

CONTRACT

THIS CONTRACT, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-299-24011395, 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-299-24011395 Scope of Work for Olinda Final Closure Design & Permitting, 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 SWT Engineering, Inc. 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 agreement of A-E and the Director of OC Waste & Recycling or authorized 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.
- 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 or authorized designee.

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 to review the 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 or authorized designee, 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.
- 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 Supervisors approval or upon execution of all necessary signatures, whichever occurs later, and continues for 48 months from the issuance of the Notice to Proceed, with a **MAXIMUM AGGREGATE ALLOWABLE COMPENSATION OF [EIGHT HUNDRED ELEVEN THOUSAND EIGHT HUNDRED AND TWO DOLLARS (\$811,802)]**, 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 or authorized designee, 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 or authorized designee. 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**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, genetic information, marital status, or sex, gender, gender identity, age, sexual orientation, or military and veteran status 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.
- 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.
 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 scheduled, non-owned, and hired vehicles	\$1,000,000 combined owned or single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Professional Liability Insurance	\$1,000,000 per claims-made or occurrence \$2,000,000 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 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 shall be emailed to OCWRPurchasing@ocwr.ocgov.com.

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.

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

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 affected 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.

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.

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

- 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.

6.12 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.

6.13 Publication

6.13.1 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 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.

6.13.2 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.

6.14 Records and Audit/Inspections

6.14.1 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.

6.14.2 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.

6.14.3 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.

6.14.4 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.

6.15 Notices

6.15.1 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.

6.15.2 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.

6.15.3 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.
 21700 Copley Drive Suite 200
 Diamond Bar, CA 91765
 Attn: Michael A. Cullinane
 Phone: 909-390-1328
 E-mail: mac@swteng.com

For County: OC Waste & Recycling, Olinda Alpha Landfill
 1942 North Valencia Avenue

Attachment A

County of Orange, OC Waste & Recycling
SWT ENGINEERING, INC.

MA-299-24011395

Brea, CA 92823
Attn: John Powers
Phone: 714-528-7388
E-mail: john.powers@ocwr.ocgov.com

cc: OC Waste & Recycling Procurement Services
601 N. Ross St. 5th Floor
Santa Ana, CA 92701
Attn: Alan Araujo
Phone: 714-834-4140
E-mail: alan.araujo@ocwr.ocgov.com

6.16 Attorney's Fees

6.16.1 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.

6.17 Interpretation

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

6.17.2 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.

6.17.3 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.

6.17.4 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.

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

6.18 Headings

6.18.1 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.

6.19 Acceptance

6.19.1 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 tested to the satisfaction of County.

6.20 Changes

6.20.1 A-E shall make no changes in the work or perform any additional work without the County's

specific written approval.

6.21 Assignment

6.21.1 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.

6.22 Changes in Ownership

6.22.1 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.

6.23 Force Majeure

6.23.1 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.

6.24 Calendar Days

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

6.25 Title to Data

6.25.1 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.

6.25.2 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.

6.26 Availability of Funds

6.26.1 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.

6.27 Contingency of Funding

6.27.1 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.

6.28 Contract Construction

6.28.1 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.

6.29 Conflicts of Interest

6.29.1 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).

6.29.2 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.

6.30 Usage

6.30.1 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.

6.31 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 Waste & Recycling/OC Facilities & Asset 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.

6.32 Apprenticeship Requirements

6.32.1 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.

6.33 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.

6.34 Payroll Records

6.34.1 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.

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

6.34.3 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.

6.34.4 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:

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

6.34.6 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.

6.34.7 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.

6.34.8 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.

6.34.9 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.

6.34.10 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.

6.35 Work Hour Penalty

6.35.1 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.

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.

Attachment A

County of Orange, OC Waste & Recycling
SWT ENGINEERING, INC.

MA-299-24011395

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*

DocuSigned by:

Michael Cullinane

C29E97818B6D4CD...

Title*

06/13/2024

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**

DocuSigned by:

Michael Cullinane

C29E97818B6D4CD...

Title**

06/13/2024

Signature**

Date**

****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

Office of the County Counsel
Orange County, California

By: Paul Albarian

Depu***

DocuSigned by:

Paul Albarian

C57E04561C5548A...

Signature:

06/13/2024

Date:

ATTACHMENT A
SCOPE OF WORK**BACKGROUND**

OC Waste & Recycling (OCWR) desires to procure the services of a qualified permitting/planning and design team to prepare a Final Closure and Post Closure Maintenance Plan (FCPMP) and provide permit level design drawings and specification documents for the remainder of the unclosed portion of the Olinda Alpha Landfill (OAL).

Two partial final closures have been constructed and certified at the OAL.

Phase 1 Partial Final Closure/Post-Closure Maintenance Plan (Partial FCPMP) (SWT, 2013) was prepared for the OAL to implement closure of Phase 1 (i.e., lower front face) area. The Partial Final Closure Plan was approved by the regulatory agencies. The Phase 1 area of closure is considered the lower front facing slopes and covers approximately 68.8 acres in the southern portion of the landfill.

Phase 2 Partial Final Closure Plan (SWT, 2016) was prepared for closure of the front slopes (above Phase 1 slope), which includes the construction of the final cover over the side slopes on the southwest portion. The Phase 2 partial final closure area was 88 acres.

The site is composed of approximately 565 acres, of which approximately 453 acres are permitted for refuse disposal and the remaining acreage (approximately 112 acres) serves as a buffer zone. Therefore, approximately 296.2 acres remains to be closed per the California Code of Regulations, Title 27 (27 CCR). This scope of work is to provide a FCPMP for the remaining 296.2 area, a minimum of two years prior to the anticipated date of final receipt of waste, in accordance with 27 CCR, Sections 21800 and 21830.

