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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** with an address at **612 Clarion CT, San Luis Obispo, CA 93401** (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

Erin Maker (EMaker@countyofsb.org) at phone number **(805) 568-3561** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Valerie Huff** (valerieh@wallacegroup.us)and **Bill Callahan** (billc@wallacegroup.us) 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	**Matt Griffin, County of Santa Barbara – Project Clean Water, 130 E. Victoria Street, STE 200, Santa Barbara, CA 93101**
To CONTRACTOR:	**Kari Wagner, Wallace Group, 612 Clarion CT, San Luis Obispo, CA 93401**

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 **July 7, 2026** and end performance upon completion, but no later than **June 30, 2027** 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.

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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.

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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.

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. 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

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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.

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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.

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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. **ECEDENCE**

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.

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

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

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Sneddon
Public Works Director

By: DocuSigned by: Chris Sneddon 67CEC4FE68B848C...

CONTRACTOR:

Wallace Group

By: DocuSigned by: Kari Wagner 6B87026129B14E0...
Authorized Representative

Name: Kari Wagner

Title: Principal

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Signed by: Johannah Hartley C156A3EB83F7454...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Signed by: James Munro 02BA147EF6A84DE...
Deputy

APPROVED AS TO FORM:

Marisa Kahn
Risk Manager

By: Signed by: Marisa Kahn 53A8AAB798BA4D7...
Risk Management

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EXHIBIT A

STATEMENT OF WORK

PROJECT UNDERSTANDING

The Santa Barbara County Flood Control & Water Conservation District provides plan checking services for post-construction stormwater compliance on behalf of Project Clean Water. From time to time, the County may seek assistance with plan checking services for compliance with post-construction stormwater requirements. As Wallace Group has been pre-qualified by the County to provide professional services for Flood Control Engineering and Water Quality Planning and Engineering, the County may request that Wallace Group provide engineering support for these plan checking services. Plan checks will include review of discretionary projects that have already been issued Condition Letters by the County.

The County of Santa Barbara is also requesting that Wallace Group conduct stormwater inspections in conjunction with the semi-annual FOG inspections conducted for the Laguna County Sanitation District (LCSD). For the purposes of this proposal, it is assumed that semi-annual inspections will be performed at each of LCSD's approximately 87 Food Servicing Establishments (FSEs). Inspections will be conducted based on criteria outlined in the County-supplied inspection form titled *Illicit Discharges and Exposure to Storm Water*.

SCOPE OF SERVICES

Task 1: Plan Checking

Task 1.a. Plan Checking Services
We understand that the County may request assistance from Wallace Group for plan check services, with individual projects to be reviewed under a master purchase order. If we can meet the County's required schedule, we will take on the requested tasks.

Plan check services may include the following items, as needed:

- Review Stormwater Control Plans and other items submitted by the project applicant.
- Review plans for items relevant to post-construction stormwater requirements.
- Redline markups of the plans and Stormwater Control Plan for each round of reviews.
- A memorandum summarizing plan check comments.
- Teleconference meetings between Wallace, Flood Control and/or the project applicant.
- Response to questions from the project applicant.

Plan checks will be in accordance with the County provided Conditions Letter, the County Stormwater Technical Guide, the Central Coast Regional Water Quality Control Board Post-Construction Requirements, and the Standard Conditions for Project Plan Approval (edition as identified in conditions letter).

We anticipate that plan check services performed by Wallace Group will be managed by either Valerie Huff or Alex Murray, both registered engineers in our Water Resources Department. Kari Wagner, Principal/COO at Wallace Group, will act as Principal in Charge. Resumes for Valerie, Greg, and Kari are attached. Also attached is a project cut-sheet for plan checking services that describes our experience providing plan check services.

Task 1.b. Stormwater Calculator Revisions
Wallace Group will also support the County with revisions to the existing excel-based SCM calculator. Revisions will include updates of runoff surface types and runoff curve numbers, for consistency with the County Stormwater Technical Guide. Our fees are based on providing up to ten (10) hours of support for revisions.

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Task 2: Stormwater Inspections

Task 2.a. Project Coordination
This task includes oversight and management of our stormwater inspection services, including correspondence with the County, scheduling, coordinating staffing resources, and QA/QC review process. We do not anticipate the need for a kick-off meeting with the County for this fiscal year.

Task 2.b: Inspections
Wallace Group will conduct semi-annual inspections at each Food Servicing Establishment. Inspections are conducted at approximately 85 FSEs within the District service area (Exhibit A). Inspections will consist of the following items:

- Complete an inspection form based on the Illicit Discharges and Exposure to Storm Water inspection form for every FSE visited to document the site conditions and good housekeeping practices with respect to prohibited discharges to area storm drains.
- Take photographs with title description and date documenting site conditions. Photos will be taken to establish baseline conditions for each facility on the initial site visit and when new facilities are permitted through the LCSD FOG Program. Photos will also document observed violations as needed on an ongoing basis.
- Discuss with the FSE owner or manager the outcome of the inspection and obtain their signature, providing them a copy of the inspection report form. Answer questions about the inspection form.
- Provide and discuss County Storm Water BMP and Storm Water Education brochures to FSE as needed, based upon outcome of inspection.
- Follow-up and relay to the County any active or potentially significant discharges found at the facilities within 24 hours of inspection by phone or email, including transmittal of photographs.
- Submittal of Storm Water Inspection Reports which will include:
    - A summary of significant violations, sites visited, and photographs of active and potential discharges; and any significant violations needing to be addressed by the County.
    - Copies of all inspection report forms for the month.
    - Inspection Reports will be transmitted to the County in the first two weeks following the reporting period.

