

County of Orange
OC Waste & Recycling

MA-299-24011085
SWT Engineering, Inc.

CONTRACT

THIS CONTRACT, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-299-24011085 by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and **SWT Engineering, Inc.**, a State of California Corporation hereinafter referred to as “A-E” or “Contractor,” which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County requires professional services to accomplish projects and/or services (“Projects/Services”) as described in MA-299-24011085 Scope of Work for Zone 4 Phase B Groundwater Composite Liner Project Design for the Prima Deshecha Landfill, hereinafter referred to as “Attachment A,”; and

WHEREAS, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. GENERAL

1.1. Retainer

- 1.1.1. County does hereby retain A-E to perform the Projects/Services as required by this Contract.
- 1.1.2. A-E has offered, and County has accepted, the professional services of Michael A. Cullinane, PE and A-E shall assign him/her to the Projects/Services.
- 1.1.3. A-E may employ special consultants/contractors for the accomplishment of the Projects/Services specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these Projects/Services.
- 1.1.4. Consultants/contractors may be substituted and/or added by mutual Contract of A-E and the Director of OC Public Works or his designee, hereinafter referred to as “Director”.
- 1.1.5. A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this Contract. However, all consultants/contractors independently contracting with County shall be independently liable to County for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with County.

1.2. Projects/Services

1.2.1. Description of Projects/Services

- a. Project/Services to be performed by A-E shall consist of the work as specified herein and as required in Attachment A, attached hereto and incorporated herein by reference. If in the event Attachment A shall be in conflict with any provision of this Contract, the wording as set forth in Attachment A shall prevail.

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- b. A-E shall be responsible for submitting all Projects/Services to County in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any Projects/Services not meeting this requirement will be returned to A-E prior to review by County.

1.2.2. Design Criteria and Standards

All Projects/Services shall be performed in accordance with instructions, criteria and standards set forth by the Director.

1.2.3. Scheduling

- a. Concurrently with the work of the Contract, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from County, A-E shall submit to County two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of Projects/Services assignments. A-E schedule shall include required County review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b. A-E shall allow at least five (5) working days for County review of progress work schedule. In planning work, A-E should anticipate and allow ten (10) working days for County review of each submittal required in Attachment A.
- c. A-E shall meet on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d. Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e. A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f. In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

1.3. Assistance by County Staff

- 1.3.1. County shall assign an appropriate staff member to work with A-E in connection with the work of this Contract. Said staff member's duties will consist of the giving of advice and consultations, assisting A-E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A-E or County's staff warrant attention, and all other duties as may be described in Attachment A.

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- 1.3.2.** All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4 Term and Maximum Compensation

The term of this Contract shall commence upon Board of Supervisor approval or upon execution of all necessary signatures, whichever occurs later, and continue for 42 months from issue of the Notice to Proceed, with a **MAXIMUM AGGREGATE ALLOWABLE COMPENSATION OF [One Million Nine Hundred Eighty-Nine Thousand One Hundred Sixteen Dollars (\$1,989,116.00)]**, except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

- 1.5.1.** For the Projects/Services authorized under this Contract, A-E shall be compensated in accordance with the following:

- 1.5.2.** For completion and approval of all Projects/Services where “Extra Work” (defined as changes in approved portions of the Project/Services required by and ordered in writing by Director which changes constitute a change in or departure from said approved portions of Projects/Services) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as “Attachment B”, attached hereto and incorporated herein by reference.

- 1.5.3.** Where Extra Work is authorized for Projects/Services:

- a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by Director. If this Contract is not approved by the Board of Supervisors, any change that increases the cumulative Contract price beyond \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, whichever is less.
- b. A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.

- 1.5.4.** For partial completion of work of Projects/Services followed by default on part of A-E:

- a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b. For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of Projects/Services by others, be entitled to receive compensation based on approved work of Projects/Services not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by County of the non-approved work; provided, however, that if the cost to County to complete the contract exceeds the amount specified herein, A-E shall be liable to County for such excess costs attributable to A-E's breach of the Contract.

2. LABOR

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2.1 Non-Employment of County Personnel

2.1.1 A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of County in professional classifications of the same skills required for the performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

2.1.2 Nothing in this Contract shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Contract. Anything in the Contract which may appear to give County the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

2.2 Non-Discrimination

2.2.1 In the performance of this Contract, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2.2.2 A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.

2.3 Employee Eligibility Verification

2.3.1 A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A-E shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

2.4 Independent Contractor

2.4.1 As referenced in Section 2.1.2 of this Contract, A-E shall be considered an independent contractor.

2.4.2 Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through County.

2.5 Conflict of Interest Contractor Personnel

2.5.1 The A-E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the A-E; the A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and Projects/Services hereunder.

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2.5.2 A-E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

2.6 Labor Code Notice

2.6.1 All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this Contract qualifies as "public works".

3. INSURANCE

3.1.1 insurance at A-E's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. A-E agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.

3.1.2 A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this Contract shall be covered under A-E's insurance as an Additional Insured, or carry insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

3.1.3 All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from A-E. If A-E is self-insured, A-E will indemnify the County for any and all claims resulting or arising from A-E's services in accordance with the indemnity provision stated in this Contract.

3.1.4 If the A-E fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.co
2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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3. The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for or scheduled, non-owned, and hired vehicles	\$1,000,000 combined owned single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Professional Liability Insurance	\$3,000,000 per claims-made or occurrence \$3,000,000 aggregate
Pollution Liability (Optional coverage to be required when hazardous materials are involved.)	\$1,000,000 per claims-made or occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

A. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on occurrence basis Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

B. Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state ***As Required by Written Contract***.
2. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that A-E's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***the County of Orange, its elected and appointed***

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officials, officers, employees, and agents, or provide blanket coverage which shall state **As Required by Written Contract**.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement naming **the County of Orange, its elected and appointed officials, officers, employees, and agents** as Additional Insureds.
2. A primary non-contributory endorsement evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, A-E, including the transportation of hazardous waste, hazardous materials, or contaminants.