Use as much of the information developed for the previous two partial final closures as possible, however, those two closures were completed with a soil cover using native soil (evapotranspiration [ET] cover). Based on the site conditions, there is not enough native soil material for closure of the remaining acreage of the site. Therefore, a geomembrane cap is the recommended barrier layer for the cover system. New details for this system, along with connection details to the existing final cover, are to be developed as part of this scope of work. Include an alternate cover system that would be a soil cover ET. If an ample source of ET cover soil became available for the Closing construction, then the appropriate soils testing could be conducted, and an ET cover analysis/report could be prepared and submitted to the Santa Anna Regional Water Quality Control Board for concurrence. None of the technical studies would have to be updated, however the plans would require revisions.

Provide final closure engineering and permitting support services for the final closure of the OAL. OCWR is considering cessation of acceptance of waste at OAL as early as late 2026. In addition, OCWR is contemplating a reduction in tonnage at the landfill starting July 1, 2025 through late 2026, and after that time, potentially further reducing refuse tonnage to only the public and possibly some local collection route vehicles. The FCPMP will need to be applicable for either closure date scenario for the OAL.

27 CCR requires a FCPMP to be submitted two years prior to when the facility stops accepting waste. This allows time to develop the Final Closure Permit Level Design Drawings and specifications to obtain a more detailed construction cost opinion. An approximately 80-percent construction level drawing set meets or exceeds this requirement. We do not require that the 100-percent construction level drawings be developed as there will be significant changes (during the next seven to ten years) to the final grading based on disposal operations and refuse settlement. Title 27 requires closure construction within 180 days of closure or an approved schedule. The FCPMP should recommend implementing closure in three to five years after OAL facility stops accepting waste. This time delay is especially important with the proposed final cover system

(geomembrane cap), as repairs due to settlement can be costly. The delayed implementation of closure construction will help reduce cover settlement repairs.

This scope of services is broken down into two main tasks, Engineering (Permit Level Design Drawings and Specifications, and Technical Studies) and Permitting (FCPMP) services.

TASK 1.0 PREPARE PERMIT LEVEL DESIGN DRAWINGS AND SPECIFICATIONS DOCUMENTS FOR THE FINAL CLOSURE DESIGN PROJECT

The 30-percent, 60-percent, and Permit Level Design (80-percent of construction level) documents will be prepared in a format that will support FCPMP and will allow OCWR to refine to bid documents two years before construction. The final cover section will include an alternative for ET soil cover, however the details, specifications, and CQA Plan will be based on the membrane with soil section most likely cover system.

The permit level design document package will include the following:

- Permit Level Design Drawings and Details
- Technical Specifications, based on the Standards Specification for Publics Works Construction (“Greenbook”); and,
- Bid Schedule

Prepare the 30-percent, 60-percent, and Permit Level design submittals. The submittals will include drawings illustrating the layout and details of the work. The development of the Final Closure Plan will require Permit Level design drawings and specifications consistent with regulatory requirements and permit design criteria for the OAL, as well as 27 CCR and Title 40 of the Code of Federal Regulations (CFR) requirements. The technical specifications will incorporate any mitigation measures identified in the Environmental Impact Report (EIR) 588 and storm water management practices as required by the latest Industrial General Permit.

DELIVERABLES

- 30-percent drawings
- Draft 60-percent drawings, specifications, & engineer’s cost opinion
- Final Permit Level Design drawings, specifications, & engineer’s cost opinion (for permitting purposes)
- Electronic drawing files

Task 1.1 30-Percent Design Drawings

Prepare a 30-percent design Final Closure Drawing Set and updated Final Closure details, as necessary, to communicate construction details, limits, and drainage concepts to OCWR. To begin the 30-percent design, review available pertinent site documentation provided by OCWR for potential impacts to the closure design area. Conduct a brief site review of the proposed closure area and adjacent infrastructure. The 30-percent design drawings will be a hike-up of the topography and anticipated final grades at closure based on current OCWR final refuse fill grading plan, with the final cover thickness. Areas with bench gradients less than three percent will be re-graded to comply with 27 CCR, which is anticipated for a large portion of the proposed closure area based on site history. Bench re-grades will establish low points for stormwater down drains, to be located to minimize earthwork as feasible. Drawings similar to following sheet set are expected:

SHEET NO.	SHEET TITLE
G1	COVER PAGE
G2	SITE PLAN AND LEGEND
G3	CONSTRUCTION AND GENERAL NOTES
C1-19	EXISTING SITE AND DEMOLITION PLAN

Attachment A

County of Orange, OC Waste & Recycling
SWT ENGINEERING, INC.

MA-299-24011395

C20-39	CLOSURE COVER LINER PLAN
C40-59	CLOSURE FINAL GRADING PLAN
C60-61	CLOSURE CROSS SECTIONS
C62-66	CLOSURE EROSION CONTROL PLAN
D1	DETAIL SHEET
D2	DETAIL SHEET
D3	DETAIL SHEET
D4	DETAIL SHEET
D5	DETAIL SHEET

See Tasks 1.4 and 1.5 for Specifications and Engineer's Cost Opinion for 60-percent and Permit Level Submittal Descriptions.

Task Deliverable:

- 30-Percent Drawing

Task 1.2 Prepare Foundation Fill/Final Cover Transition Excavation Drawings – Incorporate into Draft 60-Percent Drawings

Modifications/updates/additional design detail information to develop the drawings from the 30-percent level to the 60-percent permit level documents will include updating any design elements as a result of Hydrology and Hydraulic Analysis, drainage, existing infrastructure (such as Valencia Greenery and Access Road) issues, and new final cover grading transitions required due to change in cover systems from the existing ET cover to the proposed geomembrane cover. The design information will be updated to include those items which have changed, and to reflect OCWR comments from the 30-percent drawings.

Prepare additional drawing sheets at 1"=50' scale that show foundation fill with a minimum of one foot over existing cover. The one foot will also be thickened to achieve 3- percent minimum gradient such as on the top deck and benches. These sheets will also show areas where refuse excavation for final cover transitions/terminations will need to be performed. These foundation fill drawings will be prepared by lowering the final design grades by the vegetative soil layer final cover thickness revealing the foundation fill over which the full final cover section will be constructed. Final cover transition excavation areas will also be identified on these drawings. Foundation fills, and final cover transition excavation volumes will be quantified for inclusion on the bid schedule from these foundation grading sheets. An additional drawing sheet showing cross sections will be developed. Additional details necessary to provide the contractor with sufficient information to construct the project will be added (one to two additional detail sheets are anticipated).

