

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Water Agency, a political subdivision of the State of California (hereafter COUNTY) and Wallace Group having its principal place of business at 612 Clarion Court, San Luis Obispo, CA 93401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Dennis Gibbs at phone number (805) 739-8781 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Phil Reimer at phone number (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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Mr. Thomas D. Fayram, Santa Barbara County Water Agency, 130 E. Victoria Street, STE 130, Santa Barbara, CA 93101

To CONTRACTOR: Mr. Phil Reimer, Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 December 3, 2013 and end performance upon completion, but no later than June 30, 2014 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

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

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

ATTEST:

TERRI MAUS-NISICH
CLERK OF THE BOARD

SANTA BARBARA COUNTY WATER AGENCY:

By: _____
Deputy

By: _____
Chair, Board of Directors

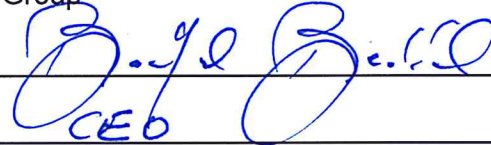
Date: _____

RECOMMENDED FOR APPROVAL:

By: 
Scott D. McGolpin, Public Works Director

CONTRACTOR:

Wallace Group

By: 
Title: CEO

APPROVED AS TO FORM:

DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER


By: 
Risk Management

EXHIBIT A
STATEMENT OF WORK

November 5, 2013

Mr. Dennis Gibbs, P.H.
Senior Hydrologist
Santa Barbara County Water Agency
620 West Foster Road
Santa Maria, California 93455

Lake Cachuma Area Capacity Survey Final Scope

Dear Mr. Gibbs:

Wallace Group is excited about the opportunity to provide Survey services for the Lake Cachuma Area Capacity Survey. Based on our discussion, the following Final Scope of Services has been prepared for your approval:

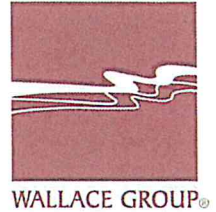
PROJECT UNDERSTANDING

Lake Cachuma is an artificial lake located in the Santa Ynez Valley in Santa Barbara County. The Lake is located on the Santa Ynez River adjoining the north side of California State Route 154. The reservoir was created by the construction of Bradbury Dam, a 201-foot earth structure built by the U.S. Bureau of Reclamation in 1953. The water from the Lake serves several cities downstream including Santa Ynez Valley and south coast as well as farming in the Lompoc area. Its surface area covers 3,100 acres with a maximum design capacity of 205,000 acre-feet. The Lake captures storm runoff from approximately 416 square miles of water shed area. Lake capacity is currently limited due to sediment flux from the Zaca Creek Fire along the Santa Ynez River and its upstream tributaries. It is projected that Cachuma Lake has capacity to supply water to its customers for up to seven years; however, the recent dry spell along with the sediment in the lake may have reduced Lake Storage capacity. The Santa Barbara County Water Agency is interested in re-evaluating the extent of sediment accumulation and recalculating area-capacity. We have teamed with Fugro Marine Surveys and C&C Aerial Mapping in order to provide expertise in every dimension of the Survey.

PROJECT TEAM

Phil Reimer, PLS, CFedS - Phil serves as the Director of Surveying and has over 30 years of land survey experience, including biannual Bathymetric Surveys for Avila Bay. His experience also includes public and private boundary surveys, American Land Title Association (ALTA) surveys, topographic surveys and construction staking. He oversees the survey staff on projects ranging in scale from small lot surveys to large private developments and regional public projects. Phil holds registration in the State of California, Nevada and Arizona, and is a Certified Federal Surveyor. Phil will manage the project from start to finish, including scheduling of all phases of work. He will also manage the field crews for Survey Control and will supervise AutoCAD and GIS production. He can be contacted by phone at (805) 544-4011, cell (805) 550-7249 or email at philr@wallacegroup.us

Robert Lafica, (ASPRS) - Robert has successfully planned, scheduled and executed numerous photogrammetric projects over the past 18 years. He has extensive experience in the utilization of Airborne GPS for planning large project using the CORS network to minimize panels and reduce cost. He has implemented a total digital solution at C&C Aerial Mapping Services replacing analytical instruments with full digital softcopy workflow which allows C&C to use the latest digital photogrammetric cameras, creating seamless



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

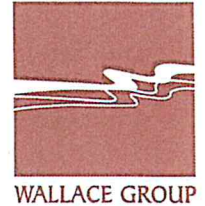
WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

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F 805 544-4294

www.wallacegroup.us



integration with GIS 3D analyst. Robert will supervise and oversee all phases of compilation, editing and orthophoto production. He will also be responsible for review and final editing and preparation of orthophotos. He has considerable mapping experience with Santa Barbara County, including 2008 Lake Cachuma Survey and 2012 Twitchell Lake Aerial Survey. Because of his broad knowledge in computer hardware and software, He is able to troubleshoot and resolve software and hardware issues. He has improved the Editing software by programming custom lisp routines expediting editing and compiling time and continually keeping up with the newest technologies by attending the industries conferences and workshops offered.