If the A-E's Professional and/or Pollution Liability policy(ies) is/are a claims-made policy, A-E shall agree to the following:

1. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, A-E must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

All insurance policies required by this Contract shall waive all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents** when acting within the scope of their appointment or employment.

A-E shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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County expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify A-E in writing of changes in the insurance requirements. If A-E does not provide copies of acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. INDEMNITY/COMPLIANCE

4.1 A-E shall indemnify, defend with counsel approved in writing by County of Orange, and hold harmless, the County of Orange, and their agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the County of Orange or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

4.2 All Projects/Services submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary, and A-E shall not assume that County of Orange will discover errors and/or omissions. If County of Orange discovers any errors or omissions prior to approving A-E's Projects/Services, the Projects/Services will be returned to A-E for correction. Should County of Orange or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's Projects/Services shall not be used as a defense by A-E.

4.3 Indemnification

4.3.1 A-E agrees to, indemnify, defend with counsel approved in writing by County of Orange, and hold County of Orange, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and County of Orange by a court of competent jurisdiction because of the concurrent active negligence of A-E and County of Orange or County of Orange Indemnitees, A-E and County of Orange agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this Contract.

4.4 Bills and Liens

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4.4.1 A-E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A-E shall not permit any lien or charge to attach to the work or the premises, **but if any does so attach, A-E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold County of Orange harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.**

4.5 Compliance with Laws

4.5.1 A-E represents and agrees that services to be provided under this contract shall fully comply, at A-E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County of Orange in its governmental capacity and all other laws applicable to the Projects/Services at the time Projects/Services are provided to and accepted by County of Orange.

4.5.2 A-E acknowledges that County of Orange is relying on A-E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A-E agrees that it shall defend, indemnify and hold County of Orange and County of Orange Indemnites harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.**

5. TERMINATION

5.1 Termination of Contract for Cause

5.1.1 If A-E breaches any of the covenants or conditions of this Contract, County shall have the right to terminate this Contract upon ten (10) days written notice prior to the effective day of termination.

5.1.2 A-E shall have the opportunity to cure the alleged breach prior to termination.

5.1.3 In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this County, which work has been reduced to plans or other documents, shall be made available to County.

5.2 Termination for Convenience

5.2.1 Notwithstanding any other provision of the Contract, County may at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) calendar days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

5.2.2 A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County.

5.2.3 County shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this County.

5.2.4 Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.

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- 5.2.5** A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination and shall require subcontractors to insert the same condition in any lower tier subcontracts.

5.3 Breach of Contract

- 5.3.1** The failure of the A-E to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, the County may:

- a. afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- b. discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c. offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the County.

5.4 Default

- 5.4.1** In the event any equipment or service furnished by the A-E in the performance of this Contract should fail to conform to the specifications therein within one (1) calendar year from the County's acceptance of the equipment or service, or any performance period specifically specified within the specifications or Contract, whichever is greater, the County may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this Contract and the actual cost to the County.
- 5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.
- 5.4.3** In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the A-E, any loss or damage sustained by the County in procuring any equipment or service which the A-E agreed to supply under this Contract shall be borne and paid for by the A-E.
- 5.4.4** Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the Projects/Services as agreed to herein, or otherwise substantially violating any provision of this Contract.
- 5.4.5** Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in this Contract.

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5.4.6 The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

6.1.1 A-E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the Projects/Services.

6.2 Award of Construction Contract and Other Future Contracts

6.2.1 A-E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and County policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A-E performed architectural-engineering services under this A-E Contract. A-E is hereby informed that these statutes and regulations could also prohibit the award to A-E of design or other contracts on future phases related to tasks performed by A-E under this Contract. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this Contract.

6.3 Amendments

6.3.1 No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

6.4 Successors and Assigns

6.4.1 The terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6.5 Entirety

6.5.1 This Contract contains the entire agreement between the parties with respect to the matters provided for herein.

6.6 Severability

6.6.1 If any part of this Contract is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall be given effect to the fullest extent reasonably possible.

6.7 Binding Obligation

6.7.1 The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

6.8 Governing Law and Venue

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6.8.1 This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

6.8.2 The Parties specifically agree that by soliciting and entering into and performing Projects/Services under this Contract, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all Projects/Services under this Contract is completed and continuing until the expiration of any applicable limitations period.

6.9 Intentionally Omitted

6.10 Ownership of Documents

6.10.1 All data, including but not limited to letters, reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A-E and/or anyone acting under the supervision of A-E pursuant to this Contract, shall become the property of County upon preparation by A-E and may be used by the County as it may require without additional cost to the County.

6.10.2 County shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A-E shall be held harmless for release of such data as may be prepared or created under this Contract to any third party. If A-E and/or anyone acting under the supervision of A-E should later desire to use any of the data prepared in connection with this Contract, A-E shall first obtain the written approval of County.

6.11 Confidentiality

6.11.1 All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this Contract shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of County, be used for any purposes other than the performance of the Projects/Services described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the Projects/Services.

6.11.2 Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential.

6.11.3 A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.

6.12 Publication

6.12.1 No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without

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prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

- 6.12.2** The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. A-E must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. A-E's are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

6.13 Records and Audit/Inspections

- 6.13.1** A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this Contract.

