate
- d. ☐ Draft Board Letter (if Board approval is required)

FIGURE 4.6-2A CONSULTING SERVICES CONTRACT MODIFICATION BOARD LETTER

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

*See **CEO Board Letter Standards and Procedures** for current preparation and processing policy.*

The Contract must be signed by Consultant before requesting Board approval.

██████████

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Subject: Approval of Modification No. ██████████ To Consulting Services
Contract
with ██████████
for ██████████ for ██████████ Located at ██████████
Ae Noae ██████████ ; Project No ██████████.
Supervisory District No. **1**
Contract on File with Clerk of the Board

Recommendations:

Approval of Modification No. **1** to the consulting services contract with ██████████
at a fee of \$ ██████████, for which funds are available in Budget Account No. ██████████.

Fiscal Mandate/Impact: ██████████

Discussion:

On ██████████, your Board approved a contract with ██████████ for ██████████.

Modification No. ██████████ provides for ██████████.

It results in a net **increase** of \$ ██████████ for a revised total fee of \$ ██████████.

The Modification is on a standard form previously reviewed by County Counsel.

Funds for this Modification are available in Budget Account No. ██████████, ██████████.

If you have any questions regarding this item, please call the undersigned at

Telephone No. 805-██████████.

██████████

Director, **Watershed Protection District**

Form File 4_6-2A_AEModBdLtr.docx

FIGURE 4.6-3 CERTIFICATION OF COMPLETION OF CONSULTANT'S WORK

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
ENGINEERING SERVICES DEPARTMENT

M E M O R A N D U M

To: [REDACTED], Project Manager
From: ESD-Contracts Technician
Subject: [REDACTED]

AE No. AE [REDACTED] Project. No. [REDACTED]

A claim has been submitted which appears to be the final payment due under the subject contract.

Please review the terms of the contract and the work completed, then certify completion below and return to the Contracts Section.

Note that our standard contract form requires that the Consultant furnish to the County "all computations, plans, correspondence, and other pertinent data gathered or computed". Some forms of contracts specify other items also be furnished to the County.

Please submit your evaluation of the Consultant on the form in PPPM Figure 4.6-4.

To: Contracts Technician, Engineering Services

After reviewing subject contract, the services performed, and the documents and other materials received, I find the Consultant has completed all required in a satisfactory manner and has furnished all documents and materials required. The final payment should now be made.

Project Manager

Date

FIGURE 4.6-4 CONSULTANT'S PERFORMANCE EVALUATION FORM

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

COUNTY OF VENTURA - PUBLIC WORKS AGENCY
CONSULTING SERVICES CONTRACTOR - PERFORMANCE REPORT

TO: 1. Director Of Public Works Agency Via:
2. Director, Engineering Services Department

FROM: , Project Manager Date:

SUBJECT: Performance of on AE Contract No.

1. TYPE OF SERVICES PERFORMED BY CONSULTANT:

<input type="checkbox"/> Architectural Design	<input type="checkbox"/> Surveying	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Civil Engineering Design	<input type="checkbox"/> Photogrammetry	<input type="checkbox"/> Environmental Study
<input type="checkbox"/> Electrical Engineering Design	<input type="checkbox"/> Map Checking	<input type="checkbox"/> Land Planning
<input type="checkbox"/> Mechanical Engineering Design	<input type="checkbox"/> Materials Investigation	<input type="checkbox"/> Subdivision Plan Checking
<input type="checkbox"/> Engineering Report	<input type="checkbox"/> Construction Inspection	<input type="checkbox"/> <input type="text"/>

2. FEE FOR SERVICES: \$

3. COST OF PROJECT CONSTRUCTION:

Estimate before hiring consultant: \$ <input type="text"/>	Number of CQO's due to consultant errors: <input type="text"/>
Consultant's Pre-Bid Estimate: \$ <input type="text"/>	Dollar cost of such errors: \$ <input type="text"/>
Low Bid: \$ <input type="text"/>	Costs recovered from Consultant: \$ <input type="text"/>
Final Total Construction Cost: \$ <input type="text"/>	

4. EVALUATION OF CONSULTANT'S PERFORMANCE:

	Very Poor	Poor	Average	Good	Very Good
a. Cooperation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Technical Ability:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Technical Performance:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Timeliness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Drawings:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Specifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Report:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Overall:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Would you recommend that Consultant be used again? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments					

5. Comments: Consultant's Project Manager

Form File 4_6-4AE_Performance.docx

FIGURE 4.6-5 AE CONSULTANT CONTRACT EXTRA SERVICES AUTHORIZATION

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

February 9, 2011^[A1]

recipient's name and address

Subject: contract number - title
Extra Services Authorization #number

Dear name:

1. In accordance with subject contract, you are hereby authorized to perform extra services as described herein. When invoicing for the extra services authorized by this letter you are required to provide a copy of this letter and separate the fees for the extra services from all other fees in your invoice.

2. description of extra services to be performed

3. You shall complete all extra services authorized by this letter by enter the completion date or provide a completion schedule. This date or schedule cannot be beyond the contract completion date. Additional time can only be added by a modification to the contract.

4. You shall complete all extra services authorized by this letter for a fee not to exceed \$dollars, in accordance with the terms in Exhibit C of subject contract.

Sincerely,

PM name
Project Manager

FIGURE 4.6-6 AE CONSULTANT CONTRACT TIME ONLY MODIFICATION APPROVAL

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

MEMORANDUM

Date:

To: ESD Contracts Specialist Signature/Initials
Date

Appvd By: Director,
Central Services Department

From: , Project Manager

**Subj: CONSULTANT CONTRACT TIME ONLY MODIFICATION APPROVAL
(Form 4.6-6)**

1. General Information

- a. Project Title:
- b. AE Contract Number: AE
- c. Consultant Name, City, State: , , CA
- d. Current Completion Date: New Completion Date:

2. Justification for Time Only Modification:

[Explain why the time only modification is needed. Since the actual proposed modification is attached, there is no need to restate the modification.]

3. Attachments:

- a. ☐ Contract Modification

4.0 CONSULTANT SERVICES

4.7 CLASS II (ANNUAL) CONTRACT ADMINISTRATION PROCEDURES

Certain professional services can usually be obtained by Annual Contract Work Order (ACWO) issued as provided by an Annual Contract. These typically include:

- Photogrammetric survey
- Land development plan checking
- Record map checking
- Soils engineering review
- Geological review
- Landscape architecture work
- Minor architectural work
- Minor engineering work
- Environmental services
- Temporary technical help
- Asbestos removal monitoring

Except for the method of entering into the contract and making payments, ACWOs generally are administered by the PM the same way as other consultant contracts. Exceptions to this are described below. The processing overview checklist steps in **PPPM §4.1** apply as noted near the end of that Section.

A Job Authorization (see **PPPM §2.2**) is required to establish a project number, which identifies the funding to be used to pay for work under Annual Contracts. Before preparing a ACWO as described below, check the Job Authorization index (available from the Central Services Department) to see that the project number has been issued and that the funding is proper.

PMs before preparing an ACWO shall take the following steps:

- (1) Determine the need for the services and their scope.
- (2) Determine if the services are the type available under Annual Contracts and if they are within the limitations that are set by Board Resolution REF⁵Glossary.
- (3) Select the consultant on the following basis, as applicable, after determining that the Consultant being considered is available and willing to accept an ACWO for the work:
 - (A) Land development plan checking - rotational basis
 - (B) Land development map checking - rotational basis
 - (C) Photogrammetry - low quotation
 - (D) Other types - based on specified needs and the availability of the consultant; as feasible, use rotational basis.
- (4) Negotiate the scope of work and terms of the ACWO not already fixed by the Annual Contract terms. ACWOs cannot change the Annual Contract terms.

4.7.1 Annual Contract Work Order Procedures

Before preparing an ACWO, the PM should review the terms of the Annual Contract to which the ACWO refers. The contract terms cannot be changed by an ACWO. These terms usually include: types of services to be provided; charge rates for personnel and services; and contract duration (no ACWO to be issued after June 30 and all work completed by December 31).

4.7.1.1 Annual Contract Work Order Exhibits

The PM prepares an ACWO based on negotiations with the selected Consultant. The form web location is referenced in PPPM **Figure 4.7-1**. ACWOs are part of a legal contract between the Agency and the Consultant. Therefore, either within the body of the ACWO itself or via attachments thereto, be sure to provide the information in Exhibits A, B and C shown in PPPM **Table 4.5-1** in PPPM **§4.5.3**. Use "Attachment No." to designate the attachments. Use "Exhibit" only to refer to the Annual Contract Exhibits.

Note that the basic Annual Contract already provides much of the information required in Exhibit C. Therefore, do not repeat that information in the ACWO. ACWOs also should list specifically what items are to be provided by the County.

4.7.1.1 Annual Contract Work Order Exhibits (Continued)

Exercise caution when using the Consultant-prepared proposal or scope of work as an attachment to ACWOs. These are usually written as an offer rather than in contract language. Frequently they contain disclaimers and conditions that are contrary to County policies.

Be sure to fill in the proper Class from the Board Resolution REF⁵Glossary. See PPPM **Figure 4.5-2**. Make sure that it is consistent with budget data shown on the ACWO.

4.7.1.2 Annual Contract Work Order Fee Structure and Maximum Amount

When stating the fee structure for an ACWO, be sure that the words used to describe the maximum contract amount are consistent with the intent of the ACWO. The Annual Contracts adopted by the Board of Supervisors set the fee structure, while the ACWO only sets the maximum amount. Hourly rates shown in Annual Contracts cannot be changed nor added to by ACWOs. There are two standard wordings on ACWOs, as follows:

1. **The maximum fee for services performed under this Work Order shall not exceed \$_____.**

This means that the Consultant is to perform work as specified in the ACWO scope, but will not be paid more than the maximum fee and Consultant is not obligated to complete the stated scope of work for the maximum fee. Consultant is responsible to stop work so that maximum fee is not exceeded.

2. **The maximum fee for completing all work required by this Work Order shall not exceed \$_____.**

This means that Consultant is obligated to complete the scope of work stated in the ACWO and be will paid at the contract rates, but that the fee shall not exceed the maximum even if it requires more of Consultant's work.

The standard ACWO form (**Figure 4.7-1**) accommodates the applicable words with a blank line where the words above are shown underlined.

4.7.1.3 Annual Contract Work Order Authority

ACWOs must be signed by the DPWA or by the cognizant DD. In sending the ACWO for signature, use the Annual Contract Work Order Memo (**Figure 4.7-2**) which may be handwritten. See PPPM §4.2.6 & 4.2.7 for limits and delegation authority.

4.7.1.4 Annual Contract Work Order Preparation/Distribution

- a. Except as provided in b. below, the PM shall make the distribution of copies of the ACWO, with any attachments, as shown at the bottom of the ACWO form (**Figure 4.7-1**).
- b. When the formal contract (Class 3) procedure has been followed and after selection and negotiations are concluded, if the Consultant has an annual contract and the fee will be within the limits of a Class 1 contract, an ACWO, prepared and issued by ESD may be used instead of a separate contract. The ACWO is just a simpler form of contract.

4.7.1.5 Annual Contract Work Order Modifications

There are no provisions in annual contracts or in the delegation of authority to issue ACWOs for modifying ACWOs. If additions are required, another ACWO should be issued. If such addition together with the original ACWO does not exceed the monetary limitations for Class 1 contracts and ACWOs. If a reduction in the scope of work is required, the original ACWO can be closed out and a new ACWO issued to describe the reduced scope.

4.7.2 Annual Contract Work Order Claims Processing Procedures

Consultant sends a claim for services rendered under ACWOs to the ESD-CT requesting payment. ESD-CT checks the accuracy of computations and compliance with the contract and ACWO terms. If any discrepancies are found, ESD-CT returns the claim to Consultant for correction. If no discrepancies are noted, ESD-CT initials and dates the claim form, makes a copy for the AE-file and sends it to the PM.

PM verifies that the work was done and contract compliant. If the claim correct, initials, dates, and returns it to the ESD-CT or if not correct, indicates the discrepancies.

When PM receives claims, they shall be promptly review, and returned to ESD-CT to insure prompt payment of consultants.

When the claim form is approved by the PM returned to ESD-CT, it is sent to CSD-Fiscal Services Division.

Manager-Fiscal Services Division sees that the form is properly completed, signs the claim on behalf of the Agency, sends a copy to the ESD-CT, and the original to the Auditor-Controller's Accounts Payable section for payment.

The ESD-CT logs the date of each action in the claim payment procedure and keeps a running total of amounts paid in the log. The ESD-CT will trace any delays in the procedure.

The ESD-CT prepares a monthly report to the Board of Supervisors on the status of all active annual consultant contracts and the ACWOs issued under them, including payments to date. PMs must advise the ESD-CT when a consultant services ACWO has been completed and can be closed out. It is imperative that subject reports, which are used by management to keep current on project status, contain timely information, as old data could be misleading.

Several situations require the PM to provide the ESD-CT with explanations for inclusion in that report. These explanations include the following:

- (1) The time for a milestone expired without the milestone being met.
- (2) The fee was fully paid without all the work being completed.
- (3) The ACWO was suspended or cancelled.

FIGURE 4.7-1(1) ANNUAL CONSULTANT SERVICES CONTRACT WORK ORDER FORM

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

Consultant: <input type="text"/>	Date: <input type="text"/>
Address: <input type="text"/>	Contract No: AE10-J45
	Work Order No: PW10-034
	Type Of Service: Aerial Photography
WO Title: <input type="text"/>	
Location: <input type="text"/>	
<p>A. Scope. Consultant shall perform the following described work per the Contract:</p> <p>[enter the description of the work]</p>	
<p>B. Schedule. Work performed under this Work order shall be completed per the following schedule:</p> <p>[enter the details of the schedule]</p>	
<p>C. Fees and Payments. The services on this work order will be paid on a time and materials basis using the rates specified in the annual services contract identified herein. The maximum fee for services performed under this Work Order shall not exceed \$0.00.</p> <p>Send all bills with Public Works Agency, Engineering Services Division claim form to: 800 South Victoria Avenue, Ventura, CA, 93009-1670</p>	
<p>The Project Manager for this work order is: <input type="text"/> Telephone: 805-<input type="text"/></p> <p>PM's address: <input type="text"/> FAX: 805-<input type="text"/></p> <p>Send all reports and correspondence (except invoices) to the Project Manager at the above address.</p> <p>The Project Manager is responsible for the administration of the technical aspects of this work order.</p>	

FIGURE 4.7-1(2) ANNUAL CONSULTANT SERVICES CONTRACT WORK ORDER FORM

Project	Fund	Agency	Org	Activity	Object	Comm	Amount	Approval

Authority: Board Resolution of November 3, 1998

Work Order Classification: IA

Authorized by:

Director, Engineering Service Date

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

FIGURE 4.7-1(3) ANNUAL CONSULTANT SERVICES CONTRACT WORK ORDER FORM

Instructions

Contract Language - ACWOs form part of the contract with the Consultant and must be written in contract language. Don't use the term Exhibit to describe an attachment to the ACWO as they can be confused with exhibits to the Annual Contract.

Review Annual Contract - ACWOs cannot change the Annual Contract. The person preparing the ACWO should review the Annual Contract to be sure that the services requested are included in Exhibit A to the contract. The fee basis is contained in Exhibit C to the contract and cannot be changed by the ACWO. The ACWO can only supply the details of the work to be done, the time constraints on performance and the maximum fee.

Maximum Fee - The maximum fee can only take one of two forms as described in PPPM 4.7.1.2 which says in part:

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

This means that the Consultant is to perform work as specified in the ACWO scope, but will not be paid more than the maximum fee and Consultant is not obligated to complete the stated scope of work for the maximum fee. Consultant is responsible to stop work so that maximum fee is not exceeded.

The maximum fee for completing all work required by this Work Order shall not exceed \$_____.

This means that Consultant is obligated to complete the scope of work stated in the ACWO and be will paid at the contract rates, but that the fee shall not exceed the maximum even if it requires more of Consultant's work."

Description of Work - The description of work to be performed may be different for the two forms of maximum fee. The description must specify the project on which the work is to be performed. The description can be included in the space provided on the ACWO form or referred to there as a numbered attachment.

For the 1st form of maximum fee, the description can be more general and may include a requirement to perform specified services on an "on call" basis.

For the 2nd form of maximum fee, the description must be precise as the Consultant is being told to perform the specified work to be paid for at the rates specified in Exhibit B to the contract and to absorb any costs that exceed the maximum fee. This maximum fee must have been agreed to by the Consultant.

The consultant's proposal shall not be used as an attachment to the ACWO.

Performance Time - The time constraints can be included in the space provided on the ACWO form or referred to there as a numbered attachment.

FIGURE 4.7-2(1) ANNUAL CONTRACT WORK ORDER MEMO

Download form from Intranet @ <http://vcpwapm/>, click on Downloads.

MEMORANDUM

Date:

Signature/Initials

Date

To: Director,
Central Services Department

From:

Subj: ANNUAL CONTRACT WORK ORDER REQUEST AND APPROVAL (Form 4.7-2)

1. General Information

a. Work Order Title:

b. Supervisory District(s), check all that apply: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

2. Description of Project and Services

[Provide a brief narrative sufficient to describe the services needed to someone not familiar with the project.]

3. Other Contracts or Work Orders for Similar Services on this Project

Listed below are all contracts and work orders for this project separated by similar services within the past 12 months and all other contracts and work orders. This list may not include all contracts and work orders for long duration projects (greater than 24 months). If the Total Amount for this Project shown in color below is more than \$100,000 then this contract must be approved by the Board.

Date	AE/WO#	Consultant	Services	
			Similar w/in 12 Mo	All Others

Sub Totals = \$0 \$0

Total Amount of this Contract =

Total Amount for Similar Services on this Project = \$0

Grand Total of all Services for this Project = \$0

DPA
APPROVED

4. Evaluation Committee and Method

The following individuals participated in the selection process:

Name	Title	Agency/Department
	Project Manager	Central Services Department

Interviews were conducted by phone.

FIGURE 4.7-2(2) ANNUAL CONTRACT WORK ORDER MEMO

5. Consultants Evaluated and Ranked

The list below contains the top consultants evaluated in ranked order not to exceed five consultants. This list may not contain all of the consultants evaluated and only includes those consultants considered by the evaluation committee as best qualified to provide the services required for this project.

Consultants Ranked Order	City	ID#	Comments
1.			
2.			
3.			
4.			
5.			

6. Summary of Evaluation and Reason(s) for Ranking (explain why if a non-local firm was ranked #1)

[Provide a brief summary of how the evaluation was conducted and the basis for the final ranking. A person not familiar with the project should be able to understand how the final ranking was determined.]

7. Fees and Justification

Item	Amount	Comments
Consultant's		
Proposal		
PM's Original Estimate		
PM's Revised Estimate		
Negotiated Amount		

8. Summary of Negotiations

[Provide a brief summary of the negotiations. Include how they were conducted, major items discussed, adjustments made by the consultant and/or PM, and how the final agreed upon amount was reached. A person not familiar with the project should be able to understand how the negotiations were conducted and final agreement reached.]

9. Work Order Information

- AE Annual Contract Number: AE11-J45 Work Order Number: PW11-023
- Consultant's Name:
- Work Order Classification

FIGURE 4.7-2(3) ANNUAL CONTRACT WORK ORDER MEMO

Class	Justification (see PPPM Figure 4.5-2)	Approval
<input type="checkbox"/> IA	Work Order for planning or design of a project not approved by the Board where the contract fee is \$35,000 or less.	Deputy Dir PWA
<input type="checkbox"/> IB	Work Order for services related to the planning or design of a project which has been approved by the Board by the following action (must complete one of the items below) and where the contract fee \$100,000 or less: (1) This project is included by name in the FY_____ approved final budget and is listed by name on page _____. (2) This project was specifically approved by the Board on _____ as agenda item _____.	Deputy Dir PWA
	(3) An environmental document for this project was approved by the Board on _____ as agenda item _____ at the.	
<input type="checkbox"/> IB	Work Order for services not related to the planning or design of a project where the contract fee is \$100,000 or less.	Deputy Dir PWA
All work that is not Class IA or IB must be completed by a Board approved contract.		

- e. This work order **DOES NOT** include design services.
- c. Payment Type(s) Used: ☐ T & M – Guaranteed Price ☐ T & M – Maximum Fee
- d. Accounting Information and Funds Availability Certification by Central Services

Project	Fund	Agency	Org	Activity	Object	Amount	CSD Cert

0

10. Attachments:

- a. ☐ Project Manager's Estimate
- b. ☐ Consultant's Proposal
- c. ☐ Annual Consultant Services Contract Work Order Form (PPPM Figure 4.7-1)

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5.0 PROJECT REVIEW

5.1 PROJECT CHECKING REQUIREMENTS

All projects designed and drafted by the Public Works Agency staff must receive an independent check. This requires the assistance of an engineer other than the engineer who designed the project. Project checking should adhere to the principles contained in PPPM §5.1.1 through §5.1.3.

When projects are designed by consultants the consultant should perform the checking. However, the questions in PPPM §5.1.3 should also be addressed by the PM during the project review.

5.1.1 Philosophy of Checking

The checker is responsible for seeing that all the contract documents are correct before submittal to the PM for seal and signature. The checker should not redesign a project. If an error is apparent, the checker should discuss it with the designer before continuing the checking.

If the design is safe, and reasonably functional and economical, the checker should consider it correct and should sign it. The checker should not sign off until corrections have been incorporated.

If the design is unusual, the checker should discuss it with the designer before beginning the checking. However, checkers should not let the designer convince them that erroneous assumptions and procedures are correct.

Checkers should consider themselves an important part of the PM's team. The checker protects the PM from signing erroneous plans. If the designer and checker cannot agree on correction, the PM should be consulted.

Checking is not a contest between the designer and the checker; it is a cooperative effort.

5.1.2 Contract Documents to be Checked

- (1) **Design computations**, including basic data sources and assumptions: by the engineer.
- (2) **Plans**, including compliance with design computations: by engineer.
- (3) **Specifications**, including measurement and payment clauses: content by engineer, proofread by secretary.
- (4) **Quantities**: engineer checks methods, drafter may check figures.
- (5) **Cost Estimates**: engineer checks unit prices; Licensed Surveyor, drafter or clerk may check extensions and totals.
- (6) **Field Review**: PM takes plans to project site and looks for conditions that may have changed after surveys were made or were missed, plans details that don't look right in the field, traffic and water control problems, and other problems not readily identified in the office.

5.1.3 Important Questions After Completing Checking

- (1) Can the contractor bid on the furnished documents without adding in undue contingencies?
- (2) Can the contractor build the project from the plans and specifications?
- (3) Can the Inspector ensure compliance with the designer's intentions using the plans and specifications?
- (4) Can the Inspector and the Contractor determine the quantities for payment without any doubt or question using the plans and specifications or will the Agency have to pay twice for part of the work due to poor description in measurement or payment clauses?
- (5) Are Change Orders going to be required --
 - o Because of likely variations in soils?
 - o Because of likely subsurface interferences?
 - o For reconnecting abutting driveways, utilities, etc.?
 - o For complying with right-of-way contract requirements?
 - o For omitted items necessary to make the project functional?

5.2 STAFF REVIEW

5.2.1 Design Parameters

A Project Report shall be prepared on all major projects as well as for any project that incorporated deviations from County Design Standards. A copy of the Project Report that established the design parameters shall be submitted to the DPWA at the completion of the project planning phase to allow input of suggestions at an early stage in project development.

5.2.2 Plans and Specifications

Upon completion of the plans and specifications, the PM shall distribute preliminary copies to the DPWA, Survey Engineering, RES Division (right-of-way), Traffic Engineer (if project affects county roads), the client, and to any other interested parties. (Also see the last paragraph in this Section)

The PM shall request that they review these documents and return them with any comments, made directly on the documents, within seven working days. After all plans are returned, or after seven working days, the PM may convene a review conference with RES and the client to discuss comments received.

The plans/specifications shall be submitted to the DPWA for review and approval signature. Allow at least one week for this approval.

All marked up check prints shall be retained until approval of the Plans & Specifications, or where prepared by a consultant, until the next deliverable is satisfactory.

5.2.3 Project Funding

Where all or part of the project funding comes from sources outside County control (e.g., grants, joint ventures or private funds), the memo or letter recommending the award of contract shall contain a full disclosure of the sources of funds, their magnitude, and a reference to the document that assures the County that the funds will actually be made available.

If such a reference cannot be made, the memo or letter should make clear the basis of the expected funding and any circumstances that might result in the failure of the funds to materialize.

5.3 BUILDING AND SAFETY REVIEW

5.3.1 Preliminary Review

See PPPM §3.5.10, Items (1) to (4).

5.3.2 Plan Checks and Building Permits

See PPPM §3.5.10, Item (5).

Also see PPPM §3.4.5.

5.4 PERMITS

All permits required for construction must be obtained and all the conditions of the permits included in the plans and specification prior to advertising a project for bidding or soliciting proposals where negotiation of contracts is allowed.

The conditions in permits from other agencies are at the top of the order of precedence in the contract documents. The plans and special provisions should be prepared so that the order of precedence doesn't have to play a role in interpreting the documents.

See PPPM §3.2, §3.3 & §3.4 for some of the types of permits required. These sections are not all inclusive and requirements of other agencies change frequently

Some permits have restrictive windows of time for construction. Where several permits from different agencies are required, such windows in the various permits may not be coordinated, resulting in little or no time for construction. Where this occurs, negotiations with the permitting agencies is required to insure an adequate construction time window. When the negotiations are successfully completed, the other aspects of the project schedule must allow the project to be constructed during the permitted time window.

In many cases, it is possible to determine the permit conditions in advance of permit issuance. This will allow the conditions to be included in the design as it is being developed rather than by a last minute, band-aid approach which seldom is the best solution.

If there appears to be justification for soliciting proposals prior to obtaining all required permits, the written approval of this action by the DPWA shall be solicited and obtained before proceeding.

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6.0 CONSTRUCTION CONTRACTS

6.1 SIGNED PLANS THROUGH NOTICE TO PROCEED

6.1.1 Code Definitions Summarized

Public Contracts Code (PCC) §22000, et seq. defines "Public Project" (subject to the public bidding laws); "Maintenance Work" (not subject to the public bidding laws); and "Emergencies" (allowing limited exemption from the public bidding laws).

PPPM **Supplement 6.1-2** provides County Counsel's guidance as to the line between "Public Projects" and "Maintenance".

- a. "Public Project" (Per PCC §22002(c)) includes: Construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair, painting and repainting of any publicly owned, leased or operated facility.
- b. "Maintenance Work" (Per PCC §22002(d)) includes:
 - (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purpose.
 - (2) Minor repainting.
 - (3) Resurfacing of streets and highways at less than one inch.
 - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- c. "Emergencies" (Per PCC §1102 & §22035) provides that when repair or replacement is necessary, the emergency will not permit a delay resulting from a competitive solicitation for bids and the Board finds that the action is necessary to respond to the emergency. Further, the emergency action shall terminate at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bid to let contracts.

PPPM **Supplement 6.1-1** includes the text from PCC on Emergencies.

A quick special provision and check list is available on nascfs01\pwa (F:) in Shared\PWA Forms\Plans&SpecPkg\EmergContractSpecPackage.doc. See PPPM Page I-2

6.1.2 Contracting Procedures

Four construction contract procedures are allowed by PCC §22000 et seq, and used by the Public Works Agency for projects. These are, respectively, Formal, Informal, Negotiated and Exempt Contracting procedures. Formal and Informal contracts are defined by (1) Contract price (PCC §22032); (2) Advertising method (PCC §22037 or Informal Bidding Ordinance); and (3) Award by Board or by DPWA when delegated by Board. The limitations of each type are detailed in **PPPM Table 6.1**. The dollar limits for contracts awarded under these procedures are subject to change by the California Uniform Construction Cost Accounting Commission. Changes are published in the California Code of Regulations. Numbers shown were effective July 1, 2011.

6.1.3 Exempt Contracts - Policy

Whenever emergency or urgency of action does not preclude it, take competitive bids for projects over \$45,000.

Exempt contracts can use competitive bidding without complying with the legal advertising requirements of the PCC, however, when time is not constrained, full advertisement should result in savings to the contracting Agency.

Before negotiating a contract, for other than emergency work, obtain quotations from several contractors. Negotiate with the one submitting the lowest quote. For subsequent work, rotate the list of contractors from whom quotes are solicited.

6.1.3 Exempt Contracts - Policy (Continued)

Plans and specifications must be prepared for all work that is competitively bid, and should be prepared for work where quotes are obtained from more than one contractor. Plans and specifications may be omitted where work is to be performed on a time and material basis, usually emergency work or for urgent or very small maintenance work

Before recommending the use of "Emergency" procedures, read PCC §1102, §22035, & §22050 (See **PPPM Supplements 6.1-1**).

Be sure that all the actions required are complied with.

TABLE 6.1 CONTRACTING CONSTRAINTS

CONTRACTING PROCEDURES				
PROCEDURES	FORMAL	INFORMAL	NEGOTIATED	EXEMPT
Construction, Maximum cost(No minimum size for any type)	No limit except annual contracts may not exceed \$3,000,000 adjusted for Cost of Living Index. (2011 4,200,000)	Estimated \$175,000,	\$45,000 including all CCOs.	No limit. Work must conform to the definitions for Maintenance" or "Emergency".
Type of Proposal from Contractor	Sealed bids with bid bond submitted at time specified.		Any type, including written or oral quotes, negotiation. See policy in PPPM §6.2.4 .	
Notice Inviting Bids to Trade Journals	Mailed 15 days prior to bid opening.	Mailed 10 days prior to bid opening.	Not required.	Not required but desirable if bids are taken.
Advertising	Publish 14 days prior to bid opening.	Not required.	Not required.	Not required.
Contract Awarded by	Board. If low bid is \$175,000 or less, may be awarded as an Informal contract. See 7.7.2.1b for CCO limitations.	Director of Public Works (DPWA). Board may award bid to \$187,500. If low bid more than \$187,500, then readvertise as Formal.	Director of Public Works (DPWA).	Maintenance work of \$100,000 or less by DPWA. Maintenance work over \$100,000 by Board. Emergency work of \$100,000 or less by DPWA Emergency work of over \$100,000 by Board unless Declaration of Emergency provides greater limit to DPWA
Signed by	DPWA, DD-ESD if <=\$5 million	DD-ESD DPWA	DD-ESD, DPWA	DPWA, DD-ESD if <=\$5 million
Contract filed with	Clerk of the Board	PWA-ESD	PWA-ESD	Over \$100,000 Clerk of the Board; otherwise PWA-ESD

- NOTES:**
1. Performance & Payment Bonds are required for all contracts over \$25,000.
 2. Bid Bonds & Performance Bonds are required whenever taking competitive bids.
 3. The change order authority for all types of contracts is shown in **PPPM §7.7.2, 7.7.2.1 & 7.7.2.2**.
 4. Contracts for maintenance work may use Formal, Informal or Negotiated procedures without conforming to the time and advertising limitations shown in the table.
 5. Contracts for "Emergencies: See **PPPM Supplement 6.1-1** for constraints on use. If Federal money is involved, must follow Federal rules.
 6. See **PPPM Supplement 6.1-2** to see if work is Maintenance.

SUPPLEMENT 6.1-1 EXCERPTS FROM PUBLIC CONTRACT CODE ON EMERGENCY CONTRACTING

§ 1102. Emergency

"Emergency" as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential services.

§ 22035. Emergencies

(a) In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two.

(b) In case of an emergency, if notice for bids to let contracts will not be given, the public agency shall comply with Chapter 2.5 (commencing with Section 22050).

§ 22050. Contracts without bids; procedures

(a)(1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b)(1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer the authority to order any action pursuant to paragraph (1) of subdivision (a).

(2) If the public agency has no county administrative officer, city manager, chief engineer, or other nonelected agency officer, the governing body, by a four-fifths vote, may delegate to an elected officer the authority to order any action specified in paragraph (1) of subdivision (a).

(3) If a person with authority delegated pursuant to paragraph (1) or (2) of orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(c)(1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.

SUPPLEMENT 6.1-1 EXCERPTS FROM PUBLIC CONTRACT CODE ON EMERGENCY CONTRACTING (CONTINUED)

(2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

(3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids-to let contracts.

(d) As used in this section, "public agency" has the same meaning as defined in Section 22002 (*Includes Counties & Special Districts*).

(e) A three-member governing body may take actions pursuant to subdivision (a), (1), or (c) by a two-thirds vote.

(f) This section applies only to emergency action taken pursuant to Sections ..., 20134 (*Counties*),..., 20604 (*Waterworks Districts*),..., 20685 (*Community Services Districts*),..., 20812 (*Fire Protection Districts*),..., 21072 (*Ventura County Watershed Protection District*),..., and 22035 (*Uniform Construction Cost Accounting Act*).

- NOTES:**
1. ... Indicates that section numbers referenced in the code are omitted here as they do not apply to Ventura County.
 2. (*name*) Names of acts used in Ventura County added for convince of reference.
 3. Code excerpts are from 2001 edition of the code.
 4. Board resolutions for County & all Board governed Special Districts, adopted November 25, 1997, delegated authority, pursuant to PCC §22050(b)(1) to the DPWA.

SUPPLEMENT 6.1-2 Guidance on Definition of Maintenance

County Counsel has given the following guidance as to when a project is "Maintenance" within the definitions contained in PCC as follows:

1. All elements of the work, albeit in potentially larger quantities, are those that are otherwise performed on a routine, recurring and usual basis for the preservation or protection of any publicly owned or publicly operated facility for its intended purpose.
2. All elements of the work are only a restoration of the original elements of the work.
3. While the original plans and specifications may be utilized in restoring the original elements of the work, the work may not incorporate any new design elements or constitute the total reconstruction of a destroyed structure.

If there is a question of whether a particular project meets the criteria of "Maintenance", contact the County Counsel.

6.0 CONSTRUCTION CONTRACTS - SIGNED PLANS THROUGH NOTICE TO PROCEED

6.2 PROCESSING PLANS AND SPECIFICATIONS

6.2.1 Overview - Contracts Pay Technician's Responsibilities

From the time plans and specifications are signed by the DPWA until the Notice to Proceed is issued, the processing steps are handled by the ESD-CSS, who is responsible for performing the following:

- (1) Plans, specifications (with federal wage rates, if applicable), and proposal form are sent to printing company for reproduction and binding. Order full sized plans and specifications for bidders and specifications with reduced sized plans as needed by (2) below. Also order a disk with PDF files of the plans and specs, and any supplemental documents such as geotechnical report.
- (2) Sets of reduced plans and specifications are prepared and distributed as follows:
 - 1 set - Contract Support Specialist
 - 4 sets - Project Manager (Includes Inspector & Project Tech)
 - 1 set - Bid Question Desk (For projects awarded by Board, this set together with Notice to Proceed and original contract is sent to Clerk of The Board after Notice to Proceed is issued)
 - 1 set - Client agency (non-PWA clients)
 - 1 set - Materials Engineer
 - 1 set - Design consultant (if any)

Note: Additional sets may be needed for joint funded or grant funded projects.
- (3) Post the PDF files on eBidBoard.
- (4) For formal bids only, Order of Publication prepared and sent to Daily Journal Corporation through their web site.
- (5) The Surveyor's counter technicians sell the plans and specifications and enter the names of prospective bidders and others who are obtaining plans on eBidBoard. Service charges are collected and accounted for.
- (6) Notices Inviting Bids are mailed to selected contractors as requested by the PM to encourage bidding.
- (7) Review addenda prepared by PMs to see that they are in proper form.
- (8) Post addenda on eBidBoard who will email or fax them to everyone on the plan holders list. Addenda must be signed by the DD-ESD or, if not available, by DPWA or acting DPWA.

The ESD-CSS normally schedules bid openings on Tuesday, Wednesday or Thursday at 2:00 PM on the earliest date allowed after receipt of the Project Package (see below), both for Formal and Informal Contracts.

When more than one project's bids must be opened on the same date and where the same contractors may want to submit bids for the other projects, additional bid opening times may be scheduled, such as 10:00 AM or 11:00 AM so that a bidder will know the results before submitting a bid on another project.

If longer advertising is desirable, the ESD-CSS must be so advised beforehand.

6.2.2 Formal Contract Processing

The PM is responsible for furnishing to the ESD-CSS all necessary information and the Project Package. The Project Package Check (PPPM **Fig 6.2-4**) shows the required items. It should be used to assemble the documents.

6.2.3 Informal Contract Processing

The procedure is the same as in PPPM §**6.2.2** for Formal Contracts, except that on simple projects, abbreviated plans and specifications may be used, newspaper advertising is not required, and a shorter bidding period is permitted. If the low bid exceeds \$175,000 and is less than \$187,500, the Board, by 4/5th vote, may award the contract.

FIGURE 6.2-1 REAL ESTATE SERVICES CLEARANCE FORM

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RW-61x

PUBLIC WORKS AGENCY
CENTRAL SERVICES DEPARTMENT
REAL ESTATE SERVICES DIVISION

MEMORANDUM

Date <date>

TO: _____, Project Manager

FROM: _____, Manager

SUBJECT: <Project Name and Spec No.>

REAL ESTATE SERVICES CLEARANCE

- [] This is to certify that the subject project is cleared for construction from an acquisitional and utility relocation standpoint.
- [] This is to certify that the subject project is conditionally cleared from an acquisitional and utility relocation standpoint, subject to the following conditions:

<If second block is checked, conditions will be filled in by RES Division>

<PM should make sure that conditions listed are complied with or taken

of in the contract documents.>

NOTICE - THIS CLEARANCE IS VALID FOR ADVERTISING UNTIL <Month Day>, <yyyy>

FIGURE 6.2-2 CENTRAL SERVICES CLEARANCE FORM

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PUBLIC WORKS AGENCY

CENTRAL SERVICES DEPARTMENT CLEARANCE

To be Completed by Requesting Department

Project Name <Project name form PR or WA>

Specification No. <Spec No.> Project No. <Project No.>

Budget Unit - Account <Budget Unit No. - Budget Account No.>

Estimated Construction Contract <Estimated Low Bid Price>

Estimated Total Projects Costs <Total costs, including PW Services,
Construction, R/W and Contingencies>

Person to Contact: Funding <Name & Ext of budget manager>

Justification <Name & Ext of PM or Project originator>

Return to: <Project Manager's name> Dept. <Dept name>

Reply Requested by: <Give date needed, not 'ASAP'. Allow time for processing.>

TO BE COMPLETED BY CENTRAL SERVICES

Project Budgeted [Yes\No] Amount <Amount shown in budget> (PWA only)

Available Appropriations <Current balance in Account> Date <Date>

Approved for Advertisement <Signature by CSD> Date <Date>

Comments: <Any potential problems or conditions>

FIGURE 6.2-3(1) PROJECT INFORMATION SHEET

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

Project Manager: Prepare form and submit to ESD-Contracts Technician with Project Package.

INFORMATION TO POST ON eBidBoard

Project Title: [Text Field]

Spec. No. [Text Field] Project No. [Text Field] Supv. Dist.# 1

Location of Project [Text Field]

City: [Drop-Down Fields]

Thomas Bros Map Location: Page [Text Field], [Text Field] - [Text Field], Also on Pages & Coord: [Text Field]

Project Type: [Drop-Down Field]

License Type Required: [Drop-Down Field] [Text Field]

Bidder Prequalification: [Drop-Down Field]

MBE/WBE/DBE/DVBE/SBE/UDBE Goal Percentages: [Text Field]

Time for Completion: [Text Field] [Drop-Down Field] Liquidated Damages: [Text Field] per Calendar Day

Pre bid Conference: [Drop-Down Field] Date [Text Field], Time [Text Field], Location [Text Field]

General description of project: [Text Field]

Project Purpose: [Text Field]

Work Types/Trades: [Text Field]

Price of Documents from County: [Text Field]

Shipping & Handling Cost: [Text Field]

INFORMATION FOR CONTRACT SUPPORT SPECIALIST-PREPARE DOCUMENTS & PROCESS PAY

1. Project funding sources. Check one or more.

- 1) ☐ Agency's budgeted funds only. 2) ☐ Federal funds.
3) ☐ State grant. 4) ☐ Long term borrowing.
5) ☐ Private land owner participation or other. Describe [Text Field].

2. Safety information for CalOSHA:

- A) ☐ Job involves trenching over 5' deep. Give range of trench depths: [Text Field]
B) ☐ Job has cut slopes over 5' high that are steeper than ¾ to 1. Give heights & slopes: [Text Field]
C) ☐ Job has unstable soil conditions not covered by a) or b) above. Describe: [Text Field]
D) ☐ An "Excavation Safety" bid item has been included to cover the above checked items.
E) ☐ Job will probably require scaffolding above the ground floor.
F) ☐ The use of explosives may be required for the Work.
G) ☐ There will be work around power lines, gas lines, telephone cables, etc. Specify [Text Field]
H) ☐ There may be some unusual safety hazards during construction. Specify: [Text Field]

FIGURE 6.2-3(2) PROJECT INFORMATION SHEET

3. Traffic information for emergency vehicle dispatchers to avoid possible delays and for Board members so they can respond to constituents' complaints or questions.
- A) ☐ Project work will not affect traffic on any public way.
- B) ☐ Project is on or may affect Roads, Streets or Highways. Those affected are: *[Text Field]*
- ☐ Traffic on *[Text Field]* may be restricted to one half of the roadway. Describe how traffic will be handled. *[Text Field]*
- ☐ *[Text Field]* will be closed to traffic. Describe duration, detours, local property access, etc.: *[Text Field]*
- ☐ There may be interruption to the normal flow of traffic. Describe: *[Text Field]*
- C) ☐ VCSS §7-10 has been modified by Special Provisions section: *[Text Field]*.
4. Contract Administration - Special Requirements: ESD-Pay Technician need this information to prepare contracts, make payments, perform time accounting and process contractor payrolls.
- A) ☐ Special insurance requirements are included. (i.e. Additional agencies or persons to be named as additional insured (and their interests), type of coverage, or limits). See Section(s): *[Text Field]*.
- B) ☐ Special bonding requirements are included. (i.e. Special bond to cover guarantee or maintenance, multiple bonds, bond amount not same as contract price.). See Section(s): *[Text Field]*.
- C) The following permits have been obtained: ☐ Building ☐ Grading ☐ Railroad
☐ CALTRANS ☐ City Street ☐ Other (Specify) *[Text Field]*.
- Is the Contractor required to sign and return copies with the contract documents? *[Text Field]*.
- D) ☐ Liquidated Damages provisions for failure to complete a portion of the work or schedules are included. See Section(s): *[Text Field]*.
- Has County Counsel approved the wording? ☐ No ☐ Yes
- E) ☐ Unusual time accounting features, planned suspension of contract time, or delayed Notice to Proceed are included. See Section(s) *[Text Field]*.
- F) Lump sum breakdown :
- 1) ☐ The special provisions §*[Text Field]* require a lump sum breakdown for bid item(s) *[Text Field]*.
- 2) ☐ Request a lump sum breakdown per VCSS §9-2 for bid item(s) *[Text Field]*.
- 3) ☐ No lump sum breakdown is required at this time.
- G) ☐ Requirements differing from Agency standards:
- 1) ☐ Advertising for bids. Method and time, describe fully: *[Text Field]*.
- 2) ☐ Bid documents must include the following: *[Text Field]*.
- 3) ☐ Bid opening procedures, describe fully: *[Text Field]*.
- 4) ☐ Bid abstract, format and authentication, describe fully: *[Text Field]*.
- 5) ☐ Award approval or notification, describe fully: *[Text Field]*.
- 6) ☐ Retention from payments, minimum required or maximum allowed. See section *[Text Field]*.
- 7) ☐ Payment documentation and approval, describe fully: *[Text Field]*.
- 8) ☐ Guaranties, required or not allowed. See sections *[Text Field]*.
- 9) ☐ Record keeping, describe fully: *[Text Field]*

FIGURE 6.2-3(3) PROJECT INFORMATION SHEET

- 10) ☐ Funding source requires files be retained for _____ years. (3 years is normal retention)
- a) ☐ Include Federal wage rates. Update if changed more than 10 days before bidding.
- b) ☐ Certified payrolls are required to be submitted weekly. Why required? *[Text Field]*
- c) ☐ State Compliance Monitoring Unit (CMU) Program is required.
- d) ☐ DBE requirements and forms are included. Comments: *[Text Field]*
- e) ☐ HUD or other federal requirements and forms are included. Comments: *[Text Field]*
- H) ☐ Type Stormwater Plan required: ☐ SWPPP (>1 acre) ☐ SWPCP (1 acre or less)
Forms & Instructions available at
http://portal.countyofventura.org/portal/page/portal/PUBLIC_WORKS/engineeringservices/pwa_construction_projects/Stormwater
- I) ☐ Distribute payment documentation to the following in addition to normal distribution:
[Text Field] *[Text Field]*
Name Mail or Brown mail address
- J) ☐ Distribute Plans & Specifications to the following in addition to normal distribution:
[Text Field] *[Text Field]*
Name Mail or Brown mail address
- K) ☐ Special guarantees are included. (i.e. More than one year; separate written document).
See Section(s): *[Text Field]*
- L) Unusual provisions for progress payments
- 1) ☐ Asphalt Index adjustment (pay date on first of month). See Section *[Text Field]*.
- 2) ☐ FHWA or other retention rules. See Section *[Text Field]*.
- 3) ☐ Payment proportional to rest of job or a pay item or other unusual pay provisions. See Section(s): *[Text Field]*.
- M) ☐ The specifications require that certain portions of the work be done by specialty subcontractors if the contractor does not hold the required specialty license in additions to his general engineering or building contractor's license. See Section(s): *[Text Field]*

Project Manager
05/31/12

Date

Form File 6_2-3Project Info Sheet.docx

FIGURE 6.2-4 PROJECT PACKAGE CHECKLIST

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PROJECT PACKAGE CHECKLIST – PPPM 6.2-4		
Project:		Spec No:
Ck	#	ITEM
	1	Original set of plans for reproduction, signed, sealed & numbered.
	2	Original specifications signed and sealed. Include any Federal or other special requirements – Provide any provisions that must be included in the specifications. Provide Specifications Cover. eMail Notice Inviting Bids .doc to ESD-CSS
	3	Cost Estimate including unit prices in an Excel file . Total, rounded to two significant digits, is used for the advertisement. The unit prices are used only in the Bid Abstract. . eMail .xls to ESD-CSS
	4	Real Estate Services clearance (PPPM Figure 6.2-1) or written approval of the Deputy Director of Public Works - Central Services, to advertise without a clearance.
	5	Central Services Clearance (PPPM Figure 6.2-2)
	6	Project Information Sheet (PPPM Figure 6.2-3) as a WORD file (PPPM §6.2.2 & 6.2.4.2). Include Specification section references to any special payment, accounting, withholding, reporting or other requirements that ESD must consider. eMail .doc to ESD-CSS The location of the project in narrative form must be sufficient for bidders to locate the site and for the recording of the Notice of Completion. The County Recorder requires that a layman must be able to identify the location from the description. In the case of a building, the address is sufficient. For other projects, describe the location in relation to public roads and named watercourses. Give distance and direction from a road where project is not adjacent to roads.
	7	Job Authorization – Supplemental Information Sheet (PPPM Figure 2.2-2) Required for all projects using Federal, State or Long Term Borrowing (PFC etc.) funds and all projects originated by other agencies. Must be signed.
	8	List of contractors to whom, it is suggested, that the Notice Inviting Bids be sent.
	9	Proposal form Complete & ready for inclusion in the Specification package. eMail .doc to ESD-CSS
	10	Liquidated Damage Computation. Use PPPM Fig. 3.5-3 form. (PPPM §3.5.1(2))
	11	Documentation of other Numbers that Might Appear to be Arbitrary. Computation of time allowed for completion, stipulated unit prices, stipulated differences used to compare bid alternates, and any other number that might affect the bid and that might seem to be arbitrarily chosen. (PPPM §3.5.1(1), (3), (4) & (5))
	12	PM will take the required actions concerning the Notice of Determination , if the project is not categorically exempt, with evidence of filing; or if the project is exempt, the Notice of Exemption . See PPPM §1.1.3.
	13	Potentially Sensitive Situations Memo. A draft memo from the Deputy Director to the Supervisor, in whose district the project is located, describing the project and the situation such as a lengthy road closure or removal of many large trees. (See PPPM §3.5.12 and §3.5.15 for details on Agency policies.)
	14	Negotiated Contract Award Memo (PPPM 6.5-3) & Copy of Plans & Specs. Exceptions for Negotiated Contracts to some of the above requirements: <div style="margin-left: 20px;"> (A) Items (1) and (2) may be in abbreviated form or just a short statement of the Work to be performed and only a copy furnished to ESD. (B) Item (9), (11) and (13) are not required. (C) The PM may waive the following if the conditions are met: Item (4) when there is no work in the public right-of-way. Item (8) if no outside funding is involved. Item (14) if the project is not considered environmentally sensitive. </div>
	15	Geo-technical Report: Copy has been delivered to the Surveyor's Counter. <input type="checkbox"/> No report made.
	16	Computations of Quantities and all required Permits are in the project file. Authorized Signature _____ Date _____
Submitted by: _____, Project Manager Date _____		

03/04/11

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6.2.4 Negotiated Contract Processing

6.2.4.1 Negotiated Contract Specifications

For a project where a negotiated contract is to be used (See **PPPM Table 6.1**), if VCSS, or the SSPWC is used, special provisions are required to eliminate some inapplicable sections and modify others. Because there is no proposal form for Negotiated Contracts, the special provisions must furnish the information shown on proposal forms for bid projects.

