

AMENDED AND RESTATED
AGREEMENT
FOR PROFESSIONAL SERVICES FOR
ENVIRONMENTAL CONSULTANTS/
CONTRACTORS BETWEEN
THE CITY OF SALINAS AND THE CITY
OF SALINAS AND WALLACE GROUP



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**AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES FOR
ENVIRONMENTAL CONSULTANTS/CONTRACTORS BETWEEN
THE CITY OF SALINAS AND WALLACE GROUP**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 18th day of October 2022, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **Wallace Group**, a **California Corporation**, (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she or it is professionally trained, experienced, and competent to perform the special services which will be required by this Agreement and services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional currently practicing under similar circumstances in the same or similar locality; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall be deemed to have commenced on July 1, 2022, and shall terminate on June 30, 2023, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit B and B1**. The total amount of compensation to be paid under this Agreement shall not exceed **Six hundred thirty-three thousand two hundred forty-nine dollars (\$633,249)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;

- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and
- (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Steve Carrigan, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless.

Consultant shall indemnify, and hold City and its officers, and employees harmless, but not defend, from and against any and all liability, claims, damages arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant applicable federal, state or municipal law or ordinance in connection with negligent, recklessness or intentional wrongful acts or omission of Consultant, its employees, subcontractors or agents, or on account of the negligent performance or character of the work, performed in breach of the applicable standard of care, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify the City, against any responsibility or liability in contravention of Civil Code 2782.

11. Insurance.

Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Exhibit A hereto.

12. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit,

and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's rates shown in **Exhibit B** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

- (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
- (2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

- (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred

by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material. The Consultant may retain an archival copy of the confidential information, to the extent necessary to comply with Law or archival policies.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding

shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Kari Wagner, PE
Principal
612 Clarion Court
San Luis Obispo, CA 93401

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

- Christopher A. Callihan, City Attorney or
- Rhonda Combs, Assistant City Attorney

CONSULTANT

By:Kari Wagner

Its: Principal

Exhibit A- Insurance Requirements for Environmental Contractors and/or Consultants

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Errors & Omissions, coverage should be maintained for a minimum of five (5) years after Contract completion, if commercially available.

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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limits 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 limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor’s Pollution Liability (“PLL”) and/or Asbestos Pollution Liability and/or Errors & Omissions:** Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Forms CG 20 10, CG 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. For any claims related to this project, **the Consultant's insurance coverage, except for Professional Liability and Workers Compensation, shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Salinas, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

B. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of Agreement of work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.
3. 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 Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractor's PLL policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractor's PLL shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractor's Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Consultant shall furnish the City with original certificates of insurance and amendatory endorsements, or copies of the applicable insurance policy language effecting coverage required by this contract and a copy of the Declarations and Endorsements page of the policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Consultant hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Consultant by virtue of the payment of any loss. Consultant 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 City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Salinas is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as ISO CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibits B and B1

[Scope of Service; Compensation]

SCOPE OF SERVICES

Wallace Group proposes the following scope of services, based on the City's Request for Proposals (RFP) for the Sanitary Sewer Master Plan update and outline scope requested. We look forward to discussing the scope of work with the City.

Task 0: Project Management and Meetings

Task 0.1: Project Management and Coordination

This Task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, Client coordination, monthly status updates, and other related project management activities. This Project Management Budget is based on an overall implementation schedule of 12 months.

Task 0.2: Kick-off Meeting and Field Review of Facilities

We will coordinate and attend a kick-off meeting with key Team members and City staff. This is a very key meeting, and as such, even with the COVID-19 Pandemic, this is planned to be an in-person meeting. On or before the meeting, we will provide the City with a list of information needs. We will prepare the meeting agenda and minutes for this meeting. This meeting will focus on scope of work, schedule, deliverables, and other components of the project so that the project direction is agreed upon by the Team members in advance. We will request that any items that may be of importance for the completion of the report be provided to us at the time of the kick-off meeting. Following the kick-off meeting we will tour the City's collection system facilities, including lift stations to gain a better understanding of the operations and constraints. This is also a great opportunity to talk with the collection system operators to better understand their concerns about how the collection system functions and identify known problem areas.