- 6.13.2** Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contract.

- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.

- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to County.

6.14 Notices

- 6.14.1** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.

- 6.14.2** Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

- 6.14.3** All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: SWT Engineering, Inc.
 800-C South Rochester Ave.
 Ontario, CA 91761
 Attn: Michael Cullinane

County of Orange
OC Waste & Recycling

MA-299-24011085
SWT Engineering, Inc.

Phone: 909-390-1328
E-mail: mac@swteng.com

For County: OC Waste & Recycling, Prima Deshecha Landfill
32250 Avenida La Pata
San Juan Capistrano, CA 92675
Attn: Kevin Oxford
Phone: 949-728-3042
E-mail: Kevin.Oxford@ocwr.ocgov.com

cc: OC Waste & Recycling, Procurement Services
601 N. Ross St, 5th Floor
Santa Ana, CA 92701
Attn: Nikki Aragon, CPPB
Phone: 714-834-3712
E-mail: nikki.aragon@ocwr.ocgov.com

6.15 Attorney's Fees

6.15.1 In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

6.16 Interpretation

6.16.1 Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract.

6.16.2 In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite having the opportunity to do so.

6.16.3 Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both.

6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived.

6.16.5 The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

6.17 Headings

6.17.1 The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

6.18 Acceptance

6.18.1 Unless otherwise agreed to in writing by County acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and

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tested to the satisfaction of County.

6.19 Changes

6.19.1 A-E shall make no changes in the work or perform any additional work without the County's specific written approval.

6.20 Assignment

6.20.1 The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of County. Any attempt by A-E to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

6.21 Changes in Ownership

6.21.1 A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Contract and to obtain the written approval of County of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of County. A-E agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

6.22 Force Majeure

6.22.1 A-E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A-E gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and A-E avails himself of any available remedies.

6.23 Calendar Days

6.23.1 Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

6.24 Title to Data

6.24.1 All materials, documents, data or information obtained from the County data files or any County medium furnished to the A-E in the performance of this Contract, will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the A-E after completion or termination of this Contract without the express written consent of the County.

6.24.2 All materials, documents, data or information, including copies furnished by County and loaned to A-E for his temporary use, must be returned to the County at the end of this Contract unless otherwise specified by the Director.

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6.25 Availability of Funds

6.25.1 The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the County to expend or as involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

6.26.1 A-E acknowledges that funding or portions of funding for this Contract may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Contract without penalty.

6.27 Contract Construction

6.27.1 The Parties acknowledge that each party and its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Contract by County. Pursuant to Section 4.3 "Indemnification", A-E shall indemnify and hold harmless County for any and all claims for damages resulting from Contractor's violation of this Section.

6.29 Usage

6.29.1 No guarantee is given by the County to A-E regarding usage of this Contract. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

6.30 Wage Rates

6.30.1 Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset

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Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6.31 Apprenticeship Requirements

6.31.1 The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

6.32 Registration of Contractor

6.32.1 All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

6.33 Payroll Records

6.33.1 Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

6.33.2 The requirements of Labor Code Section 1776 provide, in summary:

6.33.3 Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

6.33.4 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

6.33.5 The information contained in the payroll record is true and correct.

6.33.6 The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

6.33.7 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

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6.33.8 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

6.33.9 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

6.33.10 Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

6.34 Work Hour Penalty

6.34.1 Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

6.35 Apprentices

6.35.1 The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

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6.35.2 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

6.35.3 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

6.35.4 The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

6.36 Safety

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). AE shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

6.37 Levine Act Requirement

A-E agrees to comply with Government Code Section 84308. A-E further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by A-E, A-E's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.


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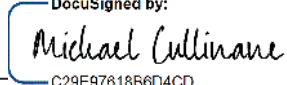
The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SWT ENGINEERING, INC.*:

**If Contracting party is a corporation the following signature requirement applies: First (1st) signature by the Chairman of the Board, the President or any Vice President.*

Michael Cullinane	President
Print Name~*	Title*
	04/17/2024
Signature*	Date*

***If Contracting party is a corporation the following signature requirement applies: Second (2nd) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

Michael Cullinane	Secretary
Print Name**	Title**
	04/19/2024
Signature**	Date**

***The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM

County Counsel

By 
Paul Albarian, Senior Deputy

04/22/2024
Date

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**ATTACHMENT A
SCOPE OF WORK
ZONE 4 PHASE B GROUNDWATER COMPOSITE LINER PROJECT DESIGN
FOR THE
PRIMA DESHECHA LANDFILL**

INTRODUCTION

OC Waste & Recycling's Prima Deshecha Landfill (Prima) is located at 32250 Avenida La Pata in San Juan Capistrano, CA, and opened in 1976. Prima features 1,530 total acres, with 697 acres for waste disposal. It is permitted for 4,000 tons per day (TPD) maximum and has a projected capacity to serve residents and businesses until approximately 2102.

The following Scope of Work is for the Design of the Zone 4 Phase B Groundwater Composite Liner Project at the Prima Deshecha Landfill. As part of this project, the A-E will update the current conceptual Phase B layout to increase the sequence refuse disposal capacity at Prima. Due to the increased tonnage at Prima, it is necessary to evaluate providing additional incremental capacity, along with expediting the design, permitting, and construction of this phase. Once a conceptual layout/configuration is agreed to by all Parties, the A-E will prepare construction drawings, technical specifications, design calculations, geotechnical engineering, and hydrology and hydraulics analysis all of which will be used in preparation of the Design Report. The Design Report will be used to obtain approval from the San Diego Regional Water Quality Control Board (SDRWQCB) for the composite liner development. As part of the design services, stockpile plans will be created to store the excavation materials for daily cover or other uses. It is anticipated that there will be some small landslide mitigation as part of this design; however, the goal of this project is to stay out of the larger Landslide C complex. Once a contractor for construction is selected, the A-E will provide construction engineering support.