Negotiated contracts may not be allowed by State or Federal grants. Check the grant conditions carefully before using a negotiated contract where grants are involved.

Some of the special provisions to be included, keyed to VCSS, are shown in **PPPM Table 6.2-1**.

6.2.4.2 Negotiated Contract Procedure

- (1) The PM obtains the specification number from the ESD-CSS.
- (2) The PM handles all steps until the contractor has been selected and the price agreed upon. Contract law requires informed consent of the parties so when negotiating the contract be sure that the persons that you are negotiating with understand the terms of the proposed contract, including:
 - a) The Work to be performed. Particularly important on small jobs without detailed plans and specifications.
 - b} The time for completion and Liquidated Damages if specified.
 - c) The Insurance requirements. If the firm has not had a contract with the County, they may be unable or unwilling to meet the insurance requirements.
 - d) Bonding is required for exempt construction projects of \$25,000 or more. The firm may be unable to meet the bonding requirements.

As there are no bids or bid bonds, the firm awarded the contract may decide not to enter into a contract without incurring a penalty. This can delay the project for a considerable amount of time.

- (3) Whenever possible, before negotiating a contract, at least three competitive quotations should be obtained. The list of firms from whom competitive quotations are requested should be rotated to give all contractors who indicated interest an opportunity to obtain Negotiated Contracts.
- (4) The Public Contracts Code allows the negotiation of contracts for maintenance work without any upper limit. However, use of negotiation rather than competitive bids is not to be used except when there is great urgency or where sufficient justification exists. Use of negotiation is subject to the DPWA's approval. Maintenance contracts ordinarily will be handled as regularly advertised contracts except, that the advertising time may be reduced.
- (5) The ESD-CSS will prepare the contract upon receipt of the Project Package Check List with all indicated material completed. The contract shall be reviewed by the PM prior to being submitted for signature.

TABLE 6.2-1 SPECIAL PROVISIONS FOR NEGOTIATED CONTRACTS

VCSS shall be used for all contracts over \$5,000.
 Only when it is in the best interests of the Agency should VCSS sections 1-10 be modified (except as noted in the General Provisions Modifications below). Then in such case:

- VCSS sections 2-1 to 2-8, 2-10 to 2-12, 3 to 5, 6-2 to 6-14.3, 7-1 to 7-4.1, 7-7, 7-13, 7-15, 7-16, and 9 contain clauses that generally apply to all contracts. If they are modified, note and explain why when requesting the DPWA's approval of the documents. See **PPPM §3.1.2.2** for VCSS sections that may be modified.
- The Special Provisions below are suggested wording when modification of VCSS for maintenance or minor projects is desirable.
- Other special provisions shall be added as needed.

For **minor work under \$5,000**, consider using a purchase order. Check with Purchasing as they have blanket POs for common types of construction and repair work.

1000	GENERAL PROVISIONS MODIFICATIONS
1000-1	LIQUIDATED DAMAGES: The amount of liquidated damages specified in 6-9 shall be \$_____ per day. (See Note 1)
1000-2	CONTRACT BONDS: Section 2-4 is deleted. (See Note 2)
1000-3	STARTING TIME OF CONTRACT: Section 6-7.4 is deleted. The starting date of the contract time shall be _____.
1000-4	AWARD AND EXECUTION OF CONTRACT: Sections 2-1.1, 2-1.2, 2-1.4 and 2-1.5 are deleted. Failure of the contractor to promptly execute the contract and furnish the required bonds and insurance may result in the award of contract being rescinded, and the Agency making other arrangements for the project work.
1000-5	INSURANCE COVERAGE: The liability insurance coverage class shall be L-__ (insert B, C or D). (See Note 3)
1000-6	PAYMENT: (See Note 4)

NOTES

- While advisable, liquidated damages are not required. If neither VCSS nor SSPWC is referenced and liquidated damages are not desired, no clause is necessary.
- Use this section only when bonding is not considered necessary and only for negotiated contracts of \$25,000 or less. **NOTE:** The \$25,000 threshold limit (per CC §3247) is different than the \$45,000 threshold limit shown in **PPPM Table 6.1**.
- See **PPPM §3.5.19 Contractor's Insurance Coverage**. This must be provided for in all contracts, regardless of size or type of specifications used.
- Some form of payment provision needs to be included in all contracts. VCSS (and SSPWC adopted by VCSS) provide general payment provisions. They may need to be added to.
 A single final payment is allowed on contracts of \$5,000 or less. (PCC §9203)
- VCSS provides NPDES compliance. If VCSS is not used provide for NPDES compliance.

SPECIFICATION NUMBERS - SUFFIX

Negotiated projects (under \$45,000), **(N)**. **Maintenance** projects not bid, **(M)**.

TABLE 6.2-2(1) SPECIAL PROVISIONS FOR EMERGENCY CONTRACTS

Only when it is in the best interests of the Agency should VCSS not used nor VCSS sections 1-10 be modified except as noted in A below. Then in such case:

- A. VCSS sections 2-1.1, 2-1.2, 2-1.4, 2-1.5, 2-3.1, 6-1, 6-1.1, 6-1.2, 6-7, 6-8.2, 6-9, 7-4.5.1, 7-8.6 and 10 may contain requirements that should be modified or deleted for Emergency contracts. If they are modified, note and explain why when requesting the DPWA's approval of the documents. See **PPPM §3.1.2.2** for VCSS sections that generally may be modified.
- B. The Special Provisions below are suggested wording when modification of VCSS for Emergency contracts is desirable.
- C. If SSPWC is used without VCSS (this is not recommended), revise the suggested wording for consistency with SSPWC.
- D. When neither VCSS nor SSPWC is referenced, similar statements without references to VCSS or SSPWC will probably be needed in the contract form.
- E. Other special provisions shall be added as needed.

1000 GENERAL PROVISIONS MODIFICATIONS

- 1000-1 LIQUIDATED DAMAGES: The amount of liquidated damages specified in 6-9 shall be \$_____ per day. **-or-** Section 6-9 is deleted. **(See Note 1)**
- 1000-2 CONTRACT BONDS: *The amount of the required bonds must be specified, usually 100% payment bond and 100% performance bond.*
- 1000-3 STARTING TIME OF CONTRACT: Section 6-7.4 is deleted. The starting date of the contract time shall be _____. **(See Note 2)**
- 1000-4 AWARD AND EXECUTION OF CONTRACT: Sections 2-1.1, 2-1.2, 2-1.4 and 2-1.5 are deleted. Failure of the contractor to promptly execute the contract and furnish the required bonds and insurance may result in the award of contract being rescinded, and the Agency making other arrangements for the project work. **(See Note 3)**
- 1000-5 INSURANCE COVERAGE: The liability insurance coverage class shall be L-__ (insert B, C or D).
-or if not using VCSS-
The liability insurance coverage shall be (describe the coverage required guided by SSPWC 7-3).
(See Note 4)
- 1000-6 PAYMENT: **(See Note 5)**
- 1000-7+ Other VCSS modification as needed. **(See Notes 6 to 15)**

TABLE 6.2-2(2) SPECIAL PROVISIONS FOR EMERGENCY CONTRACTS**NOTES**

1. Liquidated damages are not required by law. If neither VCSS nor SSPWC is referenced and liquidated damages are not desired, no clause is necessary.
2. Section 6-7.4 is not in SSPWC, so don't refer to it if not using VCSS. VCSS 6-1 may also not be applicable, and if so delete. VCSS 6-1.1 & 6-1.2 will probably need to be modified.
3. Sections 2-1.1 through 2-1.5 are not in SSPWC, so don't refer to them if not using VCSS.
4. See PPPM §3.5.19 **Contractor's Insurance Coverage**. Insurance coverage by Contractor must be provided for in all contracts, regardless of size or type of specifications used. See VCSS 7-4 for requirements to include in contract if VCSS is not used. Because this section includes references to VCSS sections and the Proposal form, it should not be inserted without editing.
5. Some form of payment provision needs to be included in all contracts. VCSS and SSPWC provide general payment provisions. They may need to be added to.
6. VCSS provides NPDES compliance but may need to be modified for Emergency contracts.. If VCSS is not used provide for NPDES compliance.
7. VCSS (or SSPWC) 2-3.1 doesn't apply when bids are not being taken.
8. VCSS 6-7.1 may need modification to indicate duration of time and material work.
9. VCSS 6-8.2 is not allowed on some Federally financed work and is probably not applicable on time & material type contracts.
10. VCSS 6-9 may not applicable on time & material type contracts, or if desired, will require modification to apply to failure to furnish or maintain equipment.
11. VCSS 6-13 may need to be modified or deleted to allow weekend, night and holiday work.
12. VCSS 7-8.6 may require modification for Emergency contracts.
13. VCSS 10 requires all permanent work to be done in a site free of water which may not be possible for Emergency work.
14. Add a Special Provision as follows:
EMERGENCY CONTRACTING AUTHORITY
 This contract is for emergency work as authorized by Public Contract Code §22050. It is subject to termination at the earliest possible date that conditions warrant so that the remainder of the emergency work may be done by a contract advertised and bid in the manner prescribed by Public Contract Code §22000-22044.
15. If the contract is going to pay for emergency work performed at the direction of the Engineer prior to the date of the contract, add a Special Provision as follows:
PRIOR EMERGENCY WORK
 Payment for work performed prior to the date of this contract, at the direction of the Engineer, will be paid for on the same basis as work done under this contract.

SPECIFICATION NUMBERS - SUFFIX

Emergency projects (not bid, as authorized by PCC 1102, 22035 & 22050), **(E)**.

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6.0 CONSTRUCTION CONTRACTS - SIGNED PLANS THROUGH NOTICE TO PROCEED

6.3 ADVERTISING CONSTRUCTION CONTRACTS

Table 6.3-1 describes four basic time scenarios for advertising, awarding and starting construction of a project. **Table 6.3-1** shows elapsed times by contract type (PPPM §6.1).

PM coordinates with ESD-CSS in setting a bid opening date and time.

In selecting a bid opening date, in addition to meeting the minimum advertising time required by state code, consider the following:

- Plans and specifications must be available to put on eBidBoard when the Notice Inviting Bids is posted and available for sale.
- Complex projects (particularly those bid as lump sum) may require more time for quantity take-off, obtaining material quotations and obtaining subcontractor proposals.
- Avoid setting bid openings on Mondays and the day after a holiday as bidders have a problem obtaining final material supplier and subcontractor quotations until just before the bid time. On Fridays the PM may be off due to 9/80 schedule making it hard to verify answers to last minute bid questions or to determine if an addendum extending the bid date is necessary.
- Avoid having more than one bid opening at the same time where the same potential bidders may be involved as bidders usually want to know if they are low on one bid before submitting another one that would be started about the same time.

TABLE 6.3-1 TIME REQUIRED FOR ADVERTISING PROJECTS				
PROJECT PROCESSING MILESTONES & DAYS BETWEEN MILESTONES	ELAPSED TIME BETWEEN MILESTONES IN CALENDAR DAYS			
	FORMAL		INFORMAL	
	NORMAL	MINIMUM	NORMAL	MINIMUM
1. PM sends Project Package to ESD-CSS.				
1 to 2	10	4 ^⑥	10	4 ^⑥
2. Plans & Specs scanned, printed & bound.				
2 to 3	1		1	
3. ESD-CSS posts Notice Inviting Bids on eBidBoard which notifies Trade Journals . Send to Newspaper if Formal.				
3 to 4	22 ^{①⑤}		21 ^①	11 ^{①⑤}
4. ESD-CSS Opens bids & prepares Abstract (Usually Tuesday, Wednesday or Thursday, see above) & PM prepares & submits Board award letter.				
4 to 5	26 ^②		8	1
5. Contract Awarded.(Tuesday for Formal Contracts)				
5 to 6	28	14 ^⑥	28	14 ^⑥
6. Start of Contract Time.(First Working Day)				
TOTAL ELAPSED TIME IN DAYS 1 to 6	87 ^{①&②}	67 ^{④&⑥}	68	31^⑥

NOTES:

- ① If addenda need to be issued, see §6.3.1.3c & d for additional time required.(PCC 4104.5)
- ② Longer if Board "is dark" for the target day or "Fiscal Impact" information has not been ascertained in advance.
- ③ See §6.5.4.5 & Fig 6.5-6 to shorten this to 1 day.
- ④ If ① & ② don't extend time & ③ is used, 42 days.
- ⑤ These duration's are mandated by PCC 22037 & 22034 & Informal Bidding Ordinance (Fig G-1).
7 days added to advertising time to get ad in Thursday's VC Reporter.
- ⑥ Reduction of total by more than 7 days from "Normal" requires concurrence of DD-ESD. Lesser reductions are subject to workload constraints and may be approved by ESD-CSS. See PPPM 3.5.17 .
A fourteen day time interval may not be achievable due to bond and insurance requirements, possibly requiring the use of non-admitted carriers located out of state. See VCSS § 7-4.5.1 .

6.3.1 Forms and Addenda

6.3.1.1 Notice Inviting Bids

6.3.1.1.1 General

Notice Inviting Bids (NIB) is required to be published for public projects over \$175,000 by PCC §22037 and for public projects from \$45,000 to \$175,000 by PCC §22034(d) and the Informal Bidding Ordinance. For other projects, it is good practice to publish a NIB.

6.3.1.1.2 Required Content

The basic requirements include: identification and general description of the project; date, time and place for receipt of bids; where plans and specs can be obtained; bid guarantee required and performance and payment bonds obtained by successful bidder (PCC §20129); contractor's license class required (PCC §3300); notice that escrow may be used for retention (PCC §22300); mandatory pre-bid conference time and location (PCC §6610); borrow locations (PCC §20126 & F&GC §1603); posting of prevailing wages (LC §1773.2); and, prevailing wages or web address where available (LC §1773.2).

There may be other requirement when the source of funding is Federal, State, Ventura County Public Facilities Corporation or other borrowing, and for all Design-Build projects.

6.3.1.1.3 Form

Obtain the current standard form of Notice Inviting Bids from the Corporate Server (See **Introduction-C**). Modify as described in the instructions and as necessary to comply with funding and code requirements.

6.3.1.1.4 Addenda Requiring New NIB

Changes that must always be readvertised include: change in required contractor license class; an added mandatory pre-bid conference; a major change in the general description of the Work;

Any change that might cause a contractor to be interested in bidding, where the contractor was not interested due to the original NIB language, should be readvertised with bid date changed to meet the statutory advertising period. Such changes would include: the type of work to be performed, the size of the job (either significantly larger or smaller) affecting bonding capacity of the contractor.

6.3.1.1.5 New NIB – When Not Required

Most addenda will not require a new NIB and readvertising, including: addition or deletion of a reasonable amount of related work; correction of errors or omissions in the plans or specs; providing permits or permit conditions; providing geotechnical information; and, extending the bid date.

Federal requirements generally require the issuance of an addendum with revised wage rates if the rates advertised are changed more than 10 days before the bid date. This does not require a new NIB.

6.3.1.2 Proposal Forms and Standard Specifications

Obtain the current standard form for Proposals and VCSS from the Corporate Server (See **Introduction-C**).

6.3.1.3 **Addenda**

Whenever any change to the Plans and Specifications is required during the bidding period, an Addendum must be issued. Use the Addendum Form (PPPM **Figure 6.3-1**). The following must be followed in issuing Addenda:

- a. General - Addenda become part of the contract and are therefore a legal document as are the Plans and Specifications. This makes it necessary to carefully word the changes so as not to leave room for more than one interpretation.
Addenda cannot be used to change the license class required for bidding.(PCC3300)
- b. Plans - When Plan sheets are being changed this may be done in one of two ways:
 1. For minor changes in notes or deletion of an easily identified detail, the change may be described clearly in the body of the Addendum.
 2. For all other changes, a revised drawing must be issued. The revised drawing must have the revision marked with a numbered triangle on the drawing and in the revision block. The change should also be clouded on the back side of the original drawing before printing. If a previous revision cloud is on the original, it must be removed first. The sheet & drawing number with the revision number must be listed together with directions to replace the previously issued drawing. A new drawing being added will be handled in a similar manner except it will not have a revision number and will not indicate replacement.
- c. Timing - Addenda must be issued early enough to be received by all potential bidders far enough in advance of the bid opening time so that they can consider the addendum in preparing their bids. The effect of the addendum on estimating must be considered in determining the lead time required. Generally, addenda must be in the mail at least by the fourth working day preceding the bid opening. Major changes will require longer lead time. See also ¶d. below.
- d. Rescheduling of Bid Opening - It is PWA's policy to avoid changing bid opening dates by addenda. However, if an error or omission in the bid documents would have to be corrected during construction with a high cost change order and there is insufficient time to issue an addendum without extending the bidding period, the DPWA can approve such action. PCC 4104.5 require that the bid opening time must be extended at least 72 hours after any addendum that contains material changes (ones having a substantial impact on bid prices) is issued less than 72 hours before the scheduled bid opening. See also c. above.
- e. Signatures - Any Addendum that changes the design (Plans or Specifications) must be signed and sealed by the registered or licensed professional responsible for the original design. This is a legal requirement and it is also good business practice in the case of design by private consultants. Addenda affecting only the business aspects of the contract (VCSS or Special Provisions related thereto) need not be signed by the design professional. ESD-CSS will check addenda before signing.
All Addenda must also be signed by DD-ESD for DPWA, DPWA or Acting DPWA.
Addenda that significantly modify the scope or magnitude of the project, as shown in the Notice Inviting Bids, shall be transmitted to the DPWA or DD-ESD for DPWA by memo stating why the change will not result in reduced bidding competition due to lack of notice to contractors not on plan holder's list
- f. Delivery - For projects posted on eBidBoard, the ESD-CSS will post the addendum and eBidBoard will notify all Document Holders and confirm to Agency. If a project was not on eBidBoard, the ESD-CSS will mail the addenda to all persons to whom Plans & Specifications sets were issued. ESD-CSS will provide copies for the sets at the Survey counter and for contractors last minute use at the public counter.

FIGURE 6.3-1 ADDENDA FORM

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

COUNTY OF VENTURA PUBLIC WORKS AGENCY

Date: _____

To: All Prospective Bidders

From: <Director's Name>

Director of Public Works Agency

Addendum No. _____

Subject:

Project Name: _____

Specification No. _____

Project No. _____

Bids to be Opened <If Bid Opening time or date is being changed, show [Original mm/dd/yy] is changed to ['Day of week' mm/dd/yy]>

Make the following modifications to the bidding documents for subject project:

- < 1. The Addendum becomes part of the contract documents, so is just as important as the plans & specification.
- 2. Use clear, non-ambiguous language.
- 3. Identify all attachments in the addenda, marking the attachments with the Spec No. and Addendum number.
- 4. Specification: Attach replacement or added pages and provide instructions for incorporating them in the specifications.
- 5. Plan Changes: Short notes can be added by giving the text in the addendum and telling where it goes.
- 6. Graphical changes: Provide a numbered and identified sketch or for extensive changes, a replacement plan sheet.
- 7. Proposal Form: Replace entire pages for any change. If one of the pages containing bid items is replaced, replace all pages containing bid items. If the number of pages in the proposal is changed, replace the entire proposal form as the page number cross-references will not be correct. >

<When a change is being made in the bid opening time or date include a numbered paragraph in the body of the addenda (in addition to the statement in the Subject) like:

1. The time for opening bids is changed from 3:00 PM, November 14, 2000 to 2:30 PM Wednesday, December 6, 2000. > <NOTE: Addenda cannot make bid date & time earlier.>

< **NOTE:** Addenda that significantly modify the scope or magnitude of the project, as shown in the Notice Inviting Bids, shall be transmitted to the DPWA by memo stating why the change will not result in reduced bidding competition due to lack of notice to contractors not on plan holder's list.>

Acknowledgment of this addendum by inserting the addendum No. on page _____ of the Proposal is required. Failure to do so may result in the disqualification of your bid.

Approved: _____

<Director's Name>, Director

_____ Date Approved

<NOTE: DD-ESD is authorized to sign For DPWA when DPWA is not available.>

<The following footer must be on each page of the Addendum form.>

ADDENDUM NO. <#>

SPEC NO. <AAYY-NN>

PAGE # OF #

6_3-1AddendaForm.dot

6.0 CONSTRUCTION CONTRACTS - SIGNED PLANS THROUGH NOTICE TO PROCEED

6.4 PROCESSING CONSTRUCTION CONTRACT BIDS

6.4.1 Questions and Answers

During the bidding period, bidders may raise questions about interpreting plans and specifications, or concerning such things as availability of materials sources and disposal areas, substitutions of materials, and alternate methods of performing the work. Any such questions shall be referred to the Project Management Division-ESD where they will be evaluated to determine if an individual answer is appropriate or whether an addendum should be issued to give the information to all bidders. PMs or designers shall not answer such questions from bidders directly. Callers shall not be referred by ESD to others but ESD shall obtain information from the PM or designer before making the decision that an addendum is necessary. (See PPPM **§6.3.1.3** on issuing Addenda)

If the responding ESD Engineer believes that an answer to a contractor's question is appropriate without issuing an addendum, the engineer shall record the question and its answer, the name of the bidder who asked the question, and the date, and initial the record. The record of all such questions and answers shall be forwarded to the PM with the Notice to Proceed.

6.4.2 Prebidding Conference

A prebidding conference shall be scheduled in the following situations:

- (1) For projects located in security areas and closed areas.
- (2) For building remodeling projects.
- (3) For any project when the PM deems it desirable.
- (4) When required by Federal or State grant requirements.

Prebidding conferences should be scheduled about six days before the bid opening date for smaller projects, and about two weeks before for larger projects with extended advertising time. The time and place for the meeting shall be indicated in the specifications and on the first page of the proposal forms.

The meeting may be held in the field or in the Agency's offices, as the PM feels is best. The only County representative at the meeting shall be the PM, but a Project Technician or Secretary may be present to record questions and answers. That ensures that all replies to questions receive the same answer. The PM shall document the questions and answers covered at the conference and provide it to the ESD-CSS immediately following the meeting. The ESD-CSS will place this in the Bid Question Record binder which will help in answering questions and will be included with other questions/answers. (See above.)

Whenever possible, questions should be answered by telling contractors where the information is available on the plans and in the specifications. The proper answer to some questions may be: "the County does not have that information."

Questions requiring answers that cannot be obtained from the contract documents will usually need the issuance of an addendum so that bidders not present also will have the information. All corrections and changes to contract documents must be by addendum.

6.4.3 Bid Opening Procedure

The ESD-CSS will open bids for the Public Works Agency via the following procedure: (In the event of any irregularities, notify the DD-ESD.)

- (1) Be at the location where the bids are being deposited 10 minutes before the time stated for receiving the bids. Check the clock with Official U.S. Time link on ESD web site. Lock the slot in the bid box at the stated time. Remove the locked bid box to the bid opening location. (See (3) below.) The combination of the lock is held by ESD-CSS, ESD-CT and DD-ESD.
If a bidder or bidder's representative requests return of a bid before the bid opening time, follow the procedure indicated by **PPPM Figure 6.4-1** (which is posted on the bid box) using the form in **PPPM Figure 6.4-2**.
- (2) Do not open bids until the hour stated. While the most commonly used time for bid openings is 2:00 PM, check the Proposal form, Notice Inviting Bids and all Addenda for date and time of bid opening. In case of discrepancy between these, the latest time must be used. Lock the box at the exact time stated. Do not accept bids after that time. The location for bidders to submit bids is indicated in the bidding documents. If a bidder brings a bid to the bid opening location rather than the place designated for receiving bids, that bidder should be directed or taken to the proper location.
PCC 4104.5 requires that bids, received after the time specified in the Notice Inviting Bids (as modified by any addendum), be returned to the bidder unopened.
For bids sent by U.S. Mail, see the Instruction to Bidders (Item No. 13) in the project's Proposal form for the procedure for handling mailed bids and when mailed bids are considered to have been received. Careful investigation is required to determine compliance.
- (3) Move the bid box to the bid opening location. Have copies of the list of prospective bidders available for distribution to the audience.
- (4) Unlock the bid box and remove all envelopes. If requested to do so, show the empty box to the audience.
- (5) Announce the name and specification number of the project bids to be opened. If bids for more than one job are to be opened, begin with the one of greatest interest to most people present.
- (6) If requested by anyone present, read unit prices, if any, from all bids, and read the list of subcontractors from the apparent low bid. It may be suggested that this information is available on the ESD web site in a few hours.
- (7) If asked about when contract will be awarded, state that if award is recommended by the Department Director and if no unusual circumstances require a delay:
 - a. Usually within a few day for informally bid projects and formally bid projects where the Board has delegated award authority to the Director.
 - b. Usually in 3 to 5 week at a Board of Supervisors regular Tuesday meeting.
- (8) If anyone in the audience objects to any part of the procedure, or to the acceptance or rejection of any bid, the proceedings may be interrupted to obtain an opinion from the DD-ESD, who in turn may need to consult the County Counsel. Do not let anyone handle the bids! However, the bids may be shown to anyone requesting to see them. The issue of accepting or rejecting bids at the bid opening applies only as the question of the bid being received on time. Other irregularities, such as the lack of a bond, the lack of a signature, or uncalled-for additions to the form, etc., should be announced. However, the final decision on acceptance or rejection will be made later.
- (9) Lock the bid box, leaving the flap unlocked, and return it to the location designated for the receipt of bids.
- (10) Place the bids in the project file maintained by the ESD-CSS.

6.4.4 Bid Evaluation Procedure

The ESD-CSS, having performed the above-described bid opening procedure, checks all bids for irregularities per PPPM Table 6.4-3.

The selection of alternates and schedules shall be made in accordance with the criteria specified in the bidding documents.

The DD-ESD, is notified of any irregularities per PPPM Table 6.4-3. The ESD-CSS prepares a bid abstract to be signed by the DD-ESD, distributes copies to the DPWA and the PM for their review and posts it on the Web site. The PM determines if an award is to be made, and will inform the ESD-CSS by phone and email. PM also will provide funding (and other) information that is needed.

6.4.5 Bonds

The California Civil Code §3247, requires a payment bond for all public works contracts exceeding \$25,000. Public Contract Code PCC §20129, requires a faithful performance bond on all contracts that are Bid. Bid bonds are required on all bids by PCC §20129 or by one of a number of other sections of the PCC. No bonds are required for Negotiated Contracts in amounts under \$25,000 that are entered into by the DPWA but in some cases it may be desirable to require bonding. When ever a Payment Bond is required, a Performance Bond should also be specified.

NOTE: The \$25,000 threshold limit (per CC §3247) is different than the \$45,000 threshold limit (per PCC §22032a) shown in **PPPM Table 6.1**.

The Ventura County Bond Book gives additional details on all types of bond, the forms to use, how to check bonds and where to store bonds.

6.4.6 MBE/DBE/WBE Contractors

Where requirements for listing MBE/DBE/WBE participation on the project is included in the specifications (usually projects with state or federal funding), such listing must be checked for compliance. See **§ 3.3-19** for using CAL CERT for checking certification.

6.4.7 Bidder's Claim of Error

If a bidder indicates orally that error has been made in the bid submitted, no statement should be made as to whether the bidder will be allowed to withdraw the bid. The bidder's statement should be reported to the DD-ESD promptly who will advise as to any action to be taken.

When a bidder first indicates that an error was made and that the bidder may request withdrawal of the bid, it is PWA policy for the PM to immediately make an unannounced to visit the bidder's office and review and obtain copies of all pertinent estimating and bidding documents and a statement of how the bidder claims the error was made, so that if a written request for relief is received it can be evaluated for compliance with the code. If the bidder's office location makes this action impractical, then the PM should immediately call the bidder to ascertain their FAX number, then Fax a request that the bidder Fax to the Agency the documentation within one hour. In either case, PM reviews the originals of all the documents furnished.

If a bidder submits a letter requesting the withdrawal of a bid, the above indicated review of the bidder's working papers must be made if not already accomplished. The letter, the bidder's documentation and any analysis by the PM should be reviewed with the DD-ESD. Then County Counsel should be asked for advice.

The PM shall prepare a report supporting the recommendation to relieve or to not relieve the bidder claiming an error. This report shall be referenced in or made part of the Board letter or, for DPWA awarded contracts, the award memo. The report shall be filed in the project file.

See PPPM §3.3.22. Note that only the Board or a court can relieve the bidder on contracts that are to be awarded by the Board. The DPWA can relieve the bidder on contracts that can be awarded by the DPWA.

FIGURE 6.4-1 HOW TO RETRIEVE A BID

1. Inform staff at Surveyor's counter that you want to retrieve a bid from the box.
2. Fill out the form furnished by staff.
3. Show a photo ID or Contractor's license pocket ID.
4. Staff will open the box and hand you the bid.

NOTE: This process may take about 10 minutes.

To resubmit the bid, place it in the box before the bid deadline.

FIGURE 6.4-2 RETRIEVAL OF BID (Rduced)

COUNTY OF VENTURA - PUBLIC WORKS AGENCY

RETRIEVAL OF BID

DATE: _____ TIME: _____

On this date, the undersigned, a representative from the firm of:

NAME: _____

ADDRESS: _____

Requested that their bid for:

_____ Spec. No. _____
[Name of Project]

be removed from the bid box. I understand that this may take about 10 minutes and that it is my responsibility to place a replacement bid, if any, in the bid box prior to the time for receiving bids.

REQUESTED BY:

[Print Name of Bidder or representative]

[Signature]

☐ ID Checked & Bid removed by: _____
[Print Staff Members name & Sign]

[Date & Time]

NOTE: Place copy of this form in bid box when bid is removed.

FIGURE 6.4-3 BID IRREGULARITIES – EFFECT ON ACCEPTABILITY OF BIDS

A. IRREGULARITIES WHICH MAY NOT BE WAIVED BY AWARDING AUTHORITY

1. Proposal not signed.
2. No bid bond or insufficient bid bond (less than 9 1/2% of bid). If bid bond is not on Agency furnished form, consult County Counsel.
3. Anything on the proposal that is not called for and which qualifies the proposal. If in doubt, check with County Counsel.
4. Unlicensed bidder or bidder with license class other than as specified.
5. Unacknowledged addendum that would significantly increase the cost.
6. Late bid.
7. Failure to meet requirements of federal or state project funding stated in the proposal.
8. Debarment by the State of California. On Federal Excluded Parties list if federal funds are being used.

B. IRREGULARITIES WHICH MAY BE WAIVED BY AWARDING AUTHORITY

1. Unacknowledged addendum that deletes part of work or would reduce cost.
2. Unacknowledged addendum that is so minor that project can be properly completed without addendum changes. If in doubt, check with County Counsel.
3. Bid bond in a fixed dollar amount (at least 9 1/2% of bid) instead of the specified 10% of bid
4. Bid bond signed by surety but not by contractor.
5. Something written on the proposal that appears to be a reminder to the bidder and could in no way considered as qualifying the bid. If in doubt, check with County Counsel.
6. Failure to submit a part of the proposal form which requires no entries affecting the bid (such as: cover sheet or instruction to bidders).
7. Omission of license or class, date, city and state on the proposal form providing the license is valid and the class is as specified.
8. Listing of an incorrect contractor's license number for a subcontractor if the corrected number is submitted by the prime contractor within 24 hours of the bid opening and the correct number's associated name and address matches the name and address of the listed subcontractor.
9. Other minor items that would not affect the work.

C. ITEMS SUGGESTED TO BE IRREGULARITIES BY OTHER BIDDERS BUT ARE NOT

1. Errors in extension of prices or addition that can be corrected by rules stated in the proposal.
2. No subcontractors listed. (Contractor must do all work with Contractors own forces)
3. More than one subcontractor listed for an item of work. (Contractor must do that item of work with Contractors own forces)
4. Non-union contractor.
5. Bidder with poor reputation.

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6.0 CONSTRUCTION CONTRACTS - SIGNED PLANS THROUGH NOTICE TO PROCEED

6.5 AWARD OF CONTRACT

6.5.1 Pre-Award Review

The PM shall review the construction bids before the contract award is made by using his or her project estimate. When the low bid is significantly different from the estimate, the PM should try to determine the reason(s), both for deciding whether to recommend an award as well as to see if the estimating data should be revised.

The spread between the bid and the estimate for each bid item on unit price jobs should be reviewed, giving particular attention to any item where quantities may change due to quantity estimate errors or because of the potential for Change Orders.

The ESD-CSS will prepare an abstract of bids, checking the arithmetic and applying any "Bid Price Adjustments" entered by the bidder, and review the bids for compliance with the administrative requirements of the bidding documents.

For formally bid projects, the PM prepares a letter to the Board of Supervisors either recommending contract award and enclosing bid abstracts, or recommending rejection of all bids.

For informally bid or negotiated projects, the PM prepares a memo to the DPWA.

Any apparent problems should be brought to the DPWA's attention when the award (or rejection) memo or Board letter is prepared.

6.5.1.1 Notification of Award to Contract Support Specialist

The ESD-CSS needs to know in advance when the contract is to be awarded to allow time for preparation of contract documents.

The ESD-CSS needs to know of the award of a contract promptly to be able to comply with VCSS §2-1.2 which requires email and telephonic notification to the Contractor within one day of award and sending notification by mail with the contract documents within 3 business days.

To facilitate these actions, the PM shall furnish the ESD-CSS the following:

a. **For Board awarded contracts:**

1. A copy of the Board letter when it is sent to the Board in final form.
2. Notification of the Board's action the same day as the action is taken.

b. **For DPWA awarded contracts:**

1. Notification of planned award as early as possible, but at the latest before the memo is sent to DPWA.
2. A copy of the award memo after it has been signed by the DPWA.

6.5.2 Contract Support Specialist's Contract Preparation Duties

The ESD-CSS is responsible for preparing the contract on the standard form, using information from the accepted bid.

6.5.3 Verified Mailing Procedure

For most contract correspondence use the following verified mailing procedure:

- (1) Place appropriate postage on the correspondence envelope.
- (2) Place the envelope in a U.S. Postal Service "mail box"; do not use the County's internal mail system.
- (3) Log in the following:
 - (A) The subject of the correspondence,
 - (B) The place, date and time of mailing, and
 - (C) The initials of the person who mailed the envelope.
- (4) Fill out a Certification of Service by Mail form, shown as PPPM **Figure 6.5-1**, and attach the form original to the file copy of the correspondence.
- (5) See Code of Civil Procedures §1013 for effect on notification time.

6.5.4 Award-of-Contract Communications

Where relevant, the information required by PPPM §6.5.4.1 and §6.5.4.2, shall be included in the award memo or Board letter. In addition, any other special funding arrangements or features of the project shall be described. Where bids for the same project have been rejected previously, pertinent information concerning the earlier bids also must be included.

FIGURE 6.5-1 CERTIFICATION OF SERVICE BY MAIL

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

CERTIFICATION OF SERVICE BY MAIL

I, <Full name of person actually putting the letter in U.S. Mail box>, do hereby certify that I am a resident of or employed in the County of Ventura, over 18 years of age, not a party to the within action, and that I am employed at and my business address is:

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-_____

On <Date placed in U.S. Mail Box with stamps>, I served the within

<Describe the document in enough detail to distinguish from any other>

Spec. No. <Spec No., if applicable> Project No. <Proj No., if applicable>
by placing the original in an envelope addressed as follows:

<Show name and address exactly as on envelope>

and then sealing the envelope and, with postage thereon fully prepaid, depositing it in the United States mail in this city by ordinary first class mail.

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on <Date>, at <Ventura>, California.

<Full signature>

6.5.4.1 Building and Safety Permits

In the memo or letter recommending award of contract for projects requiring building permits, included one of the statements required by the Board's policy REF⑦Glossary. (See the policies in PPPM §3.5.10, the alternative statements in (6) thereof and PPPM **Figures 6.5-3, 6.5-4 & 6.5-5.**)

6.5.4.2 Project Funding Disclosure

Where all or part of the project funding comes from sources outside County control (e.g., grants, joint ventures or private funds), the memo or letter recommending award of contract shall contain a full disclosure of the sources of funds, their magnitude, and a reference to the document that assures the County that the funds will actually be made available. If such a reference cannot be provided, the memo or letter should make clear the basis of the expected funding as well as any circumstances that might result in the failure of the funds to materialize. For projects originated by agencies outside Public Works, the Job Authorization - Supplemental Information form (**Fig 2.2-2**)

is required to be submitted by the originator, and approved both by PWA-Fiscal Services and by the cognizant DD.

6.5.4.3 Award Memo/Board Letter for Negotiated Contracts

For Negotiated Public Works Construction Contracts of \$45,000 or less, Maintenance Contracts of \$100,000 or less, and Exempt contract within limits set in the Declaration of Emergency (as described in PPPM Table **6.1**), the PM shall prepare an Award-of-Contract Memo in the form shown in PPPM **Figure 6.5-2** (two sheets). That memo, together with the proposed contract having the relevant signature block, shall be submitted to the DD-ESD for DPWA, DPWA or Acting DPWA for approval and execution.

For Negotiated Contracts exceeding the limits set forth in the previous paragraph (See **PPPM Table 6.1**), the PM shall prepare a Board letter in essentially the form required for Formal Contracts, the format for which is described in PPPM §6.5.4.5. Explain: (1) the authority for a Negotiated Contract, (2) why this process was used, as distinguished from seeking bids, and (3) that the price was obtained through negotiation, comparison of quotations, etc., rather than via competitive bidding.

Notify ESD-CSS per PPPM §6.5.1.1

6.5.4.4 Award Memo/Board Letter for Informally Bid Contracts

For Informally Bid Contracts of \$175,000 or less (described in PPPM §6.1.2), the PM shall prepare an Award-of-Contract Memo in the form shown in PPPM **Figure 6.5-3** (two sheets). That memo shall be submitted to the DD-ESD for DPWA, DPWA or Acting DPWA. for approval. After the contract documents have been signed and necessary bonds and insurance certificates submitted by the contractor, the ESD-CSS shall forward the proposed contract and a copy of the award approval memo to the DPWA for execution.

An Informally Bid Contract for which the bid is more than \$175,000 but is equal to or less than \$192,500 can be awarded by a 4/5 vote of the Board, if the Board determines that the Agency's cost estimate was reasonable. In that instance, provided the bid is considered reasonable, the Board letter shall be prepared in essentially the format described in PPPM §6.5.4.5. Refer to Public Contract Code §22034(f) and explain the authority for the award in the letter. The recommendation shall include the necessary determination language to authorize the award in accordance with the code.

Notify ESD-CSS per PPPM §6.5.1.1

6.5.4.5 Board Letter for Formally Bid Contracts

For all Formally Bid Contracts (described in PPPM §6.1.1), the PM shall prepare a Board letter in the format shown in PPPM **Figure 6.5-4** (three sheets) and provide a copy to the ESD-CSS.

In some unusual situations, it may be necessary or desirable to have a Formally Bid Contract awarded:

- a. When the bid opening is too near the award date to have the bid results included in the award. Use Board letter format in PPPM **Figure 6.5-6A** (two sheets).
- b. When the Board will not be in session. Use Board letter format in PPPM **Figure 6.5-6B** (two sheets). After Board approval, for contracts of \$5,000,000 or less, the DPWA has directed the DD-ESD to award and execute the contract.

The award of a contract, for which the contract amount is over the limit for Informal bidding shown in PPPM **Table 6.1**, and for which the DPWA has been delegated limited authority to award, shall be by memo as shown in PPPM **Figure 6.5-3**.

Notify ESD-CSS of award per PPPM §6.5.1.1.

6.5.5 Notice of Contract Award

After the bid has been awarded, the ESD-CSS prepares a Notice of Award letter to the contractor transmitting the contract and bonds and giving instruction for completion and return. The ESD-CSS also prepares California Department of Industrial Relations form PWC- 100 on line and makes it the Notice of Award of Contract (PPPM Figure 6.5-7) by adding additional Agency information. Copies of the Award Notice (modified PWC-100) are posted on the PWA-ESD website, <http://pwa.ventura.org/engineering-services-department/awarded-contracts> and the Ventura County Fire Department is notified.

The ESD-CSS is responsible for checking the returned contract, bond and insurance certificates when these are submitted within the specified time. (The bond is checked to see that it meets the requirements of the specifications and the State law.) When the documents are not received back within the specified time the DD-ESD is notified and a letter, the Notice of Delay of Contract Award, is written and sent to the contractor.

The contract and bond are transmitted to the DPWA to obtain his signature. After being signed, it is returned to the ESD-CSS who makes two paper copies and a PDF of the contract. A paper copy is sent to the Contractor and the other placed in the pay file. The PDF is sent to the Client, the Contracts Section, Inspector, the project file, and the Auditor-Controller. (See also PPPM §6.6.8 for Contractors copy) The original contract plus the bid proposals are transmitted to the Clerk of the Board. The ESD-CSS will check with the PM to see if there is any reason not to issue the Notice to Proceed. (See PPPM §3.5.17.)

6.5.6 Rejection of All Bids

Several situations may occur where all bids must be rejected. Proper planning ahead will in many cases avoid these situations. Bidders expend considerable money putting together a bid, so such situations should be avoided if possible. Also, if a job is rebid within the several months following the first bid opening, without significant change in scope, many bidders shy away from the second bidding as they have already tipped their hand on their bid amount.

The following may necessitate rejection of all bids (with some causes):

- a. Bids exceed the amount of funds available. (Poor plans, poor estimating, all contractors very busy, etc.)
- b. Low bids greatly exceeds cost estimate. (If other bids are widely spread, this usually means poor plans; if spread is tight, the estimate is probably low; extensive addenda issued, especially late in the bidding period.)
- c. Bids were taken without having secured all right of way or all permits and these will be delayed for an indeterminate period or can't be obtained. (This usually occurs when trying to rush a project.)
- d. Funding source not now available. (Federal or state grant not actually obtained before bidding, local funding diverted to other use during bidding period, budget reduction during bidding period, etc.)
- e. Discovery of major errors or omissions in the bidding documents too late to issue an addendum and which can not be corrected by a CCO after award. (These are usually pointed out by bidders or material suppliers.)

If rejection of bids is necessary, it should be done as early as possible as the low two bidder's bonds are held until award, rejection or expiration of time specified in the bid. This can affect contractors ability to bid other projects.

Rejection of formal bids must be by the Board. See PPPM **Figure 6.5-5** for the format. Informal bids can be rejected by the DPWA. Provide the DPWA with a memo containing the same information as in PPPM **Figure 6.5-5**.

6.5.7 Construction Schedule - Action

The PM shall review the construction schedule received from the Contractor, before Notice to Proceed is issued, to be sure that the schedule shows completion on the exact time allowed for completion by the contract. If this is not the case, the Contractor must either resubmit the schedule showing the completion time as provided by the contract, or enter into a no cost CCO reducing the contract time to the early completion date shown on the schedule.

The specifications require that the schedule show completion within the time allowed by the contract, and if necessary, show shift or overtime work necessary to accomplish this.

6.5.8 Transmittal of Contract

When contract has been executed by the Contractor, and when bonds and insurance certificates are received and correct, ESD-CSS has contract executed by DPWA. ESD-CSS transmits the fully executed contract to the Contractor indicating not to start until a Notice to Proceed is issued. A copy of the Prevailing State Wage Rates are normally furnished to the Contractor at the pre-construction meeting, but if not, are included with the executed contract.

6.5.9 Notice to Proceed

The ESD-CSS prepares the Notice to Proceed and obtains the signature of the DD-ESD. The ESD-CSS sends the PM a copy of the Contract, Bonds and Insurance Certificates.

6.5.10 Record of Actions

A record is kept by the ESD-CSS in the project file of each major step in the operation and the date it occurred.

**FIGURE 6.5-2(1) AWARD OF NEGOTIATED CONSTRUCTION CONTRACT - MEMO
FORMAT**

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
<DEPARTMENT>**

Date:

To: <Director's Name>, Director of Public Works Agency
Via: <name>, Director, <Dept. Name.>
From: <name>, Project Manager

Subject: AWARD OF CONTRACT - NEGOTIATED
<Project Name>
SPEC. NO. <spec #>; PROJECT NO. <PWA project #>

It is requested that you:

1. Award contract to _____.
2. Authorize the Engineering Services Department to request that the Auditor-Controller encumber \$ <#> in Budget Account No. <Dept. #-Account #>.
3. Approve the Notice of Exemption <if applicable>

The purpose of this project is <describe in general terms>.

Negotiations were concluded on <date>. The contract amount <#>% [above\below] the Project Manager's estimate of \$ <#>. Competitive quotes [were\were not] obtained, and the recommended contractor [did not submit\submitted] the lowest quote. <If not the lowest quote, explain selection.>

The <agency name> Agency [and the CEO's Capital Projects Coordinator] concurs with award of this action.

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Class <#> in the State CEQA Guidelines. A Notice of Exemption [will be filed after your action \ will not be filed].

FIGURE 6.5-2(2) AWARD OF NEGOTIATED CONSTRUCTION CONTRACT - MEMO FORMAT

<Director's Name>

Page Two

<Description of permits, right of way, etc, required for this project and any that have not been obtained and why>

Funds for construction of this project are available in Budget Account No. <Dept #-Account #>.

Funding has been verified by <name> on <Date>.

The estimated total project costs are as follows:

Preliminary Engineering:	\$<#>
Construction Contract:	<#>
Construction Engineering:	<#>
Right of Way:	<#>
Contingencies:	<#>
Other:	<#>
Total	\$<#>

<Additional comments>

Contract Award Approved:

Director of Public Works Agency Date

**FIGURE 6.5-3(1) AWARD OF CONSTRUCTION CONTRACT BY DPWA
MEMO FORMAT**

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
<DEPARTMENT>**

Date:

To: <Director's Name>, Director of Public Works Agency
Via: <name>, Director <Dept. Name>
From: <name>, Project Manager

Subject: AWARD OF CONTRACT - <INFORMAL BIDS / SPECIAL DELEGATION>
<Project Name>
SPEC. NO. <spec #>; PROJECT NO. <PWA project #>

It is requested that you:

1. Waive any minor irregularities in the bids.
2. Award contract to lowest responsible bidder based on Board delegation in <the Informal Bidding Ordinance / Board Order (Item #, date), copy of which is attached>.
3. Authorize the Engineering Services Department to request that the Auditor-Controller encumber \$ <#> in Budget Account No. <Dept. #-Account #>.
4. Approve the Notice of Exemption. <If applicable>

The purpose of this project is <describe in general terms>.

Bids were received on <date>. The lowest responsible bid in the amount of \$ <#> was submitted by <low bidder's name> of <city & state> . The low bid is <#>% [above\below] the Engineer's estimate of \$ <#> and within the limits of your delegated authority.

The <agency name> Agency [and the CEO's Capital Projects Coordinator] concurs with award of this action.

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Class <#> in the State CEQA Guidelines. A Notice of Exemption [will be filed after your action \ will not be filed].

**FIGURE 6.5-3(2) AWARD OF CONSTRUCTION CONTRACT BY DPWA
MEMO FORMAT**

<Director's Name>

Page Two

<Description of permits, right of way, etc, required for this project and any that have not been obtained and why>

Funds for construction of this project are available in Budget Account No. *<Dept #-Account #>*.

Funding has been verified by *<name>* on *<Date>*.

The estimated total project costs are as follows:

Preliminary Engineering:	\$<#>
Construction Contract:	<#>
Construction Engineering:	<#>
Right of Way:	<#>
Contingencies:	<#>
Other:	<#>
 Total	 \$<#>

<Additional comments>

Contract Award Approved:

Director of Public Works Agency Date

FIGURE 6.5-4(1) AWARD OF CONSTRUCTION CONTRACT - BOARD LETTER FORM

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

See **CEO Board Letter Standards and Procedures** for current Board Letter preparation and processing policy.