Task 0.3: Review and Progress Meetings

To ensure coordination with the City throughout the project duration, we will attend monthly meetings (via Zoom). The budget is based on a total of 12 meetings through the duration of the proposed schedule. Meetings may be adjusted as to frequency based on need and will be coordinated with the City as the Project progresses. We will prepare the meeting agenda and minutes for these meeting. For efficiency, we will schedule milestone meetings to coincide with the monthly meetings. We recommend the milestone meetings be in person to discuss the City's comments on the deliverables. We will also be available for additional meetings at the request of the City on a time and materials basis.

Task 0.4: City Council Meetings

We will attend two City Council meetings to review the Sanitary Sewer Master Plan Update, one meeting to present the draft Master Plan Update, and the second meeting to present the final Master Plan Update and to answer any final questions Council may have. We will prepare a Power Point presentation for both City Council meetings.

Task 0.5: QA/QC

Wallace Group and respective subconsultant team members will provide in-house quality assurance and quality control (QA/QC) at the various milestone stages. The QA/QC will be conducted by senior or principal engineers within the respective firms.

Task 0.0 Deliverables:

- Email documentation of meetings, information needs/request, and pertinent project coordination correspondence including monthly status updates (PDF only).
- Council Power Point Presentations

Task 1: Document Review and Data Collection

Task 1.1: Document Review and Data Collection

We will review the existing 2011 Sanitary Sewer System Master Plan, and details of the existing sanitary sewer system:

1. Review scope of services with City staff and review relevant documents, including but not limited to:
 - Sanitary Sewer Management Plan (SSMP)
 - Sewer Rate Study
 - Salinas General Plan
 - Economic Development Element
2. Review City's sanitary sewer records to identify recent improvements constructed.
3. Coordinate with the City to obtain future development plans.
4. Review the City's closed-circuit television (CCTV) inspection videos, maintenance records, and meet with City staff to identify areas of concern regarding sewer mains (both gravity and force) and pump stations. The proposed budget for CCTV review is based on an assumed one hundred thousand miles (100,000 LF) of CCTV video to be reviewed, with an associated review cost of \$0.50/LF (or \$2,640 per mile). The review of CCTV video includes documenting observations and problem areas, which will be summarized in the Sewer Master Plan Update, and conditions of problem areas will be documented per NASSCO designations, and included in the CIP ranking matrix for development of CIP recommendations. This unit cost can be used to adjust the task budget based on actual CCTV footage to be reviewed.
5. Meet with City staff to review development plans and all relevant documents.
6. Collect and review asset management including:
 - Force Mains in the Sanitary Sewer Collection System
 - Lift Stations within the Sanitary Sewer Collection System
 - Identify gaps in data, including pipe diameter, location, flow direction, material, sewer MH invert, etc.
 - Recommend a strategy to obtain missing data
 - Work with GIS personnel to determine optimal method(s) to add any missing asset subcategories

Task 1 Deliverables:

- Description and general inventory of the sanitary sewer system based on review of plans, reports, studies, and field inspections (PDF only)
- Technical Memorandum summarizing sewer video review, based on NASSCO designations (PDF only)
- Technical Memorandum including GIS Data Gap analysis for the Sanitary Sewer Collection System (PDF).

Task 2: Field Effort and GIS Update

Task 2.1 Survey Sanitary Sewer Manholes

Wallace Group will survey the rim elevations of each sewer manhole to be modeled (based on 750 manholes) and dip the manhole to obtain the invert elevation (invert in and invert out) of the flow lines. Wallace Group

will also take pictures of each of the manholes, which would then be included in the GIS database (see Task 2). Based on photos and visual observation from ground surface, we will ascertain pipe material. It is requested that the City assist Wallace Group with locating the manholes and providing traffic control as needed in high traffic areas. This assistance greatly increases the efficiency of the survey work. Wallace Group can provide outside assistance for traffic control for an additional cost, not currently included in the cost proposal.