TASKS

1.0 REVIEW EXISTING DATA (Anticipated duration: 1 month)

At the start of the project, the A-E will collect and review existing information pertinent to the project and prepare a detailed schedule through completion of the ten (10) tasks included in this SOW. Potential sources of information include the following:

- A. Geological and geotechnical characterization reports, hydrogeological reports, and slope stability reports.
 1. Historical landslide data.
 2. Planning-related constraints as contained in CEQA and NCCP documents.
 3. Historical aerial photographs of the site.
 4. Latest approved revisions and planned changes to the Joint Technical Document (JTD).
 5. Facility permits, including Waste Discharge Requirements (WDR) and Solid Waste Facility Permit (SWFP).

A number of geological, hydrogeological, and geotechnical investigations have been performed for Zone 4 development by various consultants. The principal investigations relevant to the proposed Zone 4, Phase B development include:

- GLA (2002) – geological, hydrogeological, geophysical, and geotechnical investigations in support of master plan development. These investigations included drilling and logging of 43 borings, excavation and logging of 62 test pits and

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test trenches, installation of 8 groundwater monitoring wells, and seismic reflection and seismic refraction surveys.

- GLA (2006) – geotechnical investigations for La Pata Avenue extension project including 4 core borings and one hollow stem boring to support reinterpretation of Landslide C geometry.
- Geosyntec (2010) – field investigations update program including drilling of 9 core borings, hollow stem borings, piezometer installation, slug testing of monitoring wells, fault trenching, and seismic refraction surveys.

In developing the scope of the current geotechnical program for Zone 4, Phase B, A-E is expected to review the geotechnical reports listed above. Existing data on the geology, groundwater, and geotechnical properties of subsurface materials from the investigations referenced above will be compiled and reviewed. The geologic and groundwater information will be compiled on a geologic map that will cover the footprint of the proposed expansion area and surrounding areas. When necessary, data gaps considered critical to slope stability evaluations and any landslide stabilization measures shall be addressed by proposed geotechnical investigations detailed below.

2.0 GEOTECHNICAL ENGINEERING (Anticipated Duration : 8 months)

Objectives of the Geotechnical Investigation

The goals of the geotechnical investigation are to identify and evaluate the geotechnical constraints and potential opportunities for additional development, so that recommendations for a feasible grading plan and any landslide mitigation, if needed, can be developed for the Zone 4, Phase B design.

Specifically, the objectives of this investigation are as follows:

- Compile available geologic and geotechnical data for the proposed expansion footprint and surrounding areas.
- Develop geologic maps and cross sections.
- Identify data gaps.
- Develop and implement a focused subsurface exploration (based on existing studies) and testing program to fill the data gaps and to address any critical issues related to stability of cut slopes including landslide stabilization and stability of refuse slopes.
- Perform laboratory testing on representative samples for engineering properties, shear strengths, and interface strengths for soil-geosynthetic interfaces.
- Perform engineering analyses to address any geotechnical constraints and develop geotechnical recommendations for phase development and mitigation measures.
- Prepare a geotechnical report that will serve as the basis for the detailed design of Zone 4, Phase B. This report will serve as an addendum to the previous overall Zone 4 geotechnical report.

The geotechnical engineering services will include geologic mapping, subsurface investigations, laboratory testing, instrumentation, slope stability analyses, preparation of a geotechnical report, and providing input to the grading plan development and design submittals.

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Subtasks

2.1 Geologic Mapping

The geologic and groundwater information from previous investigations will be compiled on a geologic map that will cover the footprint of the proposed expansion area and surrounding areas. Geologic cross sections will be developed through critical areas. This will include extending / updating relevant cross sections previously developed and developing new cross sections through areas of concern.

2.2 Subsurface Exploration

A limited subsurface exploration program will be implemented to independently verify the findings of previous geotechnical investigations and to target critical areas of concern for slope stability and landslide stabilization. Geotechnical investigation scope will include:

Procure Drilling and Well Construction Permits

Prior to commencement of subsurface exploration, a no-fee drilling and well construction permit, as needed, will be obtained from OC Health Care Agency for any inclinometers and piezometers that will be installed during the project.

Select and Stake Boring Locations

A site reconnaissance will be conducted to locate and stake field exploration locations and identify possible access routes to the exploration locations. Most locations are anticipated to be accessible by the drilling and support equipment proposed for the project. However, OCWR will be requested to arrange access to locations deemed to be inaccessible during staking.

Continuous Core Borings

For the purposes of the current cost estimate, we have assumed a total of 8 - 10 continuous core borings. Continuous core borings by air rotary coring rig will be drilled to provide lithologic, structural, and groundwater data, and to allow installation of inclinometers and vibrating wire piezometers. Hollow stem auger borings may be drilled in some locations in lieu of the coreholes.

Inclinometer casing and a vibrating wire piezometer will be installed in some selected coreholes located within landslide limits. Some of the coreholes will be developed into standpipe piezometers. The inclinometers and piezometers that are located outside the limits of proposed grading, and those that are located within areas of observed/suspected landslide movement will be left in place for continued long-term monitoring. The remaining coreholes will be abandoned after the completion of downhole geophysical logging.

Downhole geophysical surveys using acoustic and/or optical borehole viewers will be conducted in all of the coreholes prior to installation of inclinometer or piezometers.