<Date of Board Meeting>

Board of Supervisors

[County of Ventura\Ventura County Watershed Protection District \ Ventura County Waterworks District
No. <#>\Moorpark County Sanitation District\Ventura County Fire Protection District]
800 South Victoria Avenue
Ventura, California 93009

Subject: [Relief of Bidder], [Authorize Auditor-Controller to Transfer Funds] Approval of the Plans and Specifications; Waive Minor Bid Irregularities and Award a Contract for [project title] to the Lowest Responsible Bidder; Specification No. <AAYY-NN>; Project No. <NNNNNNNN>; Supervisorial District No. <#>; Watershed Protection District Zone No. <#>
[REQUIRES 4/5TH VOTE <4/5th vote required If not on Agenda or transfer of funds included.>]

Recommendations:

- [1. [Do not] Relieve <Bidder's Name> because of clerical error. <Relieve only when grounds in PCC 5103 have been determined to have been met.>]
- [2. Direct Auditor-Controller to process the accounting transactions necessary to transfer the following appropriations:
Decrease <Budget department #-Account #> \$
Increase <Budget department #-Account #> \$]
3. Approve plans and specifications [including addend[um\ a] No[s].<x-y>. for the <project title> located at <location>]
4. Waive any minor irregularities in the bids.
5. Award a contract to <Contractor's Name> of <Contractor's city> for the <Project Name> located at <Location>, Specification No. <#>; Project No.<Pwa Project #> on the basis of the lowest responsible bid of <dollar amount>, for which funds are available in Organization <XXXX>, Object <NNNN>.
- [6. Approve Notice of Exemption. <if applicable>]

Fiscal Mandate/Impact: <Insert current fiscal impact statement. See PPPM **INTRODUCTION-D** for guidance. >

Discussion:

<Describe in general terms the purpose of the project>

<List and describe purpose of any addenda>

Bids for the subject project were opened on <date>. A copy of the abstract of the <#> bids received is attached. <Discuss bidder's request for relief and report (see **PPPM §6.4.7**) of findings leading to recommendation on relief of a bidder due to clerical error and state that the report is on file in the office of the Agency.> The bids have been checked and are considered to be in satisfactory form. The lowest responsible bid [for Schedules[s] <Number or numbers>] in the amount of \$<total price bid> was submitted by <Low bidder's name> of <City & state>. The low bid is <#>% [above\below] the Engineer's estimate of \$<#>.

[This is considered to be within the range of accuracy of the estimate. <Use if difference between estimate and low bid is within the range typically experienced on bids received for the type of work involved.>

FIGURE 6.5-4(2) AWARD OF CONSTRUCTION CONTRACT - BOARD LETTER FORM

Page 2 of 3

After reviewing the bid and the Engineer's estimate, it was determined the estimate was too [high\low] and should be corrected to \$<#>.\The low bid appears to be unusually [low\high] but it apparently reflects the value of the work to be done as evidenced by examination of the array of bids received. Award is recommended as <give reasons>.\The low bid appears to be unusually low, but the bidder does not believe he has made an error.\The low bid appears to be high but award should be made because <give reasons for recommendation>.]

[The [Negative Declaration\Environmental Impact Report] was considered by your Board on <date>. The Notice of Determination was filed on <date>.\The project is categorically exempt from the California Environmental Quality Act (CEQA) under Class <#> in the State CEQA Guidelines. The Notice of Exemption will be filed after your Board's action].

[No trees\number, size & species] will be removed as a consequence of this project. [and]
<Do not use for projects confined to interior of existing building>

<a1> [No additional [property\right of way] was required.[for this project.]]

<a2> [All additional [property\right of way] required [for this project] has been acquired except <describe exceptions and action being taken to acquire>.]

<b1> [A building permit has been issued for this project.]

<b2> [Bldg. & Safety has determined that no building permit is required.]

<b3> [The plans and specifications have been approved by Building & Safety and a permit is ready for issuance to the Contractor after they furnish proof of Worker's Compensation.]

<b4> [The plans and specifications will be submitted to Building and Safety for plan checking and issuance of permits. Any changes required in the design prior to obtaining a permit are not yet known. To comply with the requirements of these permits, contract change orders may be necessary.]

<c1> [Permits or approval of plans have been obtained from all other agencies having jurisdiction.]

<c2> [The following permits have not yet been issued for this project: <list all exceptions and action being taken to obtain>.

To comply with the requirements of these permits, contract change orders may be necessary.]

Funds for construction of this project are available in Budget Account No.<Department # -Account #>,<Department name, Account Name>.

<Describe any federal or state grants or loans, or any sharing of costs with local agencies or landowners. Use complete sentences.>

FIGURE 6.5-4(3) AWARD OF CONSTRUCTION CONTRACT - BOARD LETTER FORM

Page 3 of 3

The estimated total project costs are as follows: <ROUND TO NEAREST \$100>

Preliminary Engineering (includes preliminary engineering, EIR preparation, soils investigation, design surveys, design): \$ <#>
Construction Contract: <#>
Construction Engineering (includes construction survey, construction inspection, administration, materials testing, project engineering): <#>
Right of Way (includes right of way payments, relocation assistance payments, title reports, right of way acquisition): <#>
Contingencies: <Usually 10% of Construction cost> <#>

Total <Sum of above> \$ <#>

<For projects not budgeted by PWA> The <agency/department/other name> [and the County executive Officer's Capital Projects Coordinator] concur with the recommended action.

The Director Public Works Agency will execute subject contract if approved by your Board. A copy of the executed contract will be provided to the Clerk of the Board.

If you have any questions concerning this item, please call

<d1> [the undersigned at telephone number <#>.]

<d2> [the following:

<u>Person</u>	<u>Telephone No.</u>	<u>Subject Matter</u>
---------------	----------------------	-----------------------

<name>	<#>	Plans, specifications, estimate and Other Technical Matters
<name>	<#>	Project Justification
<name>	<#>	Project Financing

<DD's Name>

Director, <Dept. Name>

Exhibit 1 – Abstract of Bids

FIGURE 6.5-5 REJECTION OF BIDS BOARD LETTER FORMAT

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\
See **CEO Board Letter Standards and Procedures** for current Board Letter preparation and processing policy.

<On PWA Letterhead

<Date of Board Meeting>

Board of Supervisors

[County of Ventura\Ventura County Watershed Protection District \ Ventura County Waterworks District
No. <#>\Moorpark County Sanitation District\Ventura County Fire Protection District]

800 South Victoria Avenue

Ventura, California 93009

Subject: **Rejection of Bids Opened on <bid date> for <name of project> Specification No. <spec number>, Project No.<PWA Project number> Supervisorial District No.<#>, [Watershed Protection District Zone <#>], Authorization to Readvertise, Authorization to Furnish Contract Documents to Previous Purchasers Without Charge.**
[REQUIRES 4/5TH VOTE <Only If <\$175,000 & includes authority to negotiate. See PCC §22038 before using this.>]

Recommendations:

1. Reject all bids received for <name of project> opened on <bid date> Specification No. <spec number>, Project No.<PWA Project number>.
- 2- Authorize readvertisement at a later date to be determined by the Director of Public Works Agency.
3. Authorize distribution of contract documents at no charge to all persons who purchased such documents for the previous advertisement.

Fiscal Mandate/Impact: <Insert current fiscal impact statement. See PPPM **INTRODUCTION-D** for guidance. >

Discussion:

The purpose of this project is <briefly describe the purpose of the project>.

[[One addendum was\<number of addenda> addenda were] issued during the bidding period to <Describe the general nature of changes made, particularly any significant change of function>.]

Bids for the subject project were opened on <Bid opening date>. A copy of the abstract of the <# of bids> bids received is attached. The bids have been checked and are considered to be in satisfactory form. The lowest responsible bid for [the work\Schedule[s] <identify schedule or combination considered in making the recommendation and explain if less than all>] in the amount of \$<Total low bid for work or schedules considered> was submitted by <Low bidder's name> of <Bidder's City & State if not CA>. The low bid is <#>% [above\below] the Engineer's estimate of \$<Construction cost estimate>.

All bids should be rejected because <explain the reasons fully, which may include: Insufficient funds & project needs to be redesigned to lower costs, Few bids received & way above estimate (add cause if determined), Late addenda caused bidding confusion>.

[The [CEO's Capital Project Coordinator\<Name> Agency] concurs with the action recommended.]

If you have any questions concerning this item, please call:

<u>Person</u>	<u>Telephone No.</u>	<u>Subject Matter</u>
<Name>	<#>	Plans, Specifications, Estimate and other Technical Matters
<Name>	<#>	Project Justification and Financing

<DD's Name>

Director, <Dept. Name>

Exhibit 1 – Abstract of Bids

**FIGURE 6.5-6A(1) AWARD OF CONTRACT – BOARD LETTER FORMAT
UNUSUAL SITUATION – BID OPENING AFTER BOARD DEADLINE**

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\
See **CEO Board Letter Standards and Procedures** for current Board Letter preparation and processing policy.

<On PWA Letterhead>

<Date of Board Meeting>

Board of Supervisors

[County of Ventura\Ventura County Watershed Protection District \ Ventura County Waterworks District
No. <#>\Moorpark County Sanitation District\Ventura County Fire Protection District]

800 South Victoria Avenue

Ventura, California 93009

Subject:: Approval of the Plans and Specifications; Waive Minor Bid Irregularities and Award a Contract for [project title] to the Lowest Responsible Bidder Designated at the Board Meeting; Specification No. <AAYY-NN>; Project No. <NNNNNNNN>; Supervisorial District No. <#>; Watershed Protection District Zone No. <#>]

[REQUIRES 4/5TH VOTE <4/5th vote required If not on Agenda or transfer of funds included.>]

Recommendations:

1. Approve the plans and specifications [including Addendum(a) No(s) <number(s)>].
2. Waive any minor irregularities in the bids.
3. Award contract to bidder designated by the Director of Public Works Agency (DPWA) at the Board meeting.

Fiscal Mandate/Impact: <Insert current fiscal impact statement. See PPPM **INTRODUCTION-D** for guidance. >

Discussion:

<describe the project in general terms, including purpose>.

Bids for the subject project are scheduled to be opened on <date>. Because of time constraints, the bid abstract identifying the lowest responsive, responsible bidder will be provided to your Board by the DPWA at today's meeting.

<A1>[The [Negative Declaration\Environmental Impact Report] was considered by your Board on <date>. The Notice of Determination was filed on <date>.]

<A2>[The project is categorically exempt from the California Environmental Quality Act (CEQA) under Class __ in to the State CEQA Guidelines. The Notice of Exemption will be filed after your Board's action.]

**FIGURE 6.5-6A(2) AWARD OF CONTRACT – BOARD LETTER FORMAT
UNUSUAL SITUATION – BID OPENING AFTER BOARD DEADLINE**

[No additional right of way is required.\All the necessary right of way\property required for the project has been acquired.\<Describe additional right of way to be acquired and why the project is being awarded before it has been acquired>]

[No trees will be removed.\<Number and type of trees to be removed>] <Don't include this statement for building interior work>

[A building permit has been issued for this project.\The plans and specifications will be submitted to Building and Safety for plan checking and issuance of permits. Any changes required in the design prior to obtaining a permit are not yet known. Construction contract change orders may be necessary to provide for these requirements.\No building permit is required.]

[Permits or approval of plans have been obtained from all other agencies having jurisdiction\<Describe exceptions and> to comply with the requirements of these permits, contract change orders may be necessary.]

Funds for construction of this project are available in budget Account No. <Department-Account numbers>, <Department, Account Name>

<If grant or other special funding is being used, describe and give Board date and item no. when grant was accepted, also any conditions that might cost additional county expenditures>

The estimated total project costs are as follows:

Preliminary Engineering:	\$<Design & Review costs>
Construction Contract:	<Construction contract>
Construction Engineering:	<PM & Inspection>
Right-of-Way:	<R/W payments & acquisition charges>
Contingencies:	<Usually 10% of construction>
Total	\$<Sum of above>

[The <agency name> Agency [and the County executive Officer's Capital Projects Coordinator] concur with the action recommended.]

<B1>[If you have any questions concerning this item, please call:

<u>Person</u>	<u>Telephone No.</u>	<u>Subject Matter</u>
<name>	<#>	Plans, Specifications, Estimate and other Technical Matters
<name>	<#>	Project Justification
<name>	<#>	Project Financing]

<B2>[If you have any questions concerning this item, please call the undersigned at Telephone No. <#>.]

<DD's Name>
Director, <Dept. Name>

FIGURE 6.5-6B(1) AWARD OF CONTRACT - BOARD LETTER FORMAT UNUSUAL SITUATIONS – AWARD BY DIRECTOR OF PUBLIC WORKS

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\
See **CEO Board Letter Standards and Procedures** for current Board Letter preparation and processing policy.

<On PWA Letterhead>

<Date of Board Meeting>

Board of Supervisors

[County of Ventura\Ventura County Watershed Protection District \ Ventura County Waterworks District
No. <#>\Moorpark County Sanitation District\Ventura County Fire Protection District]

800 South Victoria Avenue

Ventura, California 93009

Subject:: Approval of the Plans and Specifications; Authorize the Director Public Works Agency to Waive Minor Bid Irregularities and Award a Contract for [project title] to the Lowest Responsible Bidder Whose Bid Does Not Exceed Engineer's Estimate of \$<Construction Cost> by More Than <#>% and for Which Funds are Available in Budget; Specification No. <AA YY-NN>; Project No. <NNNNNNNN>; Supervisorial District No. <#>; Watershed Protection District Zone No. <#>]

[REQUIRES 4/5TH VOTE <4/5th vote required If not on Agenda or transfer of funds included.>]

Recommendations:

1. Approve the plans and specifications [including Addendum(a) No(s) <number(s)>].
2. Authorize DPWA to waive any minor irregularities in the bids.
3. Authorize the Director of Public Works to issue and approve addenda which clarify ambiguities or correct errors in the plans and specifications, or are required for adherence to conditions of required permits. .
4. Authorize the Director of Public Works to award contract to the lowest responsive, responsible bidder, providing that the low bid does not exceed the Engineer's estimate of \$ <Construction cost> by more than <#>% for which funds are available in Budget <Dept #-Account #>, <Dept Name, Account Name>.

Fiscal Mandate/Impact: <Insert current fiscal impact statement. See PPPM **INTRODUCTION-D** for guidance. >

Discussion:

<describe the project in general terms, including purpose>.

Bids for the subject project are scheduled to be opened on <date>. Because of time constraints, [<Type 1>the bid tabulation identifying the lowest responsive, responsible bidder will be provided to your Board by the Director of Public Works Agency at today's meeting.\<Type 2>your Board is being requested to authorize the Director of Public Works Agency to award contract to the lowest responsive, responsible bidder providing the bid does not exceed the Engineer's estimate by more than <#>%.] This extraordinary procedure is being followed because <Reasons may include (for either type): time limitations in outside funding grant; to award before end of fiscal year; emergency conditions; (Type 2 only) Board to be dark>

<A1>[The [Negative Declaration\Environmental Impact Report] was considered by your Board on <date>. The Notice of Determination was filed on <date>.]

<A2>[The project is categorically exempt from the California Environmental Quality Act (CEQA) under Class __ in the State CEQA Guidelines. The Notice of Exemption will be filed after your Board's action.]

FIGURE 6.5-6B(1) AWARD OF CONTRACT - BOARD LETTER FORMAT UNUSUAL SITUATIONS – AWARD BY DIRECTOR OF PUBLIC WORKS

[No additional right of way is required.\All the necessary right of way\property required for the project has been acquired.\<Describe additional right of way to be acquired and why the project is being awarded before it has been acquired>]

[No trees will be removed.\<Number and type of trees to be removed>] <Don't include this statement for building interior work>

[A building permit has been issued for this project.\The plans and specifications will be submitted to Building and Safety for plan checking and issuance of permits. Any changes required in the design prior to obtaining a permit are not yet known. Construction contract change orders may be necessary to provide for these requirements.\No building permit is required.]

[Permits or approval of plans have been obtained from all other agencies having jurisdiction\<Describe exceptions and> to comply with the requirements of these permits, contract change orders may be necessary.]

Funds for construction of this project are available in budget Account No. <Department-Account numbers>, <Department, Account Name>

<If grant or other special funding is being used, describe and give Board date and item no. when grant was accepted, also any conditions that might cost additional county expenditures>

The estimated total project costs are as follows:

Preliminary Engineering:	\$<Design & Review costs>
Construction Contract:	<Construction contract>
Construction Engineering:	<PM & Inspection>
Right-of-Way:	<R/W payments & acquisition charges>
Contingencies:	<Usually 10% of construction>

Total \$<Sum of above>

[The <agency name> Agency [and the County executive Officer's Capital Projects Coordinator] concur with the action recommended.]

<B1>[If you have any questions concerning this item, please call:

<u>Person</u>	<u>Telephone No.</u>	<u>Subject Matter</u>
<name>	<#>	Plans, Specifications, Estimate and other Technical Matters
<name>	<#>	Project Justification
<name>	<#>	Project Financing]

<B2>[If you have any questions concerning this item, please call the undersigned at Telephone No. <#>.]

<DD's Name>

Director, <Dept. Name>

FIGURE 6.5-7 NOTICE OF AWARD OF CONTRACT(Example)

This form created on Calif. Dept. of Industrial Relation web site, with notes added to PDF.

WP13-01 Beardsly Channel Peir Wall Repair

SD -5

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 9/25/2012

AWARDING BODY INFORMATION

Name: County of Ventura **Primary Contact:** Dolores Murphy
Address: 800 S. Victoria Av. **Primary Email:** dolores.murphy@ventura.org
 Attention: ESD Dept, L1670 **Work Phone:** dolores.mu
 Ventura,,CA 93009

PROJECT INFORMATION

Project Name: Beardsley Channel Pier Wall Repair **Project #:** 82149
Brief Description: Concrete Pier Wall Repair **Contract #:** 082149
Contract Amount: \$44999.00 **Number of Prime Contractors:** 1
Total Project Cost: \$63499.00
Alternative Model: None Apply
Description of Location: Along the Beardsley Channel at Highway 101, Oxnard, CA **County:** VENTURA

Project Information 2

PWC-100

Project Name: Beardsley Channel Pier Wall Repair **Project #:** 82149 **Contract #:** 082149 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 9/25/2012 **Estimated or Actual Start:** 10/23/2012
Estimated or Actual Completion: 11/20/2012

State Statutes

None of these statutes apply

State Bond Source

Estimated Bond Amount

No state bonds used on project

Request for DIR/CMU Monitoring and Enforcement in order to qualify in the future for state bond funding for this project: No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 171, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? No
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Superintendent/Construction Manager:

Email Address	Name	Title	Work Phone
			--

Project Manager

Email Address	Name	Title	Work Phone
tom@toroenterprises.com	Tom Gibson	Contractor Rep	805-483-4515 132

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
710580	TORO ENTERPRISES INC	P O BOX 6285 OXNARD, CA 93031	tom@toroenterprises.com	CEMENT MASONS LABORERS

Unusual Safety Exposure: None

Traffic Restrictions: N/A

Supervisorial District 5, John C. Zaragoza

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

After the Notice to Proceed is issued, the PM is responsible for all contract administration except as specifically noted. These exceptions include: processing of contract payments (PM prepares field estimate); preparation of bi-weekly Statement of Working Days (PM prepares Go-Sheet); approval of change orders and time extensions; deciding appeals on PM decisions; and settlement of construction claims.

The PM is responsible for scheduling and holding the Preconstruction meeting which usually is held prior to the issuance of the Notice to Proceed.

7.1 PRECONSTRUCTION MEETING

After the award of contract and usually prior to the issuance of the Notice to Proceed, the PM should convene and chair a preconstruction meeting. Attendance should include the following: PM, Contractor, Inspector, ESD-CSS, Client, and applicable consultant(s). In special situations the following also should be invited: Utility Coordinator, State or Federal representative (when State or Federal aid is involved), Materials Lab representative (where the project is "materials intensive"), and the Traffic Engineer. (See the policy on road reopening in PPPM §3.5.1.2.3.)

The topics to be discussed are listed in the Preconstruction Meeting Checklist in PPPM **Table 7.1-1**. (For information about contractor documentation requirements, see PPPM §7.2 including **Table 7.2-1**, 7 sheets and **Supplement 7.2-1**, 2 sheets)

TABLE 7.1-1 PRECONSTRUCTION MEETING CHECKLIST

PROJECT:		
SPECIFICATION NO.	PROJECT NO.	Date:
1	Introduce Agency representatives & distribute letter identifying Agency personnel.	2-12
2	Introduce Contractor's representatives & identify representative for required continuous supervision.	7-6
3	Inspection.	2-11 & 4
4	Compliance with specifications.	2-5
5	Insurance must be maintained at all times. Work will be stopped if policies are not current but contract time will continue.	7-4
6	Contract Change Orders (CCOs). No changes in Plans & Specs without a CCO.	3
7	Must obtain prior permission to substitute a subcontractor for one listed in the proposal form. Provide handout from PPPM Supplement 7.2-1.	2-3
8	Air Pollution Control District requirements.	7-8.2
9	Utilities: Underground Service Alert, location, relocation, damage, maintaining service.	5
10	Contractor's anticipated start date and construction schedule.	6-1
11	Working hours. CCO required to work outside of 7am to 7 pm, Mon-Fri. Must obtain permission to work on "A" holidays. Must notify 2 days in advance to work on "B" holidays.	6-7.2.1 & 6-13
12	Tests to be performed, and submittal of results.	4
13	Safety and safety equipment required for Agency personnel.	7-1 & 7-10
14	Protection of material and work by contractor.	2-13, 4-1.2 & 7-4.4
15	Protection of existing facilities.	5-2 & 7-9
16	Storage area and parking areas.	7-10
17	Erection and removal of temporary buildings.	7-8.8 & 8-1
18	Diversion and control of water.	7-8.6 & 10
19	National Pollution Discharge Elimination System.	7-8.6
20	Detours, traffic control, road closures and reopening.	7-10
21	Certified payrolls must be maintained by the prime contractor and all subcontractors. Indicate if payrolls must be submitted weekly or only on request. Overtime is over 8 hours per day and over 40 hours per week. If Federal wage rates are included, the higher of the state or federal rates must be paid. When requested, payrolls must be submitted promptly to avoid penalties.	7-2
22	Special situations include:	
	a Long-lead-time items, prompt ordering required.	2-5.3 & 6-6.4.1
	b Archeological constraints.	6-3.2
	c Federal or State requirements and restrictions.	7-2.2 & 7-13
	d Passes for employees in existing agency facilities.	7-5
	e Special permit requirements (Ventura County Watershed Protection District, CALTRANS, railroad, County roads, city streets, building, etc.).	7-5
23	Payment.	
	a Submittal of invoices and certification for materials delivered but not yet used.	9-3.3
	b Progress payments	9-3.2
	c Final payment processed after final inspection is satisfactory and after Release on Contract is executed & returned.	9-4
24	Clean-up.	7-8.8
25	Warranties, operational manuals and record drawings.	2-5.4 & 6-8
26	Final inspection and acceptance.	1-2, 2-12.2 & 6-8
NOTE: Number in <i>Italics</i> at right side of the table are references to VCSS sections. Such references are not all inclusive. They may also be supplemented or replaced by special provisions or plan notes. Laws and ordinances also may control.		

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.2 GENERAL PROVISIONS OF SPECIFICATIONS

7.2.1 Contractor Documentation Requirements

PPPM **Table 7.2-1** (3 pages) summarizes the documentation requirements imposed upon contractors doing public works projects. The table is for the use of PMs and Inspectors. The contents are only an index to the documentation and notice requirements of VCSS and SSPWC and are neither an interpretation nor a modification of the project Specifications. Details on some of these Specification items are found throughout PPPM **§7** and **§8**, and in PPPM **§3.5**. The Project specifications should always be referred to when taking action as a new version of VCSS may have been included and the Special Provisions may have modified, deleted or added to the requirements of VCSS.

7.2.2 Substitution of Subcontractors

To prevent bid shopping after a contract has been bid, state law prohibits the prime contractor from adding an unlisted subcontractor or changing listed subcontractors. There are several exceptions in the law, but all changes require that the change be approved by the Agency and the administrative procedure set forth in the PCC must be followed. See **Supplement 7.2-1** and Public Contract Code §4100-4114 for more information.

Unlisted subcontractor can be used without approval of the Agency if either, the value of the work subcontracted is less than 1/2 of 1% of the original contract price (on road contracts of under \$2,000,000, the 1/2 of 1% is increased to \$10,000), or the work subcontracted is required by a contract change order.

When a letter is received from a Contractor requesting substitution of a subcontractor, verify that the reason given in the letter for requesting the change is one that is provided in the law (and listed in **Supplement 7.2-1**). If the reason given is not one of those listed in the law, reply to the Contractor in writing, denying the request and stating that the reason given is not allowed by law, otherwise proceed as follows:

- a. If the Contractor furnishes a letter from the Subcontractor being replaced stating that there are no objections to the replacement, the substitution may be approved immediately by letter from a DD with copy to ESD-CSS, otherwise proceed with b. below.
- b. Send a Certified letter to the Subcontractor to be replaced, stating the action requested by the Contractor and setting a date (5 working days after receipt by Subcontractor, if mailed assume receipt in 5 calendar days) by which any objection must be received by the Agency. Simultaneously, advise the Contractor, orally, that time for action on the request can be accelerated if a letter as provided in a. above is obtained.
- c. If no objection is received from the Subcontractor within the time allowed, the substitution may be approved immediately by letter from a DD with copy to ESD-CSS. If the Subcontractor objects, proceed with d. below.
- d. Send another Certified letter to the Subcontractor to be replaced, stating the time (5 working days after receipt by Subcontractor, if mailed assume receipt in 5 calendar days) and place of a hearing by the DPWA concerning the requested substitution.
- e. After the hearing, the DPWA will decide if the substitution is justified and recommend an action to the Board of Supervisors.
- f. The Board may act on the recommendation or set a new hearing date prior to taking action.
- g. Send the Contractor, the original Subcontractor and the ESD-CSS, a copy of the Board order showing the action taken. Also inform the Contractor orally to assist in avoiding delays to the work.

7.2.3 Unlisted Subcontractors

To assist in determining when unlisted subcontractors are illegally being employed on a project, the PM shall:

- a. Provide the ESD-CSS with copies of all letters approving changes in listed subcontractors.
- b. Have the project Inspector note in the Daily Reports the subcontractors working on the project.

On noting unlisted subcontractors on the work site or on receipt of a report that unlisted subcontractors appear to be working on the project, the PM shall check to see if the unlisted subcontractor meet one of the exemptions outlined below (see PCC §4000 et seq for complete information):

1. A second and lower tier subcontractors of a listed subcontractor who has subcontracted with the prime contractor, providing the sum of all of the listed subcontractor's subcontracts with lower tier subcontractors is less than 50% of the total project costs. **PCC §4105**
2. A subcontractor contracting to perform less the 0.5% of total project cost. (Labor, equipment, materials & OH must be included in determining the amount being contracted.) **PCC §4104a(a)**
3. A subcontractor while performing work required by a CCO. **PCC §4107(c)**
4. Certain subcontractors that are Owner-Operators of equipment.
5. Workers being supervised & paid directly by the Prime Contractor even if using equipment and material furnished by another licensed contractor.

If a violation is found, report it in writing to the cognizant DD and, if so directed, prepare a letter to the Contractor stating any proposed monetary penalty and the contractor's right to a hearing before the Board. When contract cancellation is being proposed, a Board hearing is required by the Board resolution of REF^③Glossary & REF^④Glossary delegating authority concerning construction contracts.

In recommending the penalty, consider the following:

- (a) The amount being subcontracted usually is not the amount of the bid item for the work being performed by the subcontractor. It is the amount specified by the subcontract. The difference is due to the inclusion of a portion of the Contractor's O&P in the bid item and an unbalanced bid may make it either high or low.
- (b) Contract cancellation is probably appropriate only early in the project for extreme cases of obvious intent to circumvent the law.
- (c) The amount of a monetary penalty should consider the circumstance of the individual case, including the Contractor's stated reason for illegally substituting or adding the subcontractor, the effect on the quality and coordination of the work, and the cost to the Agency due to the Contractor's action. The penalty could be a nominal \$100 in some cases, to a full 10% of the amount illegally subcontracted in severe cases.

If the contractor concurs in writing with the proposed monetary penalty and waives a hearing before the Board, deduct the amount from payments due or to become due to the contractor. If the contractor does not agree, or if contract cancellation is proposed, schedule a hearing before the Board and give five days notice of the time and place of the hearing to the Contractor.

7.2.4 Water Pollution Control

VCSS §7-8.6 requires that the Contractor prepare a Storm Water Pollution Control Plan (SWPCP) on a form provided by the Agency that contains supplied data. The PM shall insert the Agency furnished data in the form and give it to the Contractor to complete.

VCSS §7-8.6 provide for SWPCP, but on a few small negotiated projects where either there is direct reference to SSPWC or where no Standard Specs are referred to, special provisions will be needed to require the Contractor to comply.

During the construction period, the PM shall see that the SWPCP is complied with and that it is effective. If not effective, the Contractor shall be required to revise the SWPCP and his operations to meet the requirements of the specifications and the law.

The PM shall complete the form shown in PPPM **Figure 7.2-1**, and on completion of the project, attach a copy to the Final Report and submit a copy to the VCWPD NPDES Compliance Section.

FIGURE 7.2-1 NPDES ANNUAL REPORT SUPPORTING DATA FORM

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

NPDES ANNUAL REPORT SUPPORTING DATA	
For PROJECT: Construction Commenced:	SPEC NO. Construction Completed:
Was stormwater quality addressed in the Standard Specifications? <input type="checkbox"/> Yes <input type="checkbox"/> No	
or was stormwater quality addressed in the Special Provisions? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Size of (the larger of) project area or property ownership: If 1 acre or more, was NOI submitted to SWRCB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Acres
Was a SWPCP prepared? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Was project inspected for stormwater control during regular inspections? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Were any written notices issued during this permit year for stormwater related issues? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, note the number:	
Were there any meetings with the Contractor concerning water pollution control? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, how many attendees: ; how many	

TABLE 7.2-1(1) DOCUMENTATION & NOTICE REQUIREMENTS FROM CONTRACTORS

NOTE: This table is for the use of Project Managers and Inspectors. This is an index to the Standard Specifications and is not an interpretation or modification of the requirements of the specification. Abbreviations: CCO = Contract Change Order; PM = Project Manager; ESD = Engineering Services Department; VCSS = Ventura County Standard Specifications.			
VCSS §	SUBJECT MATTER	ACTION REQUIRED OF CONTRACTOR & REMARKS	WHEN REQUIRED
2-1.3	Execution of Contract Documents	Submit documents to ESD. Must be executed by Agency before Notice to Proceed is issued.	Before starting work.
2-2	Assignment of Contracts or Payments	Send written request to ESD. Assign of payments will be made on request. Assignment of contract requires Board approval.	When action desired.
2-3	List of Subcontractors	Furnish PM list of subcontractors to be used on the project including both listed subcontractors and those exempt from the listing law (i.e., Second or lower tier Subs and First tier Subs performing: a) less than 1/2 of 1% of prime contract; b) less than \$10,000 on road projects; or c) CCO work). List to include name, contractor license number and address of Subs and description and value of work subcontracted.	Before subcontractor starts work. May submit list before start of project and add exempt Subs and approved substituted Subs before they start work.
2-3	Substitution for Listed Subcontractors	Request substitution in writing and receive approval before Sub starts to work. See PPPM Supplement 7.2-1 . PM will furnish Contractor copy. ESD assists in processing requests for substitution for Listed Subcontractors.	When action desired. Must allow for statutory notification and hearing times.
2-5	Plans and Specifications	Maintain a copy of Plans & Specifications at work site, accessible to PM and Inspector. If a building permit is issued for the project, Building & Safety requires that a set of prints approved by them be at the site.	Continuous.
2-5.1	Notice of Errors or Omissions	Call to PM's attention, errors or omissions in Plans & Specifications.	When discovered.
2-5.3	Shop Drawings	Prepare, or have prepared, review, approve and transmit by letter, shop drawings and other required submittals to PM. Certain shop drawing require preparation by California Registered Engineer either by requirements of the specifications or by state registration laws.	Twenty working days before they are needed by the Contractor and before work on the item is started.
2-5.4	Record Drawings	Prepare and maintain a set of prints, in PM's field office, showing locations plumbing, mechanical and electrical facilities not fully detailed on plans, and authorized changes from original plans.	Continuous.
2-9.2	Field Survey Notes or Diagrams	Furnish copy of survey notes to PM.	Promptly after survey is made.
2-9.3.1	Discrepancies in Control Points	Notify PM of discrepancies in Agency set survey control points.	Before proceeding with construction.
2-11	Inspection Required	Perform all work in presence of Inspector, unless otherwise authorized. Notify PM of need for inspection.	Before noon of previous work day
2-11.1	Permit Inspection	Arrange for Code Compliance Inspections by all agencies having jurisdiction. Assure that required inspection record cards are signed and maintained.	As required by code enforcement agencies.
3-1	Changes Requested by Contractor	Request change in writing. Must be no cost or at reduced cost. Engineer's approval must be in writing (a CCO).	Before work is performed. Allow time for approval.

TABLE 7.2-1(2) DOCUMENTATION & NOTICE REQUIREMENTS FROM CONTRACTORS

NOTE: This table is for the use of Project Managers and Inspectors. This is an index to the Standard Specifications and is not an interpretation or modification of the requirements of the specification. Abbreviations: CCO = Contract Change Order; PM = Project Manager; ESD = Engineering Services Department; VCSS = Ventura County Standard Specifications.			
VCSS §	SUBJECT MATTER	ACTION REQUIRED OF CONTRACTOR & REMARKS	WHEN REQUIRED
3-2	Change Orders (CCOs)	Must be written and fully executed by Agency & Contractor before work is performed. If not executed by contractor, see Disputed Work, VCSS §3-5.	Before work is performed.
3-3.2.2 (e)	Invoices for Material & Equipment Rental	For Extra Work payment, furnish PM invoices for materials purchased, equipment rented and other costs to establish payment amount.	Promptly, otherwise PM establishes costs.
3-3.3	Extra Work Daily Reports	Furnish PM daily reports on Extra Work performed on Agency forms. See VCSS §3-3.3 for contents. Forms must be completed as to Labor classifications & hours, Equipment types & hours, and Material types and quantities used. Rates for labor & equipment and costs of materials & certified payrolls can be furnished later but before payment is made.	By close of work on next working day. Failure to furnish on time waives payment.
3-4	Changed Conditions	Notify PM in writing of alleged Changed Conditions before they are disturbed so that PM can investigate and notify the Contractor whether the PM agrees that there are changed conditions. If PM decides that there are no changed conditions, PM will direct Contractor to proceed under the contract. If contractor disagrees, file written Notice of Potential Claim per VCSS §3-4 & §6-11. If PM agrees that there are Changed Conditions, a CCO will be issued.	Upon discovery of Changed Conditions and before they are disturbed.
3-5	Disputed Work	Perform work if PM decides Disputed Work is part of contract and orders it in writing. If Contractor disagrees, file Notice of Potential Claim (VCSS §6-11) and make daily Extra Work Report (VCSS §3-3.3) as if the work is Extra Work. If a CCO is issued by Agency and Contractor does not agree to the compensation, file Notice of Potential Claim (VCSS §6-11), perform work and make Daily Extra Work Reports (VCSS §3-3.3). Payment will be made per CCO until disagreement is settled.	Notice of Potential Claim before performing work; Daily Extra Work Reports before close of following work day.
4-1.3.1	Certificates of Compliance	Furnish for specified pipe materials.	Before delivery or installation.
4-1.3.2	Inspection of Materials Not Locally Produced.	Arrange for inspection or testing and obtain PM's approval of Inspector or Testing Agency. Furnish reports required by PM.	Before start of manufacturer of material or items, or before delivery if already manufactured.
4-1.3.4	Certificates of Compliance	Furnish for any material or manufactured items produced outside jobsite when requested by PM and for other items as specified in the Special Provisions.	Before installation.

TABLE 7.2-1(3) DOCUMENTATION & NOTICE REQUIREMENTS FROM CONTRACTORS

NOTE: This table is for the use of Project Managers and Inspectors. This is an index to the Standard Specifications and is not an interpretation or modification of the requirements of the specification. Abbreviations: CCO = Contract Change Order; PM = Project Manager; ESD = Engineering Services Department; VCSS = Ventura County Standard Specifications.			
VCSS §	SUBJECT MATTER	ACTION REQUIRED OF CONTRACTOR & REMARKS	WHEN REQUIRED
4-1.4	Tests of Materials	Notify PM in writing of intention to use materials for which tests are specified, naming supplier & source. Furnish & deliver samples of materials for testing as PM requires. Renotify PM if material tested has been used up and new material is to be used.	15 days minimum before use on job.
4-1.5	Certification of Materials	Furnish certification of material and test data when PM waives testing requirements of specifications.	Before use on job.
4-1.6	"Equals" Substitution	Submit information and tests to support requested substitution.	Within 35 days of Award of Contract. Allow time for review, possible rejection or approval.
4-1.7	Scales Accuracy	Submit Certificate of Compliance with accuracy standards.	Prior to use and later when requested by PM. Allow time for approval.
5-1	Utility Location	Request marking of underground utilities by Underground Service Alert of So. Calif. (USA).	Two days in advance of performing excavation in area.
5-2	Omitted or Incorrectly Located Utilities	Notify PM in writing.	When found.
5-2	Disturbed Utilities	Notify PM and utility owner if any utility is disturbed.	Immediately on disrupting.
5-2	Embedment or Damage to Coatings or Cathodic Protection	Notify PM and secure advice of utility owner if work damages coating or will embed any metallic pipeline or cathodic protection system.	Before embedment and upon causing damage.
5-5	Utility Caused Delays	Notify PM in writing of required timing of utility relocation, removal or protection needs necessary to maintain the planned and revised construction schedules.	As far in advance as possible.
6-1	Construction Schedule	Submit Construction Schedule complying with VCSS §6-1.	With signed contract.
6-1	Revised Construction Schedule	Submit revised Construction Schedule complying with VCSS §6-1.	Prior to making major changes in methods of operation; when schedule fails to reflect actual progress; when progress falls below fixed line on chart; or when required by Special Provisions.
6-1.1	Beginning of Work	Notify PM.	24 hours in advance.
6-6.4	Payment for Delays or Extensions of Time	File written request for payment and report as to cause and extent of delays.	Within 30 days after beginning of delay and at least 15 days before specified completion date.

TABLE 7.2-1(4) DOCUMENTATION & NOTICE REQUIREMENTS FROM CONTRACTORS

NOTE: This table is for the use of Project Managers and Inspectors. This is an index to the Standard Specifications and is not an interpretation or modification of the requirements of the specification. Abbreviations: CCO = Contract Change Order; PM = Project Manager; ESD = Engineering Services Department; VCSS = Ventura County Standard Specifications.			
VCSS §	SUBJECT MATTER	ACTION REQUIRED OF CONTRACTOR & REMARKS	WHEN REQUIRED
6-6.4.1	Materials or Equipment Caused Delays	Furnish documentary proof of delays caused by inability to obtain materials or equipment per VCSS §6-6.4.1.	When requesting extension of time.
6-7.2.1	Working on Holidays	Obtain prior written approval of PM to work on holidays listed in column "A". Provide advance notice to PM of intention to work on holidays listed in column "B".	Two days prior to holiday.
6-7.3	Contract Time Accounting	File written notice of protest for disagreement with contract time charged as shown on biweekly Statements of Working Days.	Within 15 days after receipt of Statement.
6-8	Completion of Work	Furnish written assertion to PM that the Work has been completed. Note definition of "Work" in VCSS §1-2. For projects requiring any permits for construction, obtain an occupancy clearance from agencies issuing permits.	Prior to PM scheduling a Final Inspection.
6-8.6	Written Guarantees	Obtain and endorse all written guarantees required to be furnished by the specifications. This is part of the "Work".	Prior to PM scheduling a Final Inspection.
6-10	Use of Improvements by Agency	Obtain written notice from PM of taking over part of the work, to be relieved of responsibility for protecting completed work and cleaning it up.	When PM indicates a takeover of completed work except as provided by the specifications.
6-11	Notice of Potential Claim	Provide Engineer written Notice of Potential Claim (NPC) if it is believed that additional compensation is due under the contract and agreement can not be reached promptly. NPC shall include reasons for claim, nature of costs involved, and insofar as possible, the amount of the claim. See VCSS §3-4, §6-6.4, and §6-7.3 for exceptions to the requirement for NPC in specific situations and for the other types of notice required. No NPC is required for assertion of a claim based on differences in measurements or computation of quantities.	If based on an act or failure to act of the Engineer, prior to commencing the work on which claim is based. Otherwise, within 15 days after the occurrence giving rise to the potential claim. As PM & Contractor are to try to resolve disputes promptly, most claims will be based on decisions of PM.
6-12	Appeals of Decision of PM	Appeals to PM of PM's decision may be either oral or in writing. Appeals to the Department Director or Director of Public Works Agency shall be in writing with supporting evidence attached. Appeals must be made in the sequence provided by VCSS §6-12.2.	With in 21 days of receipt of decision being appealed. This includes decisions at each level of appeal.
6-12.3	Demand for Arbitration	Demand for Arbitration must follow exhaustion of administrative review as specified in VCSS 6-12.2.	File within 90 days of receipt of final written decision of Agency or, if none, within 300 days of acceptance of Work by Agency.
6-13.3	Contractor's Working Hours	Obtain written approval of PM for working at times prohibited by VCSS §6-13.1 & §6-13.2, except for emergency work.	Request 2 days in advance of time work is to be performed.

TABLE 7.2-1(5) DOCUMENTATION & NOTICE REQUIREMENTS FROM CONTRACTORS

NOTE: This table is for the use of Project Managers and Inspectors. This is an index to the Standard Specifications and is not an interpretation or modification of the requirements of the specification. Abbreviations: CCO = Contract Change Order; PM = Project Manager; ESD = Engineering Services Department; VCSS = Ventura County Standard Specifications.			
VCSS §	SUBJECT MATTER	ACTION REQUIRED OF CONTRACTOR & REMARKS	WHEN REQUIRED
7-2.2	Payroll Records	Maintain payroll records for all workers including all tiers of subcontractors. Furnish records when required by Notice to Proceed, when requested by PM and as required by PCC §1776. Payrolls must be submitted for all work that is to be paid for under the "Extra Work" provisions.	On Federally financed jobs and jobs where continually submitted payrolls are required, within 10 working days after end of each payroll period. Others, within 10 working days after request.
7-2.2.2	Labor Code Sections in Subcontracts	LC § 1771, 1775, 1776, 1777.5, 1813 & 1815 must be included in all subcontracts.	When contracts are entered into.
7-4	Insurance Requirements	All required insurance must be kept in full force throughout the life of the contract and certificates of insurance furnished to the Agency.	Before Notice to Proceed is issued, and afterwards, before expiration of policies.
7-5, 7-5.2 & 7-5.4	Permits Required for Contractor Operations	Obtain permits required for Contractor's methods of operation and for any work performed outside of Agency's right-of-way or work area.	Before performing work requiring a permit.
7-5.1	Highway and Railroad Permits	Obtain permits from CALTRANS & railroads for work within their rights-of-way, even though Agency has already obtained a permit from them.	Before performing work requiring a permit.
7-5.3	Building Permits	Sign for any Building permits obtained by Agency.	Before performing work requiring a permit.
7-6	Contractor's Representative	Designate in writing a representative and, if desired, an alternate.	Before starting work, and if changed.
7-8.6	Water Pollution Control	Complete Storm Water Pollution Control Plan or Storm Water Pollution Prevention Plan as required.	Prior to issuance of Notice to Proceed.
7-9	Notice to Adjacent Property Owners	Notify adjacent property owners before damaging or removing plants, trees, fences, sprinkler systems, mail boxes & other improvements in Agency's rights-of-way or work area.	Allow reasonable time for owners to salvage.
7-10.3	Road Closures	Notify Police, Fire, Traffic and Engineering Departments of jurisdictions involved. Obtain approval of PM in writing if intending not to comply with all their requirements.	48 hours in advance of closing or partially closing street, alley or other public thoroughfare.
7-10.4.1	Safety Orders (Excavations over 5 feet in depth)	Submit to PM detailed plan showing design of shoring, bracing, sloping or other trench safety provisions. Variations from state standards require preparation by Registered Civil Engineer. Submit copy of State Division of Industrial Safety permit to PM.	Before any excavation deeper than 5 feet is started.
7-10.4.2	Explosives	Obtain PM's written approval.	Before use of explosives.
7-10.4.3	Hazardous Substances	Notify PM if a specified product cannot be used under safe conditions. Obtain Material Safety Data Sheets.	As early as possible & before use.
7-10.4.4	Confined Spaces Entry	Prepare & submit confined spaces entry program. Obtain permit as required.	Before entry into confined space.
7-10.4.5	Asbestos Warning Signs	Post area with warning signs complying with specifications if Agency employees working in existing buildings may come into contact with asbestos or products containing asbestos.	Before work is performed.

TABLE 7.2-1(6) DOCUMENTATION & NOTICE REQUIREMENTS FROM CONTRACTORS

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VCSS §	SUBJECT MATTER	ACTION REQUIRED OF CONTRACTOR & REMARKS	WHEN REQUIRED
7-12	Job Site Signs	Obtain PM's approval of size and location of signs.	Before posting.
7-15	Recyclable Wastes	Submit to Engineering Service Department a Construction & Demolition Debris Waste Diversion Plan (Form B) approved by PWA W&SD Integrated Waste Management Division (IWMD). Submit to Project Manager a Construction & Demolition Debris Waste Reporting form (Form C) approved by IWMD.	Prior to issuance of Notice to Proceed Prior to Project Manager authorizing the processing of final payment documents.
9-1.3	Weighmaster's Certification	Furnish PM duplicate weighmaster's certificates when payment is to be made on basis of weight.	As delivered.
9-2	Lump Sum Breakdown	Submit to PM in triplicate, a schedule, to be used for payment, of a Lump Sum contract or for each Lump Sum bid item (generally this is only required if the bid item is large and the work included is not all of one type).	Within 15 days after contract award.
9-3.1 & 9-4	Release on Contract	Furnish Agency a notarized Release on Contract on form prepared by Agency & furnished to Contractor.	Prior to Agency making Final Payment.
9-3.2	Change in Progress Payment Closure Date Payment for Extra Work	May make written request to Agency. Approval subject to Agency's need to spread payment date through the first 28 days of each month. Generally, only one change will be made for any contract. (Contracts with an Asphalt Index Adjustment clause will have closure date of the first of the month so that each months estimate will use only one index. No change in closure date will be made in this case.) Submit completed and approved Daily Extra Work Reports, invoices for materials and equipment and Certified Payrolls.	Must be received several days before requested closure date. Before payment for Extra Work will be processed.
9-3.2 & 9-3.2.1	Release of Retained Earnings; Escrow	If release of retained earnings is desired, set up escrow account, obtain Escrow Agreement & Escrow Instruction forms from Agency (don't use sample forms in bid documents), execute the forms, have Escrow (Bank) execute forms, and return to Agency. (Note that Escrow must furnish written determination of value of securities held before each closure date.)	Before closure date for which it is to be effective. Escrow monthly determination before date stated in Instructions.
9-3.3	Payment for Delivered Material	If payment is desired for material delivered to the project site but not yet incorporated in the Work, submit a certification on Agency's form, and invoices for, material on hand meeting the requirements of the specifications. A new certification must be made each month even if the same material and quantity is involved. Certification subject to PM's verification.	Prior to closure date.
10-3	Water Control Plan	Submit a Water Control Plan to PM if Work requires diverting or controlling water to allow construction in the "dry".	Before diverting or controlling water, and if plan is changed.

TABLE 7.2-1(7) DOCUMENTATION & NOTICE REQUIREMENTS FROM CONTRACTORS

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VCSS §	SUBJECT MATTER	ACTION REQUIRED OF CONTRACTOR & REMARKS	WHEN REQUIRED
Proposal Form, Special Provisions, Law	Federal Requirements	If project uses any Federal funding, many special laws govern project and many reports are required. Certified Payrolls are required on a regular basis. See specifications for details.	As required by Law & Specifications.
Special Provisions	Other Requirements	Special Provisions and Laws may contain requirements for other types of documentation. PM should include in the Notice of Award Information Sheet, a list of items not required by VCSS that must be checked by ESD-Contract Service Specialist before issuing Notice to Proceed.	As required by Special Provisions or by Law.