Optional Task 2.1A: Wallace Group will locate the remaining 2,575 sewer manholes throughout the City's collection system and provide rim elevations using a handheld GPS unit. This information can then be incorporated in the GIS database (see Task 2). This effort will not provide invert elevations, pipe diameters, pipe material, or manhole condition information. Costs for this effort are not currently included in the fee estimate.

Task 2.2 Lift Station Assessment

Wallace Group, in conjunction with Fluid Resource Management (FRM), will conduct evaluations of the City's eleven lift stations. FRM will coordinate with the City operations staff. FRM will provide a Cal-OSHA confined space entry permit and perform such confined space entry to evaluate the wet well for visible signs of corrosion and "wear and tear", and will make recommendations if a structural investigation of the wet well is warranted based on observation. We will evaluate the condition of piping and internal components, document the size of the wet well/pumping station, approximate depth and size of inverts, perform a pump draw down test and determine approximate flow from each pump, perform full load amperage and Meg-ohm readings on each motor, verify automation of controls, evaluate the electrical system for possible deficiencies/code violations, document the pumps and motors make/model number, pull and inspect the pumps for signs of wear and tear including inspecting pump seals and fittings, electrical components for code violations, evaluate the pump seals, fittings, and overall condition, and perform a pump test to determine approximate flow, and measure amperage/power draws to check for signs of pump motor concerns. We will evaluate the system's ability to meet existing and future demands based on the pumping capacity and will provide the City with lift station upgrade recommendations. It is expected that the review of the 11 lift stations will be conducted over a period of 4 consecutive days. We will request that the City provide operations staff intimately familiar with the details and history of the lift stations, and to operate equipment during the inspection/testing. We assume that access to each lift station will not require traffic control services. We will review the assessment information from FRM and provide recommendations for upgrades to the lift stations. We will summarize the findings of the lift station assessment in the Preliminary Findings Memorandum.

Task 2.3: In-Line Flow Monitoring

Wallace Group will develop a flow monitoring program (FMP) in support of calibrating the hydraulic model of the sanitary sewer system. The flow monitoring plan will consider the areas to be monitored, including consideration of monitoring some or all the seven flow-splits/diversions. The flow data will evaluate average flow rates and representative diurnal flow patterns throughout the City including in/out of all pump stations, and to assist in the review/identification of average flow rates for residential (single and multi-family), commercial, hotel/motel, and apartment land uses. We will draft the flow monitoring plan, with meter locations and methodology to be reviewed and approved by the City.

As part of the FMP, we will work with US3 to review site conditions of the potential monitoring sites, assuring they are hydraulically suitable for accurate flow monitoring measurements. We will also query the City to determine if the City has specific sewer reaches they desire to be monitored, for instance an area suspected to have flow capacity concerns or may otherwise be a "HMA" of concern, or a specific sewer reach that would be indicative of SFR, MFR, hotel, commercial flows. Findings of the site review will be considered and included in this FMP for review and approval by the City. The site documentation shall include, at a minimum, a location map with address, digital photographs of the site, pipe size, channel condition, flow characteristics, site

drawings, and pictures of surrounding area. The Site assessments will also identify traffic control and safety issues.

Once the FMP is approved, Wallace Group will proceed with the in-line Flow Monitoring, to be provided in conjunction with US3. The FMP is based on an assumed total number of 14 monitoring stations, with a total duration of 60 calendar days at each location which will include both wet weather and dry weather flows. As discussed in the Approach Section of our Proposal, we will review and monitoring upcoming weather conditions to maximize chances of capturing significant rainfall events during the wet-weather season monitoring interval.

Task 2.4 Update GIS Database

Based on survey data collected in Task 2.1, Wallace Group will update the City's GIS database. Wallace Group will also utilize data collected in Task 1 to incorporate any new developments and upgraded sewer mains that are not already included in the GIS database.