The viewer instrument is lowered to the bottom of the corehole and records a continuous image of the bedrock exposed in the corehole sidewall as the instrument is pulled out. The orientations of structural discontinuities (bedding and fractures) seen intersecting the sidewall in the images will be measured and analyzed, and the data presented as stereonet plots, frequency histograms and Rose diagrams.

Test Pits and Test Trenches

Shallow test pits and test trenches will be excavated, as necessary, and logged by an engineering geologist. Test pits/trenches will typically be 3 feet wide x up to 4 feet deep

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x up to 10 feet long. Representative bulk samples will be collected to determine their engineering properties and suitability for engineered fill, low-permeability layer, and operations layer materials for the proposed composite liner system.

2.3 Geotechnical Laboratory Testing

Representative drive samples, bulk samples and selected segments of core will be brought to the laboratory for geotechnical testing. The samples will be visually classified to verify field classification, and the following laboratory tests will be performed on selected samples. The results will be used to update the existing database of material parameters:

- Moisture and density.
- Soil Classification (Grain size distribution and Atterberg limits).
- Shear strength on samples of fill, bedrock, landslide debris, landslide plane materials, and weak planes.
- Consolidation tests on landslide debris and stockpile fill materials.
- Hydraulic conductivity for low-permeability layer material.
- Interface shear strengths for soil/geosynthetic interfaces for refuse slope stability.

2.4 Monitoring of Inclinometers and Piezometers

The inclinometers will be monitored and interpreted on a weekly or bi-weekly basis (depending on location) for a 3- to 6-month period or until casing deformation blocks passage of the inclinometer probe. More frequent measurements will be made at inclinometer locations exhibiting higher displacement rates. The inclinometer measurements will be made using a Durham Geo Slope Indicator, Inc. (DGSI) Digitilt Inclinometer Probe. The Vibrating Wire Piezometers (VWPs) and standpipe piezometers will be monitored concurrent with inclinometer measurements.

2.5 Data Analyses and Slope Stability Evaluations

Geologic cross sections will be developed through critical areas for cut and fill slope design and landslide remediation. Where appropriate, geologic cross sections previously developed for the area will be updated based on new information. Shear strength parameters for slope stability analyses will be based on the existing database of shear strength parameters, results of supplementary laboratory testing and back-analyses of existing landslides. The stability evaluations will cover proposed cut slopes, earthfill slopes, landslides buttress backcuts and buttress and stabilization fills. Stability analyses will include 2-dimensional limit equilibrium analyses and 3-dimensional analyses where warranted. Both static and seismic stability analyses will be performed.

The analytical tools that we plan to use for slope stability evaluation and for optimizing the slope design are listed below.

Analytical Tool	Function	Purpose
SLOPE/W	2-dimensional Limit Equilibrium Slope Stability	2-dimensional Slope Stability Analyses
SVSlope	3-dimensional Limit Equilibrium Slope Stability	3-Dimensional Slope Stability Analyses

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FLAC	Finite Difference Slope Stability/ Deformation analyses	Slope stability analyses when slope deformation patterns need to be evaluated
USGS Database	Seismic hazard analyses	Probabilistic and deterministic seismic hazard analyses
ProSHAKE or SHAKE2000	1-dimensional site response analysis	Seismic response of waste fill slopes under the design base ground

Slope stability analyses will also include interim and final refuse fill slopes. The analyses will be based on interface strengths for likely soil and geosynthetic materials to be used for Zone 4, Phase B composite liner system.

Results of the analyses will be compared with the global stability analyses performed by request of the SDRWQCB. Alternative options and recommendations will be developed in the event of any conflicts.

2.6 **Geotechnical Investigation Report**

Results of the geotechnical investigations, analyses and recommendations will be documented in a geotechnical recommendations report. The report will include, borehole logs, laboratory test data, geologic maps and cross sections, seismic hazard potential, subsurface geology and groundwater conditions, results of slope stability analyses and geotechnical recommendations addressing the following:

- Design and construction of cut and fill slopes and subgrade slopes for landfill cell expansion.
- Remediation of potential landslides, including unloading of headscarp, buttress and stabilization fills, buttress backcuts and installation of horizontal drains and other stabilization measures, as necessary.
- Compressibility of landslide debris left in place and potential impacts on liner integrity
- Suitability of excavated materials for use as low-permeability layer (LPL) and protective soil cover (PSC) materials.
- Handling of oversize materials.
- Design of final refuse fill slopes under static and seismic loading conditions.

The report will serve as the geotechnical basis for design of Zone 4, Phase B Groundwater Protection System and will be a part of the overall Design Report for the project.

2.7 **Meetings and Communication**

Through the course of geotechnical evaluations and input to the Zone 4 Phase B composite liner design, close coordination and meetings will be held with the A-E personnel and OCWR staff and any other A-E firms involved on the project. The meetings will be attended by the A-E Project Manager and Senior Geotechnical Engineering staff, as necessary. It is anticipated to have up to four in-person and eight Teams meetings as part of this scope.

3.0 **CONCEPT PHASE B ALTERNATIVE LAYOUTS** (Anticipated Duration: 2 to 3 months)

The A-E will generate a new preliminary design layout for the proposed Phase B GWPS,

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to maximize the phased disposal capacity while minimizing the excavation that has to be stockpiled. In addition to staying out of the Landslide C footprint as much as possible. A refuse fill plan will be developed for this layout/configuration of Phase B, along with refuse disposal capacity calculations. The A-E will also evaluate potential impacts of the Las Patronas Parkway extension along the southern and eastern boundaries of the Zone 4 area. The new preliminary design layout for the proposed Phase B GWPS will maintain a minimum 3% base gradient to the existing Phase A Leachate Collection and Recovery System (LCRS). This will be an interactive process with OCWR to obtain a balance between excavation to stockpile and refused disposal capacity needs. The A-E shall anticipate two or three excavations and refuse fill alternatives as part of this task. Once OCWR has concurred on the preliminary design, A-E will move onto Task 4.0.