SUPPLEMENT 7.2-1(1) CHANGES IN LISTED SUBCONTRACTORS

COUNTY OF VENTURA PUBLIC WORKS AGENCY

INFORMATION FOR CONTRACTORS CONCERNING CHANGES IN LISTED SUBCONTRACTORS

The **Subletting and Subcontracting Fair Practices Act** contained in Public Contract Code Sections 4100 to 4114 governs all actions concerning the approval of changes in listed subcontractors by public agencies. While the following information is derived from that Act, the Act itself should be referred to when considering what action needs to be taken. *Also included below are opinions of the County Counsel.*

The main provisions of the Act are as follows:

Section 4104 requires the listing of a single subcontractor for each portion of the work which is to be subcontracted and which exceeds 1/2 of 1% of the prime contractor's total bid, or, in the case of road work, including bridges, where the subcontracted work exceeds 1/2 of 1% of the prime contractor's total bid or \$10,000, whichever is greater.

Section 4106 provides that if the prime contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of work, the prime contractor must perform the work.

Section 4107 lists the situations under which a subcontractor may be substituted for the one listed. These include:

1. Listed Subcontractor fails or refuses to execute a written contract.
2. Listed Subcontractor becomes bankrupt or insolvent.
3. Listed Subcontractor fails or refuses to perform the work.
4. Listed Subcontractor fails or refuses to meet bond requirements of the Prime Contractor. See also §4108.
5. Prime Contractor demonstrates to the Agency that the Subcontractor was listed as a result of an inadvertent clerical error, subject to the further provisions of §4107.5.
6. Listed Subcontractor is not properly licensed.
7. The Agency determines that the work being performed by the Subcontractor is substantially unsatisfactory and not in accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of work.
8. When the listed subcontractor is ineligible to work on a public works project pursuant to LC § 1777.1 or § 1777.7.
9. When the awarding authority determines that the listed subcontractor is not a responsible contractor.

NOTES

1. *A substitution requiring Agency approval occurs when a prime contractor performs the work identified for a listed subcontractor.*
2. *A substitution requiring Agency approval and a hearing occurs when a listed subcontractor subcontracts the work for which it was listed.*

SUPPLEMENT 7.2-1(2) CHANGES IN LISTED SUBCONTRACTORS

Section 4107(a) specifies the procedure for approval of a substitution of Subcontractors, except as provided in Section 4107.5, as follows:

1. The Contractor must make a written request to the Agency indicating the reason for making the change, the name and address of the Listed Subcontractor, that of the substituted Subcontractor and the portion of the work involved.
2. The Agency must notify the Listed Subcontractor of the request for the change and the reason given by the Contractor for the substitution, allowing five working days for the Subcontractor to object in writing.
3. If written objections are received, the Listed Subcontractor must be given five days written notice of the hearing before the Director of Public Works Agency who will decide if the substitution is justified and recommend action to the Board of Supervisors who may act without further notice or set the matter for hearing.

Section 4107(b) provides that the work must not be performed by anyone other than the listed subcontractor without the consent of the Agency.

Section 4107(c) provides that an unlisted subcontractor may be used without approval of the Agency to perform work required by a contract change order.

Section 4107.5 provides the procedure for handling clerical errors in listing subcontractors. To assert the claim of the clerical error in the listing of a subcontractor, the prime contractor must notify the Agency within two days after the bid opening and provide copies of that notice to both the Listed Subcontractor and the Intended Subcontractor. The Listed Subcontractor has six working days after the prime contract bid opening to submit written objection to the Prime Contractors claim of error. The Agency must hold a public hearing, and in the absence of compelling reasons to the contrary, approve the substitution if:

- a. The Prime Contractor, the Listed Subcontractor and the Intended Subcontractor each submit an affidavit that in fact an error was made, or
- b. The Prime Contractor and the Intended Subcontractor each submit affidavits as specified in (a) and the Listed Subcontractor does not file a written objection within six working days.

Section 4108 specifies the responsibility for obtaining and paying for performance bonds by subcontractors if notified of the requirement in advance of bidding.

Section 4109 provides that a subcontractor may be added for a portion of the work in excess of 1/2 of 1% for which no subcontractor was designated only in cases of public emergency or necessity and then only after a Board Hearing and finding of such emergency or necessity.

Section 4110 provides penalties by the Agency for Contractor's violations of up to 10% of the amount of the subcontract involved or Agency may cancel the contract.

Section 4111 provides that violation of this law constitutes grounds for disciplinary action by the Contractor's State License Board.

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.3 CONTRACT AUTHORITY

The Board of Supervisors has complete authority for the project within the limits prescribed by law. Pursuant to resolutions duly adopted by the Board, the authority to perform certain functions has been delegated to the DPWA. The Public Works Agency personnel and consultants are, in turn, has delegated authority by the DPWA to perform the limited functions described in PPPM §7.3.1 through §7.3.8. In all cases, delegation by the DPWA is limited to the authority delegated by the Board to the DPWA.

7.3.1 Director of Public Works Agency

The Director of Public Works Agency of the County of Ventura is the "Engineer" and has the authority to administer the contract. Specifically, the DPWA has been delegated the following authority by resolutions REF③Glossary & REF④Glossary:

- a) **Advertising for Bids.** Set the time and place for opening bids and advertise the Notice Inviting Bids as prescribed by law.
- (b) **Selling Plans & Specifications.** Provide for the sale of bidding documents to prospective bidders as follows:
 1. Where the documents include 20 or fewer sheets of plans, charge \$5.00 (plus sales tax and shipping cost) per set of bidding documents including the specifications and one set of full sized plans.
 2. Where the bidding documents include more than 20 sheets of plans, establish a charge for the specifications and one set of full sized plans, computed at the rate of \$5.00 plus \$0.50 per sheet of plans in excess of 20 (plus sales tax and shipping).
 3. For negotiated contracts, the charge for plans and specifications may be waived to selected potential contractors and subcontractors.
- (c) **Opening Bids.** At the time and place set for opening bids, provide for the bids received to be publicly opened and read. Have the bids checked for arithmetic accuracy and compliance with bidding instructions. Have an abstract of bids prepared and certify that the bids received were publicly opened and read, and that the bids have been checked. Bids on formally bid contracts shall be reported to the Board together with a recommendation on the action to be taken.
- (d) **Negotiating & Awarding Maintenance Contracts.** For work necessary for the maintenance of public facilities as defined in Public Contract Code (PCC) §22002(d) (Uniform Public Construction Cost Accounting Act, UPCCA), and for which funds have been budgeted and are available, negotiate, award and enter into contracts not exceeding the amount set forth in Sections 3(f), (k), (l), (n) and (o) of the Purchasing Agent Ordinance REF⑥Glossary (\$100,000 in 2000) as such ordinance and sections may be amended from time to time.
- (e) **Negotiating & Awarding Minor Contracts.** For work necessary for minor construction projects on public facilities for which funds have been budgeted and are available, negotiate, award and enter into contracts not exceeding the amount set forth in PCC §22032(a) (UPCCAA) (\$45,000 in 2011).
- (f) **Preparing Contracts.** For each contract awarded by the Board, for informal contracts bid in accordance with the Informal Bidding Ordinance REF②Glossary, and for contracts provided for in (d) and (e) above, have a contract prepared on standard forms and have it executed by the contractor.

7.3.1 Director of Public Works Agency (continued)

- (g) **Executing Contracts.** Execute construction contracts awarded by the Board, informal contracts awarded in accordance with Informal Bidding Ordinance, and negotiated contracts provided for in (d) and (e) above. Facsimile signature may be used for execution of contracts.
- (h) **Administering Contracts.** Provide for inspection and general administration of all construction contracts.
- (i) **Approving Substitution of Subcontractors.**
 - 1. Review all requests by construction contractors to allow the substitution of subcontractors.
 - 2. Determine whether the requirements of PCC §4100 et. seq. (Subcontracting Fair Practices Act) for substitution of subcontractors have been met and, if so, whether the change is in the best interest of the awarding authority.
 - 3. If the determinations made in paragraph 2 above are affirmative, approve a request by a construction contractor to substitute a new subcontractor for a listed subcontractor when the listed subcontractor consents in writing, or does not submit a timely objection to the substitution.
 - 4. Act as hearing officer and make recommendations to the Board in cases where:
 - a) The listed subcontractor objects to a substitution as provided in PCC Section 4107(a);
 - b) The prime contractor claims to have made a clerical error in listing subcontractors and has given proper notice as prescribed by PCC Section 4107.5.
- (j) **Assessing Penalties for Use of Unlisted Subcontractors.**
 - 1. When a contractor has been found to be using an unlisted subcontractor on a project, investigate and determine if such use is in violation of PCC §4107.
 - 2. If it is determined that a violation has occurred, determine either an appropriate monetary penalty, not exceeding 10% of the amount of the work illegally subcontracted, or that the contract should be cancelled.
 - 3. Inform the contractor, in writing, of any proposed monetary penalty or contract cancellation and of the contractor's right, unless waived, to a hearing before the Board.
 - 4. If the contractor concurs in writing with the proposed monetary penalty and waives a hearing before the Board, deduct the amount from payments due or to become due to the contractor. If the contractor does not agree, or if contract cancellation is proposed, schedule a hearing before the Board and give five days notice of the time and place of the hearing to the contractor.
- (k) **Change Orders.** Approve appropriate change orders (including additional working days occasioned thereby) to the contract, provided sufficient funds have been appropriated for the project to include the amount of the change order, as set forth in PCC §20142 (Counties; Contracts) or the Informal Bidding Ordinance, as such Code and ordinance may be amended from time to time.

7.3.1 Director of Public Works (continued)

(l) **Claim Settlement after Final Payment.** If the contractor files a claim that is not resolved with a change order before the final payment under the contract is made, investigate the claim, and if found to be partially or completely valid, negotiate the appropriate settlement with the contractor if possible. If the amount of the negotiated settlement is within the limitations provided for change orders as set forth in (k) above, prepare a release of the claim with the approval of County Counsel, obtain the contractor's signature, and submit it with a general claim form to the Auditor-Controller for payment.

(m) **Payments to Contractors.**

1. Provide for review of all estimates for progress and final payments for construction and, upon finding them to be correct, including the provisions for withholding of funds as provided in the contract, approve and forward them to the Auditor-Controller for payment.
2. Upon the review of each estimate made after 50% of the work on the project has been completed, determine the progress of the work, comparing it with the time remaining for completion under the terms of the contract, to determine if satisfactory progress is being made, and also determine the adequacy of performance of the contractor on the work. If it is determined that the ratio of the work remaining to be completed to the total work for the project is less than twice the ratio of the allowed time for completion remaining to the total time allowed for completion, find that satisfactory progress is being made on the project. If satisfactory progress is being made and performance is satisfactory, limit the amount of retention to 5% of the total contract price. Otherwise retain 10% of the amount earned by the contractor to the date of the estimate.
3. After the end of each month, promptly submit to the Board a summary of progress and final payments made under this delegation of authority.

(n) **Adjustment of Quantities.** Make interim and final adjustments of quantities for unit price items and extra work change orders pursuant to the terms of the contract documents, provided sufficient funds have been budgeted to cover all costs of the project. The adjustment of quantities is to provide documentation of changes from estimated quantities of unit price items shown on the proposal form or in approved change orders to those actually completed as provided for by the contract and for which the Agency is already obligated.

(o) **Acceptance of Project.** Accept the project when the contractor has completed all obligations of the contract in accordance with the contract documents, by signing and recording the Notice of Completion within ten days after the completion of the project. For contracts where the Contractor has established an escrow account to hold retained funds, release funds not required to secure:

- a) Properly filed stop notices as certified by the Auditor-Controller; and
- b) Notices to Withhold.

7.3.2 Department Director (Public Works Agency)

The DD who is responsible for the project is designated in the Notice to Proceed. The DD has the authority to: (1) issue CCOs within the limits shown in PPPM **§ 7.3.1(k) & §7.7.2**, (2) to issue extensions of contract time in accordance with the contract documents, and (3) to approve the substitution of subcontractors (see PPPM **§7.3.1(i)1 through 3**).

DD-ESD has been delegated authority to: (a) Sign bid document addenda; (b) Award and execute construction contracts of \$175,000 or less; (c) Sign construction contracts of \$5,000,000 or less; (d) Approve CCOs to the limit specified for the DPWA; (e) Execute the Notice of Completion for construction projects.

7.3.3 Project Manager

The PM responsible for the project is designated in the Notice to Proceed. (Refer to PPPM §6.5.5.) The PM has the following authority:

- (1) To interpret the plans and specifications, issuing Field Directives as necessary. See PPPM §7.8.1 for limitations.
- (2) To make minor changes in the location or features of the work where no change in cost is involved. Caution must be used in the exercise of this authority as follows:
 - (a) "No cost" does not mean the net of multiple changes, i.e. no "*horse trading*" is authorized,
 - (b) "No cost" should not be assumed just because the Contractor agrees. It may be that a deductive CCO should really be issued.
 - (c) Be sure that the integrity of project function is maintained. If unsure about this, consult the project originator, Materials Engineer, Traffic Engineer, or other specialists.
 - (d) Provide a letter or Field Directive in each case specifying any change in features and any change in location of a feature if it is not capable of being shown on the Record Drawings by a simple change in an indicated dimension. Be sure to cite that no change in contract cost is involved and no Extra Work authorized.
- (3) To approve substitutes for material and equipment specified by proprietary names when such material and equipment meet the contract requirements.
- (4) To approve shop drawings and submittals.
- (5) To issue Stop Work Notices when necessary to enforce provisions of the contract. (Refer to PPPM §7.8.3 and §7.8.8.)
- (6) To make determinations of each working day to be charged against the contract time in accordance with VCSS Subsection 6-7.3. (Refer to PPPM §7.8.8.)
- (7) To take over a portion of the project for the Agency's use in accordance with VCSS Section 6-10.
- (8) To receive correspondence and other documents from the contractor.

Request for Payment from Contractor require immediate action. , see PPPM §3.3.20.2

Requests for Contractor's Certified Payrolls records should be forwarded to ESD-CSS promptly as law requires action within 10 days.

Requests for review of PM's decision should be forwarded to cognizant DD promptly as they must be answered within 14 days per VCSS §6-12.2.

Response or action on other types of correspondence may also be time sensitive.

7.3.4 Inspector

One or more inspectors will be assigned to the project by the PM. Substitutes may be used during absence of the assigned inspector(s). The Project Inspector has the following authority:

- (1) To view the work, sample and test components (at the job site and at offsite manufacturing locations), and to discuss the work with the contractor's field representative.
- (2) To determine compliance with the plans, specifications and other contract documents. The Inspector may issue Warnings of Noncompliance. (Refer to PPPM §7.8.2.)
- (3) To issue Stop Work Notices in the following two instances only:
 - (A) Where a safety hazard exists that has an immediate potential for serious injury or death, or
 - (B) Where the operation in progress, if continued for even a short time period, could be adverse to the Agency's interests.

7.3.5 Materials Engineer and Inspectors

The Materials Engineer is designated in the Notice to Proceed. The Materials Engineer may assign one or more Materials Inspectors to the project.

The Materials Inspectors have authority to sample and test material at the job site and at offsite manufacturing or storage locations. They may furnish available written test results to the contractor's field representative. At batch plants, they may issue Warnings of Non-Compliance, but not Stop Work Notices. Stop Work Notices require the signature of the Materials Engineer or PM.

7.3.6 Surveyors and Technicians

Surveyors and technicians shall have free access to the site to perform their duties. However, they have no authority related to contract administration.

7.3.7 Consultants

Consultants hired by the Agency shall have free access to the site to perform their duties. However, they have no authority related to contract administration, unless such duties are specifically identified in writing to the contractor. When the contractor has been so notified, consultants may perform the duties of certain Agency personnel described in previous PPPM sections.

7.3.8 Other Agency Personnel

Other Agency personnel who are not involved in construction administration, and the general public, may be present at the site because of one (or more) of the following reasons:

- o It is their current place of work,
- o As client/customers,
- o As visitors,
- o As future users of the facility, and/or
- o As those who will maintain the completed facility.

Where the facility is to continue in use during construction, work access for Agency workers and client/customers shall be maintained as determined in the special provisions.

Where the facility (or portion where construction is being performed) is not in use during construction, admission to the job site by Agency personnel not involved in construction administration, and visitors, may be allowed by the contractor or the Inspector, subject to compliance with safety regulations. Such people have no authority under the contract and the Agency is not responsible for their comments, suggestions or directions.

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7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.4 OVERVIEW OF RESPONSIBILITIES

7.4.1 Project Manager's Support to/from Engineering Services

During the construction of the project, the Public Works Agency Engineering Services Department (ESD) - Contracts Section will maintain a file on the project which will contain copies of the following:

- (1) Construction Contract
- (2) All executed CCOs (copies to The project file)
- (3) Extensions or suspensions of contract time
- (4) All payment documents
- (5) Record of working days
- (6) Contractor's payrolls
- (7) Contractor's Certificates of Insurance
- (8) Authority to substitute subcontractors
- (9) Release on Contract
- (10) Notice of Completion (copy for the PM's project file by ESD-CSS)
- (11) Final Report

The PM will provide copies of items (2), (3) and (11), and will furnish the necessary information for the Contracts Section to prepare items (4) and (5). The Contracts Section will prepare the statistical information to assist the PM in preparing item (11). PM will provide names of unlisted subcontractors to facilitate obtaining payrolls.

All other material on the project will be maintained in a file by the PM, who will furnish a copy of item (2) to The project file.

7.4.2 Project Manager's Relationship to Contractor

The PM shall be the official Agency representative in dealing with the contractor. If a different PM is assigned to the project during construction, the contractor must be notified in writing by the cognizant DD with a copy to the ESD-CSS.

7.4.3 Construction Surveys

VCSS specifies that construction surveys be performed by the Contractor. It also requires that field notes of such surveys be promptly furnished to the Engineer. PMs should see that this is done.

When the special provisions provide for construction surveys by the Agency, the PM will initiate them by WO as required. PM will do so in a timely manner so as to permit the ESD - Survey Engineering Division to plan its work effectively. Proper planning by the PM shall eliminate, whenever possible, the need for overtime work by the surveyors.

7.4.4 Working Day Determinations

The PM will make a daily determination of each working day to be charged against the contract time. The PM's work sheet (or "GO Sheet") for this determination is shown as PPPM **Figure 7.4-1**. The determinations will be discussed with the Contractor. The PM will promptly send the GO sheet to the ESD-CSS who will prepare the Statement of Working Days PPPM **Figure 7.4-1A**. The Statement will be sent to the PM for review and signature, then returned to the ESD-CSS for transmittal to the Contractor using the verified mailing procedure (PPPM **\$6.5.3**).

If the Contractor does not agree with the statement, the Contractor must file a written protest within 15 days after receipt, and set forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

7.4.5 Monthly Estimates of Progress

The PM shall promptly prepare a monthly estimate of construction progress within 2 working days after the pay date on a Field Estimate form prepared by the ESD-CSS so that payments to the contractor can be processed. The Progress Payment form and correspondence required for payment will be prepared by the ESD-CSS. (See PPPM §7.6)

7.4.6 Record Drawings

The PM shall ensure that accurate Record Drawings are prepared promptly, and in accordance with the requirements described in PPPM §8.2.3.

7.4.7 Inspector's Responsibilities

7.4.7.1 Assignment and General Information

The PM will have one or more inspectors assigned to the project; however, substitutes may be used during an absence of the assigned inspector(s). The Inspector's authority is described in PPPM § 7.3.4. The Materials Inspector's authority is described in PPPM §7.3.5.

The PM shall make sure that the Inspector has a copy of the Duties and Instructions contained in PPPM §7.4.7.2, the plans and specifications, necessary reference documents, and any special instructions or directions required to carry out the proper inspection of the project.

The *Public Works Inspectors' Manual* (PWIM) provides much detailed guidance for Inspectors, however it must be made clear that some administrative, sampling and inspection procedures in the PWIM are not in accordance with VCSS or PPPM and that the PWIM does not set policy that is not consistent with VCSS and PPPM.

Sections 1-7 through 1-15 of the PWIM discuss some important legal concepts of contract administration. VCSS and PPPM have been prepared with these in mind, but the actions, or inactions, of the PM and Inspector can affect the outcome of disagreements on Contractors' claims.

The PM shall see that the Inspector's Daily Reports are promptly submitted and shall promptly review them.

The PM should see that the Inspectors are adequately and correctly performing their duties.

7.4.7.2 Inspector's Duties and Instructions

EXPLAIN CONTRACT DOCUMENTS - Become thoroughly familiar with the contract documents, standards, codes, and safety orders. Assist the contractor to understand the intent of the contract documents.

INSPECTION - Inspect the work in progress for conformance of work, materials and equipment with contract documents. Obtain records from the contractor, and conduct investigations to ensure compliance with Federal and State laws.

ADDITIONAL INFORMATION - Obtain from the Project Manager any additional details or information required for proper execution of the work.

CONSTRUCTION SCHEDULE - Be alert to conditions that may cause delays in completing the project; report these to the Project Manager. Prepare biweekly working day report drafts.

JOB CONFERENCES - Attend all conferences held at the job site, and report on them to the Project Manager.

TESTS - See that required tests are conducted. Observe, record and report testing details to the Project Manager.

INSPECTION BY OTHERS - When people representing public agencies having jurisdiction over the project visit the job site, accompany them during their trips through the project, record the outcome of their inspections, and report same to the Project Manager.

7.4.7.2 Inspector's Duties and Instructions (continued)

SURVEYS - Obtain and review field notes from surveys by Contractor's surveyor. Schedule surveys by Agency crews as requested by the contractor when such service is required by the Specifications.

RECORDS - Take responsibility for project records as follows:

- (1) Maintain at the job site --
 - (A) Shop drawings and other submittals, and
 - (B) Reproductions of original contract documents, including addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- (2) Keep a Daily Diary to record hours on the job site, weather conditions, a list of visiting officials (and their jurisdiction), daily activities, decisions, directions to Contractor by Inspector or PM, observations in general, and specific observations in more detail (e.g., observing test procedures). Also fill out "Inspectors Daily Report" PPPM **Figure 7.4-2**. The worker type and number information is needed for Prevailing Wage Law enforcement. Note that these are two different documents. The Daily Diary is a hard bound book kept in the field in the Inspector's own hand writing.
- (3) Record names, addresses and phone numbers of all contractors and subcontractors, and their equipment and work force at the job site. Promptly inform PM of the names of any unlisted subcontractor on the work so that the PM can determine if legally on job.
- (4) Take photographs of the site before the start of work and at frequent intervals during construction. Photograph any problem areas. Label and date all photos and furnish them to the Project Manager.
- (5) When Extra Work has been performed, prior to the end of the following day, obtain from the contractor a Daily Extra Work Report, PPPM **Figure 7.7-2**. Check the report for accuracy of type and quantity of equipment, labor and materials reported. Discuss discrepancies with contractor and, if unresolved, request assistance of the Project Manager.

RECORDS - FEDERALLY FINANCED PROJECTS - Additional records and Inspector duties are required on federally financed projects. Failure to enforce federally mandated requirements can affect project funding.

- (1) Compare all Contractor and Subcontractor certified payrolls with Inspector's Daily Reports. Report all discrepancies to the Project Manager.
- (2) Interview Contractors and Subcontractors employees and fill out and submit Employee Interview forms. Ask the Project Manager for the number and frequency of interviews. Obtain current instructions for interviews and reports.
- (3) Determine from the Project Manager if there are any other duties or reports required for the current project as some federal programs have special requirements.

PREVAILING WAGE LAWS – If there is any suspicion (raised by any occurrence or remark) that the contractor or subcontractors may not be fully complying with the prevailing wage laws, document this and promptly notify the PM.

SHOP DRAWINGS - Do not permit the installation of any material and equipment for which shop drawings are required unless such drawings have been approved by the Project Manager.

SAMPLES - Receive samples that are required to be furnished at the job site. Record the date received and from whom, notify the Project Manager of their readiness for examination. Record the consultant's approvals or rejections when applicable. Maintain custody of approved samples. When the samples are no longer needed at the job site, deliver them to the Project Manager's office. Such samples will be kept until the Final Acceptance of the project.

7.4.7.2 Inspector's Duties and Instructions (continued)

AGENCY'S USE OF FACILITY - If, to any degree, the Agency occupies a building or puts a facility into operation prior to actual completion of the work by the contractor, be alert to the possibility of claims for damage to completed work prior to acceptance of the work. Include details in daily report.

FIELD PROGRESS ESTIMATES - Prepare a payment estimate on the established closure date and submit it promptly to the Project Manager. If the Contractor furnishes a delivered material form, see that there are invoices attached for all materials and that the materials in the quantity claimed are actually on the job site. If materials are still on hand the following month, a new form must be submitted by the Contractor and the material again checked by the Inspector.

LIST OF ITEMS FOR CORRECTION - When project is nearing field completion, make a list of items for correction before final inspection, and check each item as it is corrected.

SAFETY - Immediately call the contractor's attention to any possible violations of State or Federal safety laws. If these are not corrected immediately, issue a Stop Work Notice (see PPPM §7.8.3) and call the State's Safety Engineer and the Agency's Project Manager. (Refer to PPPM §7.5 for Safety information.)

GUARANTEES, CERTIFICATES, AND MAINTENANCE AND OPERATIONS MANUALS - During the course of the work, collect guarantees, certificates, and maintenance and operations manuals; deliver these to the Project Manager.

LIMITATIONS OF AUTHORITY - The Inspector shall comply with the following limitations unless specific exceptions are established by written instructions issued by the Project Manager:

- (1) Do not authorize deviations from the contract documents.
- (2) Do not agree to extra payment to the contractor for any reason.
- (3) Do not enter into the area of responsibility of the contractor's field superintendent.
- (4) Do not expedite the job for the contractor.
- (5) Do not advise upon, nor issue directives relative to, any aspect of the construction technique or sequence, unless a specific technique or sequence is called for in the Specifications.
- (6) Do not approve shop drawings.
- (7) Do not engage in any activity that might be construed to be in conflict of interest.

ACCIDENTS ON JOB SITE OR DAMAGE TO ADJACENT PROPERTY - When Inspector becomes aware that a third party has had an accident on the job site or there has been, or has claimed to have been, damage to adjacent private property caused by the project construction, document the available information, include photographs, and provide it to the PM so that an Occurrence Report can be made. Do not make any statements as to responsibility.

PROBLEMS - Notify the Agency's Project Manager of any problems not covered by these instructions.

7.4.8 Prevailing Wage Law Enforcement

Agency personnel are involved in the enforcement of prevailing wage laws as described below.

7.4.8.1 ESD-Contract Support Specialist (CSS) Duties

Notify DD-ESD when there is suspicion that the law is being violated.

Request payrolls only when:

1. Funding grants so require, request all payrolls. (Includes all projects with Federal financing)
2. Requested by outside person with advanced payment of fees.
3. Requested by PM, DD or DPWA.
4. Extra Work (Time & Material basis) has been performed.

For 1, check for receipt, check for proper classification, check all for payroll records. Contractor must pay the higher of federal or state prevailing wages. Perform all other wage related office work required by the grant.

For 2 to 4, check only to see that payrolls received cover the Contractors and periods requested. If Contractor fails to respond in timely manner, send second request & notify of date penalties will start. Deduct penalties from pay as accrued. On project completion, transmit penalties to State.

For 2, copy with names, addresses & social security numbers hidden and transmit to requestor.

For 3, inform requestor that payrolls have been received. Take further action only as directed by DD-ESD.

For 4, spot check for violations. If apparent violations are observed, advise contractor to see if errors were made, and if so, have Contractor correct them. If this is not done correctly & timely on first request, report matter to State Labor Commissioner and take no further action. See that Daily Extra Work forms submitted use prevailing rates.

7.4.8.2 Project Manager's Duties

Ensure that Contractor's work force is listed in Inspector's Daily Reports.

Provide ESD-CSS with documentation of PM's or Inspector's suspicion that the contractor or subcontractors are not fully complying with the prevailing wage laws.

Provide ESD-CSS with information on Contractor's work force if requested.

Provide ESD-CSS with names and addresses of all unlisted subcontractors.

Obtain list of subcontractors (VCSS 2-3.2) and check that licenses are valid before subcontractors come on site. Report apparent violations of the Subletting and Subcontracting Fair Practices Act to the cognizant DD for possible action and to ESD-CSS so that payrolls can be requested.

In addition where funding grants are involved, inform the ESD-CSS of grant requirements to be performed in the office. Have Contractor's workers interviewed if required by grant. Perform all other wage related field work required by the grant.

When PM has reason to believe that a third party may make a claim against the County, due to injury to persons or damage to property or injury that that occurred on or adjacent to the project site, the PM shall make an "Occurrence Report" as required the County Administrative Manual, Policy No. Chapter IX-10. Note that generally the Contractor is responsible for all such claims in accordance with VCSS §7-3.2.

Prepare and send a Cessation of Work Memo (**PPPM Figure 7.10-3**) when no workers are on the project, due either to:

- (a) Project completion including punch list work, or
- (b) All work at site being stopped for 30 days or more.

When Agency has beneficial use of all or part of the project facilities before completion, report this to ESD-CSS.

FIGURE 7.4-1 FIELD STATEMENT OF WORKING DAYS ("GO" SHEET)

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COUNTY OF VENTURA - PUBLIC WORKS AGENCY FIELD STATEMENT OF WORKING DAYS "GO" SHEET												
PERIOD ENDING: ____/____/____			DATES					DATES				
No.	PROJECT NAME	SPEC NO.	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
1												
2												
3												
4												
5												
6												

LEGEND

WORKING DAYS:
 C = CHARGED DAY PER VCSS §6-7
 CMPL = FIELD COMPLETION (LAST DAY TO BE CHARGED)

DAYS NOT CHARGED DUE TO WEATHER:
 R = RAIN
 W = WINDY
 WG = WET GRADE
 WC = WET CONDITIONS
 FC = FLOODED CONDITIONS

OTHER DAYS NOT CHARGED:
 M = DELAYED MATERIAL DELIVERY
 U = UTILITY INTERFERENCE
 S = STRIKE
 ① ② = OTHERS (EXPLAIN BELOW)

SUBMITTED BY:

PROJECT MANAGER

DATE

FIGURE 7.4-1A STATEMENT OF WORKING DAYS

PROJECT NAME:
GOVERNMENT CENTER HOA
FIFTH FLOOR REMODELING

COUNTY OF VENTURA

REPORT # 12
Spec # CP97-99
Project # 96734

STATEMENT OF WORKING DAYS

To: XYZ MODULAR CONSTRUCTORS, INC. ,Contractor

The following statement shows the number of working days
charged to your contract for the period ending:

01/31/98

DATE	DAY	EXPLANATION	LIQ.DMG DAYS	WORKING DAYS	NON-WORKING	
					WEATHER	OTHER
01/18/98	Su	HOLIDAY				
01/19/98	Mo			0	0	0
01/20/98	Tu	RAIN		1	0	0
01/21/98	We			0	1	0
01/22/98	Th			1	0	0
01/23/98	Fri	LIQUIDATED DAMAGES	1		0	0
01/24/98	Sat	LIQUIDATED DAMAGES	1			
01/25/98	Su	LIQUIDATED DAMAGES	1			
01/26/98	Mo	LIQUIDATED DAMAGES	1			
01/27/98	Tu	LIQUIDATED DAMAGES	1			
01/28/98	We	LIQUIDATED DAMAGES	1			
01/29/98	Th	LIQUIDATED DAMAGES	1			
01/30/98	Fri	LIQUIDATED DAMAGES	1			
01/31/98	Sat	LIQUIDATED DAMAGES	1			
This Period				2	1	0
Previous				468	12	12
Total to Date				470	13	12

TIME EXTENSIONS				
Days this period for CCOs (#s @ * below)			1	0
Days previously reported			41	3
* CCO #s: 22				
Total days to date			42	3

COMPUTATION OF EXTENDED DATE FOR COMPLETION	NO OF DAYS	DAY NO.	DATE
Working days specified in contract	425	=====	=====
Date of first working day	=====	3663	=====
Computed date for completion	=====	4087	01/17/96
Total time extension days to date	45	=====	10/03/97
Total non-working days to date	25	=====	=====
Extended date for completion	=====	4157	=====

REMARKS:

Contractor's revised schedule indicates probable completion 02/13/98.

Specifications allow 15 days in
which to protest in writing the
correctness of this statement.

Project Manager

Date

FIGURE 7.4-2 INSPECTOR'S DAILY REPORT FORM

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

INSPECTOR'S DAILY REPORT

PROJ. TITLE: <From Plans>

Report No: <Sequential #>

Page _____ of _____

Date: <Date>

Circle Day: M T W T F S S

Proj. No. <From Specs>

Shift Hours: Start <hhmm> Stop <hhmm>

Spec. No: <From Specs>

Weather: <Rain, Hot, Wind, Clear, Etc.>

NO.	HRS.	LABOR	NO.	HRS.	LABOR	NO.	HRS.	EQUIP.
<#>	<#>	Supt. or Foreman			Cement finishers	<#>	<#>	<Type, Make
		Carpenters			Laborers			& Model #>
		Acoustic Tile			Reinforcing steel			
		Floor Coverings			Roofers			
		Mason(s)			Sheet metal			
		Ceramic Tile			Struc. Steel/Misc.			
		Drywall			HVAC/ Ducting			
		Electrician(s)			HVAC/ Electrical			
		Glaziers			Fire Sprinklers			
		Landscapers			Insulation			
		Lathers			Truck Drivers			
		Painters			Oper. Engineer(s)			
		Plasterer(s)			A.C. Paving			
		Plumbers			Earthwork			
					<Other trades>			

JOB PROGRESS DESCRIPTION AND LOCATION OF WORK

<Tell what is going on at job site. Include: Type work in progress & location, Directions given, Notice of Non-Compliance issued, Stop Work Order issued, Field Directive issued, Accidents, Visitors to site, Other agency inspection, Materials tests made, Directions received, Decisions, Subcontractors working, Photos taken, Job conferences, Samples received, Any other significant information.

Use additional pages as needed. Make a report for each day that the specifications permit the Contractor to work, whether work is performed or not.

Number reports sequentially so that it will be obvious if a report is missing. For multiple page reports, show "Page # of Pages" on each page.>

<Sign & print last name>

<Title>

PW-2

SIGNATURE

TITLE

7.0 Construction Contract Administration

7.5 SAFETY

The purpose of the following safety requirements is to maintain a safe and healthful work place and to develop health and safety awareness on the part of all employees of the Public Works Agency. The following requirements are directed principally to the Project Manager/Engineer, Construction Inspectors, Surveyors, Material Inspectors, Consultants, and others at project sites. The Public Works Agency has an Injury and Illness Prevention Program (IIPP), which includes the publication entitled "Health/Safety Manual."

All employees working for the County of Ventura have a responsibility for health and safety. All employees are required to work in a manner that will not endanger the life, health, or well-being of themselves, their co-workers or the public. They are to take reasonable steps, within the limits of their authority, to ensure a safe and healthful work environment.

Failure to comply with all safety regulations may result in disciplinary action up to and including termination.

7.5.1 Personal Protective Equipment (PPE)

All hazards cannot be eliminated through engineering or administrative controls, PPE must be utilized by employees to prevent potential injuries or illnesses.

The County provides a variety of PPE for the prevention of injury or illness to employees and reimbursement for safety shoes. Use of this equipment is mandatory where indicated by operations.

7.5.1.1 Safety Shoes

Safety Shoes with toe protection (steel toes) are required when working at construction sites or when out in the field.

7.5.1.2 Hard Hats

Hard hats must be worn at construction sites, when posted, or for any type of over head work, or when working on equipment or next to equipment that can cause a flying object.

Note: On all projects, hard hats are useful for identifying County Inspectors and PMs to contractor forces.

7.5.1.3 Eye protection

Eye protection must be worn when the areas, and operations of the job expose you to eye hazards. For outdoor work during daylight, safety glasses may be tinted to protect against the glare of the sun. Safety glasses or safety goggles are the basic forms of eye protection. You should always use the correct eye and face protection that your job exposes you to: Flying particles and fragments from operations such as chiseling, caulking, hammering, grinding, welding, etc.

When laser devices are in use, avoid looking at the source.

7.5.1.4 Hearing protection

Hearing protection must be worn to protect your ears when signs indicate hearing protection is required; when you need to raise your voice to be heard by someone closer than two feet from you; when the sound in your work area is irritating; when the sound level is 85 dB or greater.

7.5.1.5 Safety Vests

Safety vests are required when working around heavy equipment on a construction site, when working on a highway/roadway, or when working on the shoulder of a highway/roadway.

7.5.1.6 Film Badges

Film badges must be worn by persons operating nuclear testing devices.

7.5.2 Confined Space Entry

Before a County Employee enters a confined space, the employee will be trained in proper entry procedures, including but not limited to permit requirements, use of instrumentation, and evacuation procedures.

This applies to any vessel, confined space or trench/excavation greater than four (4) feet deep, or a confined space that is large enough to be entered bodily and has one or more of the following characteristics: limited or restricted openings for entry and exit; contains or has potential to contain a hazardous atmosphere; is not intended for continuous occupation; has insufficient natural ventilation; and may contain known or potential hazards.

7.5.2.1 Engineering Services Department

Engineering Services Dept. personnel shall not enter a confined space where there is a deficiency of oxygen, or where toxic or flammable gases may present, even with safety equipment.

7.5.3 Contractor Furnished Safety Equipment

On projects where County personnel must enter confined spaces during construction, the Project Manager/Engineer shall see that the specifications provide that the contractor must furnish atmospheric monitoring devices, ladders, full body harnesses and retrieval equipment, etc. for use by County personnel.

Contractors are required to follow Cal OSHA Title 8 CCR, Subsection 5157 and 5158, for Permit-Required Confined Space entry.

7.5.4 References

Title 8 CCR, subsection 5157, Permit-Required Confined Space (CAL-OSHA)
<http://www.dir.ca.gov/Title8/5157.html>

29 CFR 1910.146, Permit-Required Confined Space (OSHA)
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=26621097867353a98339d953c91bcafa&rgn=div8&view=text&node=29:5.1.1.1.8.10.34.6&idno=29>

VC PWA Injury & Illness Procedures Manual, Health/Safety Manual Section 9.3.2

Public Works Agency Safety Standards, Confined Space Entry Procedure

On Intranet @ <http://vcpwa/index.php/health-a-safety/safety-procedures-manual>.

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.6 PROGRESS PAYMENT PROCEDURE

The Public Works Agency's policy is to make construction contract payments promptly. Each person responsible for a step in the payment procedure shall arrange in advance to avoid delays in the procedure due to either anticipated or unanticipated absences. These policies are implemented by the detailed payment procedures described in PPPM **§7.6.1** through **§7.6.6**.

PCC §20104.50 requires the Agency to make progress payments in a timely manner or to pay interest to the contractor on late payments. Any written request by the contractor for payment will start a 30 day time period for making payment. If the contractor is not due a payment that is requested in writing, the PM must return the request within 7 days stating in writing the reasons that the request is not proper.

Some of the reasons for denial include: a) The payment is not yet due in accordance with the contract; b) The work has not been completed to the degree indicated by the Contractor's request; c) Unsatisfactory work that must be redone is included in the request; d) Materials on hand included in the request are not the type specified in the contract for payment or are damaged or not on the site; e) Charges are included in the request for unauthorized Extra Work; f) Charges for authorized extra work are included but the Contractor has not submitted Daily Reports or has not completed the pricing of Daily Reports.

PCC §7107 requires the Agency to retention under several circumstances listed in **PPPM Table 8.1-1**.

Because of the statutes on prompt payments, it is essential that the PM take prompt action in answering letters from contractors requesting payments to avoid subjecting the Agency to paying interest on late payments. Such answers should be coordinated with the ESD-CSS.

7.6.1 Closure Date

The closure date for the purpose of making monthly progress payments as provided in VCSS Section 9-3.2 will be established by the Contracts Section of the Engineering Services Department. That closure date will be included in the Notice to Proceed. Generally, the date is one month or slightly less after the first chargeable working day, with the first day of the month being used only for projects with an asphalt price index adjustment clause. The 26th through 31st days of the month are not used.

If the contractor requests in writing to change the closure date, as also provided in VCSS Section 9-3.2, that request shall be sent to the Contracts Section for determination of compatibility with Agency procedures. The Contracts Section will generate the response to the contractor.

When the final inspection for a project is going to be held within five working days after the pay closure date, the progress payment may be combined with the semifinal payment, provided that both: (1) the contractor's representative agrees, and (2) no Final Adjustment of Quantities (FAQ) or Change Orders are pending that will delay action on the payment.

7.6.2 Field Estimate

PMs shall furnish the Contracts Section with a completed Contract Field Estimate form within two working days after each closure date. PPPM **Figure 7.6-3(1) & 7.6-3(2)** are facsimiles of the form(s) to be used.

7.6.2.1 Field Estimate Procedure

On the Field Estimate form, report only quantities (units) completed to date, or for lump sum items, the percentage completed to date. Percentages used should be integers. For lump sum items, where the contractor's breakdown is used for figuring the percentage completed, the ESD-CSS will total the lump sum breakdown and compute the percentage for the item.

On Field Estimates, be sure to do the following:

- (1) Correctly answer the questions concerning payrolls, schedules, and Federal funding and claims.
- (2) Enter quantities for all items even if there is no change since the previous estimate. The ESD-CSS cannot discern if: (1) the PM is intentionally reducing quantities to zero because the work failed or was destroyed, (2) PM merely overlooked the item, or (3) the previous quantity is to be carried forward.
- (3) Do not show quantities as percentages (rather than as a number of units) for items that are not lump sum. That can cause the contractors to be paid for a single unit rather than what might be thousands of units.
- (4) Show percentages for mobilization correctly, in compliance with the specification. Where specifications have a formula for an item such as mobilization based on the percentage completion of the rest of the work, just enter: "See Spec. #_____", and the ESD-CSS will compute the correct number after completing the rest of the estimate.
- (5) For CCOs using the 'Extra Work' provisions, submit completed and signed Extra Work Reports and supporting invoices. Note that payment for 'Extra Work' is not limited to the estimate shown in the CCO, however the total contract payments can not exceed the total authorized amount. If this limitation is reached, it may be necessary to issue an interim adjustment of quantities. Also see PPPM §7.7.2.
- (6) Sign and date the Field Estimate form.

The PM must keep in mind that the progress estimate is the Agency's estimate of the work satisfactorily completed, not the contractor's estimate of work performed.

7.6.2.2 Payments and Payment Reports

All pending claims on construction contracts must be shown in the monthly progress payment reports to the Board of Supervisors. A claim should be noted as soon as it occurs. Make note if it was denied, and if the contractor still has time to appeal. If the appeal time has expired, it should be dropped. To provide the necessary information to Engineering Services, the PM shall indicate pending claims at the bottom of the Field Estimate form.

If payrolls have been requested from the contractor but have not been received within the allowed time for all persons working on the project, the penalty provided in the Labor Code will be deducted. On Federally funded projects, a deduction is made until compliance occurs.

7.6.3 (No Text)

7.6.4 Payment for Extra Work

- (1) Payment for Extra Work (either authorized by CCO or as settlement of a claim) is provided for in VCSS §3-3. The estimated amount of Extra Work shown by the Agency on a CCO does not limit payment for Extra Work, however, not more than the currently authorized total contract price may be paid. The authorized total can be increased by a CCO or by the FAQ when the estimated amount of extra work is exceeded. A fund transfer may be needed before such a CCO or FAQ can be issued.

Should the Agency decide that too much money is being expended for the Extra Work, it can issue another CCO or field directive to the Contractor directing that work shall cease on the items of work being performed as Extra Work.

- (2) The time for making payment for Extra Work is the next regular monthly pay estimate following the performance of Extra Work providing that the documentation required by VCSS §3-3 has been submitted in proper form. The whole of a item being paid for as Extra Work does not have to be completed before payment is due. If the Agency disputes part of the costs shown on the Daily Reports of Extra Work submitted by the Contractor, and their differences can not be reconciled, the Agency shall pay for the undisputed portions that are properly documented. Notes shall be added to the report by both parties to provide contemporary documentation of the portions that are not agreed to.

7.6.5 Payment for Materials On-Hand

PPPM **Figure 7.6-5** is the Contractor's Request for Payment for Materials on Hand (but not yet incorporated into the Work). In determining the amount to be paid for materials on-hand, several things need to be done, as follows:

- (1) The contractor must make a written request for payment on the County form. Unlike progress payments, which are initiated by the PM in accordance with the contract, payment for materials on-hand is made only when requested by the contractor. A complete request must be made each month even when the same material is still on-hand. Neither the PM nor the Inspector should make out the request for materials payments.
- (2) Check that the materials on-hand are those which may be paid for under the contract.
- (3) Check that materials are actually on-hand, in good condition, and not incorporated into the work.
- (4) Check invoices to see that all materials for which requests are made are covered.
- (5) See that the amount to be paid for a material is not more than 75% of the unpaid portion of the bid item, where it will be paid for when installed.

7.6.6 Payment Estimate

All progress payment estimates shall be made on the Contract Pay Estimate form shown in PPPM **Figure 7.6-2**. Only the final payment will be routed from the Contracts Section through the cognizant DD and the client. All other payments will be reviewed by the Contracts Section and forwarded directly to the Central Services Department Fiscal Division (CSD-FD). Upon request, an informational copy of each Progress Payment will be given to the client. Claims and estimates shall be given to CSD-FD within three days after receipt of the Field Estimate.

The PM will request the contractor's representative to sign the Estimate form, but will not hold up processing if the representative is not available or refuses to sign. Only the Final Payment requires the contractor's signature, and that is on the Release on Contract form. (See PPPM **§8.1.4** concerning Final Payment.)

As an aid to the PM in managing the project, the bid items and CCOs that have exceeded the authorized amount are flagged on the Pay Estimate Form with "<". PMs may need to take action or report these to the cognizant DD unless they are minor deviations from the estimate due to field measurement differences or estimating errors.

7.6.7 Payment Processing

The Contracts Section will notify the PM by phone three days after the closure date if the PM has not yet complied with the requirements described in PPPM **§7.6.2**, Field Estimate. If that contact does not result in immediate compliance, a written notice will be sent to the PM with a copy to the DD of the department concerned.

On the same day received, the Central Services Department will check funding and forward the claim to the Auditor-Controller's office for payment.

7.6.8 Retention from Progress Payments

State law (PCC §9203) and VCSS requires a partial retention of money earned by construction contractors. PCC §7201 limits retention to 5% with exceptions. VCSS (§9-3.2) specifies a retention of 5% of the work completed.

When it is determined that work completed does not meet the Specification requirements, such work shall not be included in the work to be paid for in progress estimates. If the non-complying work has already been included in a previous progress estimate, it shall not be included in subsequent estimates until corrected. When omitted, this will result in a negative amount in the current month column in the estimate.

Retention may be held in an escrow account at the contractor's request. See PPPM §7.6.11.

7.6.9 Schedule Updates

When the progress of the Work, at the time of a progress payment, falls below the dotted line on VCSS Appendix B2, a schedule update is required by VCSS §6-1 before the next progress payment is processed. The formula for this line is

$$\% \text{ Completed} = 1.21951 * (\% \text{ of Contract Time Elapsed}) - 24.39$$

The special provisions may require a construction schedule monthly or at other times.

No schedule is required by VCSS §6-1 for projects where the total contract price is less than \$50,000 or where the contract completion time is less than 25 working days.

7.6.10 Payment Related Documents (20 Day & Stop Notices)

Material suppliers, laborers, and subcontractors will frequently submit "Stop Notices" to insure that the contractor pays them. Material suppliers and subcontractors will also submit "20 Day Preliminary Notices" to make subsequent "Stop Notices" valid. Both type of notices are supposed to be submitted directly to the Auditor-Controller and both have critical submission times specified by law.

These documents are occasionally submitted to other agency staff. While staff has no direct responsibility for such misdirected submissions, it is in the best interest of the agency that they be promptly sent to the Auditor-Controller (Accounts Payable). No copy needs to be retained by the person forwarding them to the Auditor-Controller.

PMs, technicians, inspectors and other staff members should not advise persons desiring to submit such documents on how to prepare them or when to submit them. They may indicate that the Auditor-Controller is the proper office for such submissions.