The existing gas system will be shown with the final closure grades to be adjusted vertically to the new finish surface, and no lateral and sub header alignment adjustments will be made. Typical details will be developed to show how gas collection wells will be adjusted and booted through the geomembrane cap. A typical detail showing the laterals and sub headers will be relocated into the two-foot vegetative cover section and will also be completed. For areas that are currently being filled with refuse, we will show approximately one vertical well per acre or show the existing well to be extended and will show latest anticipated well field if available. Historically, this level of gas system schematic design has been adequate for FCPMP's.

Permit Level Details for final cover terminations, transitions, downdrains, benches, drainage ditches, and access roads will be developed. These permit level Detail Sheets will be in the Final Closure Permit Level Drawings.

After the 60-percent plans have been completed, material takeoffs will be completed. This will include all the major elements of the closure construction to prepare Bid Schedule, Technical Specifications, and order of magnitude Engineer's Cost Opinion. See Tasks 1.4 and

1.5 for Specifications and Engineers Cost Opinion scope of services. Submit the 60- percent Drawings, Specifications, and order of magnitude Engineer's Cost Opinion for review and comments from OCWR.

Task 1.3 Development of the Final Closure Permit Level Drawings

Development of the Final Closure Permit Level Drawings will include the addition of the intermediate (two-foot) design contours to the final closure grading and drainage plan sheets showing the surface contours of the landfill cover system. As indicated under Task 1.1, final cover contours will be adjusted pursuant to additional information and final cover transitions. The final grading and drainage plans will be prepared on the design topography provided by OCWR at the start of the project (topographic information will not be updated for the permit level design/FCPMP) and anticipated final grades at closure based on current OCWR final refuse fill grading plan at a scale of 1" = 50'. Design for Final Closure Construction will include:

- Foundation Fill/ Final Cover Transition Excavation Drawings – 20 to 25 sheets 50-scale drawings;
- Final Grading Plan(s) – 20 to 25 sheets for Final Grades and Drainage Construction (1" = 50' scale);
- Access Road, as needed;
- Valencia Greenery area, with potential phased approach to continue operation;
- Final Closure Detail Sheets – SWT assumes that there are 6 detail sheets for closure and two for landfill gas (LFG) System (typical details);
- Cross Section Sheet;
- Erosion Control Plans;
- Erosion control Detail Sheet;
- Site Security; Settlement Monuments; and Horizontal and Vertical Control will be shown on Sheet 2 Site Plan Drawing; and,
- Landfill Gas Control/Migration Systems Modification Demolition and Construction Plans – 5 to 6 LFG Construction Drawings at 1" = 100' Scale.

In addition, consider the following issues when preparing permit drawings:

- a. Final Grading Contours - Benches will be incorporated into the design based on maximum 50-foot height increment (per 27 CCR), stability and topographic constraints.
- b. Drainage and Erosion Control – Based on hydrology and hydraulic analysis for bench and other drainage elements performed with the 60-percent design submittal, the size and configuration of drainage and erosion control devices will be verified and shown on the construction drawings.
- c. Horizontal and vertical control will be provided by OCWR with the aerial topography, will be listed on the site map with locations of the site aerial survey targets and control.
- d. Landfill Gas Control System – Existing Conditions detailing the current extraction system well status and header or lateral size provided by OCWR.

Prepare drawings for design submittal at Permit Level (80-percent of construction level). The Submit Permit Level Drawings to OCWR for final review and minor comments. Respond to minor comments on plans, specifications, and estimates and operational reviews by OCWR. The final Permit Level Design submittal will reflect OCWR comments and will be sealed with the wet stamp and signature of a Licensed Civil Engineer registered in the state of California.

Drawings will be prepared electronically using AutoCAD (release 2019 or later) software.

After the Permit Level Drawings have been finished, material takeoffs will again be completed. This will include all the major elements of the closure construction to prepare Bid Schedule, Technical Specifications, and Engineer's Cost Opinion. See Tasks 1.4 and 1.5 for Specifications and Engineers Cost Opinion scope of services. Submit the Permit Level Drawings, Specifications, and Engineer's Cost Opinion for review and comments from OCWR.

The final Permit Level Drawings will be included in the FCPMP. The final submittal will be the original set of plans, sealed with the wet stamp and signature of a Licensed Civil Engineer registered in the State of California, and a compact disk containing the electronic files of the final permit drawings in AutoCAD and PDF format.

Task Deliverable(s):

- Digital copy of the Permit Level Drawings with Engineer's Cost Opinion.
- Digital copy of the final Permit Level Drawings signed and wet-stamped by a Civil Engineer registered in the State of California.

Task 1.4 Prepare Closure Design Technical Specifications, and Bid Schedule

Prepare the permit level technical specifications to accompany the final Permit Level Drawings for inclusion into the OCWR standard bid documents. The technical specifications will be prepared in accordance with the Standard Specifications for Public Works Construction (Green Book) and will detail minimum requirements for materials delivered to the site, construction practices, and the product of construction, and will be compiled in conjunction with OCWR requirements. An Appendix to the Technical Specifications will include the Construction Quality Assurance (CQA) Plan. The technical specifications will be submitted in a format acceptable for incorporation (in the future) into the County's standard contract bid document to be distributed to contractors for bid purposes.

OCWR anticipates the following specification sections:

Section 1	General Conditions
Section 2	Clearing and Grubbing
Section 3	Demolition
Section 4	Earthwork
Section 5	Final Cover
Section 6	Liner Installation
Section 7	Leachate Collection System (Reserved)
Section 8	Landfill Gas
Section 9	Subdrain
Section 10	Drainage Control System
Section 11	Paving
Section 12	Habitat Mitigation (Reserved)
Section 13	Miscellaneous Civil
Section 14	Stormwater Protection/Erosion Control
Section 15	Construction Survey
Section 16	Contractor/QA/QC
Section 17	Supplemental Items

Bid Schedule

A Bid schedule reflecting the Measurement and Payment method for each Bid Item as listed in the Project Specification Measurement and Payment sections will be prepared. The Bid Schedule will be submitted with the Permit Level specifications submittal based on OCWR comments.