Optional Task: Wallace Group can prepare atlas maps of the sewer collection system that can be used by operation's staff. Costs for this effort are not currently included in the fee estimate.

Optional Task: Wallace Group can assist the City in updating the GIS database with record information including videos, drawings, inspection reports, etc. This task will only be completed if there is remaining budget in the contract.

Task 2 Deliverables:

- Updated GIS Database with survey information (electronic)

Task 3: Wastewater Flow Characteristics and Projections

Task 3.1: Existing and Future Sewer Flow Estimates

We will develop unit flow factors in order to better project wastewater flows from future developments and calibrate the sewer model using existing wastewater flows. These unit factors will be developed for development types including residential, multi-family, commercial, industrial, hotels and other factors. We will request from Cal Water, water meter records/bills that will be used to evaluate usage from the various types of developments. Using actual water use data will provide the most accurate projection of wastewater generation unit factors, especially for residential and hotel units. Water demand data will be evaluated for a minimum of 12 months in order to assess indoor water demands (which generate wastewater flows) versus outdoor water demands (which do not generate wastewater flows). We will also use population and density information from the City's General Plan, Specific Plans, and other planning documents provided by the City, to project future build-out (15-year planning horizon) population and wastewater flows. As part of this scope of services, Wallace Group will not project population to build-out; we will rely on the City's planning documents and 2018 AMBAG population projections, and we will request City staff to confirm future population projections to be used in the master plan. Total metered flow data (at the Monterey One Water lift station), along with existing population data, will be used to calculate per capita wastewater flows, which will in turn be used to project future wastewater flows.

Task 3.2: Preliminary Findings Memorandum

We will compile all the information reviewed and gathered under Tasks 0, 1, 2, and 3.1 and prepare a Preliminary Findings Memorandum stating our findings.

Task 3 Deliverables:

- Preliminary Findings Memorandum - Three hard copies and one electronic pdf copy

Task 4: Develop and Calibrate Sewer Model

Task 4.1: Develop and Calibrate Sewer Model

We will utilize survey data collected in Tasks 0, 1, 2, and 3 for use in the Innovyze sewer modeling program (InfoSWMM). We will model the collection system under dry and wet weather conditions for the existing and future loadings. We typically will only model the trunk sewer mains (typically 10-inch and larger), with some exceptions. The exception would be 6- or 8-inch trunk mains that collect or carry a reasonable amount of wastewater either under existing or future conditions. We will provide an electronic copy of the sewer model at the end of the project.

Using flow data collected in the Field Investigations, we will model simulations for dry and wet weather flow conditions for existing and future (build-out) development scenarios. We will use the model results to identify locations in the wastewater system that have hydraulic capacity constraints under existing and future flow conditions, peak dry weather and wet weather flow conditions, based on the criteria developed for the 2011 report.

Based on the flow monitoring data obtained, we will provide the City with general observations of tributary areas exhibiting signs of I/I. Based on this observation, we will recommend areas for further I/I investigation.

Deliverables:

1. The consultant shall provide the City a new hydraulic model that includes, but is not limited to:
 - a. Manhole and pipe segment identification numbers in accordance with City-specified naming convention, manhole invert elevation for all pipes and rim elevation
 - b. Pipe size and material
 - c. Pipe flow estimates for peak dry and wet weather flows, resulting d/D ratios, and available capacity based on City specified d/D ratios
2. Provide all data files necessary to recreate, calibrate, and adjust the model in the future by selected firm or third parties.