7.6.11 Escrow of Retained Contract Funds

PCC §22300 and VCSS 9-3.2.1 allow the Contractor to have retention funds held in an escrow account that will earn interest for the Contractor. Escrow Agreement and Escrow Instruction forms are shown in VCSS Appendix D.

7.6.11.1 Establishing an Escrow Account

When the Contractor requests that retained funds be placed in an escrow account (this may occur at any time during the contract term), the ESD-CSS prepares an Escrow Agreement and Escrow Instructions by filling in all of the blanks in the forms that are known. The day in section 4 of the instructions is the established day of the month for payments to be made.

The Contractor has the option of placing qualifying securities in the escrow account or having the Agency send the retained funds to the escrow agent. The first option is rarely used.

The partially filled out forms are sent to the Contractor with an letter instructing that the steps indicated in VCSS9-3.2.1 be taken and the executed forms be returned to the Agency. When returned, the forms must be checked to see that the escrow agent is a California or Federally chartered bank and that all required signatures, except DD-ESD, are there. ESD-CSS submits the properly executed forms to the DD-ESD for signature.

7.6.11.2 Contract Payments

Before preparing each progress payment a letter from the escrow agent stating the amount of funds available to the Agency should have been received. If not received, notify the Contractor that the Agency is holding up processing the payment pending receipt of the escrow agent's letter.

The payment document will indicate the amount reported available in the escrow account, the name of the escrow agent, the amount being sent to the escrow account and the amount being paid to the Contractor.

7.6.11.3 Release of Funds Held in Escrow

See PPPM PERT-10 for steps to release retained funds under normal conditions.

See PERT-8A steps to determine if retained funds must be released due to delays in processing NOC.

In either case, release of fund held in escrow is by a letter to the escrow agent directing that a specific amount or all fund be released to the Contractor. The letter must be signed by one of the three Agency persons whose signature appears on the Escrow Agreement and not by anyone acting for one of them.

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FIGURE 7.6-2(1) CONSTRUCTION CONTRACT PAY ESTIMATE FORM (EXAMPLE)

CONSTRUCTION CONTRACT PAY ESTIMATE									CURRENT MONTH EST COLS ARE NOT USED BY AGENCY & HAVE NOT BEEN CHECKED For Contractor's use as requested by AGCC.			
Contracting Agency: COUNTY OF VENTURA Project: VCMC Utilities Relocate Site Demo-Elec. Contractor: MERCO Construction Engineers, Inc Pay Period: From: 05/08/99 To: 06/08/99 ESTIMATE NO. 5 Spec #: CP94-12												
ITEM NO.	ORIGINAL ESTIMATE	ORIGINAL CONTRACT	TOTAL AUTHORIZED		TOTAL EST TO DATE		CURRENT MONTH EST					
[1]	QUANTITY [2]	UNITS [3]	PRICE [4]	AMOUNT [5]	QUANTITY [6]	AMOUNT [7]	QUANTITY [8]	AMOUNT [9]	QUANTITY [11]	AMOUNT [12]		
1	1 LS		4,640,000.00	4,640,000.00	1.00	4,640,000.00	0.1643	762,352.00	0.0401	186,064.00		
2	2970 LF		10.20	30,294.00	3780.00	38,556.00	3780.00	38,556.00	0.00	0.00		
3	54 EA		1,160.00	62,640.00	54.00	62,640.00	54.00	62,640.00	0.00	0.00		
4	1 LS		1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00		
CO1	Contract Start Date: January 31, 1999					0.00	0.00	0.00	0.00	0.00		
CO2	Complaint File Time ch from 180 to 90 Cal. Days					0.00	0.00	0.00	0.00	0.00		
CO3	1.00 LS		38,741.00	-----	1.00	38,741.00	1.00	38,741.00	0.00	0.00		
CO4	10000.00 \$		1.00	-----	10000.00	10,000.00	0.00	0.00	-1.00	(1.00)		
CO5	7448.00 \$		1.00	-----	7448.00	7,448.00	7448.00	7,448.00	0.00	0.00		
CO6	5000.00 \$		1.00	-----	5000.00	5,000.00	0.00	0.00	0.00	0.00		
CO7	1.00 LS		315.00	-----	1.00	315.00	0.00	0.00	0.00	0.00		
CO8	1.00 LS		4,950.00	-----	1.00	4,950.00	1.00	4,950.00	0.00	0.00		
CO9	1.00 LS		3,105.00	-----	1.00	3,105.00	1.00	3,105.00	1.00	3,105.00		
CO10	1.00 LS		1,014.00	-----	1.00	1,014.00	0.00	0.00	0.00	0.00		
CO11	1.00 LS		(19,000.00)	-----	1.00	(19,000.00)	1.00	(19,000.00)	0.00	0.00		
CO12	1.00 LS		2,214.00	-----	1.00	2,214.00	1.00	2,214.00	1.00	2,214.00		
IAQ-1	Bid Item #2 Adjusted +810 LF					0.00	0.00	0.00	0.00	0.00		
CO13	1.00 LS		15,500.00	-----	1.00	15,500.00	0.50	7,750.00	0.50	7,750.00		
CO14	1.00 LS		1,622.00	-----	1.00	1,622.00	1.00	1,622.00	1.00	1,622.00		
CO15	5000.00 \$		1.00	-----	5000.00	5,000.00	0.00	0.00	0.00	0.00		
CO16	1.00 LS		2,332.00	-----	1.00	2,332.00	1.00	2,332.00	1.00	2,332.00		
CO17	5000.00 \$		1.00	-----	5000.00	5,000.00	0.00	0.00	0.00	0.00		
CO18a	1.00 LS		12,000.00	-----	1.00	12,000.00	0.00	0.00	0.00	0.00		
CO18b	1.00 LS		551.00	-----	1.00	551.00	0.00	0.00	0.00	0.00		
CO18c	1.00 LS		(602.00)	-----	1.00	(602.00)	0.00	0.00	0.00	0.00		
CO19	1.00 LS		900.00	-----	1.00	900.00	0.00	0.00	0.00	0.00		
					Delivered Materials per Sec 9-3.3:				0.00			
			TOTAL:	4,732,935.00	TOTAL:			4,837,287.00	TOTAL:			912,710.00
1st Working Day: 02/01/99					LESS DEDUCTIONS FOR:							
# Working Days: 348					PREVIOUS PAYMENTS: 719,623.00							
Scheduled completion: 07/06/00					LIQUIDATED DAMAGES: 0.00							
% Time Used: 23.6%					PAYROLL PENALTY @ \$25/EMPL/DAY: 0.00							
% Complete: 18.8%					PREVIOUS PAYROLL PENALTIES: 0.00							
Insurance Expires: 12/01/99					UNLISTED SUBCONTRACTOR PENALTY: 0.00							
REMARKS:					OTHER ITEMS, SEE REMARKS: 0.00							
					DEDUCTIONS TOTAL 719,623.00							
					SUB-TOTAL: 193,087.00							
					REQUIRED RETENTION: 91,271.00 10% of Earned							
					AMOUNT IN ESCROW: 71,962.30							
					LESS PAYMENT TO ESCROW: 19,308.70							
					PAYMENT TO CONTRACTOR: 173,778.30							
PAYROLLS ARE O.K.					TOTAL THIS PAYMENT: 193,087.00							
					Send Escrow Payment to Preferred Bank Escrow #99-27							
BY: _____ CHECKED: _____					Spec # CP94-12							
					Proj # 98311							
					Funding: 5210-2650							
Departmental Approval: _____ Date: _____					Encumbrance # 680000001							
COPIES: Central Files, Client, Fiscal Services (3), PM												

These examples are intended to show only the general format of forms. They are edited versions from an actual project with many item lines hidden.

FIGURE 7.6-2(2) CONSTRUCTION CONTRACT PAY ESTIMATE FORMS (EXAMPLE)**LUMP SUM BREAKDOWN - EST # 5****Spec No. CP94-12****Project: VCMC Utilities Relocate Site Demo-Elec.****Contractor: MERC0 Construction Engineers, Inc**

ITEM		ESTIMATED	RATIO	AMOUNT
#	DESCRIPTION	COST	COMPL	TO DATE
1	Bond Premium	35,086.00	100%	35,086.00
4	Survey	15,000.00	85%	12,750.00
5	Temporary Fence	48,000.00	90%	43,200.00
6	Bldg Demolition	75,000.00	100%	75,000.00
7	Demolition for Remodeling	5,000.00	100%	5,000.00
8	Site Clearing	60,000.00	100%	60,000.00
9	Earthwork: Rough Grade, Cut&Fill	120,000.00	70%	84,000.00
11	Paving Rem/Repl: Elect	20,000.00	0%	0.00
15	Water: 6" PVC	9,600.00	100%	9,600.00
23	Storm Drain: 24" RCP	70,000.00	100%	70,000.00
37	Sewer: 12" PVC	51,100.00	100%	51,100.00
43	Reinforc Steel:New Bldg, Foot.	20,000.00	0%	0.00
49	Concrete, Bldg Struct Excav	8,000.00	50%	4,000.00
58	Masonry	60,000.00	0%	0.00
59	Struct Steel & Misc. Metal	250,000.00	0%	0.00
64	Insulation, Batt Insulation	5,000.00	0%	0.00
68	Roofing	16,000.00	0%	0.00
70	Sheet Metal	5,000.00	0%	0.00
71	Sealant	5,000.00	0%	0.00
76	Storefront	1,000.00	0%	0.00
77	Finish Hardware	4,600.00	0%	0.00
78	Plaster	48,000.00	0%	0.00
80	Painting	27,000.00	0%	0.00
81	Sheet Lead	12,000.00	0%	0.00
83	Mechanical, H.V.A.C.	110,000.00	0%	0.00
100	Mechanical, Misc. Mechanical	5,000.00	0%	0.00
101	Electrical(Proc Gen/Switchgear)		-	0.00
a	Administration	{		
b	Submittals	{General Conditions		
c	Mobilization	{		
d	Fixtures	12,000.00	0%	0.00
e	Switchgear Labor	40,000.00	5%	2,000.00
k	High Voltage Terminations	45,000.00	0%	0.00
l	Branch [Conduit & Wire]	35,000.00	10%	3,500.00
m	Fire Alarm & Hosp.Alarm Sys.	40,000.00	0%	0.00
q	Procure Switchgear	759,840.00	0%	0.00
102	Miscellaneous Work	3,000.00	20%	600.00
=====				
	Sub-Total:	4400086.00	16.86%	741986.00
	General Conditions	114914.00	16.86%	19374.50
	Electrical General Conditions	125000.00	0.94%	1175.34
=====				
	Total:	4640000.00	16.43%	762535.84

FIGURE 7.6-2(3) CONSTRUCTION CONTRACT FIELD ESTIMATE FORMS (EXAMPLE)

INTERIM ADJUSTMENT OF QUANTITIES									
Contracting Agency: COUNTY OF VENTURA Project: VCMC Utilities Relocate Site Demo-Elec. Contractor: MERCO Construction Engineers, Inc						Spec No. : CP94-12 Project No.: 98311 Funding : 5210-2650 A/C # : 680000001			
<p style="text-align: center;">THIS IS NOT A CHANGE ORDER. IT IS FOR ACCOUNTING AND PAYMENT PURPOSES ONLY.</p> <p>The items listed are either:</p> <p>1. For UNIT PRICE ITEMS, the differences between actual final quantities and quantities shown in the bid schedule or in approved change orders (9-3.1).</p> <p>2. For EXTRA WORK (3-3), the differences between actual approved final costs and estimated costs shown in change orders.</p>									
ITEM NO.	DESCRIPTION	UNIT PRICE	UNITS	PREVIOUSLY AUTHORIZED		REVISED AUTHORIZED		NET CHANGE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	\$	%
[1]	[15]	[4]	[3]	[6]	[7]	[8]	[9]		
2.00	Furnish Concrete Pile (14")	10.20	LF	2970.00	30294.00	3780.00	38556.00	8,262.00	27%
NET TOTAL								8,262.00	0.2%
RECOMMENDED _____ REG NO. _____ DATE _____ <div style="text-align: center;">PROJECT MANAGER</div> FOR APPROVAL BY: <input type="checkbox"/> Director of Public Works <input type="checkbox"/> Deputy Director of Public Works APPROVED BY _____ DATE _____									
Copies: Central Files; Auditor; Fiscal Services; Budgeting Agency Project Manager; Contracts Technician; Inspector									

FINAL ADJUSTMENT OF QUANTITIES									
Contracting Agency: COUNTY OF VENTURA Project: VCMC Utilities Relocate Site Demo-Elec. Contractor: MERCO Construction Engineers, Inc						Spec No. : CP94-12 Project No.: 98311 Funding : 5210-2650 A/C # : 680000001			
<p style="text-align: center;">THIS IS NOT A CHANGE ORDER. IT IS FOR ACCOUNTING AND PAYMENT PURPOSES ONLY.</p> <p>The items listed are either:</p> <p>1. For UNIT PRICE ITEMS, the differences between actual final quantities and quantities shown in the bid schedule or in approved change orders (9-3.1).</p> <p>2. For EXTRA WORK (3-3), the differences between actual approved final costs and estimated costs shown in change orders.</p>									
ITEM NO.	DESCRIPTION	UNIT PRICE	UNITS	TOTAL AUTHORIZED		FINAL PAYMENT		NET CHANGE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	\$	%
[1]	[15]	[4]	[3]	[6]	[7]	[8]	[9]		
NET TOTAL								0.00	0.0%
RECOMMENDED _____ REG NO. _____ DATE _____ <div style="text-align: center;">PROJECT MANAGER</div> FOR APPROVAL BY: <input type="checkbox"/> Director of Public Works <input type="checkbox"/> Deputy Director of Public Works APPROVED BY _____ DATE _____									
Copies: Central Files; Auditor; Fiscal Services; Budgeting Agency Project Manager; Contracts Technician; Inspector						Final greater than Authorized <			

FIGURE 7.6-3(1) CONSTRUCTION CONTRACT FIELD ESTIMATE FORMS (EXAMPLE)

Spec #: CP94-12		FIELD ESTIMATE FOREST #6		PAY CLOSURE DATE 07/08/99	
Project: VCMC Utilities Relocate Site Demo-Elec.				FIELD ESTIMATE DUE:	
Contractor: MERCO Construction Engineers, Inc				07/12/99	
Insurance Expires: 12/01/99					

ITEM ND.	DESCRIPTION	UNITS	TOTAL AUTHORIZED		PREVIOUS PAID	FIELD ESTIMATE
			QUANTITY	AMOUNT	QUANTITY	BY PROJECT MANAGER
[14]	[15]	[16]	[17]	[18]	[19]	[20]
1	All Work Except Spec Items 2-4	LS	1.00	4640000.00	0.16	_____
2	Furnish Concrete Pile (14")	LF	3780.00	38556.00	3780.00	_____
3	Drive Concrete Pile (14")	EA	54.00	62640.00	54.00	_____
4	Release on Contract	LS	1.00	1.00	0.00	_____
CO1	Contract Start Jan 31, 1999	0.00	0.00	0.00	0.00
CO2	Arbitrat. Complaint Time Chng	0.00	0.00	0.00	0.00
CO3	Reloc. exist. subst. SB-4	LS	1.00	38741.00	1.00	_____100%_____
CO4	Remove Fndation Bldg 318 & 941	\$	10000.00	10000.00	0.00	_____
IAQ-1	Bid Item #2 Adjusted +810 LF	0.00	0.00	0.00	0.00
CO18a	Two Water Valves, connect. 6" waterline	LS	1.00	12000.00	0.00	_____
CO18b	Relocate 2 comm pullboxes	LS	1.00	551.00	0.00	_____
CO18c	Delete Removal of Elect. Feeder EDF 1	LS	1.00	-602.00	0.00	_____
CO19	Widen Per. Grd. Beam of Elect. Ser. Bld	LS	1.00	900.00	0.00	_____

CIRCLE ANSWERS:

1. Are Payrolls up to date? [Y] [N] [Not Requested]
(Payrolls & Worker Interviews are required of federally funded projects)
2. Has new Schedule been received? [Y] [N] [Not Required]
3. Are any Claims pending? [Y] [N] If "Yes", Describe each below or on back.
4. Has a Field Office been provided? [Y] [N] [Not Required]

PROJECT MANAGER: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

FIGURE 7.6-3(2) CONSTRUCTION CONTRACT FIELD ESTIMATE FORMS (EXAMPLE)

LUMP SUM BREAKDOWN - EST # 5			Spec No. CP94-12		
Project: VCMC Utilities Relocate Site Demo-Elec.					
Contractor: MERC0 Construction Engineers, Inc					
ITEM		ESTIMATED	RATIO	AMOUNT	FIELD ESTIMATE
#	DESCRIPTION	COST	COMPL	TO DATE	% TO DATE
1	Bond Premium	35,086.00	100%	35,086.00	100%
4	Survey	15,000.00	85%	12,750.00	
5	Temporary Fence	48,000.00	90%	43,200.00	
6	Bldg Demolition	75,000.00	100%	75,000.00	100%
7	Demolition for Remodeling	5,000.00	100%	5,000.00	100%
8	Site Clearing	60,000.00	100%	60,000.00	100%
9	Earthwork: Rough Grade, Cut&Fill	120,000.00	70%	84,000.00	
11	Paving Rem/Repl: Elect	20,000.00	0%	0.00	
15	Water: 6" PVC	9,600.00	100%	9,600.00	100%
23	Storm Drain: 24" RCP	70,000.00	100%	70,000.00	100%
37	Sewer: 12" PVC	51,100.00	100%	51,100.00	100%
43	Reinforc Steel:New Bldg, Foot.	20,000.00	0%	0.00	
49	Concrete, Bldg Struct Excav	8,000.00	50%	4,000.00	
58	Masonry	60,000.00	0%	0.00	
59	Struct Steel & Misc. Metal	250,000.00	0%	0.00	
64	Insulation, Batt Insulation	5,000.00	0%	0.00	
68	Roofing	16,000.00	0%	0.00	
70	Sheet Metal	5,000.00	0%	0.00	
71	Sealant	5,000.00	0%	0.00	
76	Storefront	1,000.00	0%	0.00	
77	Finish Hardware	4,600.00	0%	0.00	
78	Plaster	48,000.00	0%	0.00	
80	Painting	27,000.00	0%	0.00	
81	Sheet Lead	12,000.00	0%	0.00	
83	Mechanical, H.V.A.C.	110,000.00	0%	0.00	
100	Mechanical, Misc. Mechanical	5,000.00	0%	0.00	
101	Electrical(Proc Gen/Switchgear)	-	-	0.00	
a	Administration	{			
b	Submittals	{General Conditions			
c	Mobilization	{			
d	Fixtures	12,000.00	0%	0.00	
e	Switchgear Labor	40,000.00	5%	2,000.00	
k	High Voltage Terminations	45,000.00	0%	0.00	
l	Branch (Conduit & Wire)	35,000.00	10%	3,500.00	
m	Fire Alarm & Hosp.Alarm Sys.	40,000.00	0%	0.00	
q	Procure Switchgear	759,840.00	0%	0.00	
102	Miscellaneous Work	3,000.00	20%	600.00	
Sub-Total:		4400086.00	16.86%	741986.00	
General Conditions		114914.00	16.86%	19374.50	
Electrical General Conditions		125000.00	0.94%	1175.34	
Total:		4640000.00	16.43%	762535.84	

FIGURE 7.6-5 REQUEST FOR PAYMENT FOR MATERIALS ON HAND

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY**

REQUEST FOR PAYMENT FOR MATERIALS ON HAND

To: _____
Agency Name

Spec. No. _____

From: _____
Contractor (Firm Name)

Project Name _____

In accordance with the provisions of Section 9-3.3 (and Section _____, if applicable) of the Specifications, request is made for payment for the following:

Bid Item #	Class # per §9-3.3	Quantity	Description (Include Weight & Size Where Required)	Value	Invoice # (Must be Attached)	Date Delivered to Site
Total \$						

AFFIDAVIT:

The above listed items have been purchased exclusively for use on the above identified project. They are in good condition and are physically identified for use only on the above identified project. It is expressly understood and agreed that this affidavit is furnished to the County for the purpose of obtaining payment as provided in Section 9-3.3, and that storage of said items at the project site is subject to and under the control of the Contractor but subject to inspection by the Engineer.

INSTRUCTIONS TO THE CONTRACTOR:

Submit fully completed form to the Agency's Project Manager prior to the end of the estimate period. Attach evidence of the purchase which shows cost.

A new request is required each estimate period, but invoices for any item need be submitted only once.

CONTRACTOR (Authorized Signature) Date

OK to Pay _____
PROJECT MANAGER Date

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.7 CHANGES & ADJUSTMENTS TO THE CONTRACT

- a. Contract Change Orders (CCO)** A CCO is used to change the contract to add work not specified in the contract documents, to delete work specified, to change the location of work, to change the methods or materials specified, to change "Extra Work" to a Lump Sum payment or to change any provision of the contract. (See also PPPM §7.8.1 on Field Directives.)

The procedures described in PPPM §7.7.1 through §7.7.6 shall be used as applicable for preparing and administering CCOs.

When the quantities in a unit price Informal or Negotiated contract are approaching the contracting limits, or the cost of an Extra Work CCO cost is approaching the limits of the approving official's authority, prompt action must be taken by the PM to obtain the necessary approval to complete or stop the work.

PCC §20139 prohibits payment for work not covered by the contract or by a properly approved CCO.

Adjustment of Quantities (IAQ or FAQ) cannot be used to authorize work that is not part of the contract, to increase the total price of Informal or Negotiated contracts beyond the legal contracting limits, or to increase the cost of a CCO beyond approving official's authority.

- b. Interim Adjustments of Quantities (IAQs)** An IAQ is identical to a FAQ (see below) with the following exceptions:
- a. An IAQ should be used only when necessary to allow payment to the Contractor when the "Total Earned to Date" exceeding the "Total Authorized".
 - b. An IAQ is prepared by the ESD-CSS when requested by the PM who will prepare the supporting memo and obtain the approval signature and return it to ESD-CSS.
- c. Final Adjustments of Quantities (FAQs)** The FAQ confirms to the Auditor-Controller the differences between final pay quantities and those shown in original unit price bid items (as adjusted by approved CCOs), between final totals of approved Extra Work reports and approved estimated totals in Extra Work basis CCOs, and to account for Asphalt Index or other adjustments that are provided for in the contract.

The FAQ is prepared by the ESD-CSS when preparing the Semi-Final Pay Estimate and sent to the PM to prepare the supporting memo and to obtain the approval signature. PM returns it to ESD-CSS for distribution with the Pay Estimate.

7.7.1 Cost and Justification

7.7.1.1 Cost Estimates & Negotiations

The PM should make an independent estimate of the cost of any proposed CCO prior to requesting a quotation from the Contractor. This cost estimate shall accompany the request for Agency approval of the CCO together with a discussion of significant deviations between the estimate and the price shown in the CCO.

It is the Agency's policy to pay the Contractor a fair price (including OH&P) for CCO work, in accordance with the contract documents. Such fair price is sometimes, but not always, greater than the price would have been for the same work if included in the bid due to out of sequence performance, small amounts of specialty work or other factors. In some cases it may actually be less expensive, particularly if it is part of similar work and can be done in the normal sequence. Unit prices bid should be used for CCOs where the nature and timing of the work makes their use reasonable. The extra work provisions of VCSS provide an indication of a method of estimating a reasonable price for CCO work even though they are not binding in negotiating a price.

If a price that is considered reasonable cannot be negotiated, then the Extra Work provisions of the contract should be used and are binding on the contractor as long as the cumulative CCO costs do not exceed 25% of the original contract price.

CCOs should be initiated as far as possible in advance of the time when the extra work is to be performed. This will help avoid claims for delays, allow time for negotiations and help avoid out of sequence work being necessary.

7.7.1.2 Time Considerations in CCOs

The contractor must be given a reasonable amount of time in which to perform contract change order work. This does not mean that additional time must be granted in every CCO. The PM must consider the effect of the CCO on the progress of the project work as a whole. Consideration must be given to whether the CCO work may be performed in a logical sequence with the other work as originally planned. Also, consideration must be given to availability of materials, equipment and subcontractors. CCO work that is not on the critical path and does not impact on the critical path should generally include the statement "No adjustment; does not affect the overall construction schedule". However, since a CCO is comprised of scope, cost, and time, with the Agency generally in full control of the scope, time may become part of the negotiation process.

A CCO may actually shorten performance time by making the work go faster or by eliminating part of the work. Unless such CCO has major impact on the schedule, it should probably not be considered as affecting the schedule.

When contract work is behind schedule to the point that Liquidated Damages are being assessed, or will be in the near future, CCOs should be avoided if at all possible.

If the PM still considers that a CCO is necessary under these conditions, the PM should discuss the situation with the cognizant DD prior to requesting a proposal, or otherwise discussing the potential of a CCO with the Contractor.

In these cases, consideration should be given to the following alternatives:

- a. Finishing the project without the CCO and performing the proposed CCO work by separate contract or purchase order after completion of the project.
- b. If finishing the project is not feasible, terminating the contract before completion and making a deductive CCO for the work not yet performed and, thereafter, performing the deleted work together with the proposed CCO work by a separate contract or purchase order.
- c. If neither (a) nor (b) above appear to be feasible, carefully negotiate both cost and time extension, taking into account that the contractor may be relieved of part of the Liquidated Damages.

It should be understood that the Agency is not trying to collect Liquidated Damages as a means of reducing costs, but only to recover additional costs to the Agency (and in some cases, to the public) due to delay in completion of the project.

7.7.1.3 Justification

The PM, with pertinent information from the client, shall prepare a justification for each CCO (including interim or final adjustment(s) of quantities or FAQs) submitted for approval. (Also see PPPM §7.7.6.) The justification shall include the percentage that the CCO represents and the accumulated percentage of all CCOs to date. Such justification shall also include comments on any changes in price and performance time.

When the project has been designed by a consultant, the consultant's advice on the CCO shall be solicited in advance of submittal for approval. That may be accomplished by telephone. A copy of the approved CCO shall be furnished to the consultant by the PM.

As soon as the PM becomes aware of an error in the estimate of quantities in the original contract, a unit price CCO, or an Extra Work CCO (Time & Materials), that is likely to result in a significant adjustment of quantities, PM shall bring that error to the attention of the cognizant DD in writing. That DD will forward it to the DPWA if the DD determines that action is desirable. The purpose of this notification process is to create the opportunity for considering a more economical way to accomplish the work via a contract change.

The same notification procedure should be used where substantial amounts of work is being done under "Disputed Work" provisions.

7.7.1.4 Preparing the CCO

The CCO becomes a part of the contract and is a legal document. The language used should meet all of the requirements for the original documents. See PPPM -3.5.

(a) Describe Work to be Performed

Describe changes to be made in contract documents. When payment is to be made separately for different parts of the work included in a single CCO, include the description of the work to be performed for each part in a separate numbered paragraph.

Note language of the CCO form boxes just above and just below the contractor's signature block. Do not repeat these, however if some items of labor, material or equipment are going to be furnished by the Agency or others, these must be identified.

For changes in the plans that cannot be accomplished by a simple note in the body of the CCO, attach new or revised plan sheets or sketches. For changes in the specifications where new sections are being added or existing sections are being changed, the new or revised specifications may be attached as separate sheets.

All attachments must be identified in the CCO (including a sheet count) and each attachment must be identified on its face. On each plan sheet show a contract title, specification number, revision symbol (with CCO number), date and cloud. On text or sketch sheets, show the contract name, specification number and the CCO number.

(b) Provide Method Payment for Work

Each item in the CCO must tell how it is to be paid for. The ways generally used are:

1. At no change in contract price;
2. At a specified contract unit price;
3. At a new unit price (additive or deductive);
The contract unit prices bid cannot be changed by CCO. However, if all or part of the work to be performed as described in a bid item is to be performed in a different manner or under different conditions justifying a new unit price, this should be accomplished by decreasing the quantities for the contract bid item and adding quantities of a CCO item with the new unit price (either higher or lower than the contract unit price). Such new unit price will also require stating how the work is to be measured and paid for. References can be made to existing specification sections with an explanation of the differences for the work covered by the change order.

4. At a Lump Sum price(additive or deductive);
5. As Extra Work. The Extra Work method of payment should be used only when the actual amount of work to be performed cannot be reasonably estimated at the time the CCO is issued or there is insufficient time to negotiate a change order due to the urgency of the changed work. For example:

- (1) A CCO to search for an utility line not shown on the plans;
- (2) A CCO to break into an existing structure to determine the amount of removal and replacement is necessary and to perform the required amount;
- (3) A CCO to extend an excavation to a greater, "to be determined" depth due to unexpected geologic discoveries.

Extra Work requires the use of Daily Extra Work Reports and the submission of certified payrolls to verify actual labor costs paid. Work deleted from the contract cannot be paid for as Extra Work.

It is highly recommend that the change order authorizing the Extra Work contain a "Not To Exceed" amount in order to limit the Agency's financial risk and put the burden for monitoring and controlling costs on the contractor. If the change order does not contain a "Not To Exceed" amount for the Extra Work then it must contain an "Estimated Cost" and the Project Manager or Inspector must monitor the contractor's costs and issue a field directive to stop work before the costs exceed the amount the approving officer is authorized to issue. The amount the final cost exceeds the encumbered amount can be paid using an adjustment of quantities (FAQ or IAQ).

If a "Not To Exceed" amount is used and the changed work is going to exceed the NTE amount then a new change order must be issued raising the NTE amount specified in the first CCO.

The dollar value of the change order for encumbering funds and determining the proper approval authority shall be either: 1) the "Not To Exceed" amount if one is used, or 2) the "Estimated Cost" specified in the change order.

(c) Unilateral CCOs (Contractor & Agency don't reach agreement)

Unilateral CCOs may be issued as provided by VCSS §3-2.2.4. When issuing unilateral CCOs, it is usually better to state a lump sum price or estimated quantities and unit prices for the added work rather than to indicate payment in accordance with VCSS §3-3.2. The reason for this is that it allows paying for the CCO as the work is done rather than waiting for the Daily Extra Work forms to be priced out and certified payrolls received. The Contractor may issue a Notice of Potential Claim and start turning in Daily Extra Work Reports which will be used if the costs overrun the price stated in the CCO. When a unilateral CCO is issued and after the Contractor starts performing the work, if the Contractor does not turn in a Daily Extra Work form on the following work day, the Contractor should be reminded that the prices named in the unilateral CCO will be final if VCSS §3.3 is not followed. See also PPPM **§7.7.3**.

The total arithmetic dollar value of all changes to the contract, additive and deductive, may not exceed 25 percent of the Contract Price without the consent of the Contractor.

(d) Contract Time Adjustments

In the box for Contract Time, enter only one of the following:

- a. No adjustment in contract time.
- b. Contract time is extended by ___# working days.
- c. Contract time is reduced by ___# working days. (Very unusual)

(e) Converting a VCSS §3-3.2 payment to a Lump Sum

When the PM and the Contractor agree to convert a CCO payment method from that specified in VCSS §3-3.2 to another method of payment after part or all of the work has been performed, prepare a new CCO (with new number) and state:

The Extra Work payment provisions contained in CCO (original CCO number) are deleted and replaced by the following:

Use method 2, 3 or 4 from **PPPM §7.7.1.4 (b)** above

If no work has been performed on the original CCO at the time of conversion, the original CCO can be canceled as the first item of the new CCO and the rest of the new CCO should include everything that would be required if the original CCO had not been issued.

In either case, the recap of cost on the last page of the CCO form should show a deduction for the estimated cost shown on the original CCO and the cost shown on the new CCO, entered as a separate line.

When the Contractor fails to provide Daily Extra Work Reports on a timely basis as required by VCSS §3-3.3, no conversion should be made.

(f) CCO Form

CCOs shall be made on word processing templates (available on the Corporate Server) using the exact language and layout shown in **Figure 7.7-1**.

Notes (shown in *<italics>*) on suggested wording when filling out the form are not part of the form.

See **§7.8.4.3** for language that must be included if the CCO is being used for settlement of a claim.

7.7.1.5 Changes Leading to Claims

Good planning, design, plans and specifications are the best preventative against contract problems as change orders can be minimized.

Failure to follow the procedures in the contract documents makes claims more likely and harder to defend.

SSPWC provides for unilateral change orders as long as the total contract price does not change by more than 25%, however state law limits change orders as described in PPPM 7.7.2.

Delays increase contract administration costs and may result in contractor claims.

Change orders late in the construction period are potential problems. If made after the required contract completion date, may result in a claim for time, money or both

See also PPPM 7.8.5 Claims Management.

7.7.2 Approval

Neither the Inspector nor the PM have authority to issue CCOs or to make changes in the Work without an approved CCO.

The PM shall consult with the Project Originator as required, and keep the Originator informed.

No change in the scope of any contract, nor any extra work, shall be undertaken without the prior approval of a CCO. The approval of the agency budgeting the construction funds also shall be obtained before a CCO is signed by the PM.

When the PM concludes (and can support the conclusion) that the time element is critical for fulfillment of the contract, the PM may apply directly to the DPWA or DD for exceptional handling. However, no exception will be taken to the first sentence in the preceding paragraph by any PM except in an emergency when it is clearly imperative that the PM assume authority for necessary action. In such cases, the agency budgeting the construction funds may be consulted by telephone or in person.

CCOs must be approved by the Board unless the Board has delegated approval authority to the DPWA. The DPWA may also delegate part of his authority to DD. See PPPM **7.7.2.1 & 7.7.2.2**. PCC §20137 (**PPPM 3.3.26**) limits the price of any CCO to 10% of the original contract price. However, California case law does not require competitive bidding when it is undesirable or impractical. Where a change order in excess of 10% of the original contract price is required, it is necessary to fully inform the Board of the circumstances so that it can make a finding that competitive bidding is undesirable or impractical. With that finding the Board can approve the CCO.

Public Contract Code limits the Board's authority to make a change in a contract, where competitive bidding is required, to 10% of the Original Contract Price. See **PPPM 3.3.26** for PCC excerpts. Where a change exceeding the limitations of the PCC is required to complete the project as planned (not expand its scope), it is necessary that the Board be fully informed of the circumstances of the situation and that they make a finding of the necessity to issue such CCO before approving it.

In determining if a CCO is within approval limits, negative items included may only be used to offset an item it replaces. A net deductive CCO of any magnitude is considered to be less than any limits in PPPM **§7.7.2.1** or **7.7.2.2**. FAQs (See PPPM **§7.7**) are not CCOs and are not subject to the approval limitations.

CCOs to be performed on an Extra Work basis shall use the estimated cost in determining approval authority. If during the performance of such CCOs, it becomes evident that the estimate is going to be significantly exceeded or the cost will be more than the approval authority under which it was executed, the PM shall promptly report the situation to the person executing the CCO who will determine the necessary action. See PPPM **§7.6.4** concerning possible problems in making timely payments to the Contractor when extra work charges exceed the estimated cost.

7.7.2 Approval (Continued)

Regardless of who has approval authority, the completed CCO form (PPPM **Figure 7.7-1**) shall be transmitted to the DD or DPWA using the memorandum form shown in PPPM **Figure 7.7-4**. If the CCO requires Board approval, a draft board letter shall accompany the memorandum. See PPPM **Figure 7.7-5** for an outline of the contents of the Board letter

For a CCO exceeding 10% of the original contract price, include the following in the Board letter.

As the first recommendation:

"1. Find that competitive bidding would not produce an advantage and would be undesirable and impractical for the work which is the subject of Contract Change Order No. #."

As part of the discussion section The following is an example of a statement of facts supporting the recommendation. Modify the language for the circumstances of the CCO work involved and discuss the language with County Counsel.):

"The procedures for advertising an award of the work covered by Contract Change Order No. # would be undesirable and impractical because the work is ongoing and such procedures would: (1) cause delay with attendant expenses, and (2) might result in two contractors working on the same project adding additional mobilization costs and producing conflicts in the performance of the project work and in the separate warranties provided. Because of these problems and additional costs, competitive bidding would not result in a lower cost for the project."

7.7.2.1 Director of Public Works Agency - CCO Authority

By Board Resolutions (REF③Glossary & REF④Glossary) and the Informal Bidding Ordinance (REF②Glossary) the DPWA is authorized to approve CCOs in amounts as (specified in VCSS 2.13-2) follows (PPPM §7.7.6 lists reasons to issue CCOs), delegated to DD-ESD:

a. Formal Construction Contract CCOs (set by PCC §20142)

AMOUNT OF ORIGINAL CONTRACT	MAXIMUM NET COST OF ANY CHANGE ORDER
\$50,000 or less	\$5,000 (Includes any net negative total)
\$50,000 to \$250,000	10% of amount of original contract
\$250,000 to \$3,950,000	\$25,000 + 5% of amount of original contract in excess of \$250,000
Over \$3,950,000	\$210,000
When a CCO is executed by a DD as the Acting Director, that status shall be annotated on the 'Approved By' line with the words "Acting Director". (PPPM Figure 7.7-1)	

b. Informal Construction Contract CCOs

The total cost of the contract, including all CCOs, cannot exceed \$175,000 and the net sum of all CCOs cannot exceed \$45,000. The Board cannot approve CCOs in excess of these limits. Any individual CCO exceeding \$10,000 should be cleared with County Counsel.

When award is made pursuant to PCC §22034(f) (Award price from \$175,000 to \$187,500) no CCOs can be made without approval of County Counsel.

c. Negotiated Construction Contract CCOs

The total cost of Negotiated construction contracts, including all CCOs, cannot exceed \$45,000. The Board cannot approve CCOs in excess of these limits.

d. Maintenance Contracts CCOs CCOs, for DPWA awarded contracts, can be executed only by DPWA in an amount that does not make the total contract price exceed \$100,000.

CCOs to Board Approved contracts can be executed by DPWA in a cumulative amount so that DPWA approved CCOs do not to exceed \$100,000.

CCOs for Maintenance contracts exceeding the above limits must be approved by the Board.

e. Emergency contracts CCOs County Counsel's advice is needed for CCOs on Emergency contracts.

7.7.2.2 Department Director (Public Works Agency) CCO Authority

The DPWA has delegated to DDs the authority to approve CCOs, within the limits shown in PPPM §7.7.2.1 a, b, c & d and the following limits (as specified in VCSS 2-13.3):

AMOUNT OF ORIGINAL CONTRACT	MAXIMUM NET COST OF ANY CHANGE ORDER
Less than \$500,000	\$5,000 (Includes any net negative total)
\$500,000 to \$1,000,000	1% of Bid Price
Over \$1,000,000	\$10,000
This delegation of authority may not be further delegated. When a CCO is executed by an Acting Department Director, that status shall be annotated on the 'Approved By' line with the words "Acting Director". (PPPM Figure 7.7-1)	

7.7.2.3 Distribution of CCOs and FAQs

The PM preparing the CCO is responsible for the proper distribution of executed CCOs in accordance with the distribution list at the bottom of the form. The originating department's DD may assign this responsibility to a Technician or a Secretary in the department. FAQ's are prepared by the ESD-CSS, furnished to the PM who prepares a cover memo to DD or DPWA. When FAQ is executed and returned to the ESD-CSS, the ESD-CSS will distribute it with the Semi-Final pay documents.

7.7.3 Extra Work Report Form Instructions

VCSS 3-2.2.3, 3-3.2.1 and 3-5 specify when Extra Work payment provisions are to be used as the basis for payments to the Contractor. VCSS 3-3.2 and 3-3.3 specify the procedures for establishing costs. The Daily Extra Work Report Form is shown as PPPM **Figure 7.7-2**. The information below clarifies selected portions of that form. The form for each day on which Extra Work is performed must be submitted by the end of the next working day. This requirement should not be waived, but the form does not need to have the money columns completed providing that the classification of workers, equipment and materials is clearly established on the form. However, if the money columns are not completed daily, they shall be completed promptly. If not completed by the end of the week following the week in which the work was performed, the PM shall notify the cognizant DD.

7.7.3.1 Header Box (At Top of Form)

Report No. - These are sequential, starting with 1 for each CCO; reports are required for each day of extra work.

Total Authorized - This is the amount shown on the time and materials Change Order that authorized the extra work.

Previous Report \$____; This Report \$____; & Total to Date \$____ - This section provides a cumulative accounting of the extra work costs. The amount of the previous report is added to the amount accrued on the current report to arrive at a **Total to Date** amount. This last amount should be checked periodically against the amount shown in **Total Authorized**. Report any large overruns.

7.7.3.2 "EQUIPMENT," "LABOR" and "MATERIAL" Boxes

Prime, Sub (Columns) - Provide separate accounting of the prime contractor's and the subcontractor's cost for each of the categories of cost; i.e., for **EQUIPMENT, LABOR, and MATERIAL**. Where VCSS 3-3.2.2(d), Other Items, is applicable and authorized, list these under **MATERIAL**. Separate accounting is required for the proper application of the prime contractor's markup on the subcontractor's work. The amount of each is tabulated with the applicable markups for each category of cost.

LABOR (Cost Computation for Extra Work) - When extra work is performed, certified payrolls shall be requested to ascertain the basic wage plus fringe benefit rate for each worker.

A multiplier equal to $(1 + \text{CALTRANS Surcharge in \%} / 100)$ is applied to cover statutory payroll related costs. The multiplier computed from the formula for the multipliers in effect at the time the form was printed are shown on the back of the form, Note that for work performed during other periods, the multipliers must be computed.

The basic labor rate plus fringe is multiplied by the total hours worked and the surcharge multiplier to yield the labor cost for each worker. A 33% markup on labor is thereafter applied to the labor total for the current day to cover all other labor related costs, superintendence, overhead and profit. (Note: 33% is based on SSS §9-1.03A.)

The surcharge percentages from CALTRANS Labor Surcharge & Equipment Rental Rates publication are indicated below. These surcharge percentages are revised periodically. If the Extra Work was performed during a period not covered by the table below, obtain the correct multipliers from ESD. Space has been provided for penciling in new multipliers until a revised page is issued.

7.7.3.2 **"EQUIPMENT," "LABOR" and "MATERIAL" Boxes (Continued)**

EQUIPMENT - No payment is to be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used for determining equipment rental costs shall not exceed the following:

- (1) For equipment that is listed in the current CALTRANS **Labor Surcharge and Equipment Rental Rates** publication, the rates shown therein. The right of way delay and overtime/multiple shift factors contained therein shall be used as applicable.
- (2) For equipment not listed in said CALTRANS publication, the listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. If equipment is rented, invoices should be requested.
- (3) For equipment rental that includes operators and helpers, the applicable cost from (1) or (2) above, plus the applicable labor costs as determined in accordance with **LABOR** section above. Certified payrolls are required, including for Owner-Operators.

The rental rates paid shall include all costs except loading and transportation.

See VCSS for intermittently used equipment and equipment already at the work site.

MATERIAL - The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery.

No markup shall be applied to any material provided by the Agency.

OTHER ITEMS – Other items required on the extra work and authorized by the Agency are to be paid for in the same manner as Material and listed under Material on the Extra Work form.

Such items include labor, service, material and equipment which are:

1. Different in their nature from those required for the Work specified in the Contract, and
2. Are of a type not ordinarily available from the Contractor or any of its subcontractors.

Extra work not meeting both of these criteria must be paid for as labor, material, and equipment.

Either the CCO or an authorizing letter must indicate the portion of the Extra Work that may be billed as "other items".

Invoices covering all "other items" shall detail their nature and shall be submitted with the request for payment.

Some examples of "other items" are concrete sawing, guniting, pavement striping, electrical work, asbestos removal, trenchless pipe installation, surveying, and other tasks requiring special equipment, skills or licensing that is not required for the Work as bid but is needed to perform the Extra Work,


7.7.3.2 "EQUIPMENT," "LABOR" and "MATERIAL" Boxes (Continued)

The rationale for the "other items" exception to normal Extra Work payment provisions is as follows.

The Contractor normally has contracts with the subcontractors that are performing parts of the Work as bid and these contracts usually provide that the specifications conditions are included. The Contractor can then require that CCO work be performed under the Extra Work payment provisions. Even when the Contractor's subcontractors are not available at the time needed, if the work is not of a specialty nature, there are usually many subcontractors available willing to work with payment on an Extra Work basis.

On the other hand, when the work requires specialized equipment, skills or licensing to perform the CCO work which was not required for the work as bid, there may be few or only one subcontractor available and the Contractor may have to obtain the services on the terms set by the subcontractor.

The Agency expects to pay a fair price for the CCO work that it is requiring the Contractor to perform. Normal Extra Work payment procedures provide for this in most cases except when the Contractor cannot get the work performed with this payment method.

CALTRANS LABOR SURCHARGE IN % BY TYPE OF WORK					
	From To	04/01/11 03/31/12	04/01/12 03/31/13	04/01/13 03/31/14	
All work not covered below		11/11	13/12	12/11	
Concrete Construction-Bridge		14/13	16/14	14/13	
Drilling		16/14	17/15	14/13	
Fence & Guardrail Construction		12/13	14/13	14/13	
Erection of Structural Metal for Bridges, Excluding Sign Bridges		17/15	18/16	18/16	
Landscape Gardener		11/11	13/12	12/11	
Mobile Crane & Hoist Service		14/13	17/15	16/15	
Painting Steel Structures or Bridges		17/15	18/16	18/16	
Piledriving, Not Including Drilled, Cast-in-Place Concrete Piles		13/12	15/14	14/13	
Sign Erection or Repair		16/14	21/18	19/17	
Wrecking and Demolition		13/12	14/13	14/13	

The first of the two rates shown is RT=Regular Time and the second is OT=Overtime.

The labor surcharge compensates the contractor for statutory payroll items stipulated by various governmental agencies. The six items included are Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training taxes.

For work determined by the Engineer to be covered by the Longshoreman and Harbor Workers Act, an appropriate labor surcharge will be established by the Engineer.

7.7.3.3 TOTALS Box (Double Outlined in Lower Right Corner of Form)

Total Equip., Matl., & Labor - The sum for all categories of cost is tabulated for the prime contractor and subcontractor.

Prime Markup on Sub (10% first \$5K) - This markup of 10% on the first \$5,000 of each subcontractor's work is applied to the subcontractor's **Total Equip., Matl., & Labor** amount. This applies only once for each CCO, not for each day's work.

Prime Markup on Sub (5% over \$5K) - This markup of 5% is applied to that portion of each subcontractor's work that exceeds \$5,000. See Note F on **Page 7.7-4D**.

Subtotal - The sum of **Total Equip., Matl., & Labor** and the prime markups on subcontractor work are entered here for the prime contractor. **Note:** The subcontractor's amount is copied from the **Total Equip., Matl., & Labor** block.

Total (Prime + Sub) - The sum of the prime's and subcontractor's **Subtotals**.

Bond (1%) - A bond entitlement of 1% is applied to **Total (Prime + Sub)**.

TOTAL THIS REPORT - The sum of **Total (Prime + Sub)** and **Bond (1%)**. Also entered in the Header Box at the top of the form in the **This Report** space.

7.7.3.4 Bottom Right Corner of Report Form

Contracting Agency - Identifies the agency administering the extra work; e.g., County of Ventura, VCWPD, or WWD #1, or VCFPD, etc.

Contractor's Rep / Project Manager (Signature Lines) - Be sure these are signed daily by both parties, per VCSS 3-3.3. If the form with only the information within the heavy lines completed, this can be acknowledged in the box provided and the PM signature added only after the form is fully completed and reviewed.

7.7.4 Additional Working Days

For delays occasioned by weather, strikes, materials delivery, and other causes that are known at the time they occur, should be shown on the "GO Sheet" as "non-working days". Materials delivery delays require Contractor documentation per VSSS §6-6.4.1. Except for item 12 (which is needed only when the delay was not recognized when it started), these items should be available by the time for submittal of the "GO Sheet".

Delays claimed by a Contractor's letter, after they are over, should be approved or denied by DD letter.

7.7.4.1 Authority for Approval

In the Board of Supervisors Resolutions REF③Glossary & REF④Glossary, the DPWA was delegated certain authority to approve additional working days. Approval of time extensions for contracts administered by the Public Works Agency shall adhere to the following guidelines:

- (1) The DPWA will approve additional working days to complete a project when such days are occasioned by a CCO that is within the DPWA's authority. (See PPPM §7.7.2.)
- (2) The DD of the department concerned shall approve additional working days not occasioned by a CCO or those in connection with a CCO within the DD's delegated authority, per the provisions of VCSS 6-6.