Task Deliverables:

- Digital file of the permit level specifications and Bid Schedule.
- Digital File of the final permit level specifications and Bid Schedule signed and wet- stamped by a Civil Engineer registered in the State of California.

Task 1.5 Engineering Cost Opinion

Prepare an Engineering Cost Opinion of the expected construction costs at the final permit level design submittal. The LFG Engineering Cost Opinion will be performed and will be included in the overall total cost opinion. Complete a detailed Engineering Cost Opinion with the permit level design submittal.

The Engineering Cost Opinion at the 60-percent submittal will be an order of magnitude cost based on acreage, and past project cost data, based on project cost data for projects of a similar nature.

TASK 2.0 SPECIAL TECHNICAL STUDIES

There are four specific studies (in addition to the stability analysis) that need to be completed to support the design and the FCPMP. These are:

1. Hydrology Study
2. Hydraulics Analysis/Study
3. Soil Loss Analysis
4. Settlement Analysis

Task 2.1 Hydrology Study

Prepare an analysis of the hydrology for the OAL. The primary objective for this hydrology study is to have knowledge of the final conditions at the site as it pertains to runoff watershed during a storm event.

2.1.1 Basis for Hydrology Calculations

Input data required for hydrologic analysis will be compiled for the site including proposed final grading plan for the landfill area. Additional data necessary for hydrologic modeling included the proposed storm drain network, sediment/storage basin configuration, soils data, and precipitation data from the National Oceanic and Atmospheric Administration (NOAA). Before creating the hydrology model, the watershed area, land use, soil type, flow path lengths and type, and average slope will be identified and used as input data for the hydrology modeling.

Perform a hydrology study for the proposed final conditions based on the current aerial topography and final grading plan. The OAL site hydrology study will be conducted for a 100-year, 24-hour storm event. The soil investigation may show that different soil types were within the watershed; however, in that case and to be conservative, all the landfill soils will be classified as being a similar soil type with low infiltration rates (typically 1 percent pervious with a low infiltration rate of 0.10 inches per hour). In addition, non-landfill soils will also be classified conservatively (typically 1 percent pervious with a low infiltration rate of 0.10 inches per hour).

2.1.2 Rational Method Analysis

Use the Rational Method Hydrology Computer Program by Advanced Engineering Software (AES) to determine peak runoff flows. The Rational Method relates rainfall intensity, a runoff coefficient, and drainage area size to the peak runoff from the drainage area. The mathematical relationship for the Rational Method equation is:

$$Q = CIA$$

Where: Q = the peak discharge (cubic feet per second or CFS);

C = a runoff coefficient representing the ratio of runoff depth to rainfall depth (dimensionless);

I = the time-averaged rainfall intensity for a storm duration equal to the time of concentration (inches/hour); and,

A = drainage area in acres.

Drainage area and nodal information will be input into the software program to calculate the tributary runoff for the purpose of sizing the drainage structures that will need to be constructed during phasing and ultimate landfill closure. The rainfall intensity data for the OAL area will be input into the AES program, based on the rainfall intensity data obtained from the NOAA website.

Runoff flows will be determined based on a subarea's tributary area, the selected runoff coefficients, time of concentration, and land use type. The OAL Hydrology Map with tables of tributary drainage areas and calculated flows (Q100) will be included in the FCPMP.

2.1.3 Unit Hydrograph and Basin Routing Analysis

A unit hydrograph analysis method may be required to determine peak flows (flow vs. time) from the OAL basins. This inflow hydrograph will be routed through the basins to determine the maximum water surface elevation (WSE) and storage capacity required for the basins during a 100-year, 24-hour design storm. A hydrologic model may be created for the basins using HEC-HMS version 4.7.1. Additional data necessary for this hydrologic model included the Elevation-Storage-Discharge relationship for the basins and the time of concentration determined from Rational Method analysis. This analysis may be very appropriate for basins A and C due to their large size.

Task 2.2 Hydraulics Analysis

Evaluate existing and proposed drainage structures on site using peak flows calculated by the hydrology model, to determine/verify they meet state minimum standards. The drainage structures that will be analyzed include the following:

- Corrugated High-Density Polyethylene (CHDPE) Pipes;
- Earthen Top Deck Berms;
- Asphalt/Concrete Trapezoidal Channels;
- Earthen Benches;
- Paved Access Road;
- Sedimentation Basin Discharge Structures.

2.2.1 Gravitational Channel Flow Analysis

Use the Manning's equation to calculate the capacity of the various pipes based on the 100-year, 24-hour storm frequency. The mathematical relationship for the Manning's equation is:

$$Q = (k/n)A(R)0.67(s)0.5$$

Where: Q = the peak discharge (cubic feet per second or CFS); s = slope of pipe (ft/ft);

A = the cross-sectional area of flow (square feet); P = wetted perimeter (ft);

R = hydraulic radius (A/P); and

k = unit conversion factor (1.486 – dimensionless).

The location of each of these structures is shown on the Site Drainage figure, with the sizing and calculations included in an appendix.

The hydraulic trapezoidal equation will be used to calculate the capacity of the various channel sizes on site based on the 100-year, 24-hour storm frequency. The mathematical relationship for the hydraulic trap channel equation is:

$$Q = VA;$$

Where: V = $(k/n)A(R)0.67(s)0.5$ and R = A/P and A = $(y/2)(b+T)$

Where: Q = the peak discharge (cubic feet per second or CFS);

s = slope of pipe (ft/ft);

A = the cross-sectional area of flow (square feet); P = wetted perimeter (ft);

n = Mannings Roughness Coefficient (dimensionless based on surface type) R = hydraulic radius (A/P); and k = unit conversion factor (1.486 – dimensionless).