Task 5: Develop Capital Improvement Program

Task 5.1: Develop Capital Improvement Program

Using data collected during Field Investigations, and the modeling efforts of Task 4, we will develop a Sanitary Sewer Capital Improvement Program (CIP) recommending short-term (5-year) and long-term (15-year) improvements necessary to maintain a desired level of service for the City's sanitary sewer assets such as mainlines, manholes, and pump stations. We will also provide one additional Program focused on Development induced improvement recommendations. These upgrades are required to be completed when development occurs, which the timing may not be known. The CIP will include the following:

1. Condition Assessment
 - a. Review CCTV inspections and provide a summary table for conditions of the City's sanitary sewer assets using Sewer Service Company's (NASSCO) Pipeline Assessment and Certification Program (PCAP).
 - b. Identify the useful life and value of the existing sanitary sewer collection system assets. Pipe materials of existing sanitary sewer mains include high-density polyethylene (HDPE), Acrylonitrile-Butadiene-Styrene (ABS), vitrified clay (VCP), cured-in-placed liner, and polyvinyl chloride (PVC).
 - c. Establish the asset values and recommended year-to-year replacement costs of aging infrastructure. The remaining useful life of assets shall be assessed by the Consultant using projected-useful-life tables, decay curves, or recent condition assessment studies.

- d. Recommendation of Improvements:
 - 1) Identify improvements (or improvement programs such as regularly scheduled condition monitoring programs) necessary to meet the Consent Decree's requirements and the City's desired level of service.
 - 2) Develop prioritization criteria and ranking matrix to utilize when prioritizing recommended improvements. Criteria should account for:
 - i. Probability of failure based on condition of facility.
 - ii. How critical the facility is to system operations (i.e., ramifications of failure).
 - iii. Potential I/I reduction.
 - iv. Cost of facility failure (including social and environmental costs in addition to hard costs of repairs).
 - 3) Recommend a replacement and rehabilitation methodology for all recommended improvements. The methodology should take into account the material, condition, age of facility, and sensitive environmental areas (such as creeks and industrial areas), and overall constructability.

Deliverables:

1. Documentation of recommendation decision based on established prioritization criteria. (Decision Matrix) – *See sample matrix in Additional Information Section*
2. Prepare construction cost estimates associated with all recommended improvements or improvement programs. Cost estimates shall include an analysis of costs related to general maintenance and facility (life cycle cost) vs costs related to additional capacity needs caused by growth.
3. Create a prioritized list of recommended improvements and improvement programs through 2035 with a detailed focus on near term critical projects through 2025.
4. Maps for each sewer trunk main collection zone, color coded to separate facilities that are:
 - a. Currently at or over capacity – High Priority
 - b. At or over capacity with currently approved projects – Background
 - c. At or over capacity upon full utilization of current City land uses - Buildout

Task 6: Development Impact Fee Nexus Study

Task 6.1: Development Impact Fee Nexus Study

Wallace Group will team with DTA to complete a Sanitary Sewer Development Impact Fee Nexus Study. This Task will not start until after the completion of Task 7.1. The following is the Scope of Work provided by DTA:

DIF Study

DTA, in collaboration with Wallace Group, would provide all-inclusive professional and technical support to the City in reviewing any existing City Sanitary Sewer DIF studies related to General Plans, Specific Plans, and the Capital Improvement Program ("CIP") and preparing a comprehensive review of required impact fee levels documented in the formal Nexus Study prepared under California Government Code Sections 66000 *et seq.* and 66013 *et seq.*, which governs water capacity and connection fees charged to new development and/or redevelopment.. DTA's Final Report would present a fee methodology that satisfies the "rational nexus" tests used by the courts to determine the legality of development exactions. Having been subjected to legal and developer scrutiny, DTA has developed a streamlined approach and methodology that establishes a rational and substantial nexus between new development and the need for public facilities.

The Scope of Work has been devised to include all tasks necessary to create a fee program for the City that complies with California Government Code Sections 66000 *et seq.* and 66013 *et seq.* in concert with the

jurisprudence developed by various Federal district and State courts. DTA's General Counsel regularly reviews State and Federal legal and administrative opinions, regulations, and statutes that might affect or modify DIF Nexus Studies in California.

Work products stemming from the work plan described in this section will include:

- A memorandum ("memo") summarizing the fee methodology options; and
- The Draft and Final Administrative Reports.