Deliverables

- 2 or 3 Preliminary design layouts for OCWR staff's review.
- 2 or 3 Conceptual refuse fill plans.
- 2 or 3 Capacity calculations.
- Relative cost for alternatives.

4.0 PHASE B GROUNDWATER PROTECTION SYSTEM IMPROVEMENT PLANS (Anticipated Duration: 4 to 5 months)

The construction bid documents proposed herein will be used to solicit competitive bids for the Prima Landfill Zone 4 Phase B GWPS construction. The construction document package will include the following:

- Construction Plans and Details.
- Technical Specifications, including Construction Quality Assurance Plan.
- Bid schedule and Engineer's Cost Opinion/Estimate.
- County of Orange Standard Contract Language.

Subtasks

4.1 Prepare Phase B GWPS Construction Drawings

The construction drawings will include the following sheets showing the proposed design features for the next liner phase:

- Cover Sheet.
- Sheet Index Map.
- General and Construction Notes.
- Liner Subgrade Plan.
- Stockpile Plans.
- Subdrain System Plan.
- Liner System Grading Plan.
- LCRS Collection.
- Storm Water Control Structures, as needed.

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- Liner System Details.
- Cross Sections.

The A-E will complete the construction drawings for the construction of the proposed GWPS. The final construction-level design plans for the Phase B GWPS refuse disposal area will be prepared as outlined below.

Plan sheets will consist of a subgrade plan for excavation, subdrain system and placement of the two-foot-thick screened on-site compacted material for the low permeability liner component. Stockpile plans will be developed for the mass excavation of soil materials. The excavation and stockpile grading plans will be developed based on the conceptual design as part of Task 3.0 and the results of the geotechnical investigation, slope stability analysis, and any slope stabilization required. A-E will also prepare an HDPE/LCRS plan, which will show the LCRS system components along with the anchor trench location. Detail sheets will also be provided including cross sections, enlarged and cross-referenced on the plan sheets.

This task includes providing post-report geotechnical input to the Design Team. Initially, geotechnical input will be provided during development of conceptual plan (Task 3.0) to determine if the proposed design meets the requirements of slope stability and required factors of safety (FOS). Any modifications to the grading plans, if implemented during the subsequent design submittals (30%, 60%, 90% and 100% design) will be reviewed to confirm that the revisions meet the required minimum FOS.

Drawing Format

The drawings will be prepared in a digital format by AutoCad (Release 2023) to a scale of 1" = 50' (minimum). A digital file of the AutoCAD drawings will be supplied to OCWR with representative hard copy drawings of their content. It is estimated that approximately 14 to 20 sheets will be necessary to present the Prima Landfill Zone 4 Phase B GWPS Design.

Plan Review

The A-E will develop the 60-percent complete construction drawings with senior review for constructability and value engineering conducted by principal-in-charge, Mr. Michael Cullinane. The A-E will submit a digital copy of the construction drawings to OCWR for review and comment at the 30, 60, 90, and 100-percent complete design stage.

Deliverables

- Digital (PDF) copies of 30-, 60-, and 90-percent level sets of the construction plans, cross sections, and details for OCWR review.
- One original set of signed and stamped 100-percent final (issued for bid) construction plans and details and one copy on Compact Disk, AutoCAD, and PDF format.

4.2 Prepare Phase 1 GWPS Technical Specifications

Technical or Special Provisions of the Specifications for Prima Landfill Zone 4 Phase B GWPS will also be prepared and submitted as part of the 90-percent complete submittal of the construction drawings. The Specifications will typically include:

SPECIFICATIONS TABLE OF CONTENTS

Special Provision 1.0	General Conditions
Special Provision 1.1	Bonds and Insurance

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Special Provision 1.2	Mobilization
Special Provision 1.3	Construction Support Tasks
Special Provision 1.4	Progress Schedule (Critical Path Method)
Special Provision 2.0	Clearing and Grubbing
Special Provision 3.0	Demolition and Salvaging
Special Provision 4.0	Earthwork
Special Provision 5.0	Reserved
Special Provision 6.0	Liner Installation
Special Provision 6.1	Drainage Geocomposite
Special Provision 6.2	Geotextile
Special Provision 6.3	Geomembrane
Special Provision 6.4	Protective Plastic Cover and HDPE Ballast System
Special Provision 6.5	Protective/Operations Soil Cover
Special Provision 7.0	Leachate Collection System
Special Provision 8.0	Landfill Gas
Special Provision 9.0	Subdrain Collection System
Special Provision 10.0	Drainage Control System
Special Provision 11.0	Paving
Special Provision 12.0	Reserved
Special Provision 13.0	Miscellaneous Civil
Special Provision 14.0	Storm Water Protection / Erosion Control
Special Provision 15.0	Construction Survey

The Technical Specifications will be provided to OCWR for inclusion in their standard bid documents. The Special Provisions will be suitable for the competitive bid of the Phase B GWPS Construction Project. The A-E will complete the Technical Specifications in conjunction with OCWR requirements. The document will be acceptable for incorporation into OCWR standard contract bid document to be distributed to contractors. The Specifications will be provided in Microsoft Word for Windows format.