The location of each of these structures will also be included on the site drainage figure, with sizing and calculations included in an appendix.

2.2.2 Orifice Analysis

Use the orifice equation to calculate the capacity of the drop inlet riser pipes based on the 100-year, 24-hour storm frequency. The mathematical relationship for the orifice equation is:

$$Q = CA(2gh)0.5$$

Where: Q = the peak discharge (cubic feet per second or CFS); C = a coefficient of contraction (0.6 - dimensionless);

A = the cross-sectional area of flow in the inlet (square feet); g = gravitational constant (32.2 ft/s²); and

h = the height of water above the centroid of the cross-sectional area of flow.

2.2.3 Wier Analysis

Use the hydraulic weir equation to calculate the capacity of the emergency spillways at from the sedimentation basins based ultimate/final condition for the 100-year, 24-hour storm frequency to comply with 27 CCR.

The mathematical relationship for the hydraulic weir equation is:

$$Q = C * L * H^{3/2}$$

Where: Q = the peak discharge (cubic feet per second or CFS);

C = discharge coefficient (2.63 for weirs wider than 15 feet - dimensionless); L = length of weir (feet); and

H = maximum height of water over weir.

The location of each basin spillway will be shown on the drainage figure. These additional calculations are included in an appendix.

2.2.4 Pressure Pipe Analysis

Use the Bernoulli equation, if necessary, to determine the discharge rate from any discharge structure that will be under pressure pipe flow conditions during the 100-year, 24- hour design storm scenario (most landfill discharge pipes run open channel). The mathematical relationship for the Bernoulli equation simplifies to:

$z_1 = z_2 + (v_2^2)/2g + H_f$ Where: z_1 = elevation of water surface at the basin (feet);

z_2 = elevation of pipe invert at discharge point (140 feet per Figure 4); v_2 = velocity of water at discharge point (feet per second);

g = gravitational constant (32.2 ft/s²); and

H_f = head loss due to fluid/pipe friction (feet).

If these analyses are required, include in an appendix to support the FCPMP.

Task 2.3 Soil Loss Analysis

Calculate the annual soil loss for the OAL using the RUSLE to evaluate erosion and potential soil losses within the watershed boundary of the site. It should be noted that the intended purpose of the USLE and subsequent RUSLE was for analysis of erosion and soil losses of meadows and cropland. However, with certain engineered assumptions, it can be utilized and applied to soils currently utilized as cover for landfills.

27 CCR, Section 21090(a)(3) also requires an analysis of the final closure grades of the landfill for sheet and rill erosion. The purpose of the analysis is the prediction of the amount of soil loss in tons per year, in addition to the total amount of final cover erosion, in inches of final cover over the typical 30-year post-closure maintenance period.

The potential for erosion will be calculated using the RUSLE, and the equation is written as: $A = R \times K \times L \times S \times C \times P$

Where: A = average annual erosion rate (mass/area year) for the slope length λ ;

R = erosivity factor (erosivity unit/area year);

K = soil erodibility factor (mass/ erosivity unit); L = slope length factor (dimensionless);

S = slope steepness factor (dimensionless);

C = cover-management factor (dimensionless); and P = support practice factor (dimensionless).

Many consider soil erosion to be a serious environmental problem as it depletes soil quality, decreases productivity, and can affect surface water quality. A tolerable soil loss is the maximum annual amount of soil which can be removed before the long-term natural soil productivity is adversely affected. The purpose of

this analysis is to calculate the soil loss using the RUSLE and the factors that contribute to soil loss. The RUSLE Factors are:

- A- the potential long-term average annual soil loss in tons per acre per year.
- R- the rainfall and runoff factor. The greater the intensity and duration of the rainfall, the higher the erosion potential.
- K - the soil erodibility factor. K is a measure of the susceptibility of soil particles to detachment and transport by rainfall and runoff.
- LS - the slope length and steepness factor. The LS factor represents a ratio of soil loss under given conditions. The steeper and longer the slope, the higher the risk for erosion. This is a very important factor in the overall erosion rate.
- C - the crop management factor. It is used to determine the relative effectiveness of soil and crop management systems in terms of preventing soil loss. The C factor is a ratio comparing the soil loss from land under a specific crop and management system to the corresponding loss from continuously fallow and tilled land, which has a value of 1.
- P - the support practices factor. The P factor compares the soil losses from up and down slope farming to losses that result from practices such as cross slope cultivation, contour farming, and strip cropping.

The soil loss analysis performed is based on a “closed landfill” condition. At closure, the potential soil loss is minimal since the landfill will have a compacted final cover, an erosion control surface system consisting of vegetation via hydroseeding, fiber rolls, and a storm drain collection system (i.e., down drains, and channels) allowing each to contribute to acceptable erosion control on the site.

Task 2.4 Settlement Analysis

Complete a settlement analysis based on the exponential decay function to meet this regulatory requirement. Landfills are very complex systems, which have various interactive processes proceeding simultaneously. Changes in liquid and gas pressures may affect porosity, total stress, degree of gas and liquid saturations, and in turn cause deformations (i.e., settlements). These deformations may have negative effects on the integrity of any post- closure structure on the landfill. Unanticipated settlements eventually may result in several problems, such as crack formations in the cover, loss of cover system integrity, and damage to gas and liquid collection and drainage systems.

Use the current standard of practice for estimating settlement. The most consistent estimate of refuse settlement is obtained by calculating the settlement at nodes with a time- dependent exponential decay function and adding the remaining settlement for each node. Total remaining settlement contours can be generated by subtracting the remaining settlement from the final grade at the commencement of refuse fill placement using the historic topography and remaining sequence plans. Based on the work of Coduto and Huitric (1981), settlement can be modeled as an exponential decay function of the form:

$$\text{Remaining Settlement} = aTe^{-bt}$$

Where: a = constant (dimensionless, 0.2 and 0.35 for municipal solid waste landfills); T = original/final thickness (feet);

e = is the base of the natural logarithm (dimensionless);

b = constant (dimensionless), 0.1 and 0.11 for municipal solid waste landfills; and, t = number of years elapsed since the final lift of refuse was placed (years).