Task A.1 – Development of Project Strategy and Kickoff Meeting

DTA staff will meet with City staff in a project kickoff meeting to finalize the details of the project, deliverables, timetables, and tasks, discuss the best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final schedule, discuss the public process, determine information to be provided by City staff, and resolve other concerns, as appropriate. Prior to the kickoff meeting, DTA will review City documentation relating to the existing Fee Study and pertinent impact fees as outlined by the City.

Task A.2 – Develop Population and Dwelling Unit Projections

DTA will compile and document existing and future population and development estimates for the City. The projections resulting from this task will ultimately calculate fee levels. This task comprises two subtasks.

Subtask A.2.a – Population Projections

DTA will gather existing information on present and future population for the City from various sources, including City staff, the General Plan, existing Master Plans, the U.S. Census, the Association of Monterey Bay Area Governments ("AMBAG"), the State Department of Finance, and from other data sources, including the City's CIP.

Subtask A.2.b – Conduct Entitlement Research and Projections

DTA will coordinate with the City Community Development Department to determine existing and future residential and non-residential development within the City over the planning horizon (**5 years**, or otherwise). To complete this subtask, DTA will:

- Review the General Plan/CIP and related plans to determine expected development land use patterns in the City;
- Assess City records to identify existing entitlements for dwelling units and commercial/industrial development; and
- Project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections through 2035, or such other target year as selected by City staff.

Task A.3 – Identify Sanitary Sewer Facility/Capital Needs and Levels of Service

This task entails the review of the facilities and capital needs required to serve new development in the study area projected in Task A.2. DTA will use existing City materials [and any relevant Developer's Facilities Report(s)] as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plan or CIP. This task will require close coordination with all appropriate City departments.

Subtask A.3.a – Survey/Interview City Staff

DTA shall survey/interview City staff to review projected facilities in the City, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask A.3.c. Based upon the results of the surveys and interviews, DTA will verify and, if appropriate, expand the list of new facilities found in the General Plan/CIP to be included within the fee program for the City.

Subtask A.3.b – Facilities List

Based on the information collected in Subtask A.3.a, DTA shall prepare a facilities needs list that details the new facilities and equipment to serve new development in the City.

Subtask A.3.c – Review Cost Estimates

DTA's engineering and technical staff will, as necessary, consult with City department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, apply inflation and cost-of-living escalators to the list of projected public facilities to determine future costs, review and/or refine existing cost data, examine major sources of revenue to fund the construction of new public facilities, and provide a proportional estimate between projected costs for new facilities and predicted revenue from mitigation fees and other sources.

Task A.4 – Develop Methodology for Calculating New Sanitary Sewer Impact Fee Amounts

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. There are two critical issues that must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of AB 1600. Since fees of any sort can be controversial, it is critical that any fee established be legally defensible.

DTA's Fee Study methodology must meet the nexus or benefit requirements of AB 1600, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. In order to impose a fee as a condition for a development project, the methodology must identify the purpose of the fee, ascertain the use to which the fee is to be put (if the use is financing public facilities, the facilities must be identified), determine how there is a reasonable relationship between the fee's use and type of development project on which the fee is imposed, and establish how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is being imposed.

Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task will be documented in the Final Report.

Deliverable: Memo Summarizing the Fee Methodology Options

Task A.5 – Determine Fee Levels

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task A.2, facilities needs and costs determined in Task A.3, and methodology selected in Task A.4.

Subtask A.5.a – Calculate Recommended Fee Amounts

DTA shall calculate fees for the City by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work will be done in a spreadsheet format that can be updated annually.

DTA will also evaluate this data in comparison to surrounding cities, such as the Cities of Capitola, Hollister, Marina, Monterey, and Seaside, so as to arrive at comparable and palatable fee levels.

Subtask A.5.b – Document Fee Derivation

DTA shall document the methodology utilized for the fee calculation model in such a way that it can be understood by the City and public. DTA shall prepare written statements documenting the validity of the methodology for deriving each of the fees for the City.

