

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Wallace Group, Inc., a California Corporation, with an address at 612 Clarion Court, San Luis Obispo, CA 93403 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Kevin Brown at phone number 805-882-3622 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Greg Hulburd at 805-544-4011 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Kevin Brown, Compliance Manager, Interim
County of Santa Barbara, Public Works Department
Resource Recovery & Waste Management
130 East Victoria Street, Suite 100
Phone: (805) 882-3622

To CONTRACTOR: Kari Wagner, P.E., Principal/Director of Water Resources
Wallace Group, Inc.
612 Clarion Court
San Luis Obispo, CA 93401
Phone: (805) 544-4011

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on May 7, 2024 and end performance upon completion, but no later than December 31, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus

interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

COUNTY agrees to hold CONTRACTOR harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, electronic files and other documents for purposes other than those described in this Agreement, unless written authorization of CONTRACTOR is first obtained.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. However, the undersigned may retain an archival copy of the confidential information, to the extent necessary to comply with Law or archival policies. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee, in writing, and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Wallace Group, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

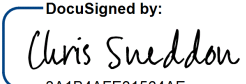
By: _____
Deputy Clerk

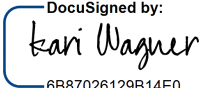
By: _____
Chair, Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
PUBLIC WORKS DEPARTMENT**

**CONTRACTOR:
WALLACE GROUP, INC.**

By:  _____
Chris Sneddon, P.E., G.E.
Department Head

By:  _____
Authorized Representative

Name: Kari Wagner, P.E.

Title: Principal

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By:  _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR agrees to provide COUNTY engineering services as identified in the attached proposal dated March 21, 2024, (Attachment A1). CONTRACTOR agrees that work will only commence at the issuance of a written Notice to Proceed by the Public Works Director or Director's designee.

March 21, 2024

Martin Wilder
County of Santa Barbara
620 West Foster Road
Santa Maria, California 93455

Subject: Tajiguas Landfill CMU Stormwater Pump Station Evaluation

Dear Mr. Wilder:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering consulting services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

During a site visit on January 10, 2024, Wallace Group toured the Tajiguas Landfill Composting Management Unit (CMU). The CMU consists of a paved, 5.25-acre area upon which is stored windrows of composting material derived from the Tajiguas Landfill Anaerobic Digestion Facility (ADF). The compost generates a leachate which commingles with runoff produced during storm events. Runoff generated at the CMU is collected through a series of drain inlets located along the northern, downgradient berm of the paved area and then conveyed via 24” HDPE pipes to a stormwater pump station consisting of two 21,000-gallon baker tanks and two 25-HP solids handling pumps. The baker tanks are hydraulically connected to one another, and their associated pumps operate in parallel. Pump speed is controlled via VFD based on baker tank water level as monitored through an ultrasonic level sensor. The pumps are rated for flow rates on the order of 750 gallons per minute. Additional flow monitoring, overflow, automation, and controls improvements are being planned at the existing pump station by the County in coordination with its integration and controls and process-mechanical contractors.

During a follow up teleconference with the County and its contractors on February 21, 2024, the County described additional issues with the CMU drainage system caused by settling of the landfill. With settling, the head at the farthest inlets west of the pump station will decrease resulting in poor drainage at this end of the CMU.

The pump station sends stormwater to the stormwater holding tank, CT-1, which has a capacity of 436,000 gallons which, in turn, stores stormwater and feeds it back to a smaller stormwater tank (6,500 gallons), ASW-1, at the ADF for ultimate reuse as make-up water in the digestion process.

During storms of higher intensity, and when storage capacity is exceeded, stormwater can bypass the pump station and baker tanks, and flow by gravity to the landfill’s northern sedimentation basin. The capacity of this basin is not known to WG at this time, but a preliminary estimate is approximately 10 acre-feet (3.25 MG). This sedimentation basin overflows to a creek discharge. These discharges are regulated under the SWRCB’s Industrial General Permit(IGP)¹. Runoff from the CMU is included in

¹ Order WQ 2014-0057-DWQ, General Permit for Storm Water Discharges Associated with Industrial Activities, Amended and Adopted November 2018.



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WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

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these discharges which has caused difficulty in meeting the requirements of the IGP as well as the Composting General Order.²

As constructed, the northern sedimentation basin does not include provisions for separating flows from the CMU and surface runoff from the landfill slopes. Therefore, water is commingled in this basin creating the potential for water quality degradation as the CMU runoff may include high-strength leachate from the composting operations. Conveyance of CMU runoff to the northern sedimentation basin is allowable as long as all compost is covered on the deck, all asphalt surfaces are swept, and the runoff to the basin is sampled at CMU compliance sampling location, CW1. Currently the basin operates with continuous low-flow discharge via floating skimmers to the downstream watercourse and overtops during larger storm events which may lead to permit violations when water quality parameters exceed IGP limits.