Deliverables

- Electronic copy of the Draft Technical Specifications submitted at a 60, 90, and 100- percent level of completion for review.
- One final (issued for bid) Technical Specifications, with wet stamped and signed by a licensed Civil Engineer registered in the State of California.
- One copy of the final Technical Specifications in Microsoft Word for Windows and PDF format.

5.0 HYDROLOGY AND DRAINAGE DESIGN (To Occur During Task 4.0)

Surface-water drainage controls will be analyzed and designed using the Ration Method in accordance with the Orange County Hydrology Manual. Modeling for complex hydraulic structures will be performed using HydroWIN from Advanced Engineering Software and/or the Hydroflow Hydrographs Extension from Autodesk for the determination of peak flow rates and Water Surface Pressure Gradient for Windows from CivilDesign Software for the determination of transitional flow depths, needed to size drainage devices. The surface-water drainage control may include swales, ditches, and down-chutes both within the back-cut and stockpile areas. The most current OC Public Works or Green Book Standard Plans will be used where applicable. This project may include the following drainage designs:

1. Bench drains (typically earthen for interim slopes).

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2. Down-drains with a concrete lining or piped systems.
3. Permanent channels (will be concrete lined).
4. Desilting basins will be employed where possible, but limited to areas where infiltration is not expected to affect stability of Landslide C.

The above information will be included in a letter Drainage Report that will support the stormwater system design and will be included in the Design Report for the Phase B GWPS. This report will be reviewed by the San Diego Regional Water Quality Control Board to support the approval of the construction of Phase B GWPS.

Deliverables

- Draft Drainage Report for OC Waste & Recycling review.
- Final Drainage Report to be included in the Design Report.

6.0 PREPARE ZONE 4 PHASE B DESIGN REPORT Anticipated Duration: (2 to 3 months)

The A-E will prepare a Design Report (DR) of the design plans and specifications for the proposed construction area incorporating the following information:

- Design Approach.
- Design Criteria.
- Design Calculations.
- Construction Drawings.
- Construction Specifications.
- Construction Quality Assurance Plan.
- Stability analysis and geotechnical information.
- Interim refuse grades and phase capacity.

The final DR will be transmitted to OCWR for submittal to the SDRWQCB. To streamline the approval process will use the same format for the design report task for Zone 4 Phase A, which was recently approved.

The DR shall include the following parts unless otherwise agreed to by the Parties:

- 1.0 INTRODUCTION
- 2.0 PHASE B EXCAVATION
 - 2.1 Zone 4 Phase B Perimeter Grading and Drainage
- 3.0 PROPOSED PHASE B COMPOSITE LINER SYSTEM
 - 3.1 Base Liner System
 - 3.2 Slope Liner System
- 4.0 SUBDRAIN SYSTEM
- 5.0 LEACHATE COLLECTION & RECOVERY SYSTEM (LCRS)
 - 5.1 Leachate Collection & Recovery System Pipe Calculations
- 6.0 PHASE B REFUSE FILL PLAN
- 7.0 PHASE B SITE GEOLOGY AND STABILITY EVALUATION OVERVIEW

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- 7.1 Site Geology
- 8.0 STORMWATER SYSTEM DESIGN, HYDROLOGY AND HYDRAULIC CALCULATIONS
- 9.0 BLASTING, IF NECESSARY
- 10.0 SUMMARY
- 11.0 CLOSURE AND LIMITATIONS

FIGURES

Figure 1 Zone 4 Canyons “A through E” locations

Figure 2 Zone 4 Phase B Liner Limits

APPENDICES

- APPENDIX A CONSTRUCTION DRAWINGS & SPECIFICATIONS
- APPENDIX B CONSTRUCTION QUALITY ASSURANCE PLAN
- APPENDIX C LINER AND LCRS DESIGN CALCULATIONS
- APPENDIX D LEACHATE GENERATION CALCULATIONS
- APPENDIX E REVISED PHASE B GEOTECHNICAL DESIGN REPORT ZONE 4 PRIMA DESHECHA LANDFILL ZONE 4 PHASE B
- APPENDIX F PHASE B REFUSE FILL PLAN
- APPENDIX G ZONE 4 PHASE B GROUNDWATER PROTECTION SYSTEM DRAINAGE STUDY OVERVIEW
- APPENDIX H BLASTING MANAGEMENT PLAN

Deliverables

- Digital copy of the draft DR.
- Digital copy of the final DR incorporating OCWR comments.
- One copy of the final DR in Word for Windows and PDF format.

7.0 COORDINATION WITH OCWR AND REGULATORY AGENCIES (Anticipated Duration: 6 to 8 months)

The A-E anticipates a significant amount of coordination with OCWR and the SDRWQCB. As A-E has an excellent working relationship with the Regional Board, the A-E understands that they will conduct a very rigorous review and comment on permitting documents. We have found that meeting early in the design process to solicit the Regional Board's input is advantageous to the process. The budget includes up to six meetings, with two being at the San Diego Regional Board offices.

Deliverables

- Pre-design meeting minutes with OCWR.
- Initial meeting with the agencies.
- Internal review meetings.
- SDRWQCB comment review meetings.

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8.0 CONSTRUCTION BID SUPPORT – ZONE 4 PHASE B GWPS (Anticipated Duration: 1 to 2 months)

The A-E will provide construction bid support consistent with the OC Waste & Recycling requirements for the project, which will include the following:

Attend Mandatory Pre-Bid Meeting and Job Walk

The A-E will attend the County's pre-bid meeting and job walk and will be available to provide verbal and written responses to questions that bidders may have for inclusion in Bid addenda.

Bid Process Assistance and Addenda Preparation

The A-E will provide bid process assistance, consisting of reviewing contractor questions as posted by contractors on Bid Sync and formulating responses. The questions and responses will be issued to Contractors in the form of an addendum.