A large portion of the settlement (initial and primary) occurs relatively early. Secondary settlement occurs over many years. For this reason, assume that OCWR will delay construction of final cover for five years after OAL stops accepting waste.

TASK 3.0 GEOTECHNICAL SERVICES

Stability analysis has been completed for OAL final grading plan as part of the JTD. Final cover stability was completed for the Phase 1 and Phase 2 partial final closure plans with a completely native soil cover. Therefore, a new final cover stability analysis will be needed for the proposed final cover section that includes synthetic geomembrane component. It is anticipated that an AGRU Drain Liner will be required to obtain the interface strengths needed for this application. Perform slope stability analyses, using an infinite slope model, to evaluate stability of the final cover system under both static and seismic conditions.

TASK 4.0 CQA PLAN

A CQA Plan will need to be prepared to support FCPMP. The CQA Plan lays out the requirements for materials associated with the final cover and the testing requirements/parameters. The below is a typical "Table of Contents" for a final cover CQA Plan:

1. Introduction
 - 1.1. Purpose
 - 1.2. Document Format
 - 1.3. Definitions
2. General Requirements
 - 2.1. Meetings
 - 2.1.1. Preconstruction Meeting
 - 2.1.2. Progress Meetings
 - 2.1.3. Weekly Meeting
 - 2.1.4. Other Meetings
 - 2.2. Communications Between Construction Personnel
 - 2.2.1. Communications with Contractor
 - 2.2.2. Communications with Owner
 - 2.3. Responsibilities of Construction Personnel
 - 2.3.1. Responsibilities of the Project Director
 - 2.3.2. Responsibilities of the Project Manager
 - 2.3.3. Responsibilities of the CQA Officer
 - 2.3.4. Responsibilities of the CQA Coordinator
 - 2.3.5. Responsibilities of the Construction Monitors
 - 2.4. Control of Documents, Records, and Forms
 - 2.4.1. Project Control of Construction Documents
 - 2.4.2. Project Control of As-Build Information
 - 2.4.3. Project Control of Forms
 - 2.4.4. Processing Daily Reports
 - 2.4.5. Processing Test Reports
 - 2.4.6. Processing Project Records
 - 2.5. Documentation and Control of Nonconformance
 - 2.5.1. Observation and Nonconformance
 - 2.5.2. Determining Extent of Nonconformance
 - 2.5.3. Documenting Nonconformance
 - 2.5.4. Corrective Measures

-
- 2.5.5.Verification of Corrective Measures
 - 2.6. Equipment Control
 - 2.6.1.Equipment List
 - 2.6.2.Calibration
 - 3. Construction Quality Assurance for Geosynthetics
 - 3.1. Introduction
 - 3.2. Geomembrane
 - 3.2.1.Delivery
 - 3.2.2.Submittal Review
 - 3.2.3.Conformance Testing
 - 3.2.4.Panel Placement
 - 3.2.5.Field Seaming
 - 3.2.6.Construction Testing
 - 3.2.6.1. Nondestructive Seam Testing
 - 3.2.6.2. Destructive Seam Testing
 - 3.2.6.3. Destructive Test Sampling Procedures
 - 3.2.6.4. Testing Laboratory Destructive Testing
 - 3.2.7. Repairs
 - 3.2.8. Wrinkles
 - 3.2.9. Geomembrane Anchor Trench
 - 3.2.10.Geomembrane Acceptance
 - 3.3. Geotextiles
 - 3.3.1.Delivery
 - 3.3.2.Conformance Testing
 - 3.3.3.Geotextile Installation
 - 3.3.4.Repairs
 - 3.4. Geocomposite
 - 3.4.1.Delivery
 - 3.4.2.Conformance Testing
 - 3.4.3.Geocomposite Installation
 - 3.4.4.Repairs
 - 3.5. HDPE Pipe
 - 3.5.1.Delivery
 - 3.5.2.Installation
 - 4. Construction Quality Assurance for Earthwork
 - 4.1. Introduction
 - 4.2. Material Evaluation
 - 4.3. Foundation Layer Verification Program
 - 4.4. Construction Testing
 - 4.4.1.Test Procedures
 - 4.4.2.Test Frequencies
 - 4.4.3.Soil Sample and Test Numbering
 - 4.4.4.Sample Location Repair
 - 4.4.5.Test Locations
 - 4.5. Monitoring Requirements
 - 4.5.1.Foundation Layer Placement
 - 4.5.2.Vegetative Soil Layer Placement
 - 4.6. Construction Surveys

5. Documentation

5.1. Daily Record-Keeping

5.1.1. Daily Record of Construction Progress

5.1.2. Observation and Test Data Sheets

5.1.3. Nonconformance Reports

5.2. Progress Reports

5.3. Photographs

5.4. Design and Specification Changes

5.5. Construction Report

Task Deliverable(s):

- Draft CQA Plan
- Final CQA Plan

SOLID WASTE PERMITTING SERVICES**TASK 5.0 FINAL CLOSURE/POST-CLOSURE MAINTENANCE PLAN AND PERMITTING SERVICES (FCPMP)****Task 5.1 Prepare Final Closure/Post-Closure Maintenance Plan**

As a preliminary step in preparing the FCPMP for OAL, prepare a table requesting information/documents that may need to prepare this permit document. This information may include the current data to update the remaining capacity/site life calculations, topographic information, information to update cost estimates, financial assurance and operating liability documentation, etc., all of which will be incorporated into the FCPMP.

Utilize the information/documentation above to prepare a FCPMP for OAL to meet the requirements for compliance with the State Minimum Standard closure requirements set forth in Sections 21800 (Final Closure Plan Contents) and 21830 (Final Postclosure Maintenance Plan Contents) of 27 CCR. The basis of the new FCPMP will be the existing PCPCMP, which is Parts E and F (and all relevant figures, tables, and appendices), of the approved OAL Joint Technical Document (JTD), dated January 2021.