Facilities will be visited twice per year in conjunction with LCSD FOG Control inspections. Wallace Group anticipates approximately .50 hours per site during these inspections with approximately 6 additional hours annually included for facilities requiring more time.

Task 2.b. Deliverables:
- Inspection Reports, PDF via email
- Excel spreadsheet with inspection notes included with each report

TO BE PROVIDED BY THE CLIENT

- Final of inspection form *Illicit Discharges and Exposure to Storm Water*.
- Education and Outreach materials - Storm Water.

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ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services; however, they are not included in the current Scope of Services or estimate of fees:

- Additional follow up on violations.
- Development of additional inspection and educational materials.
- Additional meetings with County staff.

PROJECT FEES

Wallace Group will perform engineering services in accordance with the attached Standard Billing Rates - Attachment B1.

The project fees are shown allocated by task to indicate our expected distribution of work. However, the task fee allocations are not individual contract limits.

Wallace Group will perform the services denoted in the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate is that over the fiscal year 2026-27, our fees will not exceed $38,140. Reimbursables for stormwater inspections including copies of inspection forms and mileage are included in the estimated fee amount stated above.

Task	Fee
1.a Plan Checking	$25,000.00
1.b Calculator Revisions	$2,000.00
2.a. Project Coordination	$1,140.00
2.b Inspections	$10,000.00
Total	**$38,140.00**

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 revised notice-to-proceed.

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EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **$38,140**.

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. 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.**

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 DESIGNATED 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 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.

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ATTACHMENT B1

WALLACE GROUP®

Standard Billing Rates

Engineering, Design & Support Services:

Assistant Designer/Technician	$133
Designer/Technician I - IV	$137/$147/$157/$167
Senior Designer/Technician I - III	$178/$185/$192
GIS Technical Specialist	$172
Senior GIS Technical Specialist	$184
Associate Engineer I - III	$145/$155/$165
Engineer I - IV	$184/$189/$194/$199
Senior Engineer I - III	$217/$225/$232
Director	$236
Principal Engineer/Consulting Engineer	$264
Principal	$290

Surveying Services:

Party Chief	$197
Party Chief (*Prevailing Wage)	$250
Instrument Person	$138
Instrument Person (*Prevailing Wage)	$150
Associate Survey Technician	$130
Survey Technician I - IV	$145/$150/$160/$165
Land Surveyor I - III	$176/$186/$196
Senior Land Surveyor I - III	$205/$210/$215
Director	$236
Principal Surveyor	$264
Principal	$290

Planning Services:

Associate Planner I - II	$119/$129
Planner I - IV	$145/$155/$165/$175
Senior Planner I - III	$180/$185/$190
Director	$217
Principal Planner/Consulting Engineer	$232
Principal	$290

Landscape Architecture Services:

Associate Landscape Designer I - II	$114/$124
Designer I - IV	$129/$134/$139/$144
Landscape Architect I - IV	$153/$158/$163/$168
Senior Landscape Architect I - III	$174/$179/$184
Director	$202
Principal Landscape Architect	$222
Principal	$290

Wallace Group 2026 Standard Billing Rates

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Construction/Program Management and Inspection Services:

Construction Office Tech I-III	$129/$139/$149
Construction Inspector I-IV	$155/$160/$165/$170
Senior Construction Inspector	$175
Construction Inspector (*Prevailing Wage)	$185
Assistant Construction/ Program Manager I - II	$170/$175
Construction/ Program Manager I-III	$180/$185/$190
Senior Construction/ Program Manager I - II	$200/$205
Assistant Resident Engineer I - II	$180/$185
Resident Engineer I-III	$190/$195/$200
Senior Resident Engineer I-II	$210/$215
Director	$235
Principal Construction Manager	$261
Principal	$290

Public Works Administration Services:

Project Analyst I - IV	$129/$139/$149/$159
Senior Project Analyst I - III	$165/$170/$175
Senior Environmental Compliance Specialist I - III	$180/$185/$190

Support Services:

Office Assistant	$125
Project Assistant I - III	$135/$140/$150

***Prevailing Wage**:
State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

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.

Wallace Group 2026 Standard Billing Rates

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EXHIBIT C
Indemnification and Insurance Requirements For Professional Services

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY and any and all of its officers, officials, employees, agents, and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this agreement. CONTRACTOR's duty to defend shall consist of reimbursement of defense costs incurred by COUNTY including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. CONTRACTOR's duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY's sole negligence.

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

As part of the consideration of this Agreement, 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 and Limit 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 and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 05 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: ISO Form CA 00 01 covering any auto (Symbol 1), or if CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars ($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 limits no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*

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4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the CONTRACTOR's profession, with limits no less than Two Million Dollars ($2,000,000) per occurrence or claim, Two Million Dollars ($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 applicable insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, 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. Coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).
2. **Primary Coverage** – For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
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 affect 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.

Self-Insured Retention – Self-insured retentions (SIRs) must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

Claims Made Policies – If any coverage required is written on a claims-made coverage form:

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

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purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Umbrella or Excess Policy - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

Acceptability of Insurers – Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best's rating of no less than A: VII, unless otherwise acceptable to the COUNTY.

Verification of Coverage – CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents 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 COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

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.

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.