Eddie Stutts, ACSM, Certified Hydrographer, ACSM No. 224 - Eddie is the operations manager for the Fugro Pelagos offshore survey division located in Ventura, California. He has more than 30 years of experience in managing and conducting hydrographic, oceanographic, geophysical, and construction survey projects. Eddie is an experienced hydrographic surveyor having worked on and supervised numerous projects both in the U.S. and worldwide, including 2008 Lake Cachuma Bathometric survey. His experience includes field management of programs for site characterization and covers, installation, data collection, data analysis, and presentation of bathymetric, marine geophysical and positioning data.

SCOPE OF SERVICES

Task 1: Survey Control

- Wallace group will provide a control network for each phase of work. The survey control will conform to the horizontal and vertical datum of the 2008 survey stated to be NAD83. We will further measure key control in NAD 27 for preparing a project transformation for use in providing reports in NAD 27 and NAD 83. The control survey will consist of aerial panels as required for aerial mapping, and base control network required for bathometric survey. We will measure key spot elevations for verifying relative precision of Aerial Survey mapping. We will prepare a survey report outlining the method and details of the control survey. Survey methods and procedures will conform to Santa Barbara County Survey Standards.

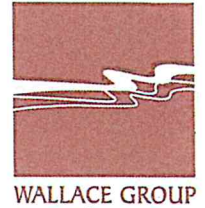


Task 2: Bathymetric Survey & Mapping

The survey will be conducted by Fugro using multi-beam and single-beam bathymetric survey technology along with RTK GPS positioning integrated with a computer navigation system.

We will collect multi-beam bathymetry data where water depths are 10 feet or more within the proposed survey area with our 27' survey vessel mobilized with an R2Sonic Multibeam swath bathymetry system using precise Real Time Kinematic (RTK) GPS positioning. The RTK system will be referenced to on shore survey control providing real-time vertical and horizontal positioning making the use of a water level gauge unnecessary.

In areas where water depths are 10 feet to 3 feet we will use our 17' skiff mobilized with an Odom CV100 single-beam bathymetry system using precise Real Time Kinematic (RTK) GPS positioning system as used for the multi-beam data acquisition phase.



The multi-beam swath bathymetry system will provide **complete bottom coverage** throughout the survey area where water depths are greater than 10 feet and single-beam coverage in water depths less than 10 feet and greater than 3 feet. Survey line spacing and orientation for single-beam bathymetric data acquisition will be determined onsite depending on existing conditions such as layout and size of area to be surveyed, however a minimum of 100 foot spacing between lines will be maintained with soundings at a minimum of one every foot. We will utilize HYPACK, for positioning and multi-beam/single-beam bathymetric data acquisition.

Water level data will be determined from the RTK GPS system established near the survey area based on survey control. Using the RTK system will provide water surface elevation; and the bathymetric survey provides depth of water continuously throughout the survey and eliminates inaccuracies associated with water level gauge measurements.

We will conduct the survey operations from Fugro's 17-foot skiff and 27-foot purpose built survey vessel. The vessels will be fully outfitted at our facility in Ventura and transported to the work site ready for deployment by the hydrographic survey crew.



17' skiff



27' survey vessel

Expected survey accuracies are as follows:

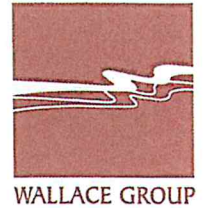
- Horizontal position accuracy at the surface will be within a centimeter and values recorded to the hundredth of a foot.
- Vertical measurement accuracies will be ± 0.2 ft. within water depths less than 20 feet and ± 0.5 ft. within water depths greater than 20 feet as stated in the USACE Hydrographic Manual EM 1110-2-1003 general criteria and accuracy estimates section.

Task 3: Aerial Survey & Mapping

This portion of the project will be flown utilizing airborne GPS, constrained to ground survey and will be executed using softcopy digital stereo plotters. The mapping scale will be 1"=100 feet with 2-foot contour interval. This project will consist of mapping from the 760 elevation contour interval down to the current reservoir water level.

Task 4: Mapping Volume Calculations

We will prepare a three-dimensional ground surface model of the reservoir Using GIS 3D Analyst from which the water surface areas for each contour interval can be extracted. These areas will be utilized in preparing tables showing Elevation versus Capacity. Using ESRI Spatial Analyst, we will generate area capacity tables (at 0.10 intervals) from 601 feet to 760 feet elevation (NGVD 29 Equivalent). We will interpolate volumes at each 0.01



of a foot of elevation. We will provide a report containing updated area-capacities for the reservoir and quantification of current and past influx of sediment into the reservoir, utilizing past Survey models. Digital copies of the tables and survey reports will be delivered to Santa Barbara County for your use in preparing a final report, along with GIS Layers of the DTM.