7.7.4.2 Non-Change-Order Extensions

Delays caused by the Agency may subject the Agency to a valid claim for damages under the provisions of §7102 of the Public Contracts Code. Therefore, it is essential that Agency-caused delays be minimized. The circumstances surrounding any delay -- whether caused by the contractor or the Agency -together with the effect of such delays on the contractor, must be recorded in the Inspector's Daily Diary (PPPM §7.4.7.2). Care must be exercised in issuing extensions of time or nonworking days. Include the reasons for these, particularly where the delay is not caused by the Agency.

Time extensions not occasioned by a CCO shall be requested in writing by the contractor. Accordingly, any request for extension of time should be seriously considered to determine that the reasons offered for the delay are valid under the contract terms.

The time allowed for performance of construction contracts is an important provision of the contract since it affects the County's cost of administration and the date by which the project is made fully available for public use. Delay in completing a project also may result in increasing the potential for job site accidents.

All contractors shall be dealt with fairly. However, extensions of time will be granted only in accordance with the terms of the contract. Adequate documentation for the extension of working days shall be provided to establish justifications within the provisions of the job specifications.

7.7.4.3 Procedure for Processing Requests for Extensions

When a request for an extension of time is received from the contractor, the PM shall undertake the following procedural steps:

- (1) Determine that the request was received within 30 days after the beginning of the delay, and at least 15 days before the specified completion date, as required by VCSS 6-6.4. Requests that fail to meet these criteria but appear otherwise valid, before they are denied, shall be referred to the DPWA for consideration of waiving the requirements.
- (2) Review the report submitted in accordance with VCSS 6-6.4 to determine if the cause of the delay is one of those specified in VCSS 6-6.1, as well as that such delay actually affects the completion of the entire project to the extent claimed. Late delivery of materials and equipment beyond the reasonable control of the contractor will be considered an acceptable cause, subject to proof as provided in (3) below.
- (3) If a stated cause is late delivery of equipment or materials, evidence shall be required of timely orders and acceptance thereof with timely delivery, or evidence of timely and diligent efforts to secure substitute equipment or material from other sources. In addition, evidence shall be required that late delivery from a supplier accepting an order is due to causes beyond the control of the supplier, such as strikes, labor disputes, or transportation interruptions.
- (4) The PM will collect, analyze and organize the evidence, and meet with his or her department's DD. The DD shall review the evidence and decide whether the time extension should be granted.
- (5) When the DD makes a decision, the contractor shall be informed thereof. If the extension request is denied, or if the time granted is less than that requested, the reasons for the denial or time reduction shall be explained. PPPM **Figure 7.7-3** shows the format for the letter to be sent to the contractor. A copy also shall be sent to the DPWA.

7.7.5 Modifiable Provisions of Standard Specifications

Most of the requirements contained in VCSS Part 1 must not be altered because they are required by law or are necessary for uniform contract administration. See PPPM §3.1.2.2 for sections that may be modified.

When a CCO is made modifying these sections there must be consideration to both parties as with any other CCO.

7.7.6 Specific Reasons for Contract Change Orders

The justification for a CCO shall have a specific reason given in the memo requesting the change. Use one or more of the reasons in PPPM §7.7.6.1 through §7.7.6.11.

CCOs have three general categories.

The first are those necessary to complete the project as planned at bid time, and include those described in §7.7.6.1; .2; .3; .5; .8; .9; and .10.

The second are those that would be nice to do but are not necessary to complete the project as planned, and include those covered by §7.7.6.4. PCC §20137 limits the amount of this type of change order to 10% of the original contract price. Generally the cost of this type of CCO should be more closely scrutinized as it may be more economical to make a new contract at a later date.

The third type are those necessary to clean up problems, including those described in §7.7.6.6 & .7.

7.7.6.1 Changed Conditions

This reason can be used only if both item (1) (i.e., one or more of its subitems) and item (2) below have occurred:

- (1) Receipt of a written notification from the contractor of discovery of one of the following site conditions, reported promptly and before the conditions are disturbed:
 - (A) Subsurface or latent physical conditions differing materially from those represented in the contract.
 - (B) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the type being performed.
 - (C) Material that the contractor believes may be hazardous waste, as defined in §25117 of the Health and Safety Code, that is required to be removed to a Class I, II or III disposal site in accordance with provisions of existing law, unless the material is so identified in the contract documents.
- (2) A prompt investigation by the PM followed by the determination by the DPWA or DD with CCO authority, that these conditions are Changed Conditions, and that they will materially increase or decrease the costs of any portion of the work or the contract performance time.

7.7.6.2 Design Discrepancy

This reason may take one of the forms described below. It is usually the result of the designer's errors or omissions. Note that when this reason is used, the PM shall notify and remind the consultant-designer of the project about the consultant contract errors and omissions obligations. (Refer to PPPM §4.6.7 for contract clause details.)

- (1) Work cannot be built as designed. Impossible-to-build includes:
 - o Dimensional errors,
 - o More than one object occupying the same space,
 - o Lack of support, or
 - o Specified product does not exist.
- (2) An ambiguity or conflict in the contract documents that cannot be resolved by the precedence of contract documents per VCSS 2-5.2.
- (3) An omission of work required to make the project functional and which cannot be considered to be required by the:
 - o Normal practices of the trades,
 - o Complete and operable clauses,
 - o Manufacturer's literature, or
 - o By Code.
- (4) Dimensions adjustments to meet field conditions (usually no cost).

7.7.6.3 Value Engineering

This reason generally should result in overall cost savings, and includes:

- (1) Changes that reduce first cost,
- (2) Changes that reduce life cycle cost,
- (3) Changes that do not affect cost but improve functionality, or
- (4) A combination of the above.

When a change lowers first cost, it must be determined what effect it has on life cycle cost and functionality. If either is adversely affected, there must be a solid justification for making the change. When a change increases first cost but decreases life cycle cost, the decrease in life cycle cost must be well documented as well as substantial. Show this reason as "other" on the form requesting approval.

7.7.6.4 Operating Agency Request

Changes may be requested by people who will use or maintain a project. It is important that changes of this type be made on a timely basis to avoid disrupting the contractor's schedule and to avoid the potential for agency caused delay. These changes may be made in the following instances:

- (1) To allow the use of standard maintenance procedures,
- (2) For new or expanded functions,
- (3) For improved functionality of the facility, or
- (4) To enable project expansion when more funding becomes available.

7.7.6.5 New Code Requirements

This pertains to code requirements not in effect at the time of design but which are now applicable. Full code reference must be given, including why the new/changed code is now applicable to the project under construction.

7.7.6.6 Agency-Caused Delays

This type of CCO is needed only when a payment is to be made pursuant to VCSS 6-6.3. Otherwise, an extension of time by a letter signed by a DD is used to extend the time pursuant to VCSS 6-6.

7.7.6.7 Claims Settlement

This is limited to cases where appeal decisions by a DD or the DPWA require a change in contract price. See also PPPM §7.8.4.3 & §8.1.5.

7.7.6.8 Minor Modification in Details

This covers no-cost CCOs to document changes in location of work specified, or alteration in installation details.

7.7.6.9 Alternative Products

This applies to no-cost or deductive CCOs when the contractor proposes to use an "equal" that requires changes in configuration or design. The deductive amount should cover all agency costs of redesign, checking and additional inspection.

7.7.6.10 Contractor Requested Cost Reductions

The Contractor may request a change under provisions of VCSS 3-1.2. Such changes are always at no cost or at reduced cost to Agency. The PM must thoroughly investigate such requests to make sure that the functions, maintainability, operating costs and other aspects of the project are not compromised by the change and that the Agency is receiving the proper compensation for the change.

7.7.6.11 Other

This encompasses other reasons not included in the previous sections that must be fully explained, including applicable references to contract documents.

Figure 7.7-1(1) CONTRACT CHANGE ORDER FORM

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

Spec No. <Spec No.> County of Ventura Page 1 of 2
Public Works Agency

Contract Change Order No._

Contracting Agency: <Special District Name or County of Ventura, See Contract>

Project Name: <Project name from Contract>

ACCOUNTING DATA:	A/C Contract No.	<*1>	Budget Org/Object	<*2>	Project No.	<*3>
---------------------	------------------	------	-------------------	------	-------------	------

To: <Contractor's Company name>, Contractor

You are hereby directed to make the following changes to the plans and specifications for this contract.

NOTE: This change order is not effective until approved by the Chair, Board of Supervisors, Director of Public Works Agency or Department Director (Public Works Agency), as indicated.

<Describe changes to be made in contract documents and how payment, if any, is to be made. Note language of this form just below the contractor's name above and in the four lines above the contractor's signature block below. Do not repeat these. If some items of labor, material or equipment are going to be furnished by others, these must be identified. For changes in the plans that cannot be accomplished by a simple note, attach new or revised plan sheets or sketch. For changes in the specifications where new sections are being added or existing sections are being changed, the new or revised specifications may be attached on a separate sheet. Relate all attached plans or text to the change order by indicating in the change order what is being attached (including a sheet count) and on each plan sheet show a contract title, specification number, revision symbol, date and cloud, and on text sheets, the contract name, specification number and the CCO number. Remember that the CCO becomes a part of the contract and is a legal document. The language used should meet all of the requirements for the original documents. See PPPM •3.5.>

<Each item in the CCO must tell how it is to be paid for. The ways are generally: a. At no change in contract price; b. At a specified contract unit price; c. At a negotiated unit price (±); d. At a negotiated Lump Sum price(±); or e. As Extra Work.>

<Note that unit prices bid cannot be changed by CCO. However, if all or part of the work to be performed described in a bid item is to be performed in a different manner or under different conditions justifying a new unit price, this should be accomplished by decreasing the quantities for the bid item and adding a CCO item with the new unit price. This will also require stating how the work is to be done and paid for. References can be made to existing specification sections with an explanation of the differences for the work covered by the change order.>

<Place the following one line below the end of the text entered above so as not to leave large blank spaces.>

<{b1} [There is no change in the total contract price.]>

<{b2} [The total price of this change order is \$ <#>]>

<{b3} [The total price of this change order is estimated to be \$ <#>]>

<{b4} [The total price of this change order is not to exceed \$ <#>]>

<For CCOs documenting a claims settlement, add text from box in PPPM •7.8.4.3.>

By reason of this order, the time of completion will be adjusted as follows:

Contract time is extended ___ working days.
No adjustment in contract time.

Footnotes:

*1 From ESD-CSS

*2 4 digit Budget Dept No. / 4 digit Budget Account No.

*3 PWA Project No.

Figure 7.7-1(2) CONTRACT CHANGE ORDER FORM (Continued)

Spec No. *<Spec No.>* County of Ventura
Public Works Agency

Page 2 of 2

Contract Change Order No. _

Contracting Agency: *<Special District Name or County of Ventura, See Contract>*

Project Name: *<Project name from Contract>*

RECOMMENDED *<PM or Registered person responsible for change.>* REG. NO. *<Reg Civil Engr # or Lic Arch #>* DATE _____

FOR APPROVAL BY: Chair of Board Director of Public Works Agency Department Director (PWA) *<Select proper one>*

APPROVED BY _____ DATE _____

The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.

ACCEPTED, CONTRACTOR: *<Enter Contractor's name here when preparing CCO>*

BY _____ TITLE _____ DATE _____

If this contract change order is executed by the Agency, but the Contractor does not sign it, the Contractor shall, as required by the Specifications cited:

1. Proceed with the ordered work (VCSS 3-2.2.3 and 3-5);
2. File a written Notice of Potential Claim before commencing the work ordered (VCSS 6-11); and
3. Keep and furnish daily records of materials, equipment and labor (VCSS 3-3.3 and 3-5).

Original: Contractor. Copies: Project file, Auditor, Project Manager, ESD-Contracts Tech, Client, Inspector, Fiscal Services, AE.

PWA-359a (Rev 08/98)

The following is for Agency use only and is not a part of this change order.
<Use parentheses to indicate negative amounts. Do not use "+" or "-" signs.>

FUNDING RECAPITULATION:

ORIGINAL CONTRACT PRICE	<i><000,000.00></i>
PREVIOUS CONTRACT CHANGE ORDERS	<i><0.00></i>
THIS CONTRACT CHANGE ORDER	<i><0.00></i>
REVISED CONTRACT PRICE	0.00

<Delete the following if not applicable, or change title as desired>

Concurred to by: _____ Date _____

County executive Office or Other Client Agency

FIGURE 7.7-2(1) DAILY EXTRA WORK REPORT (REDUCED)

Use latest version of this form from server @ **\\shared\\PWA Forms\\PPPM Forms**

COUNTY OF VENTURA - PUBLIC WORKS AGENCY						DAILY EXTRA WORK REPORT							
Spec No. _____ Project Name _____ Prime Contractor _____ Subcontractors _____			CCO No. _____ Report No. _____ Sheet ____ of ____ Date Work Performed _____						Date Report Completed Previous Report \$ _____ This Report \$ _____ Total to Date \$ _____ Total Authorized \$ _____				
EQUIPMENT (Type, Model)			Hrs	Rate	Prime	Sub				"Rate"	**Mult	Prime	Sub
1. See Specifications §3-3.2.2(c)&(e) 2. Furnish invoices for rentals 3. * Use CALTRANS rates if listed, or from invoices or by PWA.			Subtotal										
			15% Mrkup										
			Total										
MATERIAL	Qty	Unit	Price	Sub									
1. See Specifications §3-3.2.2(b)&(c) 2. Furnish Invoices 3. * From Invoice or by PWA. <small>§7-7.2 CH-37(For VCSS of 08/21/02)</small>					Subtotal								
					15% Mrkup								
					Total								
TOTALS													
Total Equipment, Material & Labor													
Prime Markup on Sub (10% first \$5,000 applied only once on each CCO))													
Prime Markup on Sub (5% over \$5,000)													
Subtotal													
Total (Prime + Sub)													
Bond (1%)													
TOTAL THIS REPORT													
I certify that the charges are accurately reported for the work indicated.													
Contractor's Representative _____ Date _____										Received with "A" items only:			
SEE BACK OF FORM FOR REPORTING REQUIREMENTS										By _____ Date _____			
CONTRACTING AGENCY:										Project Manager _____ Date _____			

FIGURE 7.7-2(2) DAILY EXTRA WORK REPORT (REDUCED)

<p align="center">HOW TO COMPLETE THE REPORT (See Specifications Section 3-3 for full requirements)</p>		<p align="center">CALTRANS LABOR SURCHARGE For / / until / /</p>	
<p>A. ALL ITEMS WITHIN HEAVY LINES must be completed daily and furnished to the Project Manager or Inspector by the close of business on the next work day. Report No. starts with 1 for each CCO.</p> <p>1. Equipment: a) Describe by type and model. Use CALTRANS designations if listed. b) Show hours of use on the work covered by this report.</p> <p>2. Materials: a) Describe type of material in sufficient detail to identify on invoice. b) Show quantity actually used on the work covered by this report.</p> <p>c) Show unit of measurement such as: Each, CY, Tons, Sq Ft, LF, etc.</p> <p>3. Labor: a) Give name and labor classification (from prevailing wage schedule) of each person b) Show hours worked by each on the work covered by this report.</p>		<p align="center">TYPE OF WORK</p> <p align="center">Multiplier RT/OT</p> <p align="center">All work not covered below / /</p> <p align="center">Concrete Construction- Bridge / /</p> <p align="center">Drilling / /</p> <p align="center">Fence & Guardrail Construction / /</p> <p align="center">Erection of Structural Metal for Bridges, Excluding Sign Bridges / /</p> <p align="center">Landscape Gardener / /</p> <p align="center">Mobile Crane & Hoist Service / /</p> <p align="center">Painting Steel Structures or Bridges / /</p> <p align="center">Piledriving, Not Including Drilled, Cast-in-Place Concrete Piles / /</p> <p align="center">Sign Erection or Repair / /</p> <p align="center">Wrecking and Demolition / /</p>	
<p>B. ALL OTHER ITEMS, TOGETHER WITH SUPPORTING DOCUMENTATION, must be furnished on a copy of each report sheet furnished under A. above as soon as available but before any payment can be made for the work covered by the report. The following documentation is required:</p> <p>1. Equipment: a) Invoices, if equipment is not Contractor owned. b) Rate from CALTRANS list. c) If equipment is Contractor owned and is not on CALTRANS list, the rate and justification for the rate used.</p> <p>2. Materials: Invoices that identify the materials and show the actual cost to the Contractor Sub-contractor. Any discounts received must be shown.</p> <p>3. Labor: Certified payrolls for employees on the work covered by this report if certified payrolls are not already being submitted for the project.</p> <p>C. Reports and payrolls from Sub-contractors shall be submitted through the Prime Contractor.</p> <p>D. Reports not received, as provided in A. above, may waive right to payment.</p> <p>E. Fully completed reports and supporting documentation, as provided in B. and C. above, must be furnished before payment will be processed.</p> <p>F. The markups shown are based on Ventura County Standard Specifications, Section 3-3 dated 04/04/97. For projects using other specifications, check the specifications to see the proper markups.</p> <p>G. "Total Authorized \$" in header box is the amount authorized for Time & Material CCOs. The Project Manager should refer to PPM §7.6.4 and §7.6.6 concerning potential or actual overruns.</p>		<p>Fill in multipliers for applicable dates & types of work from CALTRANS web site: http://www.dot.ca.gov/hq/construc/ The first multiplier is RT=Regular Time, the second is OT=Overtime</p>	

FIGURE 7.7-3 CONTRACT TIME EXTENSION LETTER FORMAT

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

<On PWA Letterhead>

<Date>

<Contractor's company name>

<Address>

<City, state, ZIP>

Subject: <Project Title & Spec No.>
CONTRACT TIME EXTENSION

In response to your letter of <date of contractor's letter>, you are hereby granted a time extension of <number> working days on the above project. This time extension is for delay caused by <Fully describe the causes of the delay. Be sure that the causes are ones that qualify for a time extension in VCSS §6-6. See Inspector's daily reports for the period covered by the claimed delay. Do not give extension for delays during non-working days shown in the Statements of Working Days. Be sure that delays caused by inability to get material or equipment are documented in accordance with VCSS §6-6.4.1.>

This time extension changes the contract completion date to <New date for completion. Check with ESD-Pay Technician.>

Director <Dept. Name>

cc: Clerk of the Board
Director of Public Works Agency
Engineering Services - Contracts Section
Client
Project File

FIGURE 7.7-4(1) CONTRACT CHANGE ORDER MEMO

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

COUNTY OF VENTURA PUBLIC WORKS AGENCY

M E M O R A N D U M

<Date>

To: <DPWA or DD>

<Via: DD if to DPWA>

From:

Subj: CONTRACT CHANGE ORDER NO. <#>

APPROVAL REQUESTED

<Project Name>

Spec No. <Spec No.>

Contractor: <Contractor's Company name>

Reason for Change: <See VCSS §3-4 for changed conditions Type Numbers>

<input type="checkbox"/> Changed Conditions:	<input type="checkbox"/> Type 1	<input type="checkbox"/> Type 2	<input type="checkbox"/> Type 3
<input type="checkbox"/> Operating Agency Request	<input type="checkbox"/> Claims Settlement	<input type="checkbox"/> Design Discrepancy	
<input type="checkbox"/> New Code Requirements	<input type="checkbox"/> Minor Modification in Details		
<input type="checkbox"/> Agency Caused Delay	<input type="checkbox"/> Contractor Proposed Cost Reduction		
<input type="checkbox"/> Alternative Products	<input type="checkbox"/> Other _____		

<See PPPM §7.7-6 for explanation of reasons>

Justification for Change:

<Explain need for the CCO in enough detail so that the approving authority can determine whether it should be approved. Attach pictures or sketches if needed. CCO should adequately describe the work is to be done so this does not need to be repeated here. For 'Design Discrepancies' refer to specification sections and plan sheets where they occur.>

FIGURE 7.7-4(2) CONTRACT CHANGE ORDER MEMO

Justification of Cost & Time Adjustment:

Contractor's Proposal	\$<#>	Contractor's Time Proposal	<# days>
PM's Original Estimate	\$<#*>	PM's Original Time Estimate	<# days*>
<*Before receiving Contractor's proposal)>			
PM's Revised Estimate	\$<#>	PM's Revised Time Estimate	<# days>
Negotiated Amount	\$<#>	Negotiated Time Adjustment	<# days>

Discussion of Negotiations:

<If Negotiated Amount is significantly different from PM's Original Estimate, explain any changes made resulting in PM's Revised Estimate. If Negotiated Amount differs significantly from PM's Revised Estimate, explain why CCO is being recommended at that price rather than as Extra Work.>

- [] Contractor has signed the CCO.
- [] Contractor has orally agreed to this CCO, but the signature of the contractor has not been able to be obtained without delaying the project work.
- [] Contractor has indicated that the CCO being submitted will not be signed and it is recommended that the COO be issued unilaterally with an estimated or not to exceed price.

Change Order Percentages:

Percent change, this change order% <% of original contract price>
Cumulative percent change to date% <Sum of all CCOs as % of original contract price>

Recommendation:

- [] It is recommended that you execute this change order which is within your authority based on the following:

*<See PPPM **Tables 7.7-1 & 7.7-2.**>*

- [] Please sign change order at red tab.

- [] It is recommended that you approve this change order for submittal to the Board. The draft Board Letter is attached for your review.

*<Use if in excess of authority in PPPM **Table 7.7-1.**>*

Attachments:

1. Contractor's Proposal
2. Project Manager's Cost Estimate <Original & Revised if made>
3. Change Order (Red Tab)
4. Draft Board Letter <if applicable>

FIGURE 7.7-5(1) CONTRACT CHANGE ORDER - BOARD APPROVAL LETTER OUTLINE

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\
See **County of Ventura Administrative Policy Manual, Chapter II, Policy 12** for
current Board Letter preparation and processing policy.

<Date of Board meeting>
Board of Supervisors
<Agency Name>
800 South Victoria Avenue
Ventura, CA 93009

Subject: Approval of Contract Change Order No. <#> to Contract with <Contractor's Name> for the <Project Name> Located at <Location>
Specification. No. <#>, Project No. <#>
Supervisory District No. <#>.
REQUIRES 4/5TH VOTE < PCC §20137 requires 2/3 majority, which for a Board of 5, is 4 members. >

Recommendations: (If CCO exceeds 10% of Original Contract Price, include the following:

1. Find that competitive bidding would not produce an advantage and would be undesirable and impractical for the work which is the subject of Contract Change Order No. <#>.)
2. Approval of Contract Change Order (CCO) No. <nn> in the amount of \$<nn,nnn> for which funds are available in Budget Account <nnnn-nnnn> and authorization for the Director of Public Works to sign the change order on behalf of your Board.

Fiscal / Mandate Impact: <Insert current fiscal impact statement.
See PPPM **INTRODUCTION-D** for guidance. >

Discussion: (See **PPPM 7.7.2** if CCO exceeds 10% of Original Contract Price)
< If CCO exceeds 10% of Original Contract Price, explain why competitive bidding is not recommended. County Counsel's suggested wording:
The procedures for advertising an award of the work covered by Contract Change Order No. # would be undesirable and impractical because the work is ongoing and such procedures would: (1) cause delay with attendant expenses, and (2) might result in two contractors working on the same project adding additional mobilization costs and producing conflicts in performance of the project work and in separate warranties provided. Because of these problems and additional costs, competitive bidding would not result in a lower cost for the project.>

<Describe the original project in general terms>

<Describe the conditions necessitating the CCO in general terms>

<Describe the work to be done by the contractor under the CCO in general terms>

<If the contract is funded with funds not managed by PWA, indicate the concurrence of the fund manager. This may be another County agency, a special district or city with which the County has a Joint Powers agreement, or the state or federal agency providing grant funds. Sometimes more than one agency is involved.>

<Indicate that the Board's approval is being requested because the amount of money involved exceeds the delegated approval authority of the Director of Public Works Agency>

<Where a CCO is required in excess of the limits allowed by statute and it is necessary to make the project usable, court decisions (104 Cal App.3d, 164 Cal. Rptr. 56) allows such CCOs. Add a paragraph to the letter as follows: "Because the work covered by this CCO is integral to the work covered by the underlying contract, competitive bidding for the additional work would not produce an advantage and the advertisement for competitive bids would be impractical and undesirable. Consequently competitive bidding is not required.">

<If terms of the CCO have not been negotiated with the Contractor, advise that the Contractor may elect to do the work on a Extra Work (time and materials payment) basis.>

FIGURE 7.7-5(2) CONTRACT CHANGE ORDER - BOARD APPROVAL LETTER OUTLINE

Approval of this CCO will result in [an increase/a decrease] of \$<nn,nnn> in the contract and a revised contract price of \$<nnn,nnn>. Total estimated project costs are shown below.

Construction	\$<nnn,nnn>
Engineering	<nn,nnn>
Rights of Way	<nn,nnn>
Contingencies	<nn,nnn>
	\$<nnn,nnn>

Funds are available in Budget Account <nnnn-nnnn>, <Fund & Account description>

If you have any questions concerning this item, please call the undersigned at Telephone No. <nnn-nnnn>.

<name>

Director, <name> Department

Attach.

NOTE

*In CH-54, Pages 7.7-7 to 22 of previous editions
renumbered to 7.7-8 to 24 in CH-54, CH#s not changed.*

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.8 CONTRACT PROBLEM MANAGEMENT

7.8.1 Field Directives

Field Directives, shown as PPPM Figure 7.8-3, are an orderly method for communicating to the contractor information concerning the contract documents or the project. They provide a permanent record thereof for future reference. Field directives shall not be used to effect changes in the contract for which a Contract CCO (CCO) is the proper vehicle. Additionally, field directives shall not be used to give notice of noncompliance to the contractor; instead, use the Warning of Non-Compliance notice described in PPPM §7.8.2.

Appropriate subjects for inclusion in Field Directives include:

- (1) Directing the contractor to perform work in accordance with the contract documents when the contractor has requested a CCO or asked for written instructions. (The PM should first explain why the work is part of the contract, then if the Contractor still disagrees, the PM should issue a Field Directive directing the Contractor to perform the work in accordance with the contract. The Contractor may file a Notice of Potential Claim.)
- (2) Giving additional information, not included in the contract documents, which is necessary for completion of the project and does not change the terms of the contract. Such things include:
 - (A) Selection of colors.
 - (B) Selection of County's options.
 - (C) Approval of equals. (These are frequently a part of shop drawing approval)
 - (D) Selection between contradicting (mutually exclusive) information in the documents.
 - (E) Minor relocation of facilities (not redesign nor major moves) to fit field conditions.

7.8.2 Warning of Non-Compliance Notice

When the PM or Inspector observes that the contractor is performing work (or has performed work) that is not in compliance with the contract, the PM or Inspector shall promptly notify the contractor's representative orally and note such action in the Inspector's Daily Report. (See PPPM §7.4.7.)

If the contractor continues performing work contrary to the contract, or is starting to perform work that will cover up the noncomplying work, the Inspector or PM shall immediately write a Warning of Non-Compliance, Form PW-30, which is illustrated in PPPM **Figure 7.8-1**. The Agency person writing the notice will hand a copy to the contractor's representative at the job site. Within 24 hours, the PM also should mail a copy of the warning to the contractor's office, unless the warning was lifted previously due to contractor compliance. (See PPPM §6.5.3 for the verified mailing procedure.)

Noncompliance with the contract includes work conducted in an unsafe manner or at an unsafe site, and any work conducted during a period when the contractor's insurance coverage is not in effect. See also §7.8.3.

The ESD-CSS will prepare a Warning of Non-Compliance concerning insurance expiration stating that all work will be stopped when insurance expires. The Notice will be furnished to the PM who will issue it to the Contractor three working days prior to the insurance expiration date.

7.8.3 Stop Work Notice

In cases of continued noncompliance, the PM should take prompt action, with the concurrence of the DD, per the contract provisions. VCSS 6-3, 6-3.1 and 6-4 contain possible courses of action and remedies. The PM may use the Stop Work Notice form shown in PPPM **Figure 7.8-2** to direct the contractor to stop work on the project. A Stop Work Notice shall be issued immediately if the contractor's insurance coverage lapses or is canceled.

The Stop Work Notice should not be issued by an Inspector except in cases of serious safety violations. (See PPPM §7.8.2 & §7.3.3(5) re: PM, and §7.3.4(3) & §7.4.7.2 re: the Inspector.)

To lift a stop notice, PM signs and dates the last line on the goldenrod copy, makes copies for distribution list and gives the original to the Contractor.

7.8.4 Contract Disputes

In disputes concerning the contract, the PM shall immediately inform the cognizant DD, who shall collaborate in interpreting the Specifications. (Refer to PPPM §7.8.5 regarding claims management.)

Disputes shall be handled as provided in VCSS 3-5, 6-11 and 6-12. It is essential that both parties to the contract comply with the specified time limits. When the PM or DD believes that consideration should be given to a contractor's claim or dispute even though the contractor has not taken timely action, the DPWA shall be consulted before proceeding.

Correspondence concerning disputes and claims shall use the verified mailing procedure described in PPPM §6.5.3.

7.8.4.1 Notice of Potential Claim

VCSS §3-4, §6-6.4, §6-7.3, §6-11 and §6-12 require the contractor to file a written Notice of Potential Claim or other type of document when he disagrees with a decision of the PM. VCSS §6-11 specifies when the Notice is to be made and what it must contain.

7.8.4.2 Project Manager's Action

When the PM receives a Notice of Potential Claim he should do the following:

- (1) Review the decision to make sure it is supported by the contract documents and the facts of the situation.
- (2) See that the notice was submitted in a timely manner.
- (3) See that the notice contains the information required by the specifications.
- (4) Review the basis given by the Contractor in the Notice for the claim including the citation of facts of the case.
- (5) Prepare a reply to the Contractor acknowledging receipt of the claim, noting any discrepancies in time of submission, content of the notice or citation of facts of the case. Late submissions of a Notice should be rejected by letter unless the PM decides that the original decision was erroneous. The PM does not have the authority to settle a claim.
- (6) If the PM has any doubts about any aspect of the Notice, these should be discussed with the Division head or DD who may want to consult County Counsel or the DPWA. Claims which potentially involve large amounts of money or long delays in construction shall be discussed with the DD.
- (7) The response letter, like all other dealings with the Contractor, must be handled in a timely manner.

7.8.4.2 Project Manager's Action (continued)

- (8) Be sure that the Inspector's diary and all pertinent correspondence are in the project file. If appropriate, be sure that dated pictures are included. Remember that the DD, the DPWA and an Arbitration Panel may have to deal with the claim and that most of their review will be based on the records.

7.8.4.3 Payment of Claims Settled Prior to Final Payment

If a claim is settled prior to making the Final payment on the contract, a CCO can be made covering the amount agreed upon in the settlement of the claim. Such CCO shall include the following language:

The Contractor agrees to waive and release all claims against the Agency, known or unknown, arising out of the performance of the work specified above. Section 1542 of the Civil Code provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Contractor waives application of section 1542 of the Civil Code to this release.

The procedure for payment of claim settlement after final payment has been made is contained in PPPM §8.1.5.

7.8.5 Claims Management

Nelson C. Simonson, P.E., a Philadelphia consultant, wrote an article for Public Works with useful advice on this subject. It is reproduced as **Supplement 7.8-1**.

In "CLAIMSMANSHIP": CURRENT PERSPECTIVE by James G. Zack Jr of CH2M Hill published in the ASCE Journal of Construction Engineering and Management, Vol 119 No.3 Sep. 1993, he cites the following types of claims currently being used by contractors, which may sometimes be legitimate but frequently are used to try to increase profits or eliminate losses.

1. Base their bid on an "equal" product which is rejected as not being equal. The claim is that it performs the same function and the specifications don't describe the factors that make the specified products different.
2. Bidder found errors in the bidding documents and either didn't ask the Agency for clarification or didn't receive any correction. The bidder then bid lower knowing that a CCO would have to be issued for correction.
3. When a CCO is issued, Contractor refuses to sign without reserving the right to make a future claim when the impact of time and costs on other parts of the work are discovered.
4. Contractor claims to own all 'float', so even if CCO doesn't directly impact the critical path, it could affect the project schedule later.
5. Contractor planned to complete the project early but CCOs delayed the completion causing unplanned for extra overhead costs.
6. "Acceleration" - Agency didn't promptly give an extension of time for CCO or Agency caused delays so Contractor started using overtime or double shifting to try to finish on time.

7.8.5 Claims Management (continued)

7. "Accelerated Delays" - A combination of 5 and 6 above.
8. Loss of productivity/efficiency due to CCOs or Agency caused delays.
9. Total cost of project was more than was anticipated during bidding, therefore, the extra cost must have been caused by CCOs and Agency caused delays.
10. "Cardinal Changes" - A CCO or the cumulative effect of many CCOs (either positive or negative) resulted in a different project being constructed than was planned at bid time.
11. DBEs were forced on Contractor by Agency and DBE did not perform as planned.
12. "Hail Mary CCO" - A CCO issued late in the project after the Contractor is in liquidated damages, the Contractor claiming not only the time to do the CCO work but also that it cancels all liquidated damages. All of the Contractor's cost overruns may also be blamed on such CCO.

7.8.5.1 Claims Management - Comments and Advice

Central to the issue of claims avoidance is the quality of the plans and specifications. When they are grossly flawed, you will surely receive claims. Give enough attention to them early. Review them for clarity and adequacy with the objective of eliminating ambiguities and conflicts. Make sure all contract documents are consistent with each other. Rely on your inspector to provide a constructibility review. If it can't be built, he will generally be the first to let you know about it.

County Counsel advises that pictures should be taken and identified, during the bidding period, showing all site conditions that might lead to contractor's claims. These might include existing facilities to be protected or restored, conditions of the site that could result in a "changed conditions" claim, site access, etc.

Keep the lines of communication open with your contractor. Listen to the issues he raises and make your points clear and concise. Strive to eliminate misunderstandings and gaps in communications. If you disagree with each other, agree to disagree, but first, make sure you both fully understand each other's position. Quite frequently claims arise because of poor communication. Holding periodic progress meetings is a tool that can be used to eliminate any miscommunications. Be sure to keep notes of these meetings and publish the minutes promptly.

The key to claims resolution is documentation, documentation, documentation. Keep good records and minimize lapses in the correspondence trail. Keeping good records does not simply mean inundating the contractor with paper to build a case! Make your correspondence factual and concise. Use inspection reports, construction photographs, telephone logs and videos if necessary, to document the events that occur. You will need a complete record of the project when analyzing a claim.

Resolve claims and disputes as they occur when the events are fresh in the minds of both parties. Analyze the claim and make a decision promptly. Make yourself familiar with the contract provisions and procedures relative to claims. If you are not sure of the position you have taken, consult the Division Engineer or DD. They can give you insights on similar claims previously filed.

7.8.6 Contract Default Protocol

To effectively and efficiently coordinate transactions concerning defaulted construction, the Public Works Agency has established the protocol described below with the Board of Supervisors and the County Counsel.

- (1) All contacts with County Counsel will originate with the cognizant DD of Public Works.
- (2) Any progress report on the status of construction will originate with the PM.
- (3) Monthly status reports of construction progress will be forwarded to County Counsel and the DPWA.

7.8.7 Reservation of Rights Letter from Contractor

Contractors have on several occasions sent a letter to the Agency which contained language similar to the following in attempt to unilaterally modify the terms of the contract:

"...all time extensions requested, cost proposals submitted, modifications or similar type documents executed are being done on the basis and with the understanding that they cover only the usual items such as labor, material, job expense, and normal overhead, and the right is expressly reserved on all such items to claim additional time extensions or compensation for disruption, delay, acceleration and or impact costs at any time prior to final settlement of this Contract."

County Counsel recommends that any such letter be answered using the following language:

This letter is in response to your letter of (Date).

(Contractor), at the time it submitted its bid, agreed to complete the Work or the project in accordance with the plans and specifications for the project. (Contractor) is bound by the terms of the specifications and cannot, simply by letter, change the terms of the contract.

(Contractor) is required to give notice of potential claim in accordance with the terms of VCSS 6-11. (Contractor) is required to follow the claim procedure of VCSS 6-12. Changes in work are governed by the provisions of VCSS 3. Any contract change order signed by both parties will be governed by the written terms contained in the change order.

Any terms contained in your letter of (Date), have no effect on the contract unless the Agency agrees to those terms in writing.

7.8.8 Notification to Contractor & Surety of Problems

When there is indication that serious problems with the Contractor's performance have occurred which may lead to default, including the inability to finish the work on time, a letter should be sent to the Contractor requiring that the situation be rectified and requesting that the Contractor inform the PM within 5 days as to how this is to be accomplished. The Surety and the PM's DD should be shown as a CC on the letter.

Before sending the letter, the PM's division head should review the letter and consider if the County Council should also be consulted.

FIGURE 7.8-1 WARNING OF NON-COMPLIANCE FORM

Use printed version of this form on four part colored NCR paper

PUBLIC WORKS AGENCY
COUNTY OF VENTURA

WARNING OF NON-COMPLIANCE

PROJECT: _____

CONTRACTOR: _____

ENGINEER: (Private) _____

DEVELOPER: _____

REFERENCE: (Ordinance and/or Specification) _____

LOCATION: _____

DESCRIPTION: _____

PHOTOS TAKEN BY: _____ DATE: _____

WARNING ISSUED BY: _____

INSPECTOR: _____ DATE: _____ TIME: _____

PHONE: _____

WARNING RECEIVED:

CONTRACTOR _____

ENGINEER (Private) _____

DEVELOPER: _____ DATE: _____ TIME: _____

NO ONE ON SITE ☐

NOTICE LIFTED: _____ DATE: _____

(Inspector)

FIGURE 7.8-2 STOP WORK NOTICE FORM

Use printed version of this form on four part colored NCR paper

Public Works Agency
County of Ventura

STOP WORK NOTICE

PROJECT: _____

CONTRACTOR: _____

ENGINEER: _____

DEVELOPER: *(Private)* _____

REFERENCES: *(Ordinance and/or Specification)* _____

LOCATION: _____

DESCRIPTION: _____

PHOTOS TAKEN BY: _____ DATE: _____

WARNING ISSUED BY: _____

INSPECTOR: _____ DATE: _____ TIME: _____

In accordance with the specifications and for the reasons stated above, the performance of work on the part of this project indicated below shall be suspended until further notice from the Engineer.

Portion where work shall be suspended _____

STOP NOTICE ISSUED:

ENGINEER: _____ DATE: _____ TIME: _____

STOP NOTICE RECEIVED:

CONTRACTOR
ENGINEER *(Private)*

DEVELOPER: _____ DATE: _____ TIME: _____

NOTICE LIFTED: _____ DATE: _____
ENGINEER

FIGURE 7.8-3 FIELD DIRECTIVE FORM

Use printed version of this form on three part colored NCR paper

COUNTY OF VENTURA - PUBLIC WORKS AGENCY
800 South Victoria Avenue
Ventura, CA 93009

FIELD DIRECTIVE NO. _____

Project Name: _____

Project No. _____, Specification No. _____

To: _____ Contractor

Attn: _____

Reference: _____

Message:

This is not an authorization to perform Extra Work, nor does it constitute a change in the plans, specifications, or character of the work. There will be no change in contract amount or contract time.

Issued by _____ Received by _____

Date _____ Date _____

Original to Contractor. Copies to: Project File, Inspector

PW-33(7/95)

SUPPLEMENT 7.8-1(1) CONTRACT CLAIMS MANAGEMENT

From "PUBLIC WORKS" for April, 1985

CONTRACT CLAIMS MANAGEMENT

**NELSON C. SIMONSON, P.E., Senior Consultant,
MDC Systems Corporation, Philadelphia, Pennsylvania**

PUBLIC works construction is no picnic. It is unlike other types of construction in at least two ways.

First, it is normally disruptive. It usually inconveniences more people than any other construction does and, therefore, brings more criticism from the public at large. Second, since public works construction is funded by taxpayers' dollars, it essentially operates in a "fishbowl." The large infusion of Federal, state, and local dollars can mean close scrutiny from all sides.

With these pressures, the last thing a public works official needs is a contract claim. Avoiding a claim takes discipline--the discipline to carry out specific procedures, to recognize potential claims, and to address them in a timely straight-forward manner.

A claim is essentially a dispute. A normal change order recognizes a change under the contract and provides equitable relief for the parties. However, when the change or degree of change is disputed, one has a claim.

Claims can be settled by negotiation between the parties, by mediation or arbitration (bringing in a third party to review the situation and rule on an appropriate settlement), or by litigation. The contract itself may dictate the procedures to follow in claims resolution. In the case of government agencies, however, applicable state or federal laws and regulations may dictate these procedures. The preferred course is settlement by negotiation. In negotiation, you attempt to review the facts objectively to determine if the contract entitles the aggrieved party to relief. If entitled, then you determine the degree of damage and the appropriate amount of relief.

This is claims resolution -- an after-the-fact review and analysis of the situation. In the resolution process you must look at the record and reconstruct the project from schedules, correspondence, daily progress reports, progress photographs, payment requests... the list seems endless. The records in a major construction project are voluminous and often found wanting. The facts are not always clear. Subjective judgments need to be made; expert testimony, as-planned/as-built schedules, lawyers, and consultants may be required. The list, time, and costs go on. All this may be necessary; if so, go about it and do it well. But as the thrust of the balance of this article suggests, you should plan your construction effort to avoid these claims situations.

Claims Avoidance

Be aware of claims potential from the start. Know your project, your plans and specifications, your contract, your procedures. Establish the discipline necessary to manage effectively and administer your construction contracts. Consider some of these issues.

Plans and Specifications. It is basic, but true, that the essence of the potential claims problem rests with the quality of your plans and specifications. Give them the attention they deserve at the beginning when they are being developed. You know your project; review the documents in that light, then tell the contractor all you know. Is the time for completion reasonable? Will the equipment or material you ordered be available on time? Is there other work that must be sequenced with this? Is there some other contract or some other work to be accomplished by your forces? You should prepare a construction plan; test your plan, look at several "what ifs." Are there "work arounds" available for the contractor?

Review the contract carefully. Are the technical specifications clear? Must the contractor look in several different places for information on submittals or shop drawings or for information on tests or inspection procedures? Are the contractor's responsibilities for scheduling spelled out in the contract? Keep your technical sections technical and rely on general and special condition sections to impart other necessary information. Consider using the Construction Specifications Institute format or other appropriate guidelines for preparation of your specifications. A good specification is an orderly specification. Above all, be open, structured, and consistent.

SUPPLEMENT 7.8-1(2) CONTRACT CLAIMS MANAGEMENT

Construction Management. Your resident manager, the field engineer, inspector, or whatever you call your representative in the field is not only your eyes and ears, but is also your first line of defense in claims avoidance. Give him the needed tools --a firm set of procedures, forms, test equipment as necessary, and a camera. You should also visit the site from time to time, give your representative your backing constantly, and give him appropriate training in contract administration and claims avoidance.

A key to good contract administration is good records. Whether these are files of correspondence, daily reports, progress photographs, or minutes of progress meetings, all are important and should be well maintained and current.

Correspondence. Correspondence can be a chore. There are some contractors, and some contract administrators, who never seem to leave their desks. They are constantly "building the file" or inundating one another in paper. When preparing documentation, you must use judgment. More is not necessarily better. Make your documentation meaningful. It is part of the record. Be concise and precise, but not argumentative; stick to the facts. Also, be timely in your letters or responses. Balance and complement your correspondence with other project documentation.

Telephone Logs. You should maintain a record of telephone calls, including the date, the company, the person called and a brief reference to the subject discussed. Obviously, if direction is given, it should be confirmed in writing by letter or memorandum.

Daily Reports or Logs. Insist on daily reports or logs, but avoid their use in a pro forma way. Review them yourself, use them, and show an interest in them. They should include reference to the weather and contractors or subcontractors that were on site. They should include major equipment deliveries, construction equipment breakdowns and personnel injuries, and should record the number of employees the contractor had on the job and the trades represented. They should also show what milestones were achieved and who visited the job. Augment these reports with photographs.

Construction Photos. A picture is worth 10,000 words. But a picture is meaningless if it has no caption. A caption should show the date, the time the photograph was taken, the direction of the view, the incident or object being photographed, and the name of the photographer. Properly documented photos can be invaluable in a claim situation.

Progress Meetings. The phrase may be overworked, but the concept cannot be--you must maintain open lines of communication. To do so periodic progress meetings are essential. You should spell them out in your contract document and require contractor attendance. At the meetings you should review progress to date, discuss the coming week's plan, and update your plan and schedule. This is everyone's opportunity to communicate! Not the only opportunity, by any means, but an important one. You must listen; hear what the contractors are telling you and let them all hear you at the same time. Be sure to keep notes. Publish meeting minutes and distribute them promptly; then require corrections or additions to be submitted within a reasonable time. Always review the minutes at the beginning of the next meeting to ensure that there are no gaps and no misunderstandings.

Procedures. It is important to provide your representatives written documentation of the procedures you expect them to follow. Define their authority. Depending on the value and volume of your contract, the procedures may be short or lengthy and detailed. In either case, be clear and concise. The intent is not to constrain and stifle the initiative of your representative, but to guide and lend support to his authority in the field. Back these procedures up with periodic training.

Training. Most of us think we know what a "stop work order" is. But do we? What is its intent, and, under your contract, who can issue it? When the stop work order is issued, what are your obligations and the contractor's? In addition, what are the change order provisions of the contract, and how should they be proposed, approved, administered? Is the concept of constructive changes understood? How are they avoided? What is the definition of acceleration, notice and *force majeure* as contained in your contract? To help the smooth execution of your project, plan to train your people--give them a periodic forum to review and discuss concepts and terms and to exchange experiences.

Conclusion

What does all this mean? It means discipline. There is a lot of work to be done to get our nation's infrastructure rebuilt. Competition for the work will be keen. You will see good contractors, and some not so good. The contractors will see the same range of contract administrators. Manage your project well and instill the necessary discipline in your team. Position yourself to avoid the pressures and expense of a claim.

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.9 USE OF IMPROVEMENTS DURING CONSTRUCTION

7.9.1 Specifying Agency Use During Construction

Check the plans & specifications for conditions placed on contractor for Agency use of site and facilities during construction. See **VCSS § 6-10** and **PPPM § 3.5.24**.

If Contractor's work will be disrupted by Agency's use during construction that is not covered by the specifications, a CCO may be necessary.

7.9.2 Partial Takeover of Project

When part of the work is completed, and is to be taken over and utilized before the entire project is completed, VCSS §6-10 applies. Specifically, VCSS §6-10.2 requires that a formal written notification be made by the Agency before the takeover. The notification should be in the form shown as PPPM **Figure 7.9-1**.

7.9.3 Inspection Before Partial Takeover

The portion of the work to be taken over should be inspected (similar to a final inspection) and a punch list made. (See PPPM **§7.10**.) It should be made clear that this is not a final inspection and not acceptance of the work. Takeover only relieves the contractor from the following:

- (1) Responsibility for damage to work by the public and the elements,
- (2) Liability for injury resulting from utilization, except when caused by the contractor's operations, and
- (3) Responsibility for recleaning before final inspection, except when made necessary by the contractor's work.

7.9.4 Building Projects - Risk Management Notification

In addition to the actions required by PPPM **§7.9.1, 7.9.2 & 7.9.3**, CEO Risk Management must be notified in advance of partial takeover of building projects that they can arrange for fire insurance coverage when the contractor's policy no longer provides protection. See PPPM **§3.5.19.3**.

FIGURE 7.9-1 PARTIAL TAKEOVER OF PROJECT LETTER FORMAT

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

<On PWA Letterhead>

<Contractors company name>

<Address>

<City, State ZIP>

Subject: <Project Name from contract documents>

Specification No: <Spec No.> Project No: <Proj No.>

NOTICE OF PARTIAL TAKE-OVER AND UTILIZATION OF WORK

In accordance with §6-10 of the specifications, the Agency intends to take over and utilize that portion of the work described as follows:

<Describe the portions of the work being taken over in enough detail so that there can be no question of who is responsible for damage to a portion of the work or for third party claims. Remember that this letter could be an important exhibit in an arbitration or court case.>

Such take-over is effective at <Time of day> on <Date> .

This take-over should not be construed as indicative that final inspection has been made nor that final acceptance has occurred.

Project Manager

cc: Director
Director <of PM's Department>
ESD-CSS

7.0 CONSTRUCTION CONTRACT ADMINISTRATION

7.10 FIELD COMPLETION AND FINAL ACCEPTANCE

Well in advance of the probable field completion of the Work the PM should advise the Contractor in writing of the necessary steps prior to acceptance of the Work. This will help the contractor understand the contract requirements and the Agency's procedures for acceptance of the Work and help the Contractor to avoid getting into a liquidated damages situation if the work is to be completed near the end of the contract time. The notification should be in the form of PPPM **Figure 7.10-1**. If there are special circumstances, modifications or additions should be made.