The intent of the FCPMP is to establish an accurate detailed estimate of closure and post-closure maintenance costs certified for accuracy by a registered civil engineer, enable CalRecycle to assess the reasonableness of the cost estimate for the non-water release aspects of closure, provide a detailed FCPMP and schedule to implement upon closure of the landfill, and allow monitoring of closure activities to determine that all requirements of landfill closure have been implemented in accordance with the FCPMP. The FCPMP will also include a detailed description of closure stages and provide a tentative implementation schedule and include a disbursement schedule (table) of funds for closure. The FCPMP will also provide a detailed plan for the inspection, maintenance, and monitoring of the landfill during the 30- year post-closure maintenance period.

The final post-closure maintenance portion of the document shall include, but not be limited to, the following information:

- 1) The emergency response plan;
- 2) The persons or companies responsible for each aspect of post-closure maintenance, and their addresses and telephone numbers;
- 3) a description of the planned uses of the property during the post-closure maintenance period;

- 4) (an as-built description of the current monitoring and control systems at the landfill including a detailed description of any proposed changes to be implemented as part of closure. This description shall be kept current throughout the post-closure maintenance period;
- 5) a detailed description of the methods, procedures and processes that will be used to maintain, monitor and inspect the closed landfill during the post-closure maintenance period;
- 6) an operations and maintenance plan for the gas control system; and,
- 7) a summary of the requirements for reporting the results of monitoring and collection.
- 8) The existing closure and post-closure cost estimates (from the 2021 JTD), along with supporting cost back-up documentation, will be evaluated and updated, as needed, and included in the FCPMP, as well as the disbursement schedule (table) of funds for closure referenced above.

Prepare a draft of the FCPMP and submit to OCWR/OAL staff for review and comment. Upon receipt of OCWR/OAL feedback, incorporate edits and prepare a draft final version of the FCPMP for transmittal to the regulatory agencies since the Orange County Local Enforcement Agency (LEA) has a preference to review documentation in “draft” form.

Task Deliverable(s):

- Electronic (PDF) copy of the “draft” FCPMP submitted to OCWR/OAL staff for review and comments.
- Electronic (PDF) copy of the “draft final” FCPMP for submittal to OCWR/OAL staff for transmittal to the regulatory agencies.

Task 5.2 Respond to Regulatory Agency Comments on the FCPMP

Respond to regulatory agency comments on the “draft” FCPMP since it is the LEA’s preference to initially review documents as a “draft” version. Recommend to the LEA to escalate the “draft” version to CalRecycle for the purpose of receiving their feedback on the “draft”. Address agency comments in Track Changes for ease in identifying revisions and prepare an attachment to separately address agency comments. Submit the revised “draft” FCPMP and Response to Comments attachment to OCWR/OAL staff for review and feedback and then incorporate their changes/comments, as needed. A revised FCPMP and Response to Comments attachment will be submitted to the regulatory agencies for final concurrence. Upon final concurrence, provide a final version of the FCPMP to OCWR/OAL staff for transmittal to the regulatory agencies.

This task assumes one round of comments from regulatory agencies.

Task Deliverable(s):

- Electronic (PDF) copy of revised “draft” FCPMP and Response to Comments
- attachment to OCWR/OAL staff for review and feedback.
- Electronic (PDF) copy of revised FCPMP and Response to Comments attachment to OCWR/OAL staff for transmittal to the regulatory agencies.
- Electronic (PDF) copy of the final version of the FCPMP for submittal to OCWR/OAL staff for transmittal to the regulatory agencies.

Task 5.3 Prepare Non-Water Release Corrective Action Plan (NWRCAP)/Cost Estimate (if needed)

Evaluate the existing approved December 2020 NWRCAP. Prepare a new NWRCAP (stamped/signed by geotechnical subconsultant). The NWRCAP will specify any changes within the prior NWRCAP and provide a Cost Estimate based on the current regulations. In addition, if the existing 2020 NWRCAP is deficient in meeting any of the current 27 CCR requirements, the new NWRCAP will address those items in the new report. In accordance with 27 CCR requirements, an evaluation will be performed of the seismic analysis to

make sure the newest United States Geological Survey (USGS) seismic model does not impart a higher site acceleration than what was previously assumed.

Task Deliverable(s):

- A draft of the NWRCAP will be electronically submitted (as a PDF) to OCWR/OAL staff for review/comment.
- A final version incorporating feedback from OCWR/OAL staff will be included as an appendix in the FCPMP.

TASK 6.0 SOLID WASTE FACILITY PERMIT (SWFP) APPLICATION PACKAGE FOR CLOSURE

Prepare the necessary Application Package for final closure and submit to OCWR staff as a “draft” for review and comment. The application package will be finalized for submittal to the LEA and CalRecycle, as well as the Santa Ana Region – Regional Water Quality Control Board (RWQCB). The Application Package will be prepared in accordance with 27 CCR, Sections 21570 and 21640 and will include the following items:

- Completed SWFP application form (draft and final forms);
- Identification of proposed changes to the design and/or operation of the OAL;
- New FCPMP (see Task 5.0);
- Updated estimate of the remaining site capacity information incorporated on the SWFP application form and in the FCPMP;
- Current financial assurance and operating liability information/documentation (to be provided by OCWR); and,
- Prepare a cover letter on behalf of OCWR to transmit the Application Package to the regulatory agencies, upon OCWR's request.

Task Deliverable(s):

- A draft/unsigned SWFP Application Package will be electronically transmitted to OCWR staff for review and comment.
- An electronic copy (PDF) of the final Application Package will be submitted to OCWR for signature and transmittal to the regulatory agencies (LEA/CalRecycle/Santa Ana Region - RWQCB), upon request of the LEA after reviewing the “draft” SWFP application form.

TASK 7.0 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SUPPORT SERVICES

Perform a peer review and provide comments/feedback on the CEQA documentation for OAL’s final closure.