Preparation of addenda will include information regarding the bid process (any changes to due date), as well as any front-end document updates, or specification and bid schedule modifications. If any new permits, design modifications or other project information that will assist Contractors in formulating a more responsive and complete bid are obtained or occur during the bid process, an addendum will be prepared to include these items. There are usually several addenda necessary for each project as the bid process is complicated and each project has specific requirements which often require clarification of specific issues.

Final Bid Review and Recommendations for Contractor Selection

The A-E will assist OC Waste & Recycling with the bid review to assess compliance with bid requirements, review the technical approach proposed by bidders, and (if requested) will contact Contractor's references for verification of information. The A-E will also provide written recommendations for bidder selection based on Contractor's bids.

9.0 CONSTRUCTION ENGINEERING SUPPORT SERVICES (Anticipated Duration: 10 to 12 months)

The A-E will provide construction engineering support services to OCWR and the Construction Manager (CM) throughout construction and final certification/acceptance process.

The A-E will provide timely responses to eliminate or minimize the impacts/delays to the Contractor. Any issues with construction will first be resolved via teleconference and pictures, if possible. Some of the reconciliations can be done verbally and documented by the CM. The A-E will develop details or plan revisions, as necessary, to properly document and monitor construction activities, as appropriate.

The following tasks will be performed by the A-E as a part of the construction engineering support services relative to the Zone 4 Phase B GWPS System Construction Project:

- Attend weekly or bi-weekly construction meetings (via teleconference and every other meeting on site) to maintain project coordination and communications.
- Perform field engineering observation services to evaluate construction activity conformance with the Plans and Specifications after the on-site meeting.
- Review and consult with OCWR, CM, CQA staff, and Contractor on technical issues that arise during construction.

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- Technical review of Contractor change order requests.
- Technical review of Contractor submittals.
- Respond to engineering items associated with Contractor or CM Requests for Information (RFIs).
- Review and comment on product manufacturer information.
- Attend pre and final job-walks and assist the CM with the preparation of a punch list.
- Review CQA firm's preparation of a final construction quality report.
- Technical review of the Contractor's record drawings developed during construction.

10.0 AS-NEEDED A-E SERVICES (Project Duration)

During the contract period, the A-E will provide other as-needed engineering services. These services may include:

- Provide miscellaneous civil, geotechnical, mechanical, and electrical engineering geological services, and other solid waste related engineering services, as determined necessary.
- Coordinate with other involved agencies and/or firms.
- Prepare design reports or other submittals required by regulatory agencies/permit agencies.
- Meet with regulatory agencies, as necessary, during the design phase.
- Perform other miscellaneous services, as required.

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**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for Zone 4 Phase B Groundwater Composite Liner Project Design as set forth in Attachment A, "Scope of Work".

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the County Contract Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Classification Rates:

SWT	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal	286.00
Project Manager	231.00
CAD Drafter	111.00
Engineer	144.00
Sr. Construction Manager	220.00
Construction Manager	186.00
Principal Engineer	274.00
Clerk	75.00
Technician	90.00
Planner I	111.00
Administrative Assistant	118.00
Engineering Technician	118.00
Planner II	138.00
Planner III	165.00
Engineer I	144.00
Engineer II/Designer	165.00
Engineer III/ Scientist	186.00
Senior Planner	188.00
Project Engineer/Senior Scientist	202.00
Principal Planner	274.00

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*Subcontractor- Advanced Earth Sciences	
Classification Title	Hourly Rate
Senior Principal	248.00
Principal Engineer/Geologist	237.00
Project Manager	237.00
QA/QC Manager	237.00
Associate	208.00
Senior Engineer/Geologist/Hydrogeologist	184.00
Project Engineer/Geologist	165.00
Senior Staff Engineer/Geologist	149.00
Staff Engineer/Geologist	140.00
Construction Engineering Technician - Regular (non-PW)	109.00
Construction Engineering Technician - Overtime (non-PW)	138.00
Soil/Asphalt/Field Technician - Prevailing Wage	146.00
Soil/Asphalt/Field Technician - Prevailing Wage Overtime	172.00
Soil/Asphalt/Field Technician - Prevailing Wage Double Time	199.00
CADD Designer/Drafter	115.00
Project Administrator	102.00
Word Processor	102.00
Senior Planner	188.00
Project Engineer/Senior Scientist	202.00
Principal Planner	274.00

Note: County will not pay A-E more than the listed amount for Sub-Contractor work, regardless of any agreement between the A-E and their Sub-Contractor. Sub-Contractor rates are listed for convenience only.

Note: Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. A-E’S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County

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Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by County:

- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and County location, as well as mileage within County property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the County for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address

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- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services and Backup Documentation as Required
- H. Total
- I. Taxpayer ID number

Invoices and support documentation shall be sent to: OCWRInvoice@ocwr.ocgov.com

A-E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

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**ATTACHMENT C
STAFFING PLAN**

1. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications (include license number)
Michael Cullinane	Principal	31	California- PE-C4191
Jeremy Botica	Project Manager	12	California- PE-81230

A-E understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of A-E's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. ***Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works or other County department.***

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. ***Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works or other County Department.*** County reserves the right to have any A-E personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A-E to perform services specified in Attachment A. Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Corporate Name	Corporate Address	Local Office Address*	Contact Name	Telephone Number	Project Function	DVBE Certification Number	SBA Certification Number
Advanced Earth Science	9307 Research Drive, Irvine, Ca. 92618	9307 Research Drive, Irvine, Ca. 92618	Suji Somasundaram PE, GE, PhD	949-379-2450	Geotechnical		