Where the specifications provide for part of the project to be turned over for Agency use before field completion of the rest of the project, or where the Agency requests such action, or where the Contractor requests such action and the Agency agrees, steps 1-4 in the memo must be taken for the portion of the project to be taken over. If the portion of the work to be taken over is acceptable, a letter will be issued by the PM as prescribed in VCSS §6-10.2.

Where a landscape establishment or maintenance period is included in the Work, and the period extends beyond the time when all other work is completed, the Agency will generally take over the completed work as described above. Acceptance of the Work as a whole will not occur until the satisfactory end of the maintenance period (unless the contract documents specify otherwise) and all other requirements of the contract have been met and the Release on Contract has been executed by the Contractor and received by the Agency. See also PPPM **§3.1.2.9**.

7.10.1 Fire Insurance

7.10.1.1 Fire Insurance Notification

For building projects, when the project is nearing field completion (about two weeks prior to field completion), PM shall notify the CEO-Risk Management as provided in PPPM **§3.5.19.3**.)

7.10.1.2 Contractor's Responsibility

The contractor is responsible for delivering to the Agency the Work that is completed in accordance with the contract, except as provided in VCSS Sub§4-1.2.1. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the plans and specifications without additional expense to the Agency. The Agency does not carry "Course of Construction" insurance on the project. Contractors are admonished by VCSS §7.4-4 to arrange for their own insurance to protect their interests.

7.10.2 Final Inspection

The PM, in the company of the Project Originator, shall inspect the project:

- (1) After receiving a written statement from the contractor that the Work has been completed;
- (2) After the construction work required by the contract appears to have been fulfilled; and
- (3) Prior to acknowledgement of field completion by the DD.

They shall certify in writing that the contract Work in the field has been fulfilled, including authorized extra work and changes to the contract, with the exception of the items listed in the punch list.

On water system installations in Ventura County Waterworks Districts governed by the Board of Supervisors, the Engineer who manages the district(s) shall also make a final inspection and certification, as above.

7.10.3 Post-Inspection Status

After completing the inspection described in PPPM §7.10.2, one of the following three conditions will exist:

- (1) The on-site contract Work has been completed without exception; i.e., no punch list is needed and contract time ends.
- (2) The on-site contract Work has been completed but some very minor items of cleanup or repair remain; i.e., a punch list is issued and contract time ends.
- (3) A part of the on-site contract Work has not been completed. The final inspection is terminated and the contractor is directed to complete the Work. The contract time continues. (See below.)

If the project is not complete -- i.e., any item of Work required by the contract has not been completed (see §7.10.3.1) -- the final inspection should be terminated, as the punch list is an informal method for handling minor items only. A written statement of deficiencies (not a punch list) should be sent to the contractor.

If the condition described above in (1) or (2) exists, the PM, Contractor and others attending the Final Inspection, sign the Final Inspection Form in the field and immediately distribute the three copies as indicated. On return to the office, the PM forwards the original to the DD, who after reviewing and concurring with the punch list items, will acknowledge field completion in the signature space near the center of the form. The original will be returned to the PM who will again submit it to the DD after all of the other contract requirements have been completed. If the DD finds that all contract requirements have been met, the DD will sign at the bottom of the form, recommending acceptance. The original is to be sent to the ESD-CSS who will prepare the Notice of Completion. Photocopies should be made and distributed by the PM as shown on PPPM **Fig 7.10-2**. The Notice of Completion is sent to the DPWA for signature and then returned to the Pay Technician who submits it to the County Recorder for recordation. After the County Recorder returns the Notice, a copy showing the recording is mailed to the Contractor.

The "Field Completion Date" final inspection report is the date that the Contractor states in writing that the project has been completed if conditions (1) or (2) above actually exist on that date, otherwise the "date" is the date when either of those conditions finally occur. This is the date on which Liquidated Damage, if any, stop.

7.10.3 Post-Inspection Status (continued)

The Notice of Completion, when signed by the DPWA, is the written acceptance of the project as specified in VCSS §6-8.

Note that no CCOs to do additional work can be issued after the Notice of Completion has been filed. The only CCOs that can be processed at this time are for adjustment of quantities and the settlement of claims prior to final payment.

The applicable Project Closeout steps that follow are described in PPPM §8.1 & §8.2.

7.10.3.1 Definitions Concerning Completion and Acceptance

On construction projects, "completion" may have different meanings depending upon how the term is used.

"Completion" for contracts that include VCSS, is used to denote what is commonly referred to as field completion.

"Field completion" occurs when the DD acknowledges that all construction work required by the contract has been performed excluding a few minor punch list items shown on the Final Inspection Report **Fig 7.10-2**. Other contract requirements, not requiring labor at the construction site, may remain to be completed.

The following punch list items that can be performed with a minimum of on-site labor in a short time will not prevent "field completion":

- Minor cleaning and removal of Contractors temporary facilities.

- Replacement of a defective part of small value.

- Cutting the lawn, trimming shrubbery or replacing broken window panes.

The following items that require performing work at the site for more than a few hours will prevent "field completion":

- Work installed improperly.

- Work required by the specifications not completed.

- Painting, other than touchup.

- Any work required for safety before use by the public.

The date of field completion, as acknowledged by the DD:

1. Terminates the contract time, avoiding or stopping liquidated damages being assessed against the contractor.
2. Terminates the Contractor's responsibility for maintaining the project work.

"Acceptance" occurs, after all contract requirements have been completed, when the DPWA signs the document entitled "Notice of Completion".

The recording date of the Notice of Completion (or Notice of Cessation if recorded) starts the statutory time for the filing of stop notices by material suppliers, subcontractors, and the State on behalf of laborers. However, if either Notice is recorded earlier or later than prescribed by law, the period for filing stop notices is extended.

"Completion" is defined by PCC §7107 (see **PPPM Table 8.1-1**) for the limited purpose of starting the 60 day period in which to release uncontested retention without paying interest to the Contractor. Basically that completion occurs if any of the following occur:

1. A cessation of labor and beneficial use by the Agency.
2. Acceptance by the Agency.
3. Cessation of labor for 100 days.
4. Cessation of labor for 30 days if Agency records a Notice of Cessation or Notice of Completion.

7.10.3.1 **Definitions Concerning Completion and Acceptance (Continued)**

County Counsel advises that, "**beneficial use, and enjoyment of a work of improvement**" as used in PCC §7107 occurs after field completion as follows:

<u>Type of Project</u>	<u>When (Normally)</u>
Flood control channels, debris basins & dams	Immediately.
Road culverts, stripping, signs & traffic signals	Immediately.
Roads, bridges & parking lots	When opened to traffic.
Water lines, tanks, & reservoirs control systems	After testing, disinfecting & connecting to system.
Sewer lines & supervisory control systems	After testing & connecting to system.
Water & sewage treatment facilities	Same as buildings.
Buildings (partially occupied during construction)	Immediately.
Buildings (Not occupied during construction)	After testing systems or as soon as Agency starts to install furniture, occupy or have another contractor do work on the completed building.
Landscaping, vegetation control, & maintenance	Immediately.
Other types	Similar criteria to those above.

In cases where a Notice of Completion was recorded, and there was either material being delivered to the project site or there was labor being performed to complete the work called for in the contract, courts have found that the Notice of Completion was recorded prematurely or not at all, and that the time for filing stop notices had not started to run.

In addition to the problems concerning stop notices, it must be realized that there is no contract language concerning "punch lists". A "punch list" is a list of items of work to be completed or corrected by the Contractor after substantial field completion. Items listed on the punch list should only be ones that would not materially hurt the Agency if they are never corrected or be of a nature to be covered by the general guarantee.

The value of the labor and/or material still to be performed is not the controlling factor in determining completion. The key element in the decision is did the Contractor perform all the work called for in the contract. The laws favor laborers receiving all wages due them, the amount of labor left to be done should not be large even if the work to be done would otherwise qualify for 'punch list' work.

Where a small amount of work required by the original contract cannot be performed due to circumstance beyond the Contractor's control, it may be desirable to enter into a deductive change order to delete such work, then do it by purchase order. If this is done, the PM must be sure that the deductive amount is large enough to cover all cost involved.

Where there are contract requirements that occur after field completion, such as the submission of record drawings, warranties, operations manuals, training of Agency personnel or other items, have not been completed before retention must be released in accordance with PCC §7107, PM shall prepare a letter to the Contractor indicating the missing or unsatisfactory items, stating their monetary value, and indicating that Agency will withhold 150% of such value until the items are satisfactorily completed.

7.10.3.2 Cessation and Documentation by PM

"Cessation" is the stopping of all work on a project (no labor performed on site) for a continuous period of 30 days.

If "Cessation" occurs before a Notice of Completion is signed by DPWA, a Notice of Cessation must be recorded immediately after the end of the 30 days period of no on site work so that the Stop Notice filing period will end before retention must be released in accordance with PCC 7107 to avoid paying interest and attorney's fees.

The recording of a Notice of Cessation starts the statutory period for filing Stop Notices. See PPPM 8.1.4.3, Table 8.1-1 & PERT-8. The filing period for Stop Notices needs to end by the time retention must be released to know if more money needs to be held to cover Stop Notices.

PM shall determine the date that the last labor was performed by the Contractor's forces at the project site. PM shall, within a week after that date, using **FIGURE 7.10-3** Cessation of Work – PM Memo, advise ESD-CSS of the date.

7.10.4 Construction and Demolition Debris Reuse and Recycling Program

To assist IWMD in the enforcement of County Ordinance Code §4770 et seq, VCSS §7-15 requires that, prior to the issuance of Notice to Proceed, IWMD Form B be approved and that, prior to preparing the final estimate, IWMD Form C be approved.

IWMD notifies the ESD-CSS when each of the forms for each contract is approved.

At the preconstruction conference (or if none held, by letter), call attention to the requirements of VCSS §7-15, and to the actions that delays in getting approval of IWMD Forms B & C will cause.

The failure to have Form C approved by the time for the Final pay estimate, in addition to the deduction indicated in the next paragraph, will result in "Completion" not occurring until Form C is approved and Notice of Completion being recorded after that. This will mean that the time for filing Stop Notices will not start until NOC is filed. The period for filing Stop Notices may also be increased from 30 days to 90 days.

If Form C is not approved at the time the semi-final pay is processed, a deduction based on the original contract price is made pending approval of Form C, as follows:

<u>CONTRACT PRICE</u>	<u>WITHHOLD</u>
<\$175,000	\$500
\$175,000 to \$2,500,000	\$1,000
>\$2,500,000	\$2,500

If Form C has not been approved within 30 days of field completion, Record a Notice of Cessation.

If Form C is not approved at the time the final pay is due to be processed:

1. PM shall urge the contractor to comply, noting consequences of delay.
2. If Form C is still not returned:
 - a. ESD-CSS requests IWMD to try to urge the contractor to comply.
 - b. Hold the final pay until IWMD reports compliance.
 - c. If time limits for payment under PCC 7107 might be exceeded, release the retention using PPPM Figure 8.1-4 form. The 150% of the deduction held.
 - d. Make final payment, with deduction deleted, only after approval of Form C or advice from IWMD that legal action for compliance is not going to be taken, then file NOC.

FIGURE 7.10-1 PRE-COMPLETION MEMO TO CONTRACTOR

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

To: <Contractor>
From: <Project Manager>
Subject: <Project name> - Spec. No. <aayy-nn>
Project Completion Procedures

When the project is completed, there are a number of steps that the Contractor and the Agency staff must take. Action by both is necessary for the Contractor to receive final payment promptly. The following are the steps required:

1. Contractor shall inform the Project Manager that he expects to be ready for final inspection on a certain day so Project Manager can schedule a final inspection.
2. When the work is completed, Contractor writes a letter to the Project Manager stating that "The Work is complete". This is required by VCSS §6-8 as a precedent to the Project Manager making the final inspection.
3. The Project Manager, usually accompanied by other members of the Agency's staff and the Contractor, make an inspection of the project as a whole and notes exceptions ("punch list") on the final inspection report form. A copy of the report will be given to the Contractor in the field. This is not acceptance of the project.
4. The next action depends on what is included in the exceptions ("punch list"). If the exceptions are only minor cleanup and minor corrections and are promptly completed, the Project Manager will recommend to the Department Director (Public Works Agency) that "field completion" has occurred on the date indicated. If this is not the case, the procedure must start over at Item 1 above.
5. The Department Director (Public Works Agency) will review the final inspection report and, if satisfied, will confirm "field completion" on the date noted on the Final Inspection Report or as modified. Note that when "field completion" is certified, the contract time will stop, (liquidated damages, if applicable, will stop accruing), and the Contractor will be relieved of the duty to protect the Work.
6. After field completion, the semi-final pay estimate and the Release on Contract will be prepared and sent to the Contractor. When the Release has been signed, notarized and returned, and all other work noted on the lower part of the Final Inspection Report completed, the Department Director (Public Works Agency) will recommend filing a Notice of Completion.
7. The Director of Public Works Agency reviews the recommendation, and upon concurrence that the project is complete, signs the Notice of Completion and directs that it be recorded. The Director of Public Works Agency signature on the Notice of Completion is the acceptance of the Work as provided in VCSS §6-8. The acceptance will indicate the date on which work was completed.
8. The date of recording the Notice of Completion starts the thirty-five day period specified in VCSS §9-3.1.
9. Final payment will be processed after the thirty-five day waiting period has elapsed. Actual payment is usually made within 10 days after processing starts.

FIGURE 7.10-2 FINAL INSPECTION REPORT

Use printed version of this form on three part colored NCR paper

COUNTY OF VENTURA - PUBLIC WORKS AGENCY

DEPARTMENT

FINAL INSPECTION

PROJECT:

SPECIFICATION NO: PROJECT NO:

CONTRACTOR'S ASSERTION OF COMPLETION (PER VCSS § 6-8) - DATE RECEIVED:

FINAL INSPECTION DATE: FIELD COMPLETION DATE:

- ☐ Work found not ready for Final Inspection. Contractor must submit new Assertion of Completion letter when work is completed. (PM - Don't list discrepancies. Do not distribute. Place in file.)
- ☐ Contract work in field deemed complete with the following minor exceptions:

.....

.....

.....

.....

.....

- ☐ Additional page attached.

Project Manager Inspector O&M Manager or Client

Distribution in field: Canary to Contractor; Pink to Inspector.

Department Director acknowledges completion with exceptions noted. Liquidated Damages, if any, will end on the date noted above for Field Completion.

Date:

Distribution after Department Director acknowledgment of Field Completion: Photo copy to Project Manager. Original to ESD-Pay Technician.

After the Semi-Final pay form & Release on Contract Form (ROC) have been furnished to the Contractor, the ROC must be signed by the Contractor, Notarized & returned to the ESD Pay Technician.

ROC Received on:

After ROC is received in proper form, ESD Pay Technician returns Final Inspection form to Project Manager.

The Specifications require the following items (unless marked "NA" by the Project Manager) to be furnished by the Contractor before the Work will be accepted:

Record Drawings of:

Operations Manuals for:

Warranties for:

Training of Agency Personnel for:

Other items required by the Contract:

All required items completed on Project Manager:

Department Director recommends that Director of Public Works execute Notice of Completion.

Date:

Distribution after fully complete: Photo copy to ESD-Pay Technician. Original to Project Manager for Project File.

(PPPM 7.10-2(40))

FIGURE 7.10-3 CESSATION OF WORK – PM MEMO

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

County of Ventura
Public Works Agency
<Department>
MEMORANDUM

Date: <Date>

To: Engineering Services Department – Contract Support Specialist

From: <PM>

Subject: CESSATION OF LABOR
<Project Name> <Spec. No.>

<Date> was the last day that Contractor's (including any subcontractors) forces were at the project site performing contract work, including punch list work..

To the best of my knowledge, no Contractor's have again worked at the project site since that date, except to perform warrantee work.

8.0 PROJECT CLOSEOUT

8.1 CONTRACTOR PAYMENT PROCEDURES

Project closeout begins with the transmittal of the Final Inspection Form, signed by a DD, to the ESD-CSS. (Also refer to the Project Management Flow Charts PPPM **PERT-M, PERT-8 & PERT-9.**)

8.1.1 Final Adjustment of Quantities

The ESD-CSS (with assistance from the PM) prepares a final adjustment of quantities (FAQ), if needed, on form shown in PPPM **Figure 8.1-1**. The PM shall prepare a short memo to request approval of the FAQ, indicating the FAQ percentage of the previously authorized contract price and an explanation of any bid item or extra work CCO that is being changed by more than 10%.

8.1.1.1 Director of Public Works Agency FAQ Authority

The DPWA has the authority to approve all FAQs.

8.1.1.2 Department Director (Public Works Agency) FAQ Authority

DD have been delegated FAQ approval authority with the same limits as for Contract Change Orders. See PPPM **Table 7.7-2**.

8.1.2 Semi-Final Payment

The semi-final payment is processed as soon as the Final Inspection Form with acknowledgement of field completion by the DD and the Field Estimate form with final quantities are received. If the semi-final payment processing is delayed beyond the date for the next regular monthly payment, the progress payment shall be made, except as provided in PPPM §7.6.1.

8.1.3 Release on Contract

The ESD-CSS will either: 1. Obtain a Release on Contract signed by the contractor and notarized before processing the final payment, or 2. Twenty-one days after "completion" as defined by PCC 7107c, proceed, as provided in VCSS 9-4, as if such Release on Contract has been received with no unsettled claims or disputes. If there is any entry concerning claims on the Release, the ESD-CSS shows it to the DD-ESD. The PM should have the documentation of contractor claims available for review.

8.1.4 Final Payment

The ESD-CSS will process the final payment after all contract requirements have been completed and Notice of Completion is signed by DPWA. Only the Release on Contract requires the contractor's signature. (See PPPM §8.1.3, **PERT-9** and **PERT10.**) Note that the Final Payment cannot actually be made to the contractor until 35 days after the Notice of Cessation or Notice of Completion is recorded, whichever is earlier, and then in accordance with PPPM §8.1.4.1 or §8.1.4.2. To stop full payment, stop notices must have been filed by sub-contractors, material suppliers, laborers or the State Labor Commissioner with the Auditor/Controller before the end of the 30 day filing period that begins when either a Notice of Cessation or a Notice of Completion is recorded and furnished to the Auditor-Controller. If a dispute is pending where funds should be withheld from the final payment, the PM must inform the DD before the DD recommends that DPWA sign the Notice of Completion and before the ESD-CSS processes the final payment.

8.1.4.1 No Escrow Agreement on Retention

When the Contractor has not entered into an escrow agreement to release retention, send the final payment documents to the Auditor/Controller via CSD-Fiscal Services. The Auditor/Controller will take the necessary action if valid stop notices have been filed.

8.1.4.2 With Escrow Agreement on Retention

When the Contractor has entered into an escrow agreement to release retention, ESD-CSS handles all communications with the Escrow. All letters to the Escrow, concerning release of funds to the Contractor or demand for funds to be sent to the Agency, must be signed by one of the persons authorized in the Escrow Agreement.

After Notice of Cessation or Notice of Completion is recorded, whichever is earlier, ESD-CSS shall prepare a memo, in the form shown in Figure **8.1-3**, for confirmation by the Auditor/Controller as to whether any valid stop notices have been filed, then proceed as follows:

A. If no Stop Notices have been filed:

Process the final pay documents through CSD-Fiscal Services to the Auditor/Controller and send a letter to the bank acting as Escrow, authorizing them to release all funds held in escrow to the Contractor.

B. If any valid Stop Notice has been filed:

(1) Inform the Contractor by letter that final payment (\$1 or more) is being held and that funds in escrow, up to 125% of the sum of all valid stop notices, will not be released.

(2) If excess funds (above the 125% of the sum of all valid stop notices) are held by the Escrow, prepare a letter to Escrow releasing the excess funds only.

(3) If a release of a stop notice is received, prepare a letter to the Escrow to release funds to the Contractor in excess of 125% of the sum of any stop notices not yet released.

(4) The use of joint checks to the Contractor and the file of a stop notice is not allowed.

(5) If no notice of commencement of court action is received by the Auditor/Controller within 125 days after the Notice of Completion was recorded, process the final payment documents and send a letter to the Escrow releasing all funds held.

(6) If notice of commencement of court action is received by the Auditor/Controller, do not direct Escrow to release funds without either:

- (a) A court order; or
- (b) A final dismissal of case and agreement regarding disposition of funds between parties to the lawsuit.

(7) When either (6a) or (6b) occurs, prepare a letter to Escrow demanding the amount needed to comply with the order or agreement and direct Escrow to release any balance left in escrow, after which, the Auditor/Controller disburses the funds as directed and makes final payment to the Contractor.

8.1.4.3 Payment of Retained Funds Per PCC §7107

On projects using VCSS §9-4 dated prior to 08/15/06, compliance with PCC §7107 may require deviation from normal processing procedures in some cases.

See Table 8.1-1 that contains the text of PCC §7107 and an analysis of its effect on processing the final payment and, possibly, the semi-final payment.

PERT-8A has detailed sequence for complying with PCC §7107.

8.1.5 Processing Claims Settlements

Claims settlements that occur after the final payment documents have been sent for payment to the Auditor-Controller, cannot be handled as a CCO as there is no longer an open contract. Such settlements require a Compromise Agreement and Release prepared by County Counsel based on information furnished by the PM. After County Counsel prepares the agreement, the Project Manager shall have it executed by the Contractor. If within DPWA CCO authority, DPWA will execute it, otherwise prepare a letter recommending approval by the Board of Supervisors. After approval, payment is processed using a General Claim Form which shall state (under 'Itemized Demand'), "PER COMPROMISE AGREEMENT AND RELEASE DATED ___".

The procedure for claims settlements that occur before the final payment is made is given in PPPM §7.8.4.3.

The procedure of PPPM §7.8.4.3 can be used after the final pay documents have been completed by PWA and sent to the Auditor-Controller if the check has not been sent and the pay documents can be retrieved. While this requires that the pay documents be redone and a new Release on Contract obtained from the Contractor, it is still easier and better than the procedure required after final payment has been made.

FIGURE 8.1-1 FINAL ADJUSTMENT OF QUANTITIES FORM

FINAL ADJUSTMENT OF QUANTITIES											
Contracting Agency: VENTURA COUNTY WATERSHED PROTECTION DISTRICT						Spec No. : WP04-121					
Project: Hueneme Drain Pump Station Reconstruction Water District						Project No.: 82332					
Contractor: Timothy J. Ferrie						Funding : 6320-2198					
						Encumbrance #: 6500WP0412					
THIS IS NOT A CHANGE ORDER. IT IS FOR ACCOUNTING AND PAYMENT PURPOSES ONLY.											
The items listed are either:											
1. For UNIT PRICE ITEMS, the differences between actual final quantities and quantities shown in the bid schedule or in approved change orders (9-3.1).											
2. For EXTRA WORK (3-3), the differences between actual approved final costs and estimated costs shown in change orders.											
ITEM NO.	DESCRIPTION	UNIT PRICE	UNITS	TOTAL AUTHORIZED		FINAL PAYMENT		>± 10 %	NET CHANGE		
				QUANTITY	AMOUNT	QUANTITY	AMOUNT		\$	%	
1	[15]	[4]	[3]	[6]	[7]	[8]	[9]				
CO2.2	3-3DXWR Maintenance time extension (7	1.00	\$	5000	5,000.00	2361.68	2,361.68	<	(2,638.32)	-53%	
NET TOTAL										(2,638.32)	-5.4%
RECOMMENDED _____ REG NO. _____ DATE _____											
PROJECT MANAGER											
FOR APPROVAL BY: [] Director of Public Works [] Deputy Director of Public Works											
APPROVED BY _____ DATE _____											
Original to ESD-CPT for Auditor via Fiscal Services											
Copies: Budgeting Agency; Project Manager; Contracts Technician; Inspector											

Note: Figure 8.1-2 was deleted by CH-13.

FIGURE 8.1-3 STOP NOTICES CONFIRMATION MEMO FORMAT

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County of Ventura
Public Works Agency
Engineering Services Department

Date: _____

To: Auditor/Accounts Payable

From: _____, Director, Engineering Services

Subject: Project: _____
Spec No: _____ Project No: _____
Contractor: _____
Auditor's Contract No: _____.

PCC 7107 requires release of retained funds within 60 days cessation of labor and Agency taking beneficial use, the filing Notice of Completion or certain other unusual occurrences

Retained funds are held in an escrow account and PWA will direct the Escrow agent to release funds on receipt of your reply, excepting the amount indicated to be held.

Field completion (Beneficial use by Agency) occurred on _____.

Last date on which labor was performed was _____.

☐ A Notice of Cessation was recorded on _____.

☐ A Notice of Completion was recorded on _____.

The statutory 30 day holding period for retained funds expires on _____.

To: PWA, Engineering Services, Contracts Section

From: Auditor-Controller, _____

On subject project:

☐ We are not aware of any valid Stop Notices on subject contract.

☐ Valid Stop Notices are in force. Sufficient funds have been withheld from payments to the contractor to cover Stop Notices received as of _____.

☐ Valid Stop Notices have been received, for which no funds have previously been withheld, and are still in effect for the total sum of \$ _____. This amount is 125% of the Stop Notices amounts.

☐ _____

Auditor-Controller

By _____ Date _____

TABLE 8.1-1 PUBLIC CONTRACT CODE 7107 ON RELEASE OF RETAINED FUNDS

7107. (a) This section is applicable with respect to all contracts entered into on or after January 1, 1993, relating to the construction of any public work of improvement.

(b) The retention proceeds withheld from any payment by the public entity from the original contractor, or by the original contractor from any subcontractor, shall be subject to this section.

(c) Within 60 days after the date of completion of the work of improvement, the retention withheld by the public entity shall be released. In the event of a dispute between the public entity and the original contractor, the public entity may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this subdivision, "completion" means any of the following:

(1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

(2) The acceptance by the public agency, or its agent, of the work of improvement.

(3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.

(4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

(d) & (e) *Applies to Contractor paying Sub-Contractors, Agency not involved.*

(f) In the event that retention payments are not made within the time periods required by this section, the public entity or original contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

(g) *State agencies only. Not applicable to local agencies.*

(h) Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.

<u>AUTHORITY</u>	<u>ACTION</u>	<u>DAYS</u>	<u>ACTION</u>	<u>DAYS</u>	<u>ACTION</u>	<u>DAYS</u>	<u>ACTION</u>	<u>DAYS</u>	<u>ACTION</u>
VCSS Normal procedure per PPPM.	Field Completion	7±	DD OKs making SF pay. Make SF & send ROC	Varies, 21 days max, VCSS 9-4	Contractor signs ROC or ROC by VCSS 9-4, last.¶ DD OKs making Final pay.	1 to 3	File NOC Prepare Final pay	35	Retention released if no withhold required.
VCSS 9-4	Field Completion & Beneficial use of Work	At 21 st day	Contractor has not signed Release on Contract & some contract provisions remain to be done.	PM sends letter to Contractor indicating the missing or unsatisfactory items, stating their monetary value, and indicating that Agency will withhold 150% of such value until the items are satisfactorily completed. Send copy to ESD-CSS.					
PCC 7107(c)(1)		At 60 th day	Retention to be released or else 2%/Month penalty imposed.	Auditor/Controller to release retained funds (less amounts directed to be withheld & amounts for stop notice) if Notice of Cessation is recorded.					
PCC 7107(c)(3)	Cessation of labor 100+ days beyond Contractor's control.	At 60 th day	Retention to be released if no withholds required or else 2%/Month penalty imposed.	Unusual situation but this could occur where the Agency stops the work before completion. Notice of Cessation is filed on the 100 th day. Consult County Counsel early if this unusual situation occurs or may occur. DD & CC may authorize Auditor/Controller to release retained funds if Notice of Cessation is recorded.					
PCC 7107(c)(2)	Notice of Completion filed.	At 60 th day	Retention to be released if no withhold required or else 2%/Month penalty imposed.	VCSS procedure will usually meet PCC 7107 time limit for release of retention..					
PCC 7107(c)(4)	Cessation of labor for 30 days & Notice of Completion or Cessation filed.								

See PERT-8A.

FIGURE 8.1-4 RELEASE OF RETAINED FUNDS PER PCC §7107

Date: <date>
To: Engineering Services Contract Support Specialist
From: _____, Director <department>
Subject: PAYMENT PURSUANT TO PUBLIC CONTRACT CODE SECTION 7107
Project: _____
Spec. No. _____ Project No. _____
Contractor: _____

For a period of approximately 50 days, there has been occupation, beneficial use and enjoyment by the Agency of the work of improvement constructed pursuant to the specification accompanied by cessation of labor on the work of improvement.



There are claims by the Agency against the Contractor in the amount of

\$_____.

Retain \$_____ as allowed by PCC7107.



The Agency has no claims against the Contractor for Liquidated Damages or otherwise.

Any retention not otherwise withheld pursuant to stop notices or other legal reason should be paid to the contractor of the project pursuant to PCC 7107.

Distribution: original: ACO

Cc: Eng Serv Pay File

Fiscal

GMA/WPD/RD/ or WW

F:\Shared\PWA Forms\8_1-4StopNoticeConfirmation

8.0 PROJECT CLOSEOUT

8.2 DOCUMENTATION BY PROJECT MANAGER

8.2.1 Closeout of Project Charges

When any project activated by a Project Request is completed, the PM shall prepare a Project Closeout memorandum in the form shown in PPPM **Figure 8.2-1**. When closing out charges against the project number, the project is considered complete when all the work planned for the project during the fiscal year has been completed, and all contract payments have been made. Public Works charges for making Record Drawings (see PPPM §8.2.3) and for making inspections just before the end of the guarantee period will be charged to an overhead account.

8.2.2 Final Report

8.2.2.1 When Claims Are Pending

Following the final inspection, if there are any claims against the Agency, by the Contractor, consultant or third party connected with the project, the PM shall follow the instruction in PPPM §8.2.2.2 with the exception that Final Report shall be designated "DRAFT FINAL REPORT" and items G2, H, I & K in the Final Report form shall not include any discussion that might compromise the Agency's position during the claim settlement process. The discussion so excluded shall be made in a confidential memo addressed to County Counsel and sent with the Final Report, via the DPWA. No copies of the memo should be distributed or filed. If saved on a disk, it should be separate from any other document and the disk marked "Confidential Attorney-Client communications" and should not be left on the hard drive.

This action will allow a full and frank discussion of the claims that may be useful to counsel in settling the claims.

8.2.2.2 When No Claims Are Pending

Following the final inspection, the PM shall complete the Final Report in the form illustrated in PPPM **Figure 8.2-2** (also see PPPM §8.2.2.3). The Final Report shall be sent to the DPWA via the cognizant DD within 35 days after the final inspection. After review by the DPWA, copies shall be distributed as follows: 1) the project originator; 2) ESD-CSS; 3) Consultant designing project, if any; 4) circulated to the other PMs in the Department (and other Departments when problems common to all PMs are identified) for training purposes.

8.2.2.3 Content of Final Report

Write the report in a clear, concise and factual way so that it is meaningful and can be read by any engineer (even one not involved in the project) at any time in the future.

In paragraph F, where the original CCO is to be performed at a unit price with an estimated quantity and total cost, or as Extra Work with an estimated total cost, show the estimated cost. Show the difference between the estimated and final cost of each CCO as part of the FAQ at the end of this paragraph.

Where paragraph I of the Final Report indicates that contractor claims have been made, show whether the claims were resolved or have been indicated on the Release on Contract form. Also indicate if the Release on Contract form has not been received by the date of the report.

Before-and-after photographs and photographs of any unusual construction or problems shall accompany this report.

If the Final Report was delayed by claims per PPPM §8.2.2.1, the final report shall include the final resolution of the claims and recommendations for future action for avoidance of similar claims, particularly where the decision on the claims went against the Agency.

8.2.3 Record Drawings

Record Drawings are needed for a project to provide information on operation, maintenance, repair, remodeling, and adjacent construction. Such plans may also be used in legal actions. Applicable data on Record Drawings include pertinent information from shop drawings and submittals, and any changes from the original plans, whether or not shown on a CCO, if they:

- Materially affect the safety of the project;
- Materially affect the operational utility of the project;
- Are hidden under other work or are underground, and may need to be uncovered for repair or connection to future construction, or may affect future remodeling or construction; and
- Are considered important by the Inspector or PM.

The type of data to be excluded are minor changes from the original plans that do not affect the foregoing items, such as minor grade irregularities, striping, and small dimension changes in the location of facilities.

The Inspector shall maintain a set of prints on which Record Data are recorded. Within three days of project completion, the Inspector shall complete the Record details on the print, affix his/her name on each print, and give them to the PM.

The PM or design consultant shall keep a record of any changes from shop drawings and submittals that ought to be indicated on the Record Drawings. The PM has the responsibility for seeing that the original drawings have the Record corrections made. While this is used as fill-in work in most design sections, Record Drawings should be completed within 90 days after completion of the project.

In addition to the Record changes, the tracings shall bear the following information, which may be applied in the form of a stamp:

- (1) RECORD DRAWING
- (2) Date project completed
- (3) Record Changes submitted by _____ (name)
- (4) Original Drawings Revised by _____ (name)

After the original drawings are corrected for Record changes, the PM shall confirm the corrections.

On completion of the Record Drawings one of the following actions shall be taken:

- a. If a grading permit has been issued for the project, the record drawings and a copy of the grading permit shall be sent to Water Resources and Development - Development and Inspection Services who will forward them to ESD-County Surveyor for filing.
- b. If no grading permit is involved, send the record drawings directly to ESD-County Surveyor for filing.

8.2.4 Memorandum to Originator

At the time of acceptance, the PM shall prepare a memorandum to the Originator, listing any work remaining to be done by County forces to make the project fully usable, or to meet its intended purpose, or to meet conditions of the right-of-way contract. This should be done at the time of the joint visit of the PM and the Originator, and shall be made a part of the project file. (See PPPM **Figures 8.2-3 and 8.2-4.**)

FIGURE 8.2-1 CLOSEOUT OF PROJECT CHARGE MEMO

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

COUNTY OF VENTURA

PUBLIC WORKS AGENCY

MEMORANDUM

Date: <Date>

TO: PWA CSD - Fiscal Services

VIA: <DD's name>, <Dept, Name> Director

FROM: <PM's name>, Project Manager

SUBJECT: Project No. <Proj No.>Spec No. <Spec No.>
<Project Name>
CLOSE OUT OF PROJECT CHARGES

1. Subject project was completed on <date>.
2. No further charges should be made to this project number.

FIGURE 8.2-2(1) FINAL REPORT FOR CONSTRUCTION - FORMAT

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
<Department Name>
MEMORANDUM

TO: <DPWA's Name>, Agency Director DATE: <current date>
VIA: <DD's name>, Director SPEC. NO. <Spec No.>
FROM: <PM's name>, Project Manager PROJECT NO. <PWA Proj No.>
SUBJECT: [DRAFT] FINAL REPORT FOR CONSTRUCTION OF <Name of project>
<Include the word "DRAFT" in Subject only if claims are pending.
See PPPM §8.2.2.1.>

CONTRACTOR: <Contractor's company name>
Address: <Contractor's address>

A. DESCRIPTION OF WORK: <Briefly describe the project, including purpose>

B. CHRONOLOGICAL STATEMENT:

1. Bids Received: <date>
2. Contract Awarded: <date>
3. First Working Day from Notice to Proceed: <date of first working day>
4. Suspended: <date> Suspension Lifted: <date> <¶4 may need several lines>
5. Original Completion Date: <date shown in NTP> Extended: <date from WD Statement>
6. Actual Completion Date: <date from Final Inspection Report>

C. TIME EXTENSIONS & DELAYS:

1. The Statements of Working Days show <#> non-working days
2. Extensions of <#> working days approved with change orders.
3. Extensions of <#> working days approved as follows:

<u>Date</u>	<u>Description</u>	<u>Working Days</u>
<Date of letter>	<Reason for extension>	<#>
<repeat for each extension of time granted>		

D. FINANCIAL DATA:

1. Bid Price: <Total \$ for schedules awarded> Final Cost: <Total of all payments>
2. Funding: <Budget numbers; description of any grants or participation in costs>
3. Liquidated Damages Assessed: <# of days, \$ per day and total assessed or 'None'>

E. PROJECT PERSONNEL:

Project Manager: <PM's full name> Inspector(s): <Inspector(s) full name(s)>
Designed by: <Full name of in-house designer or full name of consulting firm>

F. CHANGE ORDERS:

<u>No.</u>	<u>Description</u>	<u>Time Extension</u>	<u>Price</u>
<#>	<Brief description of change and reason change was needed. See PPPM §7.7.6>	<# days> \None]	<A\$>
<The price is the total for lump sum CCOs and the 'estimated price for unit price and Extra work CCOs. Differences between estimated and final prices of CCOs are to be included in the FAQ which must also be included in this tabulation.>			

<May need several lines for each CCO>

FIGURE 8.2-2(2) FINAL REPORT FOR CONSTRUCTION - FORMAT

- G. CONSTRUCTION DETAILS:
1. Special Construction Techniques: *<Give information that will be useful to other PMs and designers>*
 2. Unusual Conditions or Problems: *<Give information that will be useful to other PMs and designers>* **<If claims are pending, see PPPM §8.2.2.1.>**
- H. CONTRACTOR'S PERFORMANCE: (Progress, Efficiency, Quality of work, etc)
<Be specific with either good or bad evaluations. Quality of accepted work must meet specifications, consistently better work should be mentioned while poorer work should not be accepted.> **<If claims are pending, see PPPM §8.2.2.1.>**
- I. CONTRACTOR'S CLAIMS:
<Describe each claim that was considered by a DD or the DPWA and the final result of the claim. Suggest how similar claim might be avoided on future work.>
<If claims are pending, see PPPM §8.2.2.1.>
- J. ADDITIONAL WORK OUTSIDE OF CONTRACT: *<Describe any work performed by purchase order or by separate contract that was required to make the job complete, whether planned in advance or as a result of an omission. Also describe work not yet performed that will be necessary to make the project usable. Show actual or estimated costs of each.>*
- K. PROJECT MANAGER'S COMMENTS: *<Include any information not shown above that might be useful to the DPWA, DD, the project originator, other PMs or designers. If problems are described, suggest solutions if possible. Be specific.>*
<If claims are pending, see PPPM §8.2.2.1.>

Distribution: Project Originator
ESD-Contract Support Specialist
Circulating copy per PPPM §8.2.2.2 if no claims are pending

<If DRAFT Final Report is made, see PPPM §8.2.2.1 for required confidential memo.

Even if claims are pending, the report shown in PPPM Figs. 8.2-3 or 8.2-4 should be made as required by § 8.2.4. Such report should not be delayed as it contains information needed by O&M staff.>

FIGURE 8.2-3(1) BUILDING PROJECT CLOSEOUT MEMO

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COUNTY OF VENTURA

PUBLIC WORKS AGENCY

ENGINEERING SERVICES DEPARTMENT

<DATE>

TO: <PROJECT ORIGINATOR>

FROM: <PROJECT MANAGER>

SUBJECT: <PROJECT NAME>
Project No. <Project No.>; Spec No. <Spec No.>

1. Date Completed
Subject project was completed and ready for use on <date>. The Notice of Completion was recorded on <date recorded>.
2. Operation and Maintenance manuals
 - a. The following transmitted herewith:
<list each manual transmitted>
 - b. The following were furnished to the person on the date indicated.
<list each manual, to whom furnished and date furnished>
3. Certificate of Occupancy
A Certificate of Occupancy was issued on <date> and is transmitted herewith. It should be framed and posted as a permanent record in the mechanical equipment room or similar area.
4. Keys
 - a. Keys were issued to the following personnel on the date indicated:
<list key's use, to whom and when issued>
 - b. All other keys (<enter number>) for the facility are transmitted herewith.
5. Guarantees
 - a. The contract with <prime contractor's name> provides for a general guarantee as to workmanship and materials meeting the requirements of the specifications. This guarantee expires on <enter date one year after the date of Field Completion>.
 - b. <Add the following if appropriate> In addition to the general guarantee, the following extended warranties for specific parts of the project are provided: <list each, including: length of time, the work covered, if underwritten by a manufacturer and, if so, its name.>
 - c. The following written extended warranties are transmitted herewith for your files:
<List the warranties by type and manufacturer, indicating the contractor or subcontractor who installed the item.>
 - d. Please contact the PWA Engineering Services Department Project Manager if you believe that guarantee or warranty work, other than work covered by a maintenance contract, is required during the first year after project completion.

FIGURE 8.2-3(2) BUILDING PROJECT CLOSEOUT MEMO

6. Utilities
 - a. Utility for the facility are furnished as follows:

<u>Type</u>	<u>Utility Company</u>	<u>Date Connected</u>	
Water	<Water purveyor>	<date>	
Electricity	Southern Calif. Edison		<date>
Gas	Southern Calif. Gas	<date>	
Sewer	<Sewer agency>	<date>	
Telephone	<Telephone Company>		<date>
Cable TV	<Cable company>		<date>
 - b. All billings for utilities will be sent to <Agency name>.
7. Work Needed to Complete Project
<List any work needed to be performed by another contract or by county forces to complete the project.>
8. Security and Maintenance
 - a. <If appropriate enter this> The construction contract provides for the following maintenance [by\paid for by] the contractor:

<u>Work Covered</u>	<u>Company</u>	<u>Length</u>	<u>Contact</u>
<describe fully>	<name>	<time>	<name & phone number>
 - b. [GSA\Your Agency] now has responsibility for security and maintenance of the facility other than that shown in a) above.
 - c. Please note that the failure to properly operate and maintain facilities and equipment furnished under the construction contract will most likely invalidate the guarantee and warranties provided.
9. Project Final Report
A copy of the Final Report on the construction of the project [is transmitted herewith\will be sent to you within three weeks].

Attachment: NPDES ANNUAL REPORT SUPPORTING DATA FORM <PPPM Figure 7.2-1>.

FIGURE 8.2-4 ENGINEERING PROJECT CLOSEOUT MEMO

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COUNTY OF VENTURA

PUBLIC WORKS AGENCY

<Department name> DEPARTMENT

<DATE>

TO: <PROJECT ORIGINATOR>

FROM: <PROJECT MANAGER>

SUBJECT: <PROJECT NAME>
Project No. <Project No.>; Spec No. <Spec No.>

1. Date Completed
Subject project was completed and ready for use on <date>. The Notice of Completion was recorded on <date recorded>. [Your\<name>] Division is now responsible for maintenance and operation.
2. Operation and Maintenance manuals <For projects with mechanical or electrical equipment only>
 - a. The following transmitted herewith:
<list each manual transmitted>
 - b. The following were furnished to the person on the date indicated.
<list each manual, to whom furnished and date furnished>
3. Guarantees
 - a. The contract with <prime contractor's name> provides for a general guarantee as to workmanship and materials meeting the requirements of the specifications. This guarantee expires on <enter date one year after the date the Director of Public Works Agency signed the Notice of Completion>.
 - b. <Add the following if appropriate> In addition to the general guarantee, the following extended warranties for specific parts of the project are provided: <list each, including: length of time, the work covered, if underwritten by a manufacturer and, if so, its name>
 - c. The following written extended warranties are transmitted herewith for your files:
<List the warranties by type and manufacturer, indicating the contractor or subcontractor who installed the item.>
 - d. Please contact the Project Manager if you believe that guarantee or warranty work, other than work covered by a maintenance contract, is required during the first year after project completion.
4. Maintenance
<If appropriate enter this> The construction contract provides for the following maintenance [by\paid for by] the contractor:

<u>Work Covered</u>	<u>Company</u>	<u>Length</u>	<u>Contact</u>
<describe fully>	<name>	<time>	<name & phone number>
5. Work Needed to Complete Project
<List any work needed to be performed by another contract or by county forces to complete the project or to satisfy rights-of-way agreements.>
6. Project Final Report
A copy of the Final Report on the construction of the project [is transmitted herewith\will be sent to you within three weeks].

FIGURE 8.2-5 MEMO CONCERNING FINAL REPORT FOR CONSTRUCTION FORMAT

Use latest version of this form from server @ \shared\PWA Forms\PPPM Forms\

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
<Department Name>
MEMORANDUM**

TO: <DPWA Name> ,Agency Director **DATE:** <Current Date>
VIA: <DD's Name> ,Director **SPEC. NO.** <Spec No.>
FROM: <PM's Name> ,Project Manager **Project No.** <PWA Proj No.>
SUBJECT: **DRAFT FINAL REPORT FOR CONSTRUCTION OF** <Name of project>
CONTRACTOR: <Contractor's company name>
Address: <Contractor's address>

1. As claims are pending on this project as follows:
<Describe each claim by subject matter, when filed and when Notice of Potential Claim, if any, was filed. Don't discuss merits of claim>
2. In accordance with PPPM §8.2.2.1, a Draft Final Report has been prepared and sent to County Counsel. The Final Report will be completed and distributed immediately after final disposition of all claims.

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PROJECT FLOW CHARTS

A. GENERAL The charts are based on the general principles of the "Project Evaluation and Review Technique" (PERT). They show tasks, document transmittals, approvals and decisions in definitive shaped boxes connected by lines with arrows to indicate order of precedence. True PERT charts are time scaled which is not possible with charts covering generalized procedures such as the ones included in the PPPM.

B. PRINCIPLES The general principle of PERT charts is that a task cannot start until all incoming connectors have occurred and the outgoing connector doesn't start until the task is completed. In the PPPM PERT charts, this principle has somewhat modified, due to tasks not all being broken down into basic tasks, as follows:

- A outgoing arrow may be partially activated after certain work is started or completed in a task.
- A task may commence in part when a partially activated incoming arrow has been received.
- A task may not be fully completed until all incoming arrows are unconditionally completed.
- Unconditional outgoing arrows cannot be activated until the task is completed.

C. MASTER CHART Chart **PERT-M** is a master chart showing the overall flow of a project, the interrelation of segment charts that follow and some definitions & a legend. The legend indicates the significance of the shape of the boxes and the style of connectors.

D. SEGMENT CHARTS Charts **PERT-1** to **PERT-10** are segment charts referred to on **PERT-M** and next to connectors on segment charts. Note that **PERT-3** is a two page chart, designated as **PERT-3A** and **PERT-3B**.

E. TASKS The tasks shown on the charts vary in complexity from a simple task performed by one person in a few minutes, to a large group of sub-tasks performed by several persons or a team over many months or years.

Some tasks are not needed on every project or may be greatly simplified on some projects. This applies particularly to those shown on **PERT-4** when a project is categorically exempt from CEQA requirements and those shown on **PERT-5** when the Agency already owns full rights to the land on which the construction is to take place and there are no utilities in the way.

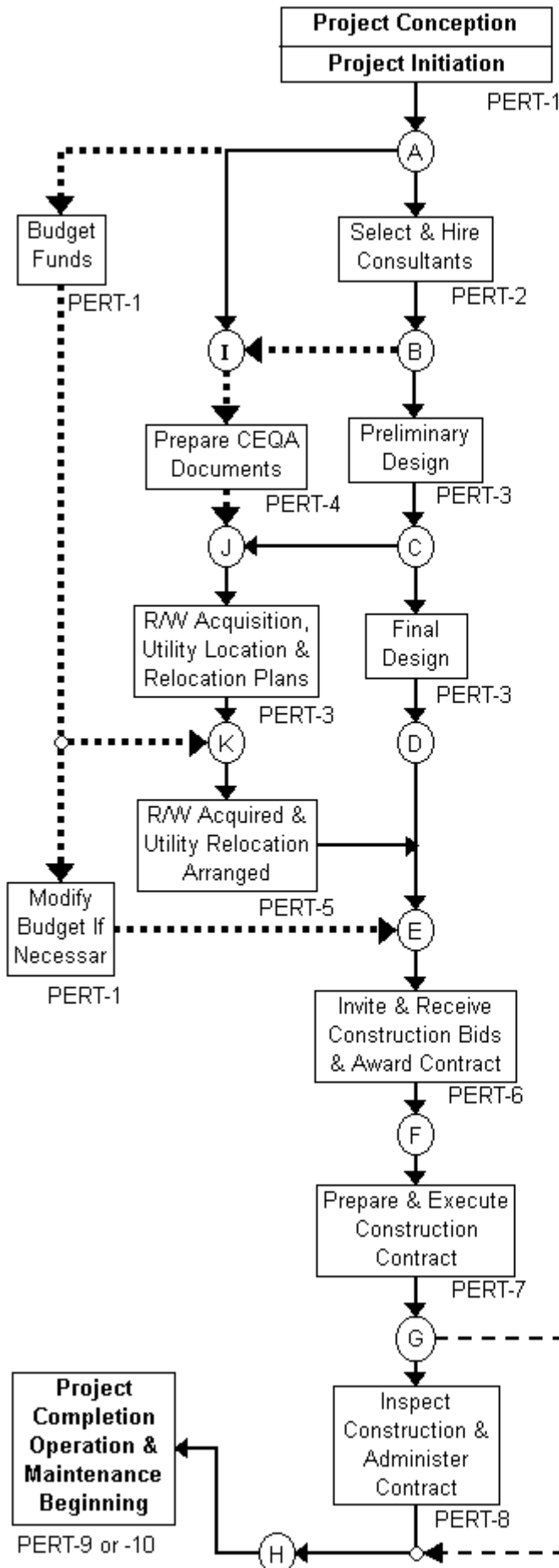
Some tasks on **PERT-6** can be omitted on small projects.

Many of the tasks, that may not appear to be essential, are required by state law, Board policy or for fiscal control. All of the tasks on **PERT-10**, for instance, were added to comply with a state law.

F. CONNECTORS The general management and control of the progress of a project is under the control of the PWA-Project Manager and this is indicated by solid single line connectors. Where progress or other control is in the hands of another PWA staff member or another County agency, the connectors are shown as a dashed line. Where progress is dependant on a non-County entity, both task boxes and connectors are shown as single dashed lines.

Letters in circles are used to tie together the various charts.

MASTER CHART OF PROJECT PROCESSING SEGMENTS



PROJECT SEGMENT CHARTS

See individual segment charts identified as "PERT-#" for detailed task sequencing.

CONNECTORS & SYMBOLS

(X) Connecting points between Segment charts. On Segment charts, a number may follow the letter to delineate one of multiple points of connection. Connectors with a letter followed by a number are connectors between segment charts & are not shown on this Master chart.

→ Usual sequence of events with Project Manager in control.

→ Usual sequence of events with other Agency staff in control.

- → Timing of events are not fully Agency time controlled. When Consultants are used, solid connectors may also not be fully Agency time controlled.

◇ A decision required.

▭ Transmittal of document.

□ Approval of action.

□ Other actions.

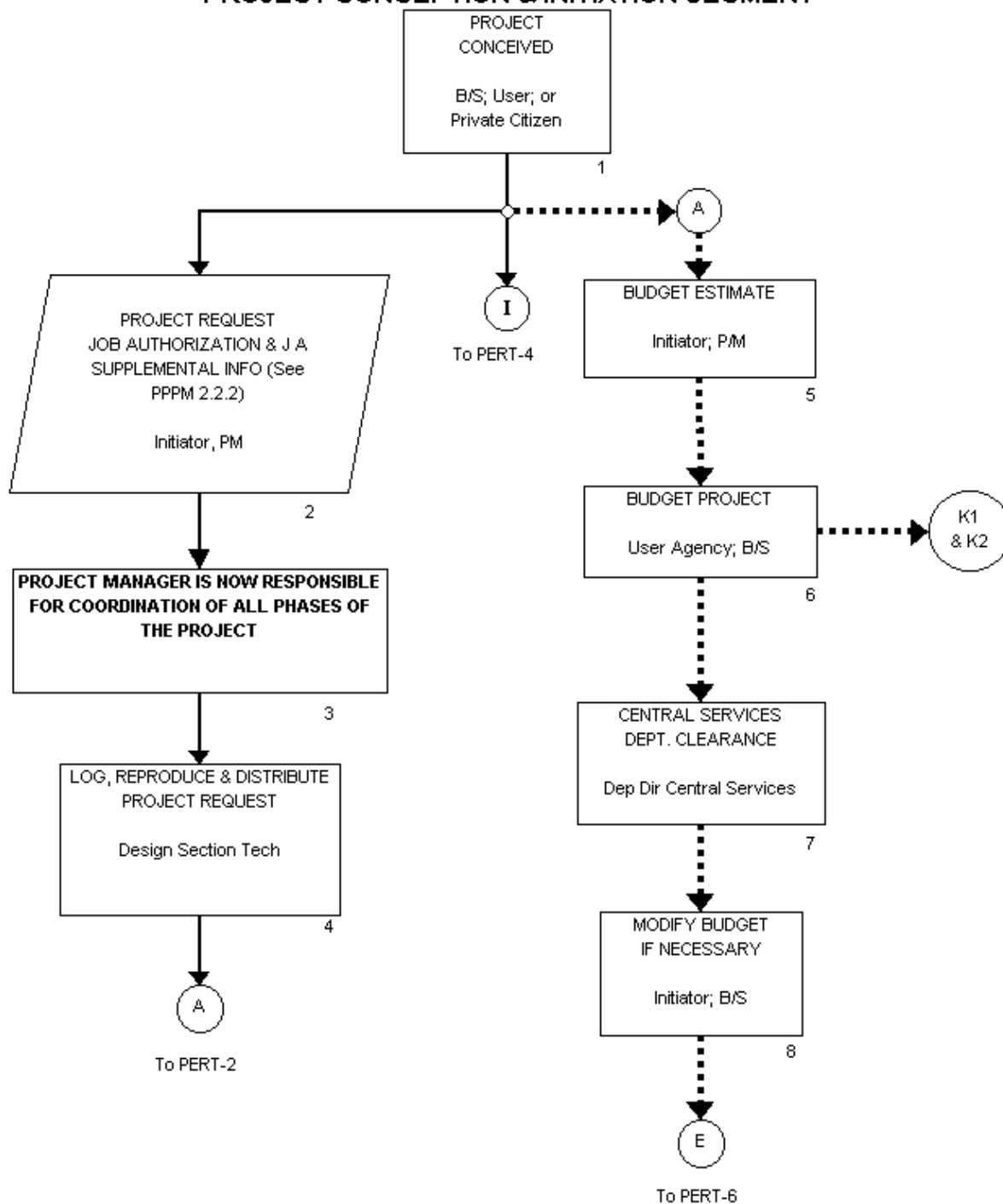
⋯ Non-Agency actions.

"Agency" is County of Ventura or a Board governed special district.

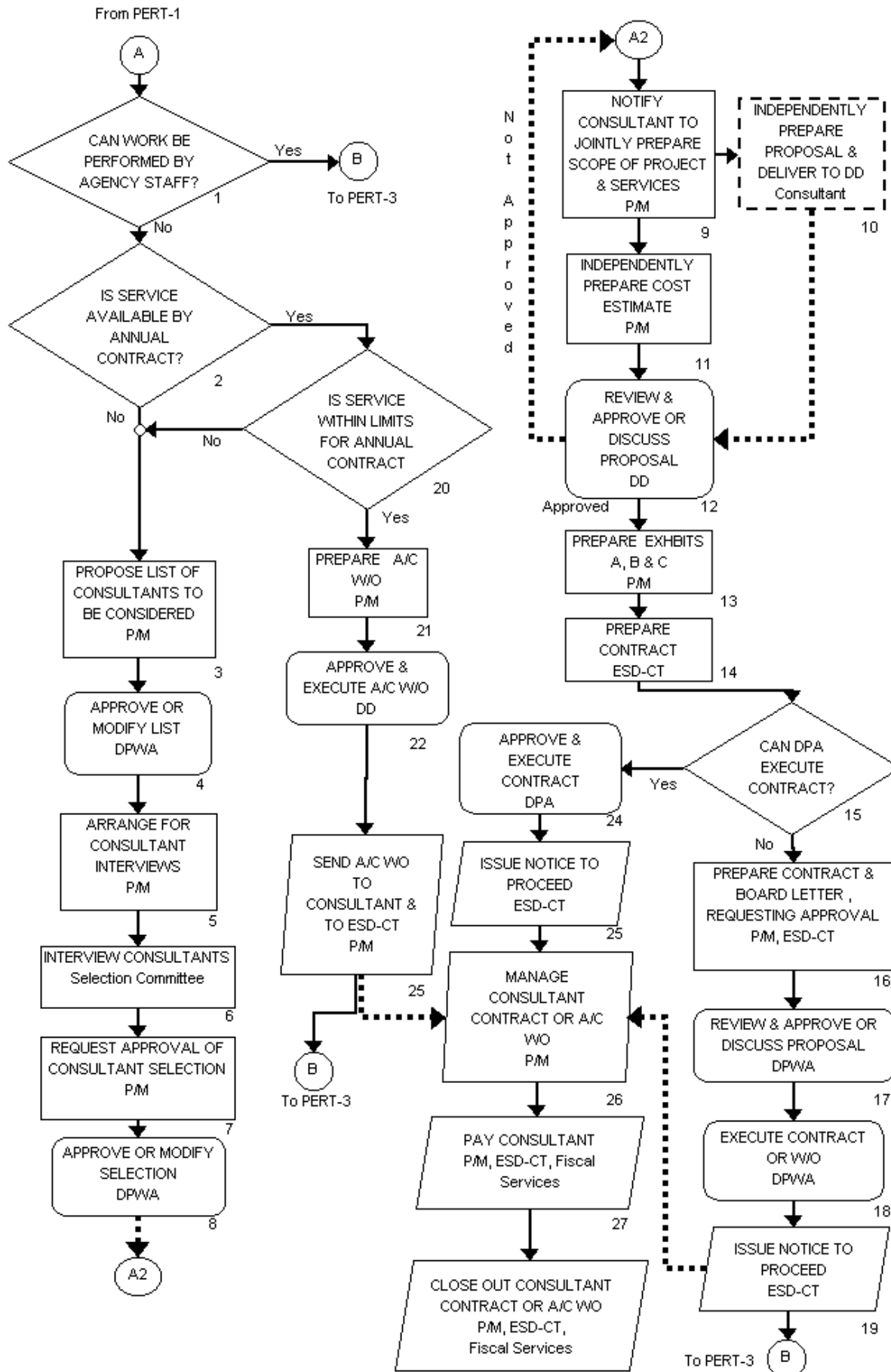
"P/M" is Public Works Agency Project Manager.

For other abbreviations see Glossary.

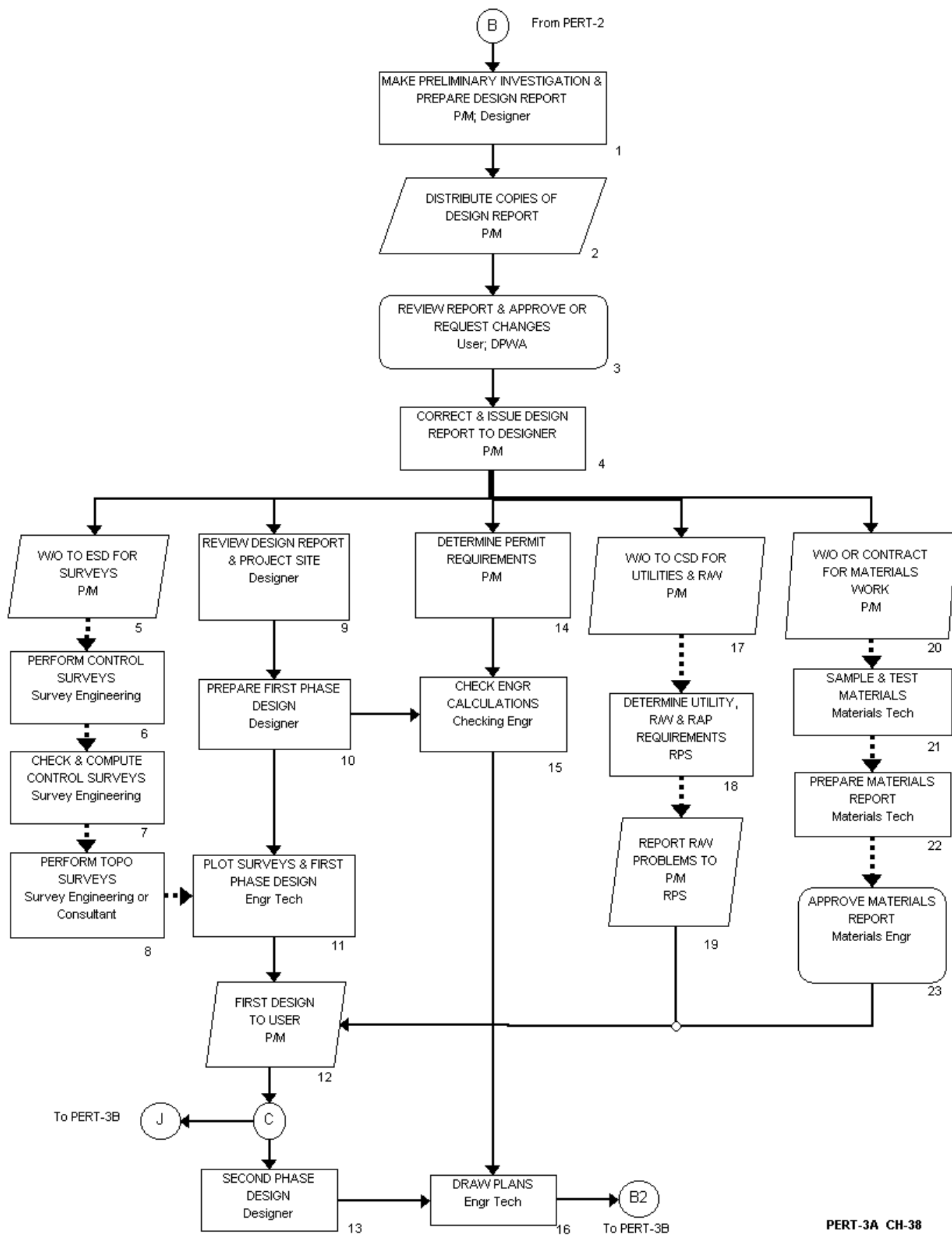
PROJECT CONCEPTION & INITIATION SEGMENT



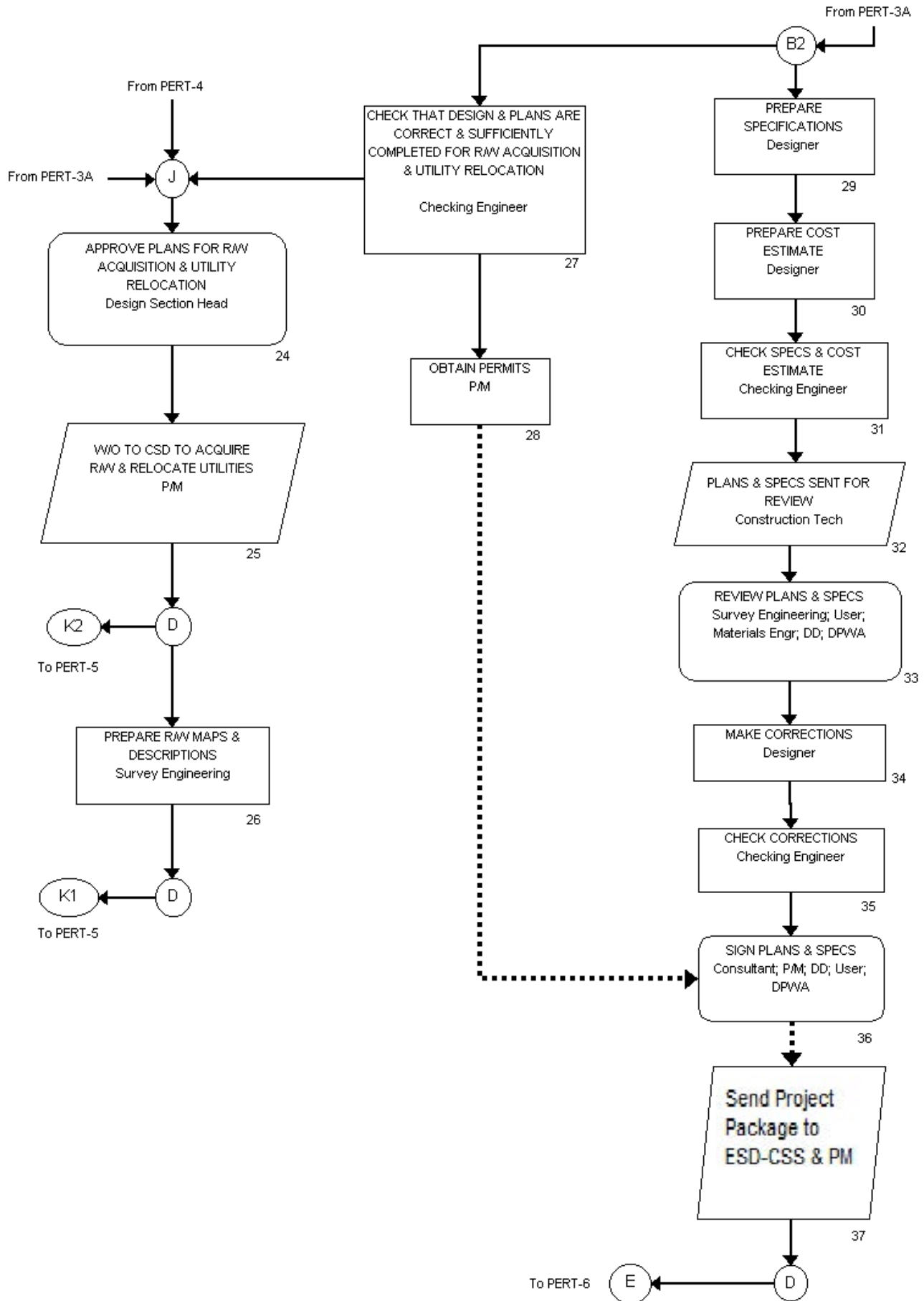
SELECT & HIRE CONSULTANT SEGMENT



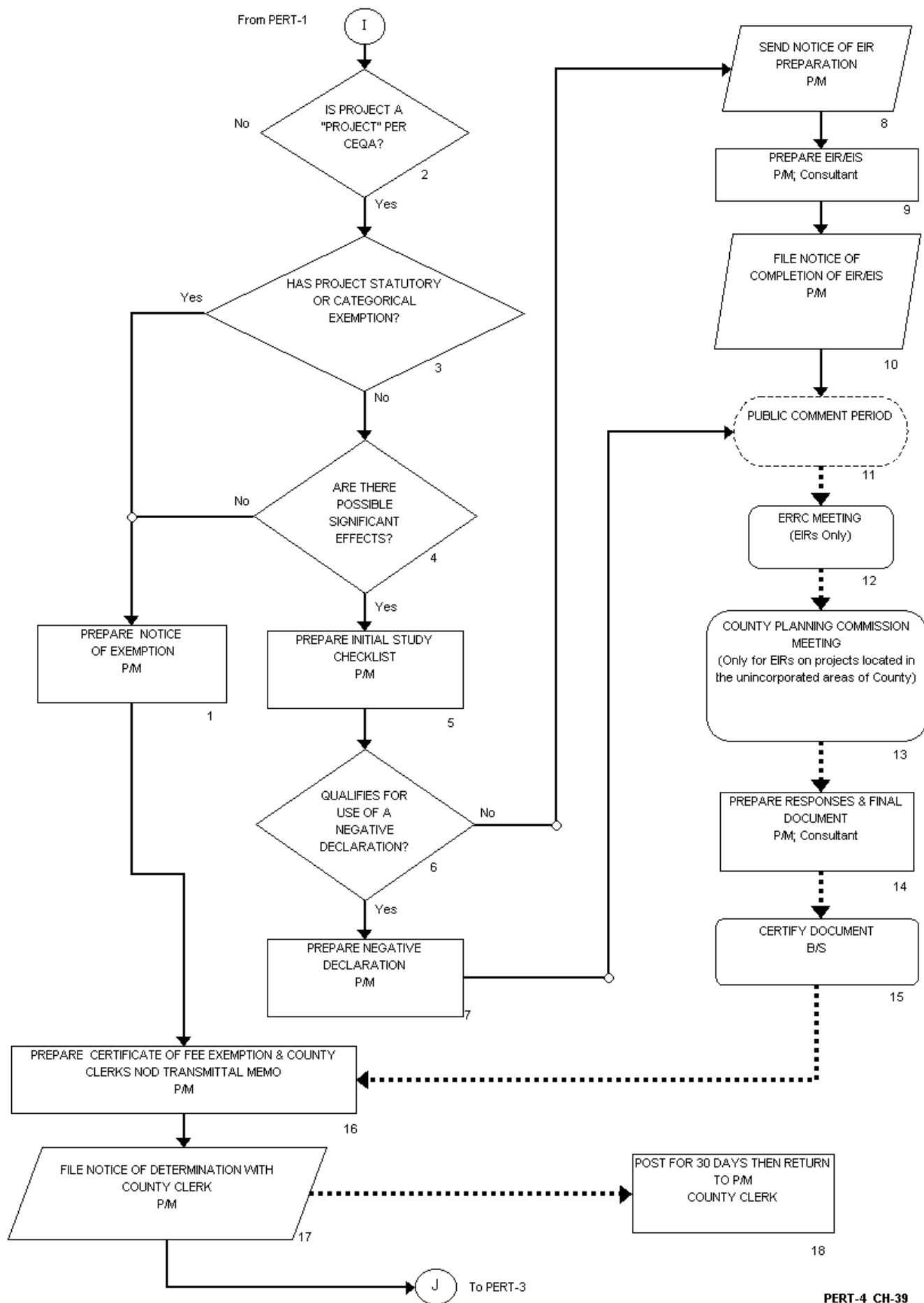
PROJECT DESIGN SEGMENT - SHEET 1



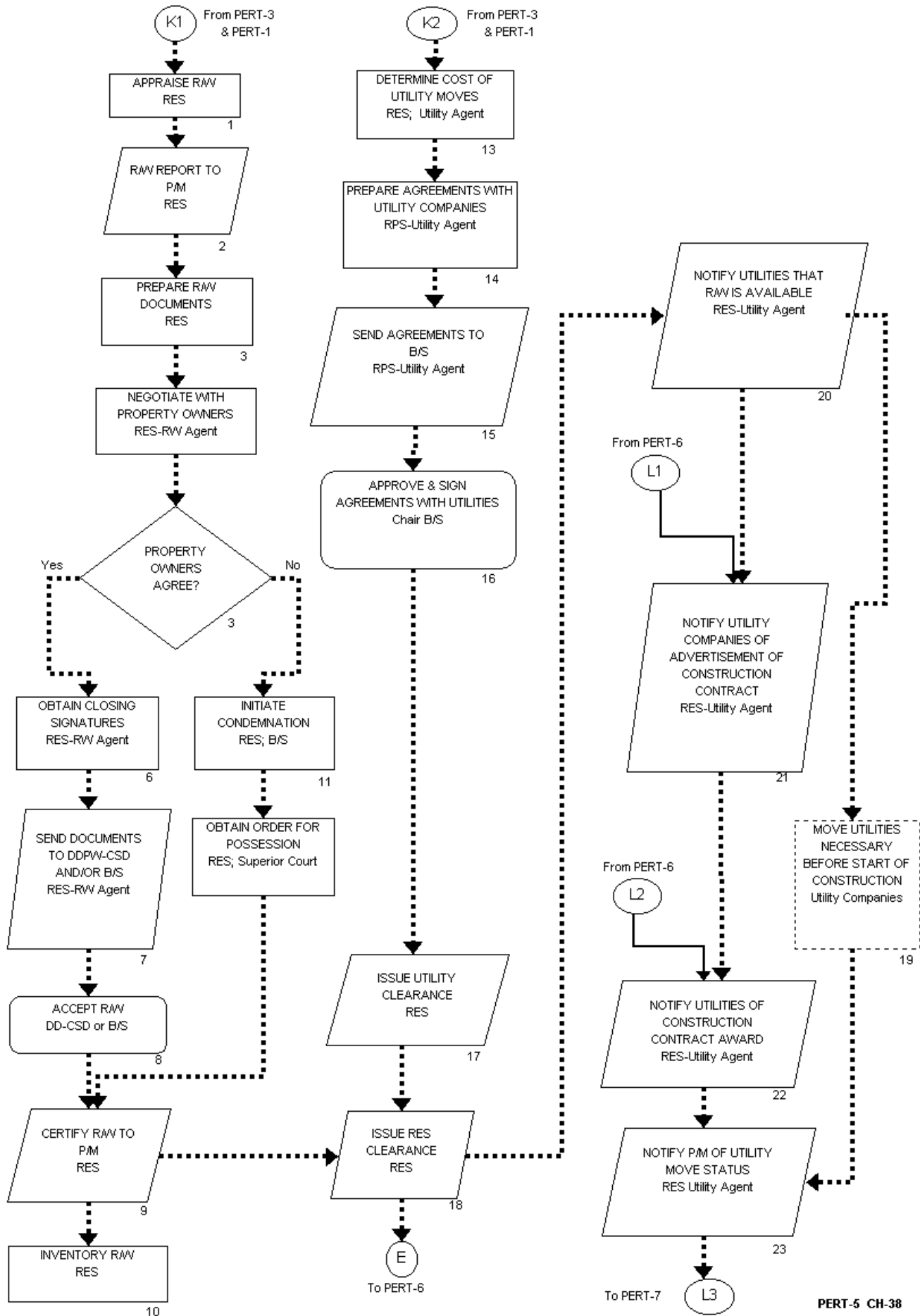
PROJECT DESIGN SEGMENT - SHEET 2



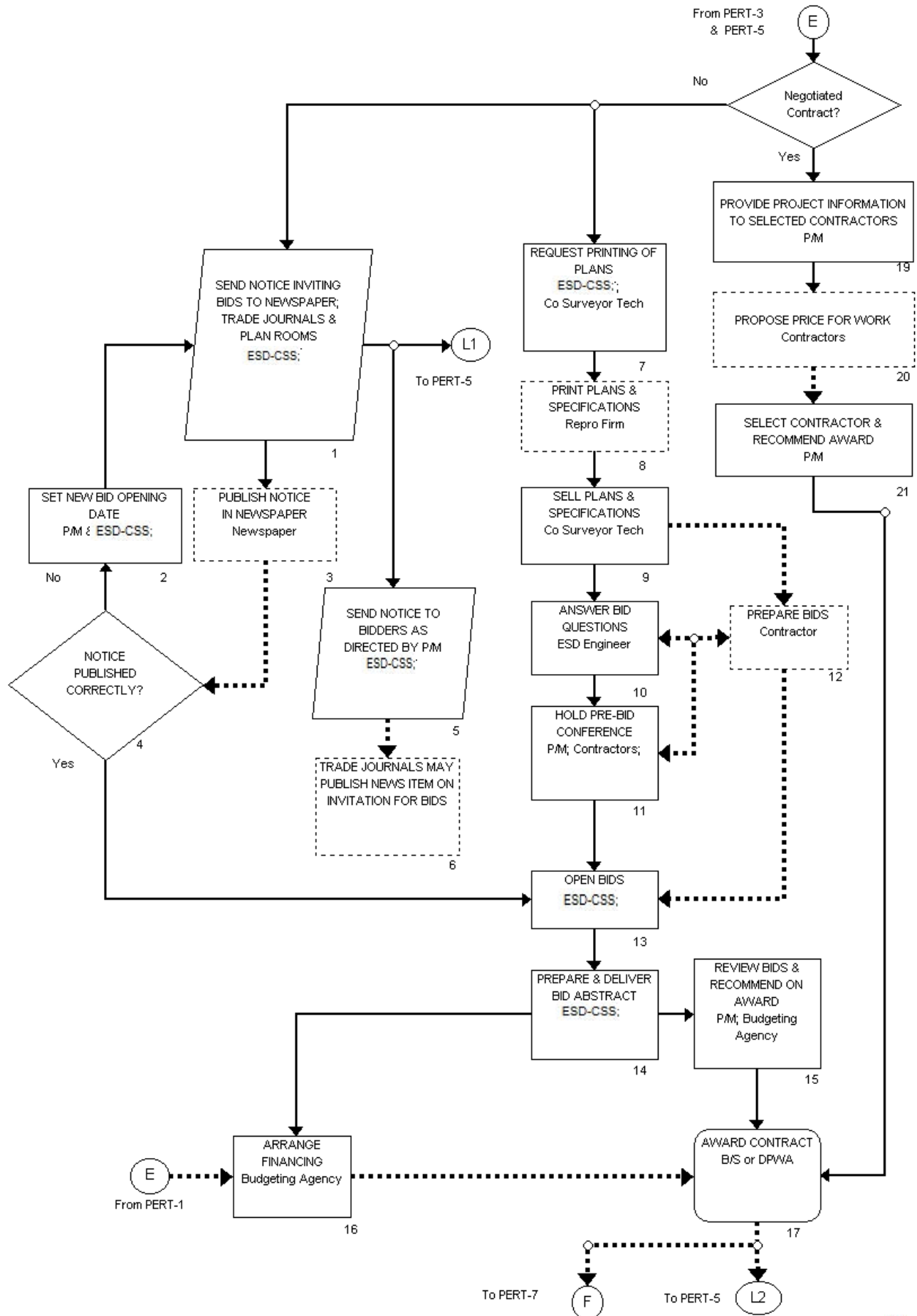
CALIFORNIA ENVIRONMENTAL QUALITY ACT SEGMENT



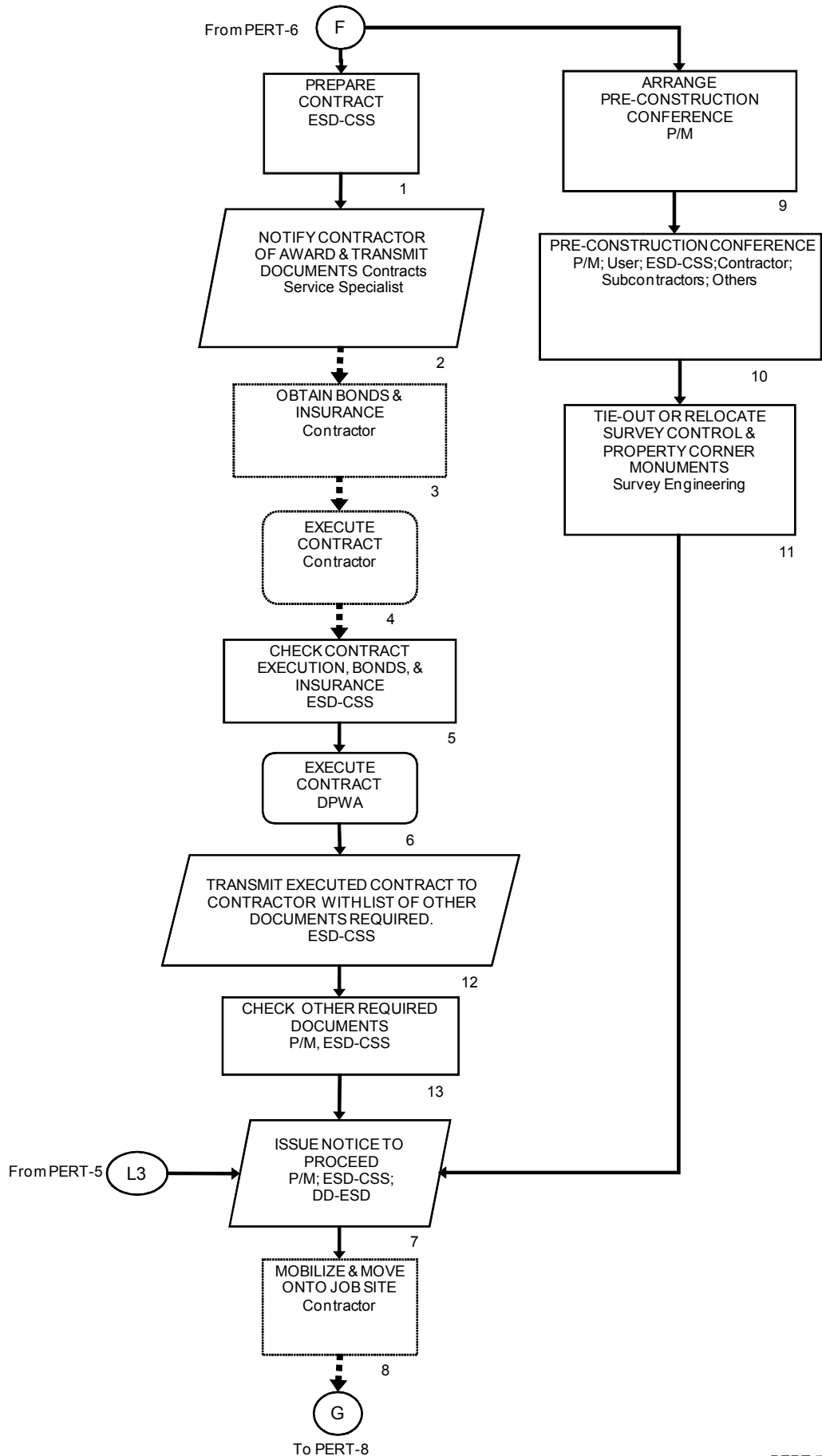
RIGHTS OF WAY ACQUISITION & UTILITY RELOCATION SEGMENT



CONSTRUCTION CONTRACT BID AWARD SEGMENT

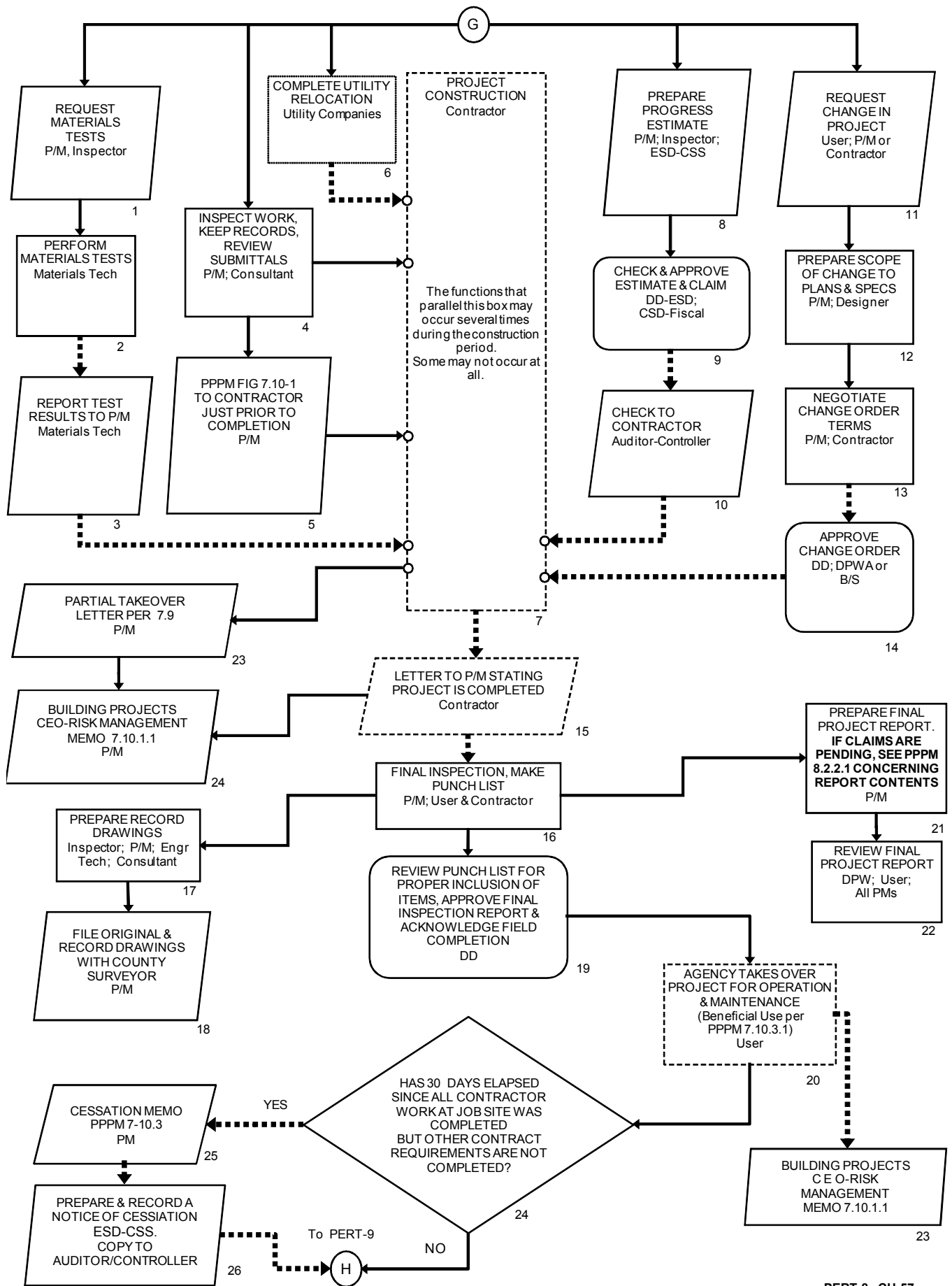


CONSTRUCTION CONTRACT PREPARATION SEGMENT

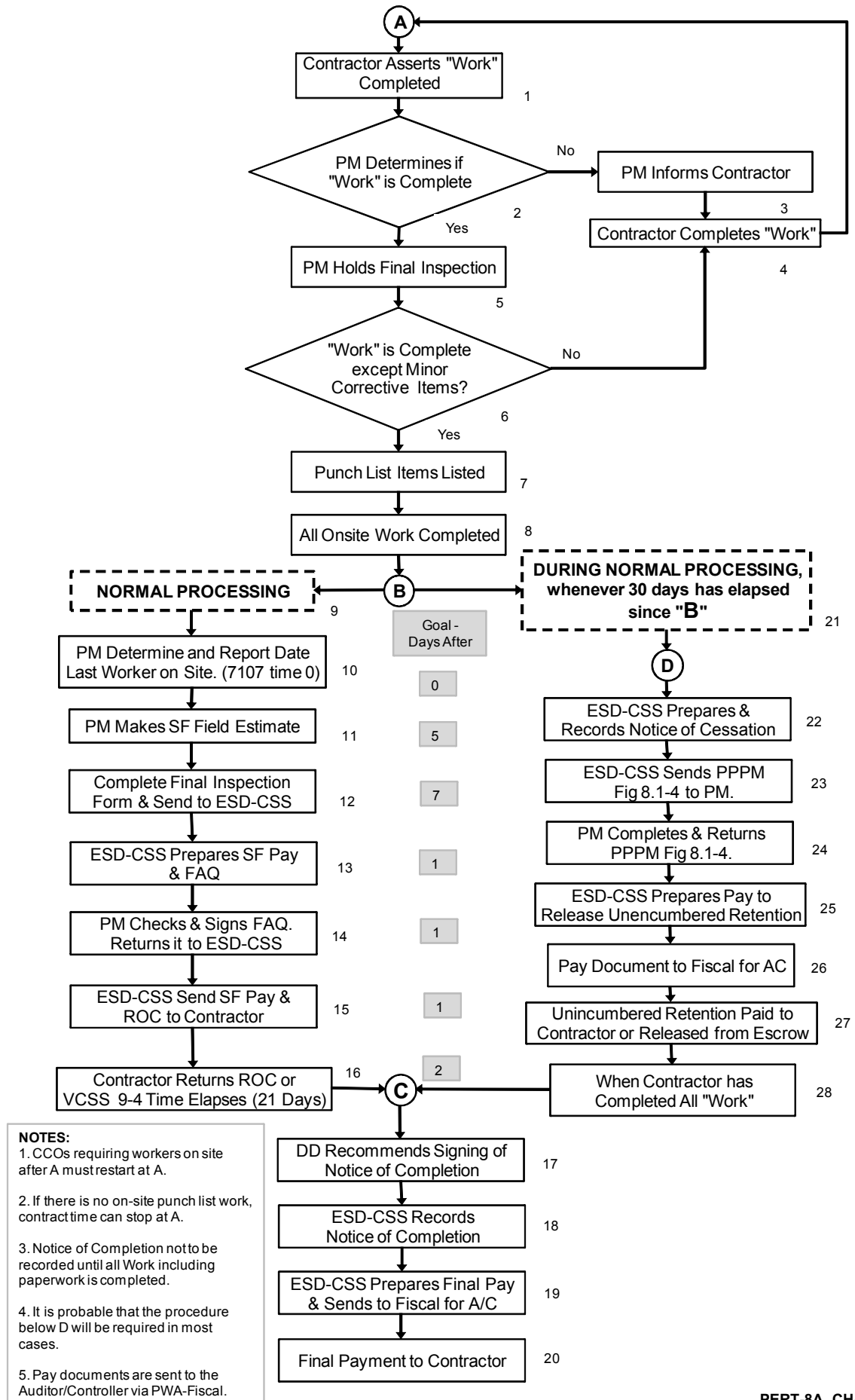


PROJECT CONSTRUCTION SEGMENT

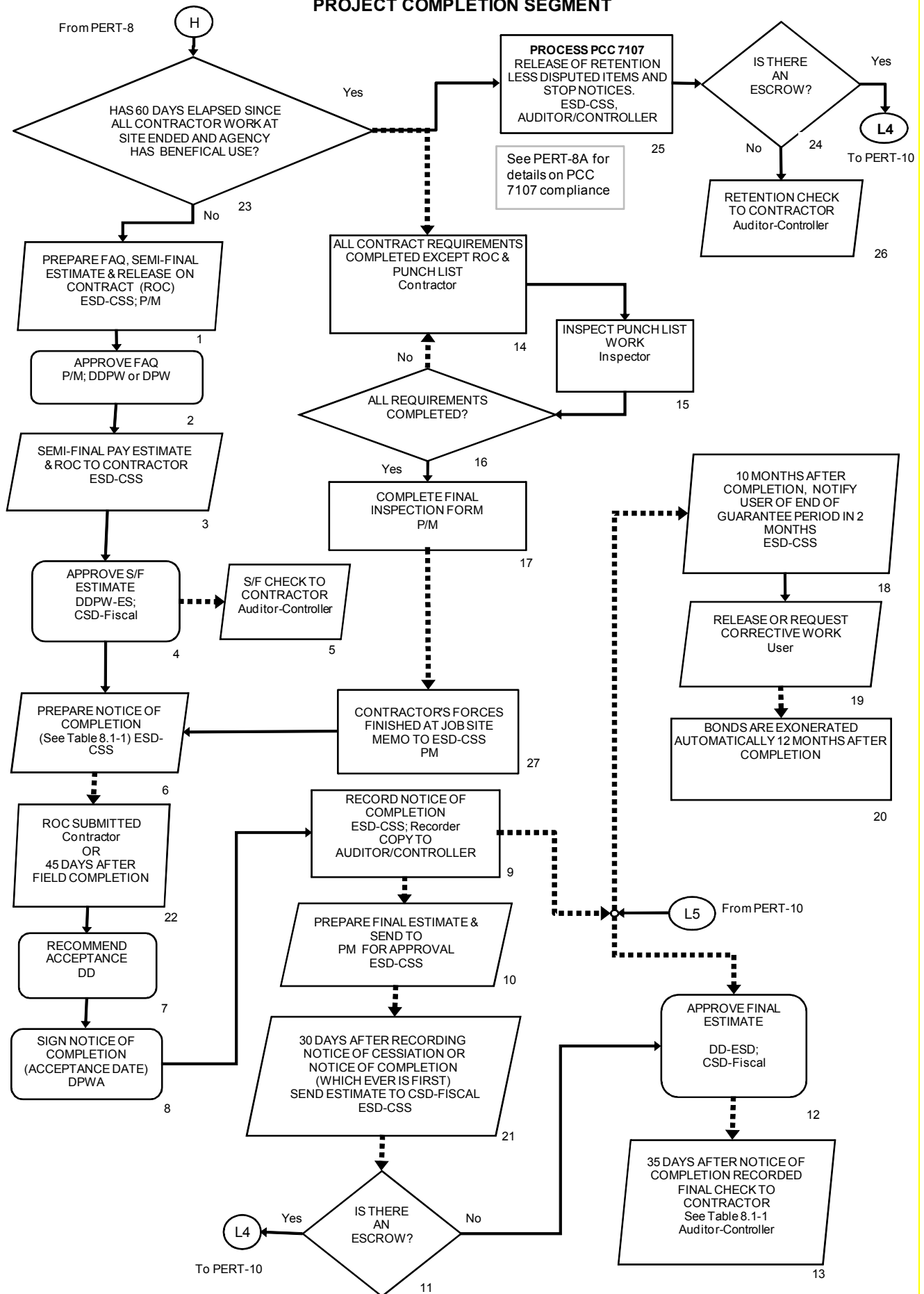
From PERT-7



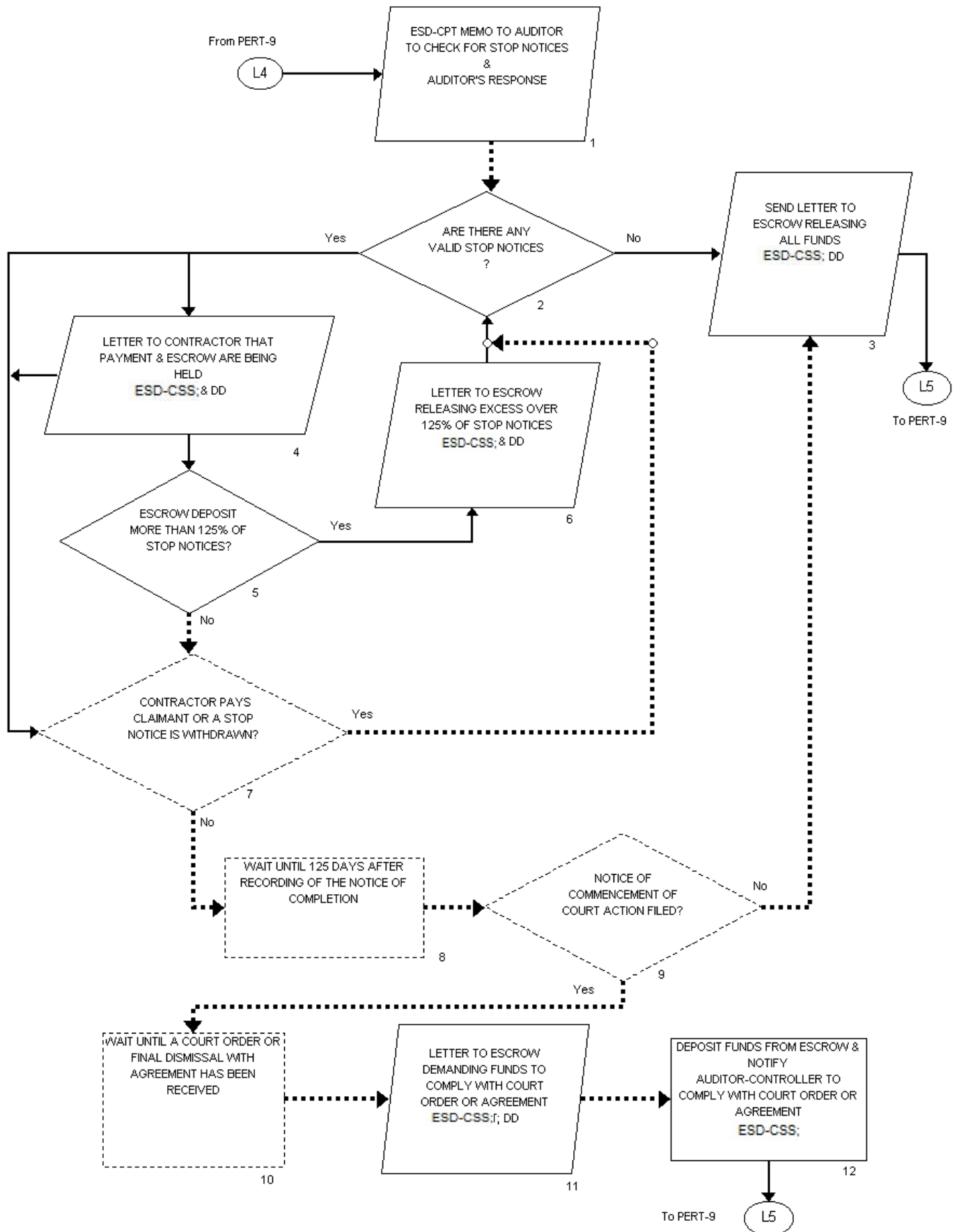
PPPM PERT-8 & PERT-9 - DETAILED TASKS DEFINED TO COMPLY WITH PCC 7107



PROJECT COMPLETION SEGMENT



FINAL PAYMENT (ESCROW) SEGMENT



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