Participate in meetings with the Lead Agency (i.e., County of Orange) and provide support with technical studies for development of the necessary CEQA document.

Attend meetings, as requested by OCWR, to provide technical information and address technical questions regarding the project. Provide presentation material to support the CEQA consultant, as needed.

Task Deliverable(s):

- Assumes attendance at virtual or in-person meetings, as needed.

TASK 8.0 REGULATORY LIAISON

Work with the Orange County LEA, CalRecycle, and the Santa Ana Region - RWQCB, and OCWR staff, as needed, regarding their review of project submittals (i.e., FCPMP). Changes to permits held with the South Coast Air Quality Management District (SCAQMD) will be handled by OCWR’s current air permitting

Attachment A

County of Orange, OC Waste & Recycling
SWT ENGINEERING, INC.

MA-299-24011395

consultant. Provide assistance to obtain Waste Discharge Requirements (WDR) Order for closure/post-closure, if needed.

Provide available permitting and engineering material for the project at meetings, when needed. In addition, assist with meeting agendas and review meeting minutes, as requested. Participate in conference calls with regulatory agencies and OCWR, as well as project sub-consultants, to discuss the progress of the proposed project, when needed.

TASK 9.0 PROJECT COORDINATION/MEETINGS

The A-E Project Manager will coordinate with OAL/OCWR staff, as needed, provide activity reports, and coordinate project staff within the bounds of the scope as directed by OAL/OCWR. Participate in conference calls with OAL/OCWR staff and/or the LEA. One conference call per month is anticipated as part of this task.

FEE ESTIMATE

The fee estimate for the above services shall not exceed the initial overall budget of \$811,802 without County authorization. The budget breakdown is shown below:

TASK	TASK DESCRIPTION	ESTIMATE PRICING
1.0 Prepare Permit Level Design Drawings & Specifications Documents for the Final Closure Design Project		
1.1	30-Percent Design Drawings	\$115,920
1.2	Prepare Foundation Fill/Final Cover Transition Excavation Drawings-Incorporate into Draft 60-Percent Drawings	\$108,088
1.3	Development of the Final Closure Permit Level Drawings	\$68,904
1.4	Prepare Closure Design Technical Specifications and Bid Schedule	\$51,996
1.5	Engineering Cost Opinion	\$13,400
2.0 Special Technical Studies		
2.1	Hydrology Study	\$21,208
2.2	Hydraulics Analysis	\$35,248
2.3	Soil Loss Analysis	\$15,960
2.4	Settlement Analysis	\$15,152
3.0 Geotechnical Services		
4.0 CQA Plan		
5.0 Final Closure/Post-Closure Maintenance Plan and Permitting Services (FCPMP)		
5.1	Prepare Final Closure/Post-Closure Maintenance Plan	
5.2	Respond to Regulatory Agency Comments on FCPMP	
5.3	Prepare Non-Water Release Corrective Action Plan (NWRCAP)/Cost Estimate	
6.0	Solid Waste Facility Permit (SWFP) Application Package for Closure	\$5,956
7.0	California Environmental Quality Act (CEQA) Support Services	\$25,824
8.0	Regulatory Liaison	\$26,184
9.0	Project Coordination/Meetings	\$59,168

ALL WORK PERFORMED SHALL BE BILLED ON A TIME-AND-MATERIALS BASIS, DEPENDENT ON ACTUAL STAFF PROVIDING THE SERVICE(S), NOT-TO-EXCEED BASIS USING THE CURRENT RATES ON THE QVL.

ATTACHMENT B
COST/COMPENSATION**I. COMPENSATION:**

This is a time-and-material based Contract between County and A-E for **Olinda Final Closure Design & Permitting** 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 ENGINEERING, INC.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Administrative Assistant	\$ 118.00
CAD Drafter	\$ 111.00
Clerk	\$ 75.00
Construction Manager	\$186.00
Engineer	\$ 144.00
Engineer I	\$ 144.00
Engineer II /Designer	\$ 165.00
Engineer III/Scientist	\$ 186.00
Engineering Technician	\$ 118.00
Planner I	\$ 111.00
Planner II	\$ 138.00
Planner III	\$ 165.00
Principal	\$ 286.00
Principal Engineer	\$ 274.00
Principal Planner	\$ 274.00
Project Engineer/Senior Scientist	\$ 202.00
Project Manager	\$ 231.00
Senior Planner	\$ 188.00
Sr. Construction Manager	\$ 220.00

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 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.

Attachment A

County of Orange, OC Waste & Recycling
SWT ENGINEERING, INC.

MA-299-24011395

- 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
- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract Number MA-299-24011395
- 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 or to be forwarded to:

OC Waste & Recycling
Attn: Accounts Payable
601 N. Ross St. 5th Fl.
Santa Ana, CA 92701

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.

ATTACHMENT C
STAFFING PLAN1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Exp	Licenses/ Certifications (include license number)
Michael A. Cullinane, PE	Principal	37	CA PE C41981 AZ PE 29150 MT PE 14653 HI PE 11936 TX PE 98844 IGP - Trainer of Record
Lori Olin	Principal Planner	37	
Jeremy Botica, P.E., M.S.	Project Manager	14	CA PE 81230
Cole Duncan, P.E.	Project Manager	10	CA PE 89214

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 Waste & Recycling 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 Waste & Recycling 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.

Company Name & Address	Contact Name and Telephone Number	Project Function
Advanced Earth Sciences, Inc 9307 Research Drive, Irvine, CA 92618	Suji Somasundaram, PhD, PE, GE, (949) 379-2465	Geotechnical and CQA Services
Stearns, Conrad and Schmidt (SCS), Consulting Engineers, Inc. 3900 Kilroy Airport Way, Ste 100 Long Beach, CA 90806	Srividhya Viswanathan, PE (858) 583-7757	Landfill Gas Engineering
Huitt-Zollars 2603 Main Street, Suite 400 Irvine, CA 92614	Carl Taylor (949) 988-5815 ext 11116	Survey and Real Estate Services