Composting operations at the CMU are regulated under the Composting General Order which requires management of stormwater run-on and containment of runoff resulting from the 25-year, 24-hour rainfall event. At this location, this design storm amounts to 7.79 inches of precipitation. Preliminary runoff estimates indicate runoff from the CMU paved surface produces 3.3 acre-feet of runoff volume (1.1 MG). Runoff flows up to this size storm event from the CMU must be contained onsite under the Composting General Order; however, after storage capacity is reached, runoff may be discharged as described above.

The County has reported deficiencies in the CMU's drainage and pump system design which lead to stormwater runoff overflows to the northern sedimentation basin and ultimate discharge to the receiving creek which may result in water quality violations. The County has requested an engineering evaluation to provide recommendations for improvements to the CMU stormwater system.

During our site visit, the County indicated that best management practices (BMP) implementation has been difficult to implement as frequently as needed and that a new covered aerated static pile system is being implemented for composting operations aimed at protecting the windrows from stormwater and wind.

Wallace Group's scope will include development of a preliminary design memorandum and a 30 percent design as described in the next section.

² General Waste Discharge Requirements for Commercial Composting Operations, SWRCB Order WQ 2020-001-DWQ, April 2020.



SCOPE OF SERVICES

Task 1.1: Project Management

Wallace Group will conduct oversight and management of the engineering evaluation, scheduling, staffing resources, and correspondence with the County. Based on the schedule presented below, we assume a project duration of approximately six months. Three virtual meetings, including one kickoff meeting, with the County of one hour duration each are assumed under this task.

Task 1.2 Field Review of Facilities

This task includes time and travel expenses for the January 10 site visit for one engineer needed to review existing facilities. We assume up to one additional site visit may be required to complete the scope of services; the project manager and project engineer would attend that site visit.

Task 1.3 QA/QC

Wallace Group will provide in-house quality assurance and quality control of project research, data, calculations, and the deliverable memorandum by senior or principal engineers within our firm.

Task 1 Deliverables:

- Meeting Agendas (PDF)
- Meeting Minutes (PDF)

Task 2: Preliminary Design Memorandum

Under this task, we propose to develop a preliminary design memorandum (PDM) to be used to inform subsequent engineering design of improvements to the CMU stormwater management system. The memorandum will address:

1. Background document/permit requirement review
2. CMU yard drainage system evaluation including drainage inlets and conveyance pipes
3. Pump station design evaluation
4. Berm and sump recommendations for paved area surrounding the pump station and densimetric separator (D-Table)

In addition, it will address system redundancy, pump capacity, solids management, and potential containment improvements (e.g., berms and sumps). Automation and controls improvements currently being implemented by the County will be summarized in the memorandum. The memorandum will consider future landfill settlement as affecting the CMU drainage system and proposed improvements.

Wallace Group will conduct a background documentation review to further understand existing conditions and permit requirements. Wallace Group will request facility as-built drawings, basis of design/technical reports, and topographic survey data of existing grade (supplied in Civil 3D .dwg format)³. The memorandum will include design criteria

³ We assume recent site topographic data in DWG format are available for use with minimal processing required.



and parameters for the stormwater conveyance and storage system and will compare to those established at similar facilities (if that information can be made available). The evaluation will use the permit requirements to assess the existing conditions and identify deficiencies which may lead to non-compliance.

This evaluation will be dependent on a hydrological evaluation to assess runoff volume and flow rates generated at the CMU. Wallace Group understands that this evaluation is being performed by a third-party consultant. Wallace Group will obtain the 25-year, 24-hour design flow from the analysis performed by others. Storms with return periods exceeding the design standard shall be routed to existing overflow pathways.

The scope will focus on hydraulic evaluation of the CMU yard drainage system and associated pump station and their abilities to manage the runoff produced at the CMU. Hydraulic evaluation of facility drainage facilities outside or downgradient of the CMU is not included in this analysis. Similarly, stormwater storage analysis is also excluded as we understand it is being performing by others The pump station should be able to convey flows to the stormwater holding tank without the need to bypass to the northern sedimentation basin for flows up to the 25-year, 24-hour storm to meet the requirements for onsite containment.

The PDM will summarize findings of this assessment and produce recommendations for improving physical infrastructure.

Deliverables:

- Draft Preliminary Design Memorandum (PDF copy)
- Final Preliminary Design Memorandum (PDF copy)

Task 3: Preliminary (30%) Design

After development of the preliminary design memorandum, Wallace Group will develop 30 percent design drawings. Design will be based on the design criteria, storm drain pipe alignment and diameters, materials, and equipment selection as outlined in the preliminary design memo.

This deliverable will include a 30% plan set (plan view only) and engineer's estimate of probable cost. This design will be used as the basis for final engineering design by the County under a future scope of work.

Task 3 Deliverables:

- 30% drawings (PDF)
- 30% estimate of probable cost (PDF)

SCHEDULE

The County submitted a revised Notice of Intent and Interim Technical Report to the Regional Water Quality Control Board (Water Board) in February 2024. In response, the Water Board issued a letter outlining a June 1, 2024 completion date for a revised Water and Wastewater Management Plan (developed by the County) and an October 2024 completion date for facility infrastructure improvements. Infrastructure improvements to be completed by October 2024 which and considered in Wallace Group's proposed scope of work include:



1. Installation of a berm across the driveway and sump pump to manage runoff from the D-table and baker tank area
2. Reconstruction of CMU conveyance pipes.
3. CMU Baker tank pump maintenance and evaluation.

Other improvements enumerated in the letter, but outside of Wallace Group's work scope include:

- Installation of isolation valves, flow meters, and totalizer
- Installation of remotely operated bypass valve connected to SCADA
- Replacement of the bypass valve with a butterfly valve
- Installation of an auto-sampler
- Asphalt repairs.

A project schedule was developed considering the October 2024 deadline for improvements outlined above and is provided below. It is based on a 5-month duration with an assumed NTP date of April 15. Based on this schedule, the target completion date would be August 16 for completion of drawings which the County would use for implementation of items numbered 1 through 3 above. This date would allow 75 days for construction of these improvements by October 31. Should the NTP date differ, the schedule completion date will shift based on the same projected duration.

| Task | Duration (calendar days) | Start Date | End Date |
|---|-----------------------------|------------|-----------|
| NTP | | - | 4/15/2024 |
| Draft Design Memorandum & 30% Documents | 67 | 4/15/2024 | 6/21/2024 |
| County Review | 21 | 6/21/2024 | 7/12/2024 |
| Final Design Memorandum & 30% Documents | 35 | 7/12/2024 | 8/16/2024 |

TO BE PROVIDED BY THE CLIENT

- Facility as-built drawings
- Basis of design reports
- Topographic survey data (Civil 3D .dwg format)
- O&M Manuals, SOPs
- Technical reports describing operations of the landfill stormwater management system, including the CMU sub-system
- Annual compliance reports for the IGP and Composting General Order

PP24-8032
County of Santa Barbara
March 21, 2024
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ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Permitting and environmental review
- Final engineering design drawings/construction documents
- Permit-required reporting services
- Site topographic survey, or topographic data processing for development of existing grade surfaces
- Stormwater storage analysis and design
- Electrical/power service evaluation
- Services not explicitly outlined under the scope of work.

PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$65,481 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

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County of Santa Barbara
March 21, 2024
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We want to thank you for this opportunity to present our proposal for engineering consulting services. If you would like to discuss this proposal in greater detail, please feel free to contact me or the project manager, Greg Hulburd.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal/Director of Water Resources
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
cg: PP24-8032, 2024, std
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.



**Exhibit A
Standard Billing Rates**

Engineering, Design & Support Services:

| | |
|--|-------------------------|
| Assistant Designer/Technician | \$120 |
| Designer/Technician I - IV | \$125/\$135/\$145/\$155 |
| Senior Designer/Technician I - III | \$165/\$172/\$179 |
| GIS Technical Specialist..... | \$160 |
| Senior GIS Technical Specialist | \$170 |
| Associate Engineer I - III | \$135/\$145/\$155 |
| Engineer I - IV | \$170/\$175/\$180/\$185 |
| Senior Engineer I - III | \$200/\$205/\$210 |
| Director | \$220 |
| Principal Engineer/Consulting Engineer | \$245 |
| Principal..... | \$270 |

Support Services:

| | |
|--------------------------------|-------------------|
| Office Assistant | \$110 |
| Project Assistant I - III..... | \$120/\$125/\$135 |

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee’s typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **65,481**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

CONTRACTOR has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR.

Nothing contained in the indemnity provisions shall be construed to require CONTRACTOR to indemnify COUNTY, against any responsibility or liability in contravention of California Civil Code 2782 and 2782.8.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance except for Professional Liability and Worker's Compensation, primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.