Task A.6 – Prepare Draft and Final Reports

This task entails the preparation of the Draft and Final Reports for consideration by the City Council and City staff. Based on the work completed in Tasks A.1-A.5, DTA will prepare the Draft Report for review and consideration by City staff. The Draft Report will be prepared pursuant to the applicable regulatory standard(s) and is expected to include an executive summary, population projections, a facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current. DTA will subsequently prepare the Final Report for presentation to the City Council and City staff based on the incorporation of City staff comments and concerns on the Draft Report.

Deliverable: Draft and Final Reports

Task A.7 – Attend Meetings and Public Outreach

This task entails attendance at a total of two (2) meetings/workshops, including the kickoff meeting, with the City Administrator (or similar), other City staff, focus groups, stakeholders, and the City Council to present information regarding the status of the impact fee program, draft study, and Final Report to obtain input. DTA will also be prepared to lead meetings and workshops with selected groups to gain better project understanding, gauge community sentiment, and determine the key objectives.

During these meetings, DTA will consider community and stakeholder input. For this purpose, DTA will develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft. DTA will also prepare and distribute updated information, as necessary, to facilitate discussion in Focus Group Meetings in which DTA is unable to attend.

We anticipate that all meetings will be conducted via Zoom or another online meeting software. In-person attendance at any meetings shall depend on State guidelines and guidance from the CDC.

OPTIONAL TASK: DTA can prepare a Sanitary Sewer Rate Study as an Optional Task. This optional task is not currently included in the fee estimate.

Task 7: Draft and Final Sanitary Sewer Master Plan Update

Task 7.1: Draft Sanitary Sewer Master Plan Update

Upon completion of Tasks 1-5, Wallace Group will prepare the Draft Sanitary Sewer Master Plan Update. At a minimum, the report shall include the following:

1. An Executive Summary (To be provided in the Final Report only)
2. Colored maps that are clear, easy to understand, and of professional quality of the City's sanitary

sewer system, identified deficiencies, and locations of proposed improvements

3. Summary of existing sewer system
4. Population projections and sewer demand summary
5. Documentation of modeling methodologies and assumptions
6. Technical information, analysis, and discussion of results for each task making use of charts, graphs, and figures of professional quality to clearly and efficiently convey the information, findings, and conclusions
7. Justification for recommended improvements to be accomplished
8. Sanitary Sewer Capital Improvement Plan
9. Other supporting documentation

Task 7.2: Final Sanitary Sewer Master Plan Update

Upon receiving written comments from the City and discussion at the City Council, Wallace Group will prepare the Final Sanitary Sewer Master Plan Update..

Deliverables:

- Submit five (5) printed copies and 1 digital copy in pdf format of the Draft Sanitary Sewer Master Plan report to the City to review and comment
- Submit five (5) printed copies and 1 digital copy in pdf format of the Final Sanitary Sewer Master Plan report to the City

Amendment to Scope of Services

Additional Scope Items and Associated Fees

Wallace Group has been working with the City of Salinas on the completion of Sanitary Sewer Master Plan Update since February 2021. Wallace Group is amending the following task items (task numbers are per the original contract):

- Task 2.3: Additional flow monitoring locations - Wallace Group added three additional flow monitoring locations based on updated GIS maps that were provided to Wallace Group.
- Task 1.1, 2.1, 3.1, 3.2, 4.1: Wallace Group included analysis of three areas outside the current city limits and limits of the sewer model proposed in the original scope of work per the City's request.
- Task 5.1 and 7.1: In addition to the development of capital improvement projects for the hydraulic deficiencies identified through the hydraulic model, the City requested to also prepare a CIP program for the operations and maintenance related deficiencies. These deficiencies were mapped and a cost table was prepared.
- Task 2.2: The level of effort anticipated for development of the CIP program for the City's 11 lift stations was significantly more effort than anticipated during the scope development and budgeting process due to verifying needs and information on each of the lift stations and the available data to be used in the evaluation.

These additional scope items will be completed on a not-to-exceed basis of \$45,000.



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