Deliverables:

- Survey Report (six (6) signed hard copies, plus a PDF copy)
 - Capacity Tables
- Sealed/signed mapping showing contours at 1"=100 feet on 24"x36" sheet (six (6) signed hard copies, plus a PDF copy)
- Computer files, including:
 - Drawing file containing mapping and contours
 - Drawing file containing Seamless Surface Digital Terrain Model (DTM)
 - GIS DTM Model
 - Bathymetric survey data stored as ASCII text file (x,y,z format)
 - Multi-beam Bathymetric data will be provided in x,y,z format at a 15 foot grid (one sounding every 15 feet throughout the surveyed area)
 - Single-beam Bathymetric data will be provided in x,y,z format along each transect line with one sounding at a minimum of every 15 feet along that line
 - ASCII text files of Survey Control
- Seamless Color Digital Orthophoto 1' Pixel resolution, tiled in to manageable file sizes

SCHEDULE

We understand that the current dry spell has raised concerns over the actual volume of the Lake. We will make every attempt to accelerate the work schedule in order to provide a timely and useful report. We anticipate completion of survey field work no later than January 6, 2014, unless inclement weather prevails. We anticipate providing a rough draft of the reports by January 31, 2014 and Final Reports February 17, 2014. We will work with the Santa Barbara County Water Agency and all stakeholders to obtain access to the site in preparation for Survey, and look forward to immediate responses from the agency and neighboring property owners, in order to meet aggressive timelines. Timelines are based on approval by and Notice to proceed work no later than

TO BE PROVIDED BY THE CLIENT

- 2008 Survey data and reports
- 2008 developed rating table (complete)
- 2008 DTM
- Access to Lake Cachuma
- Contact information for neighboring Land Owners

PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services for a fixed fee According to the Budget Summary, Attached. These fees are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Schedule of Fees (Exhibit A) provided.

Wallace Group Team Resource Estimate for the																
PROJECT NAME																
BUDGET SUMMARY																
PHASE/TASK	TASK DESCRIPTION	DIRECTOR	SENIOR ENGINEER	SENIOR CAD DESIGNER	ONE MAN SURVEY CREW	TWO MAN SURVEY CREW	SENIOR LAND SURVEYOR	CLERICAL	C&C Aerial Survey	Fugro Bathymetric Survey	10% Markup	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	COST \$	TOTAL
		HRS \$161	HRS \$156	HRS \$148	HRS \$190	HRS \$220	HRS \$156	HRS \$73	HRS	HRS	HRS	Cost	HRS	\$	\$	
200	Survey Control					24							24	\$5,280	\$5,280	\$5,280
201	Volume Calculations and Area Tables	20					100						120	\$18,820	\$18,820	\$18,820
203	Bathymetric Survey											\$63,505			\$63,505	\$63,505
204	Aerial Survey											\$42,586			\$42,586	\$42,586
	SUB-TOTALS	20				24	100					\$106,091	144	\$24,100	\$130,191	\$130,191
	WALLACE GROUP LABOR COSTS	\$3,220				\$5,280	\$15,600								\$24,100	\$24,100
	WALLACE GROUP DIRECT COSTS														\$106,091	\$106,091
	SUBCONSULTANTS TOTAL COSTS															
	SUBCONSULTANT OVERHEAD @															
	TOTAL															\$130,191

Task Budgets may fluctuate within Overall Budget

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$130,191**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$13,019.10**.
- C. 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **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 and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- F. 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.

ATTACHMENT B1

Schedule of Fees Personnel Hourly Rates

Surveying Services:

Prevailing Wage

Surveying Assistant I - III	\$ 69 - \$ 87	
GIS Tech	\$ 82	
GIS Specialist	\$128	
Senior GIS Specialist I-III	\$137 - \$143	
GIS Manager	\$148	
One-Man GPS/Robot Survey Crew	\$160	\$190
Two-Man GPS Survey Crew	\$243	\$266
Two-Man Survey Crew	\$190	\$220
Three Man Survey Crew	\$272	\$323
Survey Associate I - V	\$105 - \$131	
Land Surveyor I - IV	\$133 - \$148	
Senior Land Surveyor I - IV	\$151 - \$161	
Director of Surveying	\$161	

Administrative Services:

Office Assistant	\$ 45
Administrative Assistant I - V	\$ 67 - \$ 83
Financial Analyst I - II	\$ 87 - \$110
Senior Financial Analyst	\$128

Direct Expenses:

Reimbursement of direct expenses incurred in connection with the project scope of work will be invoiced to the client. A handling charge of 15% may be added to the direct expenses listed below. Direct expenses include, but are not limited to the following:

- travel expenses (automobile/lodging/meals)
- professional sub-consultants
- county/city fees
- document copies
- long distance telephone/fax
- postage/delivery service
- special materials
- blueprints
- photographs

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month (18% per annum) will be assessed on all balances that are thirty days past due.

Fee Revisions:

Wallace Group reserves the right to revise our Schedule of Fees on a semi-annual basis, and also to adjust hourly prevailing wage rates (up or down) as the State establishes rate changes. As authorized in advance by the client, overtime on a project will be billed at 1.3 times the normal employee's hourly rate.

Personnel Classifications:

Wallace Group may find it necessary to occasionally add new personnel classifications to our Schedule of Fees.

Mileage:

Wallace Group charges \$0.60 